



## **Agenda**

### **Greenville City Council**

**June 5, 2023**

**6:00 PM**

**City Hall Council Chambers, 200 West 5th Street**

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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.

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**I. Call Meeting To Order**

**II. Invocation - Council Member Monica Daniels**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

**VI. Special Recognitions**

1. J.H. Rose High School Mock Trial Team
2. Graduates of 2022-2023 Chamber of Commerce Leadership Institute - Camillia Smith and Travis Welborn
3. 2020 GFOA Triple Crown Designation and 2022 Sustained Professional Purchasing Award

**VII. Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another

meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

## **VIII. Appointments**

4. Appointments to the Greenville ENC Alliance Board

## **IX. Consent Agenda**

5. Resolution amending the City of Greenville Personnel Policies
6. First Reading of Ordinances Making Various Revisions to the City Code
7. Resolution Approving an Interlocal Agreement with Tyrrell County to Provide Building Inspection Services
8. Partial Deed of Release for Riverhills, Inc. and City of Greenville, NC Substitution of Trustee
9. Resolution Accepting Dedication of Rights-of-Way and Easements for Fieldstone II at Landover
10. Resolution Accepting Dedication of Rights-of-Way and Easements for Mill Creek, Phase 3
11. Resolution Accepting Dedication of Rights-of-Way and Easements for Taberna, Phase 4, and Revision of Lot 12
12. Request by Police Department to Utilize Asset Forfeiture Funds
13. 2023-2025 Police Services Agreement between the City of Greenville and the Greenville Housing Authority
14. Pitt County Arts Council at Emerge Fiscal Year 2023-24 Contract for Services
15. Contract with The Ferguson Group for FY 2023-2024
16. Contract award for the 2023 Stormwater Repairs Project and the approval of Task Order #3 for Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract
17. Town Common Bulkhead and Esplanade Replacement Project Task Order #2
18. Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2022-23 Budget and Various Capital Project Budgets

**X. New Business**

**Public Hearings**

19. Public Hearing on the Proposed Fiscal Year 2023-24 City of Greenville Budgets Including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority, Greenville Utilities Commission and a Public Hearing to be Held Concurrently on Proposed Stormwater Management Utility Rate Increase

**Other Items of Business**

20. Budget Ordinance Amendment #10 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Engineering Capital Projects Fund (Ordinance #20-019), and the Capital Projects Funds (Ordinance #17-024)

**XI. Review of June 8, 2023 City Council Agenda**

**XII. City Manager's Report**

**XIII. Comments from Mayor and City Council**

**XIV. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

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**Title of Item:** Appointments to the Greenville ENC Alliance Board

**Explanation:**

In July 2019, the City of Greenville became a sustaining member of the Greenville Eastern North Carolina (ENC) Alliance ("Alliance") a nonprofit corporation focused on economic development in Pitt County. As a sustaining member, the City Council makes three appointments to the Greenville ENC Alliance Board of Directors.

The Alliance bylaws required that of the three appointments, at least one appointee be an elected official of the City of Greenville. Per N.C. Gen. Stat. § 14-234.3, a public official is prohibited from participating in making a contract with any nonprofit in which the public official is associated. In light of the above statute, the City Council at its Workshop on March 6, 2023, directed the City Attorney to request that the Alliance amend its bylaws to:

1. Remove requirement that Council appoint one of its own members to the Alliance Board of Directors as a voting member;
2. Appoint a Council member to serve as a liaison between the Alliance and the Council. Such liaison is not a member of the Alliance's Board of Directors, and is non-voting; and
3. Retain the three voting member positions on the Alliance's Board of Directors, appointed by the City Council.

The Alliance amended its bylaws to accommodate Council's requests above. Based on the new membership structure, the Council will need to appoint three voting members to the Board of Directors and appoint one member of the City Council to serve as a non-voting liaison to the Alliance. Terms are one year, and current members are eligible for reappointment.

Current members include:



- Robert Cherry - voting member
- Alison Siebel - voting member

**Fiscal Note:** No direct fiscal impacts.

**Recommendation:** Appoint three voting members to the Board of Directors (except the Mayor or a City Council Member cannot be appointed as a voting member), and appoint one member of the City Council to serve as a non-voting liaison to the Alliance.

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# City of Greenville, North Carolina

Meeting Date: 06/05/2023

**Title of Item:** Resolution amending the City of Greenville Personnel Policies

**Explanation:** To continue to effectively recruit and retain qualified and high-performing employees, an amendment to the vacation accrual rates for the City and GUC was approved by the Joint Pay and Benefits Committee on March 21, 2023 and by the City Council and GUC Board of Commissioners at their joint meeting on April 24, 2023. Accordingly, the proposed resolution amends Article VIII (Leave) of the City of Greenville Personnel Policies by amending Section 4.0 as follows:

## **SECTION 4.0            Vacation Leave**

Regular full-time employees shall earn vacation leave after having worked or been on paid leave for more than half the scheduled workdays in a given month in accordance with the following schedule:

### **Employees on a 40-hour work schedule**

| <b>Service Factor</b>     | <b>Hours Earned Per Month</b> | <b>Hours Earned Per Year</b> |
|---------------------------|-------------------------------|------------------------------|
| Under 5 years of service  | 8                             | 96                           |
| After 5 years of service  | 10                            | 120                          |
| After 10 years of service | 12                            | 144                          |
| After 20 years of service | 14                            | 168                          |

### **Employees on a 40-hour work schedule**

| <b>Service Factor</b>     | <b>Hours Earned Per Month</b> | <b>Hours Earned Per Year</b> |
|---------------------------|-------------------------------|------------------------------|
| Under 5 years of service  | 8                             | 96                           |
| After 5 years of service  | 11                            | 132                          |
| After 10 years of service | 13                            | 156                          |
| After 15 years of service | 15                            | 180                          |
| After 20 years of service | 17                            | 204                          |

**~~Fire/Rescue Employees on a 56-hour work schedule~~**

| <b><del>Service Factor</del></b>     | <b><del>Hours Earned Per Month</del></b> | <b><del>Hours Earned Per Year</del></b> |
|--------------------------------------|--|---|
| <del>Under 5 years of service</del>  | <del>12</del>                            | <del>144</del>                          |
| <del>After 5 years of service</del>  | <del>14</del>                            | <del>168</del>                          |
| <del>After 10 years of service</del> | <del>17</del>                            | <del>204</del>                          |
| <del>After 20 years of service</del> | <del>20</del>                            | <del>240</del>                          |

**Shift Fire/Rescue Employees**

| <b>Service Factor</b>     | <b>Hours Earned Per Month</b> | <b>Hours Earned Per Year</b> |
|---------------------------|-------------------------------|------------------------------|
| Under 5 years of service  | 12                            | 144                          |
| After 5 years of service  | 15                            | 180                          |
| After 10 years of service | 18                            | 216                          |
| After 15 years of service | 21                            | 252                          |
| After 20 years of service | 24                            | 288                          |

Designated part-time employees accrue vacation leave on a pro-rated basis using the following schedule:

- Average workweek of 20 hours but less than 30 hours weekly: one-half the rate received by regular, full-time employees;
- Average workweek of 30 hours or more: three-fourths the rate received by regular, full-time employees.

**Fiscal Note:** None

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

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ATTACHMENTS

 [Resolution amending the City of Greenville Personnel Policies June 2023.pdf](#)

RESOLUTION NO. \_\_\_\_\_  
 A RESOLUTION AMENDING THE CITY OF GREENVILLE PERSONNEL POLICIES

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

Section 1. The City of Greenville Personnel Policies is hereby amended by amending the Article and Section denoted in the table below to read as follows:

| Article Number                              | Proposed amendment(s)   |   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
|---|---|---|--|--|----------------|------------------------|-----------------------|--------------------------|---|----|--------------------------|----|-----|---------------------------|----|-----|---------------------------|----|-----|---------------------------|----|-----|------------------------------------|--|--|----------------|------------------------|-----------------------|--------------------------|----|-----|--------------------------|----|-----|---------------------------|----|-----|---------------------------|----|-----|---------------------------|----|-----|
| Article VIII<br>(Leave)                     | <p><b>SECTION 4.0 Vacation Leave</b></p> <p>Regular full-time employees shall earn vacation leave after having worked or been on paid leave for more than half the scheduled workdays in a given month in accordance with the following schedule:</p> <table border="1" data-bbox="555 800 1435 1266"> <thead> <tr> <th colspan="3" data-bbox="555 800 1435 840"><b>Employees on a 40-hour work schedule</b></th> </tr> <tr> <th data-bbox="555 840 846 909">Service Factor</th> <th data-bbox="846 840 1138 909">Hours Earned Per Month</th> <th data-bbox="1138 840 1435 909">Hours Earned Per Year</th> </tr> </thead> <tbody> <tr> <td data-bbox="555 909 846 978">Under 5 years of service</td> <td data-bbox="846 909 1138 978">8</td> <td data-bbox="1138 909 1435 978">96</td> </tr> <tr> <td data-bbox="555 978 846 1047">After 5 years of service</td> <td data-bbox="846 978 1138 1047">11</td> <td data-bbox="1138 978 1435 1047">132</td> </tr> <tr> <td data-bbox="555 1047 846 1117">After 10 years of service</td> <td data-bbox="846 1047 1138 1117">13</td> <td data-bbox="1138 1047 1435 1117">156</td> </tr> <tr> <td data-bbox="555 1117 846 1186">After 15 years of service</td> <td data-bbox="846 1117 1138 1186">15</td> <td data-bbox="1138 1117 1435 1186">180</td> </tr> <tr> <td data-bbox="555 1186 846 1255">After 20 years of service</td> <td data-bbox="846 1186 1138 1255">17</td> <td data-bbox="1138 1186 1435 1255">204</td> </tr> </tbody> </table><br><table border="1" data-bbox="555 1335 1435 1801"> <thead> <tr> <th colspan="3" data-bbox="555 1335 1435 1375"><b>Shift Fire/Rescue Employees</b></th> </tr> <tr> <th data-bbox="555 1375 846 1444">Service Factor</th> <th data-bbox="846 1375 1138 1444">Hours Earned Per Month</th> <th data-bbox="1138 1375 1435 1444">Hours Earned Per Year</th> </tr> </thead> <tbody> <tr> <td data-bbox="555 1444 846 1514">Under 5 years of service</td> <td data-bbox="846 1444 1138 1514">12</td> <td data-bbox="1138 1444 1435 1514">144</td> </tr> <tr> <td data-bbox="555 1514 846 1583">After 5 years of service</td> <td data-bbox="846 1514 1138 1583">15</td> <td data-bbox="1138 1514 1435 1583">180</td> </tr> <tr> <td data-bbox="555 1583 846 1652">After 10 years of service</td> <td data-bbox="846 1583 1138 1652">18</td> <td data-bbox="1138 1583 1435 1652">216</td> </tr> <tr> <td data-bbox="555 1652 846 1722">After 15 years of service</td> <td data-bbox="846 1652 1138 1722">21</td> <td data-bbox="1138 1652 1435 1722">252</td> </tr> <tr> <td data-bbox="555 1722 846 1791">After 20 years of service</td> <td data-bbox="846 1722 1138 1791">24</td> <td data-bbox="1138 1722 1435 1791">288</td> </tr> </tbody> </table> | <b>Employees on a 40-hour work schedule</b> |  |  | Service Factor | Hours Earned Per Month | Hours Earned Per Year | Under 5 years of service | 8 | 96 | After 5 years of service | 11 | 132 | After 10 years of service | 13 | 156 | After 15 years of service | 15 | 180 | After 20 years of service | 17 | 204 | <b>Shift Fire/Rescue Employees</b> |  |  | Service Factor | Hours Earned Per Month | Hours Earned Per Year | Under 5 years of service | 12 | 144 | After 5 years of service | 15 | 180 | After 10 years of service | 18 | 216 | After 15 years of service | 21 | 252 | After 20 years of service | 24 | 288 |
| <b>Employees on a 40-hour work schedule</b> |   |   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| Service Factor                              | Hours Earned Per Month  | Hours Earned Per Year                       |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| Under 5 years of service                    | 8   | 96  |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| After 5 years of service                    | 11  | 132   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| After 10 years of service                   | 13  | 156   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| After 15 years of service                   | 15  | 180   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| After 20 years of service                   | 17  | 204   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| <b>Shift Fire/Rescue Employees</b>          |   |   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| Service Factor                              | Hours Earned Per Month  | Hours Earned Per Year                       |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| Under 5 years of service                    | 12  | 144   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| After 5 years of service                    | 15  | 180   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| After 10 years of service                   | 18  | 216   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| After 15 years of service                   | 21  | 252   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |
| After 20 years of service                   | 24  | 288   |  |  |                |                        |                       |                          |   |    |                          |    |     |                           |    |     |                           |    |     |                           |    |     |                                    |  |  |                |                        |                       |                          |    |     |                          |    |     |                           |    |     |                           |    |     |                           |    |     |

| Article Number | Proposed amendment(s)   |
|----------------|---|
|                | Designated part-time employees accrue vacation leave on a pro-rated basis using the following schedule: <ul style="list-style-type: none"> <li>• Average workweek of 20 hours but less than 30 hours weekly: one-half the rate received by regular, full-time employees;</li> <li>• Average workweek of 30 hours or more: three-fourths the rate received by regular, full-time employees.</li> </ul> |

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

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

ADOPTED this the 5<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
P.J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk

Doc. #1181492



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

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**Title of Item:** First Reading of Ordinances Making Various Revisions to the City Code

**Explanation:** Session Law 2021-138 (SB 300) made changes to N.C.G.S. § 160A-175 and N.C.G.S. § 14-4 decriminalizing certain ordinances and creating a new general rule for enforcement of ordinances that except for the types of ordinances listed in N.C.G.S. § 160A-175(b1), a violation of a city ordinance may be a misdemeanor or infraction as provided by N.C.G.S. § 14-4 only if the city specifies such in the ordinance.

If City Council desires criminal enforcement of ordinances, the law requires the City to identify each code section requiring a criminal penalty and to specifically apply a criminal penalty to the code section by way of two readings before City Council. During this process, City staff has identified five additional goals as part of these revisions:

1. Review the ordinances to bring City Code provisions into better compliance.
2. Standardize both criminal and civil penalties.
3. Address appeal provisions.
4. Clean-up ordinances (reword, move to other chapters, etc.).
5. Repeal those ordinances that are preempted or otherwise not needed.

Working with City staff, the City Attorney's Office (CAO) has researched and prepared for consideration the attached ordinances (revisions to City Code). The CAO gave a presentation to Council regarding the revisions at its May 8th Workshop. Staff requests the Council conduct a first reading of the ordinance (including taking a preliminary vote) at this Council meeting (June 5, 2023).

**Fiscal Note:** There is no fiscal impact associated with this item.

**Recommendation:** That City Council conduct a first reading (includes taking a preliminary vote) on the following: 1) An Ordinance to Repeal and Replace Part II, Title 10, Chapter 2 of the Code of Ordinances, City of Greenville and to Make Revisions to Portions of Part II, Titles 6, 10, and 12 of the Code of Ordinances, City of Greenville; 2) An Ordinance to Make Technical Revisions to Portions of Part II, Titles 1, 2, 5, 6, 9, and 11 of the Code of Ordinances, City of Greenville; and 3) an Ordinance to Make Revisions to Portions of Part II, Title 12, Chapters 1, 2, 3, 5, and 7 of the Code of Ordinances, City of Greenville. Second reading (final vote) of these ordinances will be placed on Council agenda for June 8th, 2023.

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ATTACHMENTS

- [!\[\]\(6841ca9b0e023296428e7c9e683b9367\_img.jpg\) \*\*An Ordinance to Repeal and Replace Part II Title 10 Chapter 2 of City Code and Revise Portions of Titles 6 and 12.pdf\*\*](#)
- [!\[\]\(e258e347e7683f87061f627f84598eb5\_img.jpg\) \*\*An Ordinance to Revise Portions of Part II Title 12 Chapters 1 2 3 5 and 7 of City Code..pdf\*\*](#)
- [!\[\]\(1233990ad3f0b7475c568d7bf16af31f\_img.jpg\) \*\*An Ordinance to Revise Portions of Part II Titles 1 2 5 6 9 11 of City Code.pdf\*\*](#)

ORDINANCE NO. 23-XX

AN ORDINANCE TO REPEAL AND REPLACE PART II, TITLE 10, CHAPTER 2 OF THE CODE OF ORDINANCES, CITY OF GREENVILLE AND TO MAKE REVISIONS TO PORTIONS OF PART II, TITLES 6, 10, AND 12 OF THE CODE OF ORDINANCES, CITY OF GREENVILLE

WHEREAS, the City Council of the City Greenville desires to revise certain provisions of the Code of Ordinances, City of Greenville regarding transportation and traffic and repeal and replace Part II, Title 10, Chapter 2 of the Code of Ordinances, City of Greenville to conform to applicable North Carolina law, including but not limited to Chapter 20 and Chapter 160A of the North Carolina General Statutes; 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; 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; and

WHEREAS, the certain revisions to the Code of Ordinances, City of Greenville regarding transportation and traffic and the repeal and replacement of the entirety of Part II, Title 10, 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 welfare;

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

SECTION 1. That Part II, Title 6, Chapter 2, Article A., Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, and 11 of the Code of Ordinances, City of Greenville, are repealed and hereby replaced and amended to now read as follows:

**SEC. 6-2-1. RESERVED.**

**SEC. 6-2-2. RESERVED.**

**SEC. 6-2-3. RESERVED.**

**SEC. 6-2-4. RESERVED.**

**SEC. 6-2-5. RESERVED.**

**SEC. 6-2-6. RESERVED.**

**SEC. 6-2-7. RESERVED.**

**SEC. 6-2-9. RESERVED.**



**SEC. 6-2-10. RESERVED.**

SECTION 2. That Part II, Title 12, Chapter 1, Section 8 and 16 of the Code of Ordinances, City of Greenville, are repealed and hereby replaced and amended to now read as follows:

**SEC. 12-1-8. RESERVED.**

**SEC. 12-1-16. RESERVED.**

SECTION 3. That Part II, Title 10, Chapter 1, Section 3 of the Code of Ordinances, City of Greenville, is hereby repealed and replaced as amended to now read as follows:

**SEC. 10-1-3 SMOKING TOBACCO PRODUCTS OR CONSUMING ALCOHOLIC BEVERAGES ON CITY BUSES.**

(A) It shall be unlawful for any person while a passenger on any bus system operated by the City to either:

- (1) Smoke tobacco products, tobacco-substitute products or products similarly used or consumed through the aid of a burning or fire consuming process;  
or
- (2) Consume alcoholic beverages.

(B) *Civil Penalty.* A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil citation in an amount of \$100.00.

- (1) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.
- (2) *Methods of recovery of unpaid civil penalty.* 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 and the assessment of an administrative fee.
  - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

(C) *Criminal penalty for continuing to smoke.* Continuing to smoke in violation of subsection (A)(1) constitutes an infraction, and the person committing the infraction shall pay a criminal penalty of fifty dollars (\$50.00). Conviction of an infraction under this section has no consequence other than payment of a penalty. A person smoking in violation of this subsection may not be assessed court costs.

SECTION 4. That Part II, Title 10, 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 10: TRANSPORTATION, TRAFFIC, AND PARKING**  
**CHAPTER 2: TRAFFIC AND PARKING REGULATIONS**

**ARTICLE A. WORDS AND PHRASES DEFINED**

**SEC. 10-2-1 DEFINITIONS OF WORDS AND PHRASES.**

In addition to the definitions as found in City Code § 1-1-3 and Chapter 20 of the North Carolina General Statutes, including but not limited to those found in N.C.G.S. § 20-4.01, N.C.G.S. § 20-37.5, N.C.G.S. § 20-171.1, N.C.G.S. § 20-171.8, and N.C.G.S. § 20-280.1, which all said definitions are fully incorporated herein as may be applicable to the provisions set forth herein, the following definitions, regardless of capitalization, shall apply to this chapter unless the context clearly indicates or requires a different meaning.

*Alley.* A thoroughfare or passageway owned, occupied, or controlled by the City which is open for use by the public and which is located between two streets. Alleyway and public alley shall mean the same as alley.

*Authorized emergency vehicle.* A fire, rescue, ambulance, or law enforcement vehicle. A public service vehicle as defined by N.C.G.S. § 20-157(f) or a service vehicle as herein defined may be considered an authorized emergency vehicle if so designated or authorized by the Chief of Police.

*Bus.* A large motor vehicle designed to carry or capable of carrying passengers usually along a fixed route according to a schedule or otherwise along on a fixed route and for compensation or for private use only. A bus includes but is not limited to a school bus, school activity bus, motor carrier vehicle, or common carrier of passengers.

*Chief of Police.* The Chief of Police of the Greenville Police Department or his or her designee.

*City.* The City of Greenville.

*City block.* A portion of any street located between any two intersections of any two streets or alleys next adjacent to each other.

*City employee.* Any person employed by the City of Greenville. The term city employee does not include elected officials of the city.

*City Manager.* The City Manager or designee.

*Commercial vehicle.* Every vehicle designed, maintained or used primarily for the transportation of property.

*Controlled access parking area.* A parking area designated by the City Manager, which, during specified times, is subject to restricted or permitted parking, and is controlled by one of more opening and closing gates or parking arms at each entrance and exit point activated by gate card, parking meter, access code, remote control, off-site monitoring, or any other electronic or mechanical devices or means, or persons, including City employees, guards, or other attendants.

*Crosswalk.* A clearly marked crosswalk at an intersection; any regular pedestrian crossing upon a street or roadway included within the prolongation of the lateral boundary lines of the adjacent sidewalk at the end of a City block; an unmarked crosswalk at an intersection; any portion of a roadway or street distinctly indicated for pedestrian crossing by lines or other markings on the surface of the street or roadway, including but not limited to a school crosswalk; or that portion of a sidewalk or walkway extending across an alley, building entrance, road, or driveway.

*Debris.* Glass, metal, plastic, mud, soil, antifreeze, transmission, brake, or other liquids or fluids, injurious substances, pole or fence pieces, tree limbs, plant materials, parts, pieces, vehicle contents, paper, or any other item that has been dropped, deposited, or in any way placed upon a street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City by a person or vehicle, as a result of a vehicle wreck or crash, disabled vehicle, damaged vehicle, or any other incident requiring towing or removal of the vehicle.

*Director of Engineering.* The Director of the City's Engineering Department or his or her designee.

*Director of Financial Services.* The Director of the City's Financial Services Department or his or her designee.

*Fire/Rescue Chief.* The Chief of the Greenville Fire/Rescue Department or his or her designee.

*Electric vehicle.* A vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off grid source, that is stored on board for motive purpose.

*Electric vehicle charging station.* Equipment that has as its primary purpose the transfer of electric energy to a battery or other energy storage device on an electric vehicle.

*Greenway.* A corridor of urban, suburban, or rural space with contiguous, free, and open public-access trails connecting neighborhoods, recreational facilities (e.g., parks), and businesses allowing and encouraging bicycle and pedestrian use, particularly for commuting, travel, and recreation. A greenway emphasizes naturally occurring and planned vegetation, scenic beauty and environmental protection, as well as preservation of natural, cultural and historical heritage.

*Law enforcement officer.* A sworn law enforcement officer having territorial and subject matter jurisdiction within the City.

*Lessee.* A person who has a possessory interest in a parking space leased to the person by the City.

*Loading zone.* A parking area or parking space adjacent to a curb on a street or other space upon any property owned, operated, occupied, leased, or controlled by the City reserved for the exclusive use of vehicles during the loading or unloading of freight, goods, passengers, equipment, or other property.

*Median.* The area of a street or highway between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges, and at opposite approaches of the same intersection.

*Manual of Fees.* The *Manual of Fees for the City of Greenville* that lists sales and services provided by the City and the fee schedule as approved and adopted by City Council.

*Manual on Uniform Traffic Control Devices for Streets and Highways or MUTCD.* The current edition of the MUTCD as published and/or approved by the United States Department of Transportation, Federal Highway Administration.

*Motor carrier vehicle.* A for-hire motor carrier vehicle or a private motor carrier vehicle.

*No parking area.* An area specifically marked, striped, or designated by sign or other means prohibiting parking.

*Off-street parking.* Lots, parking lots, garages, parking garages, or any other locations or facilities owned or leased by the City and designated for use by the public as parking facilities.

*Off-street parking area.* Any lot, parking lot, garage, parking garage, or any other location or facility owned or leased by the City and designated for use by the public as a parking facility.

*Official traffic-control device.* Any sign, signal, marking, or device, not inconsistent with this chapter, placed or erected by or under the authority of the State of North Carolina or a political subdivision thereof, for the purpose of regulating, warning, prohibiting, or guiding traffic upon the public streets and thoroughfares of the City.

*Official traffic signals.* Any device, whether manually, electrically, or mechanically operated, whereby traffic is alternately directed to stop and to proceed, or to turn, or to proceed with caution.

*On-street parking.* The parking of vehicles on the public streets, alleys, and bridges within the City.

*On-street parking area.* A public street, alley, or bridge within the City that is designated for use by the public for on-street parking.

*Overtime parking.* The period of time wherein a parked vehicle is exceeding the legal parking time or otherwise parked beyond the period of legal parking time.

*Park or leave standing.* The stopping or standing of any vehicle, whether occupied or unoccupied, attended or unattended, while the vehicle is not in use or for more than a mere temporary or momentary stoppage for a necessary purpose. Park and leave standing are synonymous.

*Parking area.* A designated area of off-street or on-street parking, which may include one or more parking spaces, specifically set aside, defined, marked, or assigned by the Director of Engineering for the parking one or more vehicles at a time or for a designated or defined time or purpose.

*Parking enforcement officer.* A non-sworn City employee, including those City employees designated as reserve parking enforcement officers, designated by the Chief of Police.

*Parking meter.* Any mobile, cellular, software, or computer-based parking platform or mechanical device, station, or meter installed, placed, erected, or used by authority of the City for the control and regulation of time-limited parking and, depending on the design, activated in whole or in part by in-person, cellular or mobile telephone, computer, or other electronic means and by the payment of coins, tokens, cash, credit cards, debit cards, or other payment method approved by the City.

*Parking meter space.* A parking space within a parking meter zone which is regulated by a parking meter, is duly designated for the parking of a single vehicle, and is identified as a parking meter space on, adjacent to, or near the space by one or more of the following: signage, painted lines, curb markings, or parking surface painting.

*Parking meter area.* An on-street or off-street parking area designated by the City for use by the public for parking of vehicles as regulated and controlled by use of a parking meter. A parking meter zone shall be designated in the *Schedule of Traffic Regulations* and otherwise by one or more of the following: signage, painted lines, curb markings, or parking surface painting.

*Parking space.* A designated space specifically signed, set aside, defined, marked, or assigned by the City Manager for the parking of a single vehicle at one time and for a designated or defined time or purpose.

*Parking permit.* The permit issued by the City that allows a specific vehicle to lawfully park in an designated portion of the Uptown area. A parking permit may be issued by the City in the form of a sign, sticker, placard, tag, or other format as deemed appropriate by the City.

*Pedestrian.* A person who travels on foot.

*Private motor carrier vehicle.* A motor vehicle capable of transporting passengers or property in interstate commerce and is not a for-hire motor carrier vehicle.

*Police officer.* A sworn law enforcement officer of the Greenville Police Department.

*Private parking lot.* Privately owned real property, including but not limited to any privately owned parking lot, facility, or area that provides parking for a fee or otherwise requires the permission of the owner, lessee, or agent before a person may park at that location.

*Reserved parking.* An on-street or off-street parking zone, parking area, or parking space designated by the City for use solely by specific persons or vehicles and regulated by one or more of the following: signage, painted lines, curb markings, or parking surface painting, which may include the word “reserved” or “reserved parking.”

*Registered owner.* The person in whose name a vehicle is registered.

*Residential area.* An area having a residential district zoning classification as defined by the Zoning Ordinance for Greenville, North Carolina.

*Residential area parking permit.* A parking permit issued by the City Manager that authorizes a specific vehicle to lawfully park in an designated parking area of a specified residential area. A residential area parking permit may be issued by the City in the form of a sign, sticker, placard, tag, or other format as deemed appropriate by the City.

*Rideshare.* The transportation of persons in a motor vehicle where such transportation is incidental to another purpose of the driver and is not operated or provided for profit. The term shall include ridesharing arrangements such as carpools, vanpools, and buspools.

*Schedule of Traffic Regulations.* The *Schedule of Traffic Regulations and Fire Lanes Designated on Private Property in a Public Vehicular Area*, which is adopted by City Council.

*Service vehicle.* A vehicle owned by a federal, state, or local government agency or a vehicle used for the access to or repair, construction, or maintenance of utilities, buildings, or property, including tow service vehicles.

*Skateboard.* A short, narrow platform having a set of two or more wheels or casters mounted under it which is propelled by human force.

*Sidewalk.* That portion of a street or highway between the curb line, or the lateral line of a roadway, and the adjacent property line or on easements of private property that is paved or improved and intended for the use by pedestrians.

*Special event.* An event including but not limited to a festival; parade; party; motorcade; race, walk, run, or marathon; sporting event, pep rally, celebration, or similar event; concert; lawful picket, protest, or assemblage; or any other similar event or activity which is sponsored for or by the City; owners, residents, or tenants in the area; organizations, including any political, charitable, civil, or fraternal organization; or any person or group.

*Stop.* The complete cessation from movement, where required.

*Tailgate or tailgating.* The act of following or allowing another to follow behind a vehicle that has lawfully activated any gate, parking arm, or access control device at any off-site parking area such as to enter or exit a controlled access parking area by trailing behind such another vehicle before the gate has had an opportunity to close for the purpose of evading payment of the applicable parking fee or permit fee or otherwise for the purpose of evading the lawful operation of the controlling gate, parking arm, or access control device.

*Temporary street closing.* The temporary closing-off of any public street, alley, bridge, sidewalk, lot, parking lot, garage, parking garage, or any other location or facility owned, occupied, or leased by the City for a special event.

*Ticket.* A citation imposing a civil penalty only. In the context of off-street parking, a ticket is also a paper or other medium dispensed at the time of entry onto the off-street parking area identifying the date and time of entry onto the off-street parking area.

*Time-limited parking.* An on-street or off-street parking zone, parking area, or parking space designated by the City for use by the public for parking of vehicles for a specified and limited time and controlled and regulated by sign or by parking meter or by any combination thereof.

*Tow or towed.* To haul, carry, pull along, or otherwise transport or remove in any of its forms a vehicle by any means including towing and to store the vehicle.

*Tower.* The person, including a tow service, who tows a vehicle.

*Towing fee.* The fee charged for towing and storing payable to the tower for the tower's towing of a vehicle.

*Tow service.* Any person engaged in the business of towing and/or recovery of vehicles, including but not limited to those businesses that are part of an auto salvage, auto repair, salvage, or junk business.

*Tow service vehicle.* Any of the following vehicles used to tow, remove, push, or recover any vehicle that has become disabled as a result of a motor vehicle crash, violation of parking ordinance authorizing tow, disabled vehicle, or any other incident involving a vehicle that requires tow, removal, or recovery, including but not limited to a police-initiated tow:

A. Vehicle carrier or "rollback." A vehicle carrier or rollback is a vehicle transport designed to tow or carry vehicles damage-free. The chassis shall have a minimum gross vehicle weight rating (GVWR) of 14,500 pounds. Additionally, the rollback shall have all of the following: two lift cylinders, minimum two and one-half inch bore; individual power winch pulling capacity of not less than 8,000 pounds; a length of wire rope (cable) on winch drum with a working load limit (WLL) that meets or exceeds the pulling capacity of the power winch utilized; and four tie down hook safety chains. The carrier bed of the rollback shall be a minimum of 16 feet in length and a minimum of 84 inches in width inside side rails. A cab protector, constructed of aluminum or steel, must extend a minimum of 10 inches above the height of the bed of the rollback. A vehicle carrier or rollback shall be synonymous but shall not be considered a small or large wrecker.

B. Large wrecker. A truck chassis having a minimum gross vehicle weight rating (GVWR) of 26,001 pounds and a boom assembly having a minimum lifting capacity of 40,000 pounds as rated by the manufacturer; tandem axles or cab to axle length of no less than 102 inches; a length of wire rope (cable) with a working load limit (WLL) that meets or exceeds the pulling capacity of the power winch utilized on each drum; airbrake so constructed as to lock wheels automatically upon failure; and additional safety equipment as specified by the rules in this chapter.

C. Small wrecker. A truck chassis having a minimum gross vehicle weight rating (GVWR) of 10,000 pounds and a maximum gross vehicle weight rating (GVWR) that does not exceed 26,000 pounds; a boom assembly having a minimum lifting power of 8,000 pounds as rated by the manufacturer; an 8,000 pound rated winch with a length of wire rope (cable) on winch drum with a working load limit (WLL) that meets or exceeds the pulling capacity of the power winch utilized; a belt-type tow plate or tow sling assembly; a wheel-lift with a retracted lifting



capacity of no less than 3,500 pounds; and additional safety equipment as specified by the rules in this chapter.

D. Wreckers. Vehicles with permanently attached cranes used to move other vehicles; provided, that said wreckers shall be equipped with adequate brakes for units being towed.

*Tow service vehicle operator.* A person operating a tow service vehicle.

*Trailer or Utility Trailer.* A vehicle without motive power drawn by a vehicle, which may be used for the transport of persons, property, goods, or materials. Trailers and utility trailers are synonymous and include but are not limited to camping trailers, semitrailers, trailers, fifth-wheel trailers, house trailer, and travel trailer as defined by Chapter 20 of the North Carolina General Statutes.

*Uptown area.* The area of the City bordered by the Tar River to the north, Reade Street to the east, Tenth Street on the south, and the CSX Railroad right-of-way on the west.

*Uptown area parking permit.* A parking permit issued by the City Manager that authorizes a specific vehicle properly displaying the issued parking permit to lawfully park in a designated parking area within the Uptown area. An Uptown area parking permit may be issued by the City in the form of a sign, sticker, placard, tag, or other format as deemed appropriate by the City.

## **ARTICLE B. TRAFFIC REGULATIONS**

### **SEC. 10-2-2 AUTHORITY OF POLICE, FIRE/RESCUE DEPARTMENT OFFICIALS, AND PARKING ENFORCEMENT OFFICERS.**

(A) *Police Officers.* It shall be the duty of the police officers to enforce all ordinances as defined in this chapter and all applicable State traffic laws. Police officers are hereby authorized to direct all traffic by voice, hand, or signal in conformance with traffic laws; provided that, in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, police officers may direct traffic as conditions may require notwithstanding the provisions of the traffic laws.

(B) *Greenville Fire/Rescue Department Officials.* In connection with their duties, uniformed members of the Greenville Fire/Rescue Department, when at the scene of or in connection with a fire, accident, or other hazard may direct traffic or assist the police in directing traffic.

(C) *Parking Enforcement Officers.* Parking enforcement officers are authorized to issue civil tickets for violations of this chapter and to tow and store vehicles parked in violation of the provisions of this chapter. Parking enforcement officers are also hereby authorized to be appointed as traffic-control officers in accordance with N.C.G.S. § 20-114.1.

**SEC. 10-2-3 AUTHORIZED EMERGENCY VEHICLES EXEMPT.**

The provisions of this chapter regulating the operation, stopping, or parking of vehicles shall not apply to operators of authorized emergency vehicles having the right-of-way or while said vehicles are being operated in emergencies and the stopping or parking of any federal, state, or local government vehicle along any road or highway while engaged in official business, and with the proper warning devices activated shall not be considered a violation of this chapter.

**SEC. 10-2-4 SCHEDULE OF TRAFFIC REGULATIONS; INCORPORATION BY REFERENCE.**

(A) Traffic shall be controlled by official traffic-control signs, signals, markings and devices designated in the *Schedule of Traffic Regulations*, which is incorporated herein and made a part of this Code by reference, a copy of which is on file in the office of the City Clerk.

(B) The Director of Engineering is authorized to amend the *Schedule of Traffic Regulations* by designating the streets, highways, alleys, or intersections which are not a part of the state highway system or parts of streets, highways, or alleys which are not a part of the state highway system upon which traffic is prohibited, regulated, diverted, controlled, or limited in accordance with the provisions of this chapter.

(C) In accordance with the provisions of state law, City Council may amend the *Schedule of Traffic Regulations* by designating the streets, highways, alleys or intersections which are a part of the state highway system or parts of streets, highways, or alleys which are a part of the state highway system upon which traffic is prohibited, regulated, diverted, controlled, or limited.

(D) The Director of Engineering is authorized to amend the *Schedule of Traffic Regulations* by designating loading zones; on-street parking within the City upon which parking is regulated, restricted, or prohibited in accordance with the provisions of this chapter; and by designating off-street parking upon which the use is regulated in accordance with the provisions of this chapter.

(E) The Director of Engineering is authorized to amend the *Schedule of Traffic Regulations* by designating the specified areas of any parking areas or driveways of a hospital, shopping center, apartment house, condominium complex or commercial office complex, or any other privately owned public vehicular area upon which stopping, standing, or parking is regulated or prohibited in accordance with the provisions of this chapter, provided the owner or person in general charge of the operation and control of that area requests in writing that such an ordinance be adopted.

(F) *Authority to place restricted turn signs.* Intersections at which drivers of vehicles shall not make a right, left turn, or U-turn shall be designated in the *Schedule of Traffic Regulations* and proper signs shall be erected at these intersections. The making of the turns may be prohibited between certain hours of any day and permitted at other hours, in which event the hours shall be plainly indicated on the signs or they may be removed when the turns are permitted.

(G) *Authority to sign one-way streets and alleys.* One-way streets or alleys shall be designated in the *Schedule of Traffic Regulations* and proper signs shall be erected giving notice thereof. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

(H) *One-way streets and alleys designated.* Upon those streets and parts of streets and in those alleys identified in the *Schedule of Traffic Regulations*, vehicular traffic shall move only in the indicated direction when proper signs indicating the direction of traffic are erected and maintained at every intersection where movement in the opposite direction is prohibited.

(I) *Authority to erect stop signs.* Through streets shall be designated in the *Schedule of Traffic Regulations* and stop signs on each and every street intersecting the through street or intersecting a portion thereof shall be erected unless traffic at any intersection is controlled at all times by traffic-control signals; provided, however, that at the intersection of two through streets or at the intersection of a through street and a heavy traffic street not so designated, stop signs shall be erected at the approaches of either of the streets.

(J) *Intersections where stop required.* Intersections, upon other than through streets, where vehicles shall stop at one or more entrances to any stop intersection, shall be designated in the *Schedule of Traffic Regulations*.

(K) *Fire lanes.* Fire lanes designated pursuant to N.C.G.S. § 20-162(b) shall be identified in the *Schedule of Traffic Regulations* to the extent possible.

## **SEC. 10-2-5 NO MOTOR VEHICLES ON GREENWAY**

(A) It shall be unlawful to operate, park, or ride upon a motor vehicle on any greenway. For purposes of this section, the definition of motor vehicle includes any moped, golf cart or similar device, and all machines designed or intended to travel over land or water by self-propulsion or while attached to any self-propelled vehicle.

(B) *Exceptions.* This section shall not apply to any of the following:

- (1) Authorized emergency vehicles.
- (2) Service vehicles including those needed for care and maintenance of the greenway or landscaping.
- (3) Motorized wheelchairs or similar vehicles not exceeding 1,000 pounds gross weight when used for pedestrian purposes by a handicapped person with a mobility impairment as defined in N.C.G.S. § 20-37.5.
- (4) An electric personal assistive mobility device.

**SEC. 10-2-6 OBSTRUCTIONS PROHIBITED.**

(A) It shall be unlawful for any person to place in or upon a street, sidewalk, alley, bridge, or any portion of property owned, occupied, or controlled by the City any box, crate, cask, barrel, furniture, or any other obstruction or structure of any kind.

(B) *Exceptions.* This section shall not apply to garbage or refuse receptacles in which is deposited waste paper and trash of every description for removal by the City, leaves or yard waste for removal by the City, and a holder of a permit issued for uptown outdoor dining pursuant to Part II, Title 6, Chapter 2, Articles E and F of the City Code.

**SEC. 10-2-7 BRICK, STONE, OR WOOD; PERMISSION REQUIRED FOR BUILDING MATERIALS.**

It shall be unlawful for any person to allow brick, stone, wood, or any other substance obstructing a street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City to lie in or upon a street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City. However, building material, earth, and other obstructions of like character, in use for building purposes may, by permission of the City Manager in writing, be allowed under such restrictions as the City Manager may impose.

**SEC. 10-2-8 SALE OR DISPLAY OF GOODS ON SIDEWALKS IN FIRE DISTRICT.**

It shall be unlawful for any person to sell or display for the purpose of sale, any goods, wares, or merchandise upon a sidewalk within the fire district except as allowed in accordance with a permit issued for uptown outdoor dining pursuant to Articles E and F of Chapter 2 of Title 6 of the City Code.

**SEC. 10-2-9 VENDORS OF POPCORN, PEANUTS, OR MERCHANDISE FROM MACHINES.**

It shall be unlawful for any vendor of popcorn, peanuts, or any other merchandise of any kind whatsoever, using a portable or stationary machine, to put, place or allow the machine to remain on a street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City.

**SEC. 10-2-10 GASOLINE TANKS AND OIL PUMPS ON OR UNDER SIDEWALK.**

It shall be unlawful to place a gasoline tank, oil pump, or similar object upon or under a sidewalk.

**SEC. 10-2-11 GAMES ON STREETS AND SIDEWALKS PROHIBITED.**

Except as otherwise provided in this Code, all games of every description are prohibited upon a street or on a sidewalk in the City.

**SEC. 10-2-12 BUILDING FIRE OR BURNING TRASH.**

The building of fires or the burning of trash upon a street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City is prohibited.

**SEC. 10-2-13 INJURIOUS WHEELS AND MACHINERY.**

It shall be unlawful for any person to drive, drag, or draw, or cause to be driven, dragged, or drawn, upon, over, or across a street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City a vehicle having wheels with flanges, ribs, clamps or other devices attached to or forming a part of the wheels which would damage the surface of the street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City or any disc harrows, or other machinery, implement, or vehicle of any description which would dig up, damage, or injure any portion of said street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City.

**SEC. 10-2-14 PLACING GLASS OR DANGEROUS OBJECTS PROHIBITED.**

It shall be unlawful to throw, deposit, or place in any manner upon a street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City any destructive or injurious material, glass bottle, glass, nail, tack, wire, can, or any other substance reasonably likely to injure or cause damage to any person, animal, or vehicle.

**SEC. 10-2-15 TOWING BY SOLICITATION PROHIBITED.**

(A) No tower shall tow a vehicle unless authorized by the owner, operator, or otherwise as provided by the provisions of this Code.

(B) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, a civil penalty assessed for a violation 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.
- (c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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. 10-2-16 TOWING FROM PRIVATE LOTS; PRE-TOWING NOTICE REQUIRED.**

(A) *Private property defined.* For the purpose of this section, "private property" shall mean property upon which is located a lot, garage, or other parking facility not owned or leased by the City of Greenville or another governmental entity.

(B) It shall be unlawful to tow or remove or immobilize by the use of a wheel lock or other method a vehicle for parking on private property without the permission of the owner or lessee of the private property to park the vehicle on the private property unless notice in accordance with the provisions of this section is posted on the private property from which the towing, removal, or immobilization is made.

(C) Such notice shall fulfill the following requirements:

- (1) A MUTCD-compliant notice, in the form of a sign structure, not less than 12 inches by 18 inches in size, shall be prominently placed on the private property at each access or curb cut allowing vehicular access to the property, within five feet of the street right-of-way line. If there are no curb or access barriers, MUTCD-compliant signs shall be posted not less than one sign each 50 feet of the frontage to the public street. As an alternative, MUTCD-compliant notice, in the form of a sign structure, not less than 12 inches by 18 inches in size, shall be posted at each parking space from which towing, removal, or immobilization is made.
- (2) The MUTCD-compliant notice shall clearly display the following:
  - (a) In not less than one-and-one-half-inch-high letters on a contrasting background, the words “tow-away” or “tow-away-zone” or “towing enforced.”
  - (b) In not less than one-inch-high letters on a contrasting background, a statement indicating that parking by unauthorized vehicles is prohibited by the use of a phrase such as “private property,” “leased parking,” “no parking,” “parking for customers only,” “parking for residents only,” or a similar phrase. If parking by unauthorized vehicles is not prohibited on a 24-hour continuous basis, the days of the week and hours of the day during which unauthorized parking is prohibited shall be posted.
  - (c) In not less than one-half-inch-high letters on a contrasting background, the telephone number at which a person available to release the vehicle that has been towed, removed or immobilized may be contacted at any time. Calls to the telephone number must be answered by a person and a person with the authority and ability to release the vehicle must respond to the location of the vehicle within 30 minutes of a call.
- (3) The sign structure displaying the required notices shall be permanently installed with the bottom of the sign not less than six feet above ground level and not more than eight feet above ground level. Pedestrian safety should be taken into consideration when locating freestanding signs.

(D) *Exceptions.* Notwithstanding any other provision of this section, no notice shall be required for the towing or removal or immobilization of a vehicle:

- (1) If the vehicle obstructs adequate ingress and egress to businesses or residences;
- (2) If the vehicle has been left on the private property for a period of time greater than 48 hours; or
- (3) If the vehicle is being removed pursuant to the direction of a law enforcement officer or the code enforcement coordinator or officer in accordance with the provisions of the City Code or state law.

(E) *Requirement to give notice of vehicle towing.* Whenever a vehicle is towed at the request of a person other than the owner or operator of the vehicle, the tower shall provide the following information to the local law enforcement agency having jurisdiction through calling the 10-digit telephone number designated by the local law enforcement agency having jurisdiction prior to moving the vehicle:

- (1) A description of the vehicle.
- (2) The place from which the vehicle was towed.
- (3) The place where the vehicle will be stored.
- (4) The contact information for the person from whom the vehicle owner may retrieve the vehicle.

If the vehicle is impeding the flow of traffic or otherwise jeopardizing the public welfare so that immediate towing is necessary, the notice to the local law enforcement agency having jurisdiction may be provided by a tower within 30 minutes of moving the vehicle rather than prior to moving the vehicle. If a caller to a local law enforcement agency having jurisdiction can provide the information required under subdivisions (1) and (2) of this subsection, then a local law enforcement agency having jurisdiction shall provide to the caller the information provided under subdivisions (3) and (4) of this subsection. The local law enforcement agency having jurisdiction shall preserve the information required under this subsection for a period of not less than 30 days from the date on which the tower provided the information to the local law enforcement agency having jurisdiction. This subsection shall not apply to vehicles that are towed at the direction of a law enforcement officer.

(F) *Storage within city required unless authorized by owner.* Unless authorized by the owner of the vehicle, a vehicle that is towed pursuant to this section shall be stored by the tow service within the corporate limits of the City and at no time shall the vehicle be transported outside of the corporate limits of the City unless in compliance with other operation of law.

(G) *Civil Penalty.* A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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.

(H) *Appeals; payment of civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, a civil penalty assessed for a violation 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.

(I) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
- (3) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.

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

#### **SEC. 10-2-17 FAILURE TO REMOVE AND DISPOSE OF DEBRIS.**

(A) It shall be unlawful for any person repairing or removing by tow or otherwise a wrecked, crashed, disabled, or damaged vehicle from a street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the city to fail to remove and properly dispose of all debris.

(B) *Civil Penalty.* A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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.

(C) *Appeals; payment of civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, a civil penalty assessed for a violation 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 penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
- (3) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.

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

## **SEC. 10-2-18 CERTAIN ACTIVITIES PROHIBITED.**

(A) It shall be unlawful for a person to ride upon or operate in any manner any motorized or non-motorized roller skates, in-line skates, roller blades, scooter, skateboard, coaster,

hoverboard, sled, toy vehicle, or any similar tracked device or wheeled device having one or more wheels as follows:

- (1) In or upon an off-street parking area; or
- (2) On a street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City in a manner or under any condition which interferes with vehicle, motor vehicle, or pedestrian travel or in any way endangers the safety or property of any person.

**SEC. 10-2-19 DISPLAY OF UNAUTHORIZED SIGNS, SIGNALS, OR MARKINGS.**

(A) No person shall place, maintain or display upon or in view of any street or highway any unauthorized sign, signal, marking, or device which purports to be or is in imitation of or resembles an official traffic-control device, sign, or signal, or which attempts to direct the movement of pedestrians or traffic, or which hides from view or interferes with the effectiveness of any official traffic-control device, sign, or signal.

(B) No person shall place or maintain nor shall any public authority permit upon any street or highway any traffic sign or signal bearing thereon any commercial advertising.

(C) *Civil Penalty.* A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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.

(D) *Appeals; payment of civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, a civil penalty assessed for a violation 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.

(E) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
- (3) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.

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

**SEC. 10-2-20 INTERFERENCE WITH OFFICIAL TRAFFIC-CONTROL DEVICES, SIGNS OR SIGNALS.**

(A) No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, possess, or remove any official traffic-control device, sign, or signal or any inscription, shield, or insignia thereon, or any other part thereof.

(B) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, a civil penalty assessed for a violation 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.
- (c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  - 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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. 10-2-21 SPINNING OF WHEELS PROHIBITED.**

It shall be unlawful for any person, upon any street, alley, bridge, sidewalk; property owned, operated, occupied, leased, or controlled by the City; or other public way or upon the grounds and premises of any service station, drive-in theatre, store, restaurant or other business establishment providing parking or loading and unloading automobile space for customers, patrons, or the public, to operate a motor vehicle from a standing or parked position by rapid acceleration or other mechanical means of operation, so as to cause the wheels of the vehicle to spin in place prior to or during the initial forward movement of the vehicle; or to operate a vehicle so as to cause the vehicle, in its initial movement from a standing or parked position, to travel at a rate of speed greater than is reasonable and necessary for the normal operation of a motor vehicle according to accepted standard practices for vehicle operation.

**SEC. 10-2-22 ALLEYS IN THE UPTOWN AREA.**

No person shall drive or park a vehicle, other than an emergency or public service vehicle, on an alley in the Uptown area and no person shall damage or disfigure the paving surfaces or planted shrubs or trees in an alley in the Uptown area.

**SEC. 10-2-23 CUTTING ACROSS PRIVATE PROPERTY TO AVOID TRAFFIC-CONTROL DEVICES.**

It shall be unlawful for any operator of a motor vehicle to leave the roadway and travel across private property to avoid an official traffic-control device.

**SEC. 10-2-24 STANDING, SITTING, AND WALKING ON MEDIAN PROHIBITED.**

No person shall stand, sit, or walk on a median, provided that this section does not prohibit a person from taking such actions during the time needed to travel safely from one side of a roadway to the opposite side of the roadway.

**SEC. 10-2-25 DRIVING OR PARKING ON SIDEWALKS PROHIBITED.**

(A) No person shall drive or park any motor vehicle, which for purposes of this section includes mopeds, upon a sidewalk or sidewalk area except upon a permanent or temporary driveway.

(B) This section shall not apply to an authorized emergency vehicle when said vehicle is parked or operated in the performance of a, lawful, official, and required duty of its operator.

**SEC. 10-2-26 CLINGING TO VEHICLES.**

No person operating or riding upon any motorized or non-motorized bicycle, tricycle, roller skates, in-line skates, roller blades, scooter, skateboard, coaster, hoverboard, sled, toy vehicle, or any similar tracked device or wheeled device having one or more wheels shall attach same or himself or herself in any manner to any vehicle or motor vehicle upon a street, alley, bridge, sidewalk, or any portion of property owned, operated, occupied, leased, or controlled by the City.

**ARTICLE C. PARKING REGULATIONS**

***PART 1. GENERAL PARKING REGULATIONS***

**SEC. 10-2-100 APPLICATION OF ARTICLE.**

The provisions of this article prohibiting the stopping or parking of a vehicle shall apply at all times or at those times herein specified or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a law enforcement officer or official traffic-control device.

**SEC. 10-2-101 VIOLATIONS DEEMED PROHIBITED PARKING.**

A vehicle that parks or is otherwise left upon any on-street or off-street parking area in violation of any provisions of this article shall be deemed as prohibiting parking.

**SEC. 10-2-102 REGULATIONS NOT EXCLUSIVE.**

The provisions of this article imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping or parking of vehicles in specified places or at specified times.

**SEC. 10-2-103 PARKING CLOSE TO CURB OR ON OPERATOR'S LEFT.**

(A) No person shall park a vehicle upon a street other than parallel with the farthest right-side edge of the roadway, headed in the direction of lawful traffic movement and with the wheels on the right side of the vehicle within 12 inches of the curb or edge of the roadway except as otherwise provided in this article.

(B) It shall be unlawful for any person to park any vehicle on the operator's left side of any street within the City; provided, that on one-way streets vehicles may be parked either on the operator's right or left side of any such street, unless signs or markings are placed, erected or installed indicating no parking zones on either one or both sides of any such street.

**SEC. 10-2-104 VEHICLES TO BE PROPERLY PARKED.**

(A) It shall be unlawful for any vehicle in or upon an on-street parking area or off-street parking area to be parked in such a way or in any manner other than entirely within the identified bounds of a parking space, if so identified. By way of example, whenever a parking space is marked with lines designating that parking space, it shall be unlawful for any person to park any vehicle on or across, or to extend any part of the vehicle over any designated line or marking, or to park any vehicle in such a position that it is not entirely within the space designated by such lines or markings.

(B) In all on-street parking areas and off-street parking areas, all vehicles shall be parked with the front of the vehicle positioned towards the front of the parking space and it shall therefore be unlawful for any person to back any vehicle into any on-street or off-street parking space.

(C) All parking upon a roadway or street shall be parallel, except upon those streets which have been marked for or have a posted sign indicating angle parking, upon which streets vehicles shall be parked at the angle to the curb indicated by such markings or signs and not otherwise.

(D) All government owned vehicles shall be exempt from this section.

**SEC. 10-2-105 USE OF VEHICLE COVERS PROHIBITED.**

It shall be unlawful for an owner or other person in lawful control of a vehicle while said vehicle is parked on a street, alley, bridge, or upon property owned, operated, occupied, leased, or controlled by the City to place or install in any manner a cover or any concealment of any kind upon said vehicle. A law enforcement officer or parking enforcement officer may temporarily remove such cover or concealment as may be reasonably necessary to inspect, read, or obtain any vehicle identification number, registration plate, or identity of ownership for purposes of enforcement of this chapter or for an emergency.

**SEC. 10-2-106 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.**

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets designated in the *Schedule of Traffic Regulations*.

**SEC. 10-2-107 STOPPING OR PARKING OF VEHICLES PROHIBITED GENERALLY; NO SIGNS REQUIRED.**

(A) Except when necessary to avoid conflict with pedestrians or other traffic, the vehicle is disabled to such an extent that it is impossible to avoid stopping and temporarily leaving the vehicle, in compliance with law, or at the directions of a law enforcement officer or traffic-control device, no person shall stop or park any vehicle of any kind whether attended or unattended, in any of the following places or otherwise as follows:

- (1) On a sidewalk.
- (2) In front of a public or private driveway.
- (3) Within an intersection.
- (4) Within 15 feet in either direction of a fire hydrant.
- (5) On any portion of a crosswalk.
- (6) Within 30 feet of an intersection.
- (7) Within 30 feet upon the approach to any flashing beacon, stop sign, or traffic-control signal located at the side of a roadway.
- (8) Within 15 feet in either direction of the entrance to any fire station or on the side of a street opposite the entrance to any fire station within 75 feet of the entrance (when properly signposted).
- (9) Alongside or opposite any street construction, maintenance, excavation, or obstruction when stopping or parking would obstruct or impede such operation or traffic.



- (10) Within 10 feet of the point of tangency between the driveway opening and curb line of a driveway.
- (11) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- (12) Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
- (13) At any place where official signs prohibit stopping or parking.
- (14) At or upon any on-street parking or off-street parking where the vehicle is stopped or parked in such a manner that it exceeds more than one parking space.
- (15) Upon the paved or main traveled portion of any street or highway open to the public for the purpose of vehicular traffic. In emergency situations when stopping a vehicle along a street or highway is necessary, it shall be the duty of the operator to exercise reasonable care to give adequate warning to approaching traffic of the presence of the vehicle. This duty exists regardless of the reason for stopping the vehicle. Temporary or momentary stopping when there is no intent to interfere with the flow of traffic shall not be considered a violation of this subsection.
- (16) On the area between the curb and sidewalk.
- (17) On a median, unless the vehicle is disabled, and then only temporarily for a period not to exceed 24 hours.
- (18) In the same place at or upon any on-street parking or off-street parking continuously for 72 hours;
- (19) On property owned, operated, occupied, leased, or controlled by the City for more than 72 hours.
- (20) Within 500 feet of any fire apparatus stopped to respond to a fire alarm or other emergency.
- (21) In any manner or under any conditions as to leave available less than 10 feet of the width of the roadway, less than 10 feet of the width of the right one-half of the roadway, or any area delineated as a travel lane for free movement of vehicular traffic.
- (22) Upon any private or public alley located within the fire district of the City in such a manner as to obstruct the free passage of other vehicles along the alley at all times.

- (23) On a street while displaying the vehicle for sale.
- (24) On a street, alley, bridge, or upon property owned, operated, occupied, leased, or controlled by the City, including but not limited to on-street and off-street parking areas:
  - (a) For the purpose of or while working on, repairing, painting, washing, or greasing a vehicle. This subsection does not apply to repairs necessitated by an emergency.
  - (b) For the purpose of storing a vehicle by a person, including by garages, repair shops, and dealers, when the storing is secondary to the bona fide use and operation of the vehicle. For the purpose of this section, a vehicle shall be deemed to have been left for the principal purpose of storage when that vehicle has been parked in one place for a continuous period of more than 72 hours.
  - (c) For the purpose of storing of any detached trailer or van when the towing unit has been disconnected or for the purpose of transferring merchandise or freight from one vehicle to another.
  - (d) For the primary purpose of advertising.
- (25) In any designated place when official signs are erected at hazardous or congested places.
- (26) In a manner as would block or otherwise obstruct the reasonable ingress to or egress from any on-street or off-street parking area by other vehicles, or as would block or obstruct the passage of emergency vehicles through such parking area or lot.

(B) No person shall move a vehicle not lawfully under his or her control into any prohibited area or away from a curb any distance as is unlawful.

**SEC. 10-2-108 PRODUCTION OR ALTERATION OF PARKING PERMIT, TAG, GATE CARD PROHIBITED .**

It shall be unlawful for any person to produce or cause to be produced, to alter, or to display in a manner inconsistent with the provisions of this chapter or without authority of the City Manager, any parking permit, sticker, decal, gate card, sign, or other mark, symbol, or device indicating eligibility or authority to park on on-street or off-street parking. No refunds shall be issued the violators will be issued a citation, the vehicles shall be towed or booted, and the violators shall be ineligible for any City-issued parking permit for one calendar year. Any such parking permit, sticker, decal, gate card, sign, or other mark, symbol, or device shall be subject to confiscation or, upon notice by the City Manager, shall be surrendered to the City Manager.

**SEC. 10-2-109 FIRE LANES.**

(A) It shall be unlawful for any person or persons to park or leave a motor vehicle or to place any other object, structure, or obstruction in a fire lane.

(B) Fire lanes may be established in publicly and privately owned public vehicular areas of shopping centers, hospitals, apartment complexes, condominiums, or any other public or private parking area which is open to the public.

(C) The Fire/Rescue Chief is hereby authorized to require the designation of fire lanes on private property when a site plan is required to be submitted for an improvement to the property. The designation of fire lanes shall be made when the site plan is approved after review by the Technical Review Committee. The fire lanes shall be installed prior to the issuance of a Certificate of Occupancy for the improvement.

(D) The Fire/Rescue Chief is hereby authorized to approve the designation of fire lanes on private property for existing developments when the owner or person in general charge of the operation and control of the area requests in writing the designation of the fire lanes.

(E) All fire lanes designated on or after January 12, 2015, are required to comply with the applicable Fire Code, as adopted. Any nonconforming fire lanes or lanes marked as fire lanes which do not comply with currently adopted Fire Code standards shall be required to comply with currently adopted Fire Code standards when a site plan is required to be submitted for an improvement to the property.

(F) Fire lanes may be designated on any surface, road, alley, or roadway generally used for the movement or parking of motor vehicles, when the parking of motor vehicles or other obstructions in that area would interfere with the speed and efficiency of fire fighting and emergency personnel or the proper ingress and egress of emergency vehicles and equipment.

(G) Areas designated as fire lanes shall be clearly marked, with yellow or another suitable color of paint, with the words "No Parking, Fire Lane," and the boundaries, borders or curbs shall be clearly visible.

(H) Fire lanes shall be designated in the *Schedule of Traffic Regulations*, a copy of which is on file in the office of the City Clerk.

**SEC. 10-2-110 UNAUTHORIZED PARKING IN DESIGNATED HANDICAPPED SPACES PROHIBITED.**

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Curb cuts/curb ramps.* Any mechanism constructed on each side of any street or road, where curbs and sidewalks are provided, and at other major points of pedestrian flow as long as the minimum requirements set out in N.C.G.S. § 136-44.14 are met.

*Designated handicapped parking space.* Any parking space which has been designated for parking for the handicapped as defined under “distinguished license plate” below. These spaces shall be designated in accordance with N.C.G.S. § 136-30 and each space shall have an appropriate sign erected which states the maximum penalty for parking in the space in violation of this section.

*Distinguished license plate.* Any license plate (in-state or out) that displays the international symbol of access as defined in N.C.G.S. § 20-37.5(3).

*Handicapped.* A person with a mobility impairment who is determined by a licensed physician to have any of the conditions stated in N.C.G.S. § 20-37.5(2).

*Removable windshield placard.* A two-sided, hooked placard which includes on each side:

- (a) The international symbol of access which is at least three inches in height, centered on the placard, and is white and blue in color;
- (b) An identification number;
- (c) An expiration date; and
- (d) The seal or other identification of the issuing authority.

(B) *Prohibited.* It shall be unlawful for any person, who drives or is transporting a person or persons, to park or leave standing any vehicle in any designated handicapped parking space unless said vehicle is then currently displaying a “distinguished license plate” or a “removable windshield placard” (or a temporary “removable windshield placard”) as defined in subsection (A) above.

(C) *Obstruction of curb cuts and curb ramps designated for handicapped persons prohibited.* It shall be unlawful for any person to park or leave standing any vehicle so that it obstructs a curb cut or curb ramp for handicapped persons as provided for by the N.C. Building Code or as designated in N.C.G.S. § 136-44.14.

(D) *Enforcement.* When a violation of the provisions of this section has occurred, a law enforcement officer or other person, authorized by and whose enforcement duties are as defined by the Chief of Police, detecting the apparent violation is authorized to take the state and license number of the vehicle involved and to place a parking ticket in or on the vehicle involved or to serve the ticket if the owner or operator is present.

(E) *Civil Penalties.* Any violation of the provisions of this section shall subject the violator to a civil penalty in the amount of one hundred dollars (\$100.00). If payment for the violation is not made within ten (10) days of issuance, an additional fifty dollars (\$50.00) late fee will be due. If payment for the violation is not made within 30 days of issuance, an additional fifty dollars (\$50.00) late fee will be due. If the payment for the violation is not made within 60 days of its issuance, an additional fifty dollars (\$50.00) late fee will be due. In no instance shall the penalty and late fees for this violation exceed two hundred fifty dollars (\$250.00).

(F) *Appeals; payment of civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, a civil penalty assessed for a violation 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.

- (1) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.
- (2) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

## ***PART 2. GENERAL OFF-STREET PARKING REGULATIONS***

### **SEC. 10-2-111 OFF-STREET PARKING REGULATIONS.**

(A) *Designation.* Upon any off-street parking area, the City Manager is authorized and directed to cause designate and define by proper marking or signage parking spaces, time-limit parking spaces, parking meter spaces, loading zones, parking spaces in which parking is prohibited, spaces designated as restricted to vehicles driven by or transporting the handicapped, and traffic lanes, including one-way lanes.

(B) *Time-limits, rates, and enforcement.* All off-street parking shall be subject to the same enforcement provisions and practices afforded on-street parking. The City Manager shall have authority to establish rates for time-limited and parking meter parking and may increase or decrease rates and vary the available parking time limits as appropriate.

- (C) No person shall operate a vehicle upon any off-street parking area:
- (1) Without yielding to pedestrians.

- (2) Without burning headlights. This subsection only applies to those vehicles operated on a City parking deck.
- (3) Without yielding to any other vehicle as required.
- (4) Without first stopping the vehicle at the lot, facility, or parking deck level intersections.
- (5) In excess of 5 miles per hour.
- (6) To the right of the centerline except when accessing a parking space.
- (7) In any manner to block a vehicle attempting to enter or exit a parking space.
- (8) To prevent the use of any parking space by the person for whom the parking space has been designated or assigned.

(D) *Additional restrictions for use of a City parking garage or deck.* In addition to the prohibitions and restrictions as stated in this section, it shall be unlawful for any person to be present in a City parking garage or parking deck unless the person is:

- (1) In a vehicle which is in a parking space or on its way to or from a parking space.
- (2) Walking to or from a parked vehicle lawfully parked in the parking garage or parking deck.
- (3) An employee or agent of the City whose presence in the parking garage or parking deck is required in connection with his duties or otherwise authorized.

Unauthorized presence in the City parking garages or parking deck and subsequent refusal to leave after being ordered to do so by a police officer or City official shall constitute trespass.

#### **10-2-112 LOST TICKET FEE.**

If, prior to exiting an off-street parking area, a driver loses or otherwise fails to produce the issued parking ticket allowing parking, the driver will be required to pay the maximum rate allowed for a full day's parking prior to exiting the off-street parking area. Alternatively, the City Manager may mail the owner of the vehicle a billing notice charging the maximum rate allowed for a full day's parking.

**PART 3. DESIGNATED PARKING AREAS; GENERAL RESTRICTIONS**

**SEC. 10-2-113 DESIGNATION AND IDENTIFICATION OF PARKING AREAS.**

(A) *Parking areas and parking spaces designated.* The Director of Engineering may designate any one or more of the following parking areas or parking spaces in the City regulating or prohibiting on-street or off-street parking:

- (1) Loading zones.
- (2) Time-limited parking.
- (3) Parking by permit.
- (4) Leased parking.
- (5) Controlled access parking.
- (6) Reserved parking.

(B) *Designated parking areas and parking spaces identified.* Designated parking areas and parking spaces shall be identified in the *Schedule of Traffic Regulations* and otherwise by one or more of the following giving notice thereof: signage, painted lines, painted parking tire stops, curb markings, or parking surface painting.

(C) *Additional requirements for prohibited parking or time-limited parking areas or parking spaces.* In addition to any other markings or identification methods, in all time-limited parking areas or parking spaces and whenever in this chapter that any parking time limit is otherwise imposed or on-street or off-street parking is prohibited, there shall be appropriate signs giving notice thereof, and no regulations shall be effective unless the signs are installed and in place at the time of any alleged offense.

***Subpart a. Loading Zones***

**SEC. 10-2-114 STOPPING OR PARKING IN LOADING ZONES.**

The City may designate by signage, painted lines, curb markings, or parking surface painting specified dates and times for use of parking areas for loading zones. During the dates and times so established, no person shall stop or park a vehicle in a loading zone except for the purpose of loading or unloading freight, goods, passengers, equipment, or other property. A vehicle which is loading or unloading pursuant to this section may remain in a loading zone for a period not to exceed one hour.

## **SEC. 10-2-115 PUBLIC CARRIER STOPS AND STANDS.**

No person shall stop or park a vehicle other than a bus at a bus stop, rideshare at a rideshare stop, or taxicab in a taxicab stand, when any stop has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaging in loading or unloading passengers when stopping does not interfere with any bus or taxicab waiting to enter or about to enter the location of the bus stop or taxicab stand.

### ***Subpart b. Time-limited Parking***

## **SEC. 10-2-116 TIME-LIMITED PARKING ZONES.**

(A) *Designated time-limited parking zones.* The City designates the following time-limited parking zones:

- (1) *Uptown area time-limited parking zone.* Time-limited parking in the Uptown area as further defined and identified by the City Manager.
- (2) *Residential area time-limited parking zone.* Time-limited parking in residential areas as further defined and identified by the City Manager.

(B) *Uptown area permit parking or residential area permit parking within a time-limited parking zone.* On-street and off-street parking areas or spaces within the area of a time-limited parking zone may be designated for Uptown area permit parking or residential area permit parking by the City Manager. When an Uptown area permit parking area or space or a residential area permit parking area or space is properly marked as reserved for use by respective permittees or equivalent designation sufficient to inform the public that the parking area or space is reserved for its intended use and any other parking is prohibited, the time limits imposed in the time-limited parking zone or fee associated therewith shall not apply to that area, those areas, that space, or those spaces when a parked vehicle has a properly displayed and valid Uptown area parking permit or a residential area parking permit.

(C) *Leased parking within a time-limited parking zone.* On-street parking and off-street parking areas or spaces may be leased by the City within the area of a time-limited parking zone. When a leased parking area or space is properly marked with “leased parking only” signs or other equivalent designation sufficient to inform the public that the parking area or space is reserved for its intended use and any other parking is prohibited, the time limits imposed in the time-limited parking zone or fee associated therewith shall not apply to those leased parking areas or leased parking spaces.

## **SEC. 10-2-117 TIME-LIMITED PARKING CONTROLLED BY PARKING METERS.**

(A) *Designation.* The City Manager may designate any portion of any time-limited parking zone to be controlled by parking meter and may specify the length of time for parking in



each parking meter space. The payment amount required to park in a in a parking space controlled by a parking meter will be set forth in the *Manual of Fees*.

(B) *Days and hours of operation.* Parking meters shall operate every day between the hours of 7:00 a.m. and 7:00 p.m., except Sundays and holidays, at any time the Chief of Police has temporarily suspended parking enforcement not to exceed 48 hours, or unless otherwise posted by sign or other marking authorized by the City Manager. Within the meaning of this section, the term a holiday shall include only January 1, July 4, December 25, Thanksgiving Day as observed in the state, and such other days as shall be designated holidays by the City.

(C) *Payment and activation of parking meter.* Upon entering the parking meter space, the operator of a vehicle shall immediately pay or cause to be paid such payment as may be required for the activation and operation of the parking meter controlling the parking meter space and as is designated by proper direction on the meter or by sign and when required by the direction on the meter or by sign, the operator of the vehicle, upon such payment, shall also set in operation the timing mechanism on the parking meter, when so required in accordance with directions properly appearing thereon.

(D) *Lawful use.* Upon payment as required and the setting of the timing mechanism in operation when so required, the parking space may lawfully be occupied by the vehicle during the period of time which has been prescribed for the part of the street, parking area, or parking space in which the parking space is located.

(E) *Failure to pay or activate parking meter prohibited.* It shall be unlawful to fail to pay the required payment necessary for the activation and operation of the parking meter controlling the parking meter space or to set the timing mechanism in operation when so required.

(F) *Unused time.* A person parking a vehicle in a parking meter space wherein unused time remains on the parking meter controlling the parking meter space shall not be required to make a payment so long as his or her occupancy of the space does not exceed the indicated unused parking time limit.

(G) *Overtime parking prohibited.* It shall be unlawful to park or to allow a vehicle to remain parked in any parking space controlled by a parking meter beyond the time limit set for the parking space or as otherwise as designated or posted at the particular parking meter area or space.

(H) *Extended parking prohibited.* It shall be unlawful for any vehicle to occupy any portion of a parking meter space for more than 24 consecutive hours, regardless of whether or not the parking meter is activated. The vehicle will be subject to be towed.

(I) *Occupation of parking space when parking meter shows a violation prohibited.* It shall be unlawful for any person to permit any vehicle to remain or be placed in any parking meter space while the parking meter is displaying a signal indicating that the vehicle occupying the parking meter space has already been parked beyond the period of time prescribed for the parking meter space or when the vehicle occupies the parking meter space beyond the period of time for which payment has been made as prescribed for the parking meter space.

(J) *Cumulative violations of expired parking meter.* Any vehicle in violation of this section will be subject to the issuance of an additional citation for each additional period of 30 minutes that the vehicle remains in violation of any provisions of this section.

(K) *Defacing or injuring parking meters.* It shall be unlawful for any person to deface, injure, tamper with, open without lawful authority or willfully break, destroy, or impair the usefulness of any installed parking meter.

(L) *Deposit of slugs or other substitute devices.* It shall be unlawful for any person to deposit or cause to be deposited in any parking meter any slug, device, metal substance, or any other object or substitute for lawful payment.

#### **SEC. 10-2-118 TIME-LIMITED PARKING CONTROLLED BY SIGNS.**

(A) *Designation.* The City Manager may designate any portion of any time-limited parking zone to be controlled by parking signs and may specify the length of time for parking in each parking space controlled by such signage.

(B) *Days and hours of operation.* Unless otherwise posted by sign or other marking authorized by the City Manager, time-limited parking zones shall operate 24 hours per day, seven days per week unless the Chief of Police has temporarily suspended parking enforcement not to exceed 48 hours.

(C) *Uptown area time-limited parking controlled by signs.* In the Uptown area a vehicle may park in a time-limited parking area or time-limited parking space more than once during a day, provided the vehicle is moved prior to the expiration of the time which is legally allowed, and provided that the vehicle does not return to the same time-limited parking area for a minimum of one hour.

(D) *Violation of time-limited parking controlled by signs.* When signs are installed adjacent to parking spaces giving notice thereof, no person shall park a vehicle for longer than the time limits stated on the signs.

#### **SEC. 10-2-119 TIME-LIMITED PARKING SPACES RESERVED FOR ELECTRIC VEHICLES.**

(A) *Designation.* The City Manager may designate certain on-street or off-street parking spaces located at or near City installed electric charging stations for use only by electric vehicles. Spaces designated as reserved for electric vehicles shall be clearly marked as such by one or more of the following: signage, painted lines, curb markings, parking surface painting, or equivalent designation sufficient to inform the public that the parking area or space is reserved for its intended use and any other parking is prohibited. The payment amount required to park in a in a parking space reserved for an electric vehicle will be set forth in the *Manual of Fees*.

(B) *Violations.* It shall be unlawful to:

- (1) Park any nonelectric vehicle in a parking space reserved for an electric vehicle.
- (2) Park in a parking space reserved for electric vehicles if the electric vehicle is not attached to the electric vehicle charging station.
- (3) Park in a space reserved for electric vehicles without first making the appropriate payment for the space as may be regulated by a parking meter.
- (4) Park the electric vehicle in the parking space exceeding the time allowed.
- (5) Remain in a space reserved for electric vehicles after the electric vehicle has been fully charged.

**10-2-120 COMPUTING OVERTIME VIOLATIONS OF TIME-LIMITED PARKING.**

The moving of a parked vehicle from one time-limited parking space identified in this chapter to another parking space identified in this chapter in the same block is deemed to be one continuous parking period for the purpose of determining any overtime parking violations.

**10-2-121 SEPARATE AND CONTINUING VIOLATIONS OF TIME-LIMITED PARKING.**

Each 30 minutes that a vehicle is parked in the same time-limited space as identified in this article following the issuance of a parking ticket shall constitute a separate violation subject to issuance of a new parking ticket and additional civil penalty to be applied to such vehicle.

*Subpart c. Parking by Permit*

**SEC. 10-2-122 UPTOWN AREA PERMIT PARKING.**

(A) *Designation.* The City Manager may designate Uptown area permit parking areas or parking spaces in any portion of the Uptown area time-limited parking zone.

(B) *Availability of permits.* The total number of Uptown area parking permits shall be determined by the City Manager and shall be based on the total number of parking spaces made available for that purpose. The number of Uptown area parking permits issued for a fiscal year shall not exceed 110% of the total number of parking spaces made available for Uptown area permit parking.

(C) *Property of the City.* All Uptown area parking area permits shall be the property of the City of Greenville to the exclusion of any other property interest.

(D) *Eligibility for issuance of an Uptown area parking permit.*

- (1) *Residents.* A resident who resides within the Uptown area is eligible to make application to the City and receive an Uptown area parking permit for

each vehicle which is principally operated by the resident provided that a permit is available by the City for issuance. The Uptown area parking permit may be either of the following:

- (a) A reserved Uptown area parking permit.
  - (b) An unreserved Uptown area parking permit.
- (2) *Businesses and employees.* A business that is located within the Uptown area and each employee of that business is eligible to make application to the City and receive an unreserved Uptown area parking permit for each vehicle which is principally operated by the business or employee provided that a permit is available by the City for issuance. An owner of a business that is located in the Uptown area is eligible to receive an unreserved Uptown area parking permit for shared use by the employees of the business provided that permits are available and provided that the owner shall be eligible to receive no more permits than the number of employees of the business but in no event to exceed 10 permits.

(E) *Application for an Uptown area parking permit.* Before an Uptown area parking permit can be issued, a completed application for an Uptown area parking permit shall be filed with the City Manager on forms or in an electronic format as provided by the City and a permit filing fee as established in the *Manual of Fees* shall be paid to the City. The application for an Uptown area parking permit shall be verified under oath and shall furnish the following minimum information:

- (1) If the applicant is a resident, the name and address of the resident.
- (2) If the applicant is a business employee, the lawful corporate or business name and address of the business.
- (3) If the applicant is a business, the lawful corporate or business name and address of the business; the name and address of the business owner; the number of permits requested, proof of business employees' employment with the applicant, all or part of which may be required by separate affidavit.

The City Manager may also require the production of vehicle registration information, which may include presentation of registration cards and such other personal or business identification and documentation such as driver license, articles of incorporation, or other official records deemed necessary to satisfy the eligibility requirements of this section, including but not limited to utility or other billing statements or affidavits. The City Manager shall verify the information provided by the applicant and contained on the application prior to issuance of an Uptown area parking permit.

(F) *Permit fee.* The City Manager shall issue Uptown area parking permits each year and a fee shall be charged. The amount of the fee shall be set out in the *Manual of Fees*. The charge

shall not be prorated for partial years. There shall also be a charge for duplicate or lost permits, and that charge shall be set out in the *Manual of Fees*. Uptown area parking permits shall be issued on a fiscal year basis and shall expire at midnight on June 30th of each year.

(G) *Spaces not guaranteed.* The purchase of an unreserved Uptown area parking permit does not guarantee availability of a parking space or reserve a parking space within the designated Uptown parking area.

(H) *No additional parking fee required.* There shall be no additional fee required for a vehicle to park in any off-street parking area when a vehicle has a properly displayed valid Uptown area parking permit.

(I) *Proper display of permit required.* The issued and assigned Uptown area parking permit shall be displayed so that it may be viewed from the front and rear of the vehicle by hanging it from the front windshield rearview mirror of the vehicle for which it was issued. It shall be unlawful to display the Uptown area parking permit in a manner inconsistent with this section. The City Manager is authorized to establish additional regulations relating to the form, issuance, and display of Uptown area parking permits not inconsistent with the other provisions of this section.

(J) *Violations.* In addition to any other violations of this section, it shall be unlawful:

- (1) For any person to falsely represent himself or herself as being eligible for an Uptown area parking permit; to willfully make any false statement in an application for a residential area parking permit; or to furnish any false information in an application to the City Manager in order to obtain an Uptown area parking permit.
- (2) For any person to display an Uptown area parking permit upon a vehicle, wherein the person or the vehicle is not authorized or eligible for an Uptown area parking permit.
- (3) For any person to charge any fee to any person for use of an Uptown area parking permit except for the City Manager.

The City Manager is authorized to revoke the Uptown area parking permit of any permittee found to be in violation of this section and, upon written notification thereof, the permittee shall surrender the permit to the City Manager. No refund shall be issued and the violator will not be eligible to reapply for a new permit one calendar year from the date of the notice of revocation. Failure by a permittee to surrender an Uptown area parking permit, when notified by the City Manager of the requirement to surrender same, shall constitute a violation of this chapter.

## **SEC. 10-2-123 RESIDENTIAL AREA PARKING PERMIT.**

(A) *Designation.* The Director of Engineering shall designate residential area parking permit areas or parking spaces based upon any of the following:

- (1) Areas based upon the following minimum criteria as determined by a study by the Director of Engineering:
  - (a) The majority of the street frontage, measured at the right-of-way line, of the proposed residential parking area must be in a residential zoning district.
  - (b) The proposed residential parking area shall be applicable on a minimum per block basis. The proposed residential parking area may apply to one or both sides of the block.
  - (c) A petition, identifying the boundaries of the streets within the proposed residential parking area, must be presented to the Director of Engineering and signed by adult residents of at least 51% of the living units contained in each block face of the proposed residential parking area.
  - (d) A parking study must be completed, conducted between the hours of 8:00 a.m. to 4:00 p.m. on a weekday with one observation made each two hours. The study must reveal that at least 70% of the parking capacity of the proposed controlled residential parking area is occupied and that a minimum of 33% of the parked vehicles must be registered to addresses outside the proposed residential parking area.
  
- (2) Area within Parking Area A, being a portion of the area described in City Code § 9-4-200.2(A)(3) within which a University Neighborhood Revitalization Initiative (UNRI) Overlay District may be located, and being the area bounded on the south by East Fifth Street, on the east by Elm Street, on the north by East First Street, and on the west by Reade Street except for the following streets:
  - (a) Portions of streets which abut property owned by the State of North Carolina.
  
- (3) Area within Parking Area C, being a portion of the area described in City Code § 9-4-200.2(A)(3) within which a University Neighborhood Revitalization Initiative (UNRI) Overlay District may be located, and being the area bounded on the south by East First Street, on the east by Elm Street, extended to the Tar River, on the north by the Tar River, and on the west by Reade Street, extended to the Tar River, except for the following streets:
  - (a) Portions of streets which abut Woodlawn Park; and
  - (b) Portions of streets which abut the South Tar River Greenway.

- (4) Areas not included within Parking Area A or Parking Area C which are designated in the *Schedule of Traffic Regulations* as controlled residential parking areas as of June 10, 2013.
- (5) Area within Parking Area G, being that area known as the Glen Arthur Neighborhood and which is that area bounded on the south by the west side of Evans Street, south side of East 14th Street, east side of Charles Boulevard, and the north side of East 10th Street.

(B) In accordance with the provisions of this chapter, the Director of Engineering is authorized to amend the *Schedule of Traffic Regulations* by designating the streets or portions of streets within the City which meet the criteria of this section as residential parking areas. The streets or portions of streets within designated residential parking areas shall be designated by signage, painted lines, curb markings, or parking surface painting as residential parking areas in which parking is prohibited except by permit.

(C) *Property of the City.* All residential area parking area permits shall be the property of the City of Greenville to the exclusion of any other property interest.

(D) *Eligibility for issuance of residential area parking permit.* Residential area parking permits shall be designated as either of the following:

- (1) *Temporary residential area parking permit.* A resident who has lived for one year or less at a single residence located on either side of a street where at least one side of the street has been designated as a residential parking area is eligible to receive one temporary residential area parking permit for each vehicle which is principally operated by the resident. The temporary residential area parking permit is valid for one year.
- (2) *Permanent residential area parking permit.* A resident who has lived for five years or more at a single residence located on either side of a street where at least one side of the street has been designated as a residential parking area is eligible to receive one permanent residential area parking permit for each vehicle which is principally operated by the resident. The permanent residential area parking permit is valid for five years.

(E) *Application for a residential area parking permit.* Before a residential area parking permit can be issued, a completed application for a residential area parking permit shall be filed with the Collections Division of the Financial Services Department on forms provided by the City and a permit filing fee as established in the *Manual of Fees* shall be paid to the City. The application for a residential area parking permit shall be verified under oath and shall provide the name and address of the resident applicant. The Collections Division of the Financial Services Department may also require the production of vehicle registration information, which may include presentation of registration cards and such other personal identification and documentation such as driver license or other official records deemed necessary to satisfy the eligibility requirements of this section, including but not limited to utility or other billing statements or

affidavits. The Director of Financial Services Department shall verify the information provided by the applicant and contained on the application prior to issuance of a residential area parking permit.

(F) *The residential area parking permit.* The issued residential area parking permit shall include the year of the permit, license plate/registration plate number of the assigned vehicle, and the letter designating the residential parking area to which the residential area parking permit is assigned. The residential area parking permit is not transferable to another vehicle or to another person.

(G) *Permit fee.* The Collections Division of the Financial Services Department shall issue residential area parking permits and a fee shall be charged. The amount of the fee shall be set out in the *Manual of Fees*. The charge shall not be prorated for partial years. There shall also be a charge for duplicate or lost permits, and that charge shall be set out in the *Manual of Fees*. Temporary residential area parking permits shall be issued on a fiscal year basis and shall expire at midnight on June 30th of each year. Permanent residential area parking permits shall be issued on a fiscal year basis and shall expire at midnight on June 30th of the fifth year after issuance.

(H) *Spaces not guaranteed.* The purchase of a residential area parking permit does not guarantee availability of a parking space or reserve a parking space within a designated residential parking area.

(I) *Interaction with time-limited parking.* When the residential area permit parking areas or spaces are properly marked for residential area permit parking or equivalent designation sufficient to inform the public that the parking area or space is reserved for its intended use and any other parking is prohibited, any otherwise controlling time limitation or fee associated therewith shall not apply to these spaces when a parked vehicle has a properly displayed valid residential area parking permit.

(J) *Proper display of permit required.* The issued residential area parking permit shall be attached to the left rear bumper or the left rear window of the vehicle for which the permit is assigned as specified on the permit and shall contain the vehicle license number, year of issue, and the identification number of the residential parking area for which the residential area parking permit was issued.

(K) *Violations.* In addition to any other violations of this section, it shall be unlawful:

- (1) For any person to falsely represent himself or herself as being eligible for a residential area parking permit; to willfully make any false statement in an application for a residential area parking permit; or to furnish any false information in an application to the Director of Financial Services in order to obtain a residential area parking permit.
- (2) For any person to display a residential area parking permit upon a vehicle, wherein the person or the vehicle is not authorized or eligible for the residential area parking permit or



- (3) For any person to display a residential area parking permit upon a vehicle unless the vehicle displays the same vehicle license number as shown on the residential parking permit.
- (4) To use a residential area parking permit for purposes of daily commuting to the residential area or for purposes of storage of nonresidential vehicles.
- (5) For any person to charge any fee to any person for use of a residential area parking permit except for the Director of Financial Services.

The Director of Financial Services is authorized to revoke the residential area parking permit of any permittee found to be in violation of this section and, upon written notification thereof, the permittee shall surrender the permit to the Director of Financial Services. No refund shall be issued and the violator will not be eligible for a new permit for one calendar year from the date of the notice of revocation. Failure by a permittee to surrender a residential area parking permit, when notified by the Director of Financial Services of the requirement to surrender same, shall constitute a violation of this chapter.

#### **SEC. 10-2-124 COMPLIANCE TO SIGNS.**

(A) When signs are erected or otherwise installed along or adjacent to on-street or off-street parking designated as an Uptown area parking area or a residential parking area giving notice that parking is prohibited during specified time periods except by permit or equivalent designation sufficient to inform the public that the parking area or space is reserved for its intended use and any other parking is prohibited, no person shall park a vehicle during restricted periods as designated in the *Schedule of Traffic Regulations*, unless the vehicle has a properly displayed residential parking permit decal for the area.

(B) When signs are erected or otherwise installed along or adjacent to on-street or off-street parking designated as an Uptown area parking area or a residential parking area giving notice that the parking time is limited to two hours during specified time periods except by permit or equivalent designation sufficient to inform the public that the parking area or space is reserved for its intended use and any other parking is prohibited, no person shall park a vehicle for longer than two hours during restricted periods as designated in the *Schedule of Traffic Regulations*, unless the vehicle has a properly displayed and issued parking permit for the designated area.

#### **SEC. 10-2-125 SPECIAL OR TEMPORARY PARKING PERMIT**

The City Manager is authorized to issue special or temporary parking permits which permit the holder thereof to park a vehicle displaying such permit at a location on a public street in a residential area where the parking is otherwise prohibited.

### ***Subpart d. Leased Parking***

#### **SEC. 10-2-126 OFF-STREET LEASED PARKING AREAS.**

(A) *Authority of City Manager or designated administrative officer.* In accordance with the provisions of N.C.G.S. 160A-272, the City Manager and any City administrative officer designated by the City Manager, including but not limited to the Director of Financial Services, is authorized as may be necessary to lease certain designated off-street parking areas for a period not to exceed one year and that the City Manager and said administrative officer is further authorized to negotiate and modify any terms necessary for the lease that are in the best interest of the City.

(B) *Designation.* The City Manager may designate off-street parking areas or portions thereof in the Uptown area subject to lease in accordance with this section.

(C) *Eligibility.* Only residents who reside within the Uptown area or who work in the Uptown area are eligible to apply for leased parking.

(D) *Execution of lease agreement and payment of fee required.* Before being authorized to park in a designated off-street leased parking area an applicant shall complete and execute a lease agreement with the City to be filed with the City Manager on forms provided by the City and a leased parking filing fee as established in the *Manual of Fees* shall be paid to the City. The lease agreement shall be verified under oath. The City Manager may also require the production of vehicle registration information, which may include presentation of registration cards and such other personal or business identification and documentation such as driver license, articles of incorporation, or other official records deemed necessary to satisfy the eligibility requirements of this section, including but not limited to utility or other billing statements or affidavits. The City Manager shall verify the information provided by the applicant and contained on the application prior execution of the lease.

(E) *Lessee's responsibilities; towing.* In addition to all responsibilities and obligations identified in the lease agreement entered into pursuant to this section the lessee shall be solely responsible for monitoring and controlling parking in all parking spaces subject to the lease agreement and maintaining and monitoring the parking area including authorizing the towing of any unauthorized vehicles from the leased parking area. The City shall not be responsible for the enforcement or towing of any vehicle illegally parked in a leased parking space and any towing that may be required is the sole responsibility of the lessee. The tower is responsible for ensuring compliance with the provisions of N.C.G.S. § 20-219.20.

### ***Subpart e. Controlled Access Parking***

#### **SEC 10-2-127. CONTROLLED ACCESS PARKING AREAS.**

(A) *Designation.* The City Manager may designate certain off-street parking areas or portions thereof to be controlled access parking areas.

(B) *Signs required.* Each controlled access parking area shall have appropriate signs giving notice of the defined boundary and times of control thereof or equivalent designation sufficient to inform the public that the parking area or space is reserved for its intended use and any other parking is prohibited and said signs shall be located at each parking space or entry point to the controlled access parking area.

(C) *Violations.* It shall be unlawful:

- (1) To transfer or to use assigned access cards or electronic devices for vehicles not registered for that specific controlled access parking area or for that card or device. If any person uses or allows to be used his or her access card or device to knowingly enable another vehicle to enter or exit a controlled access parking area without paying the applicable parking fee or permit fee, such person.
- (2) To enter or park in a controlled access parking area during the posted operation hours without paying the required fee or displaying a valid permit for that controlled access parking area. Whether or not a gate is open during the hours of pay parking operation is not an indication that an unauthorized vehicle may legally drive through and park in the controlled access parking area.
- (3) To deface, damage, tamper with, break, destroy, impair the usefulness of, evade without tendering due payment, or open without lawful authority an entry or exit gate or related equipment. A fee will be charged for replacing damaged access mechanisms, in addition to the applicable parking fine.
- (4) To tailgate or allow tailgating.
- (5) To be parked in a controlled access parking area beyond the period of authorized parking time, applicable to the parking space in which such vehicle is parked. Each hour that any such violation continues shall constitute a separate offense.

(D) *Days and hours of operation; fees.* Controlled access parking areas shall operate 24 hours per day, seven days per week, unless the Chief of Police has temporarily suspended parking enforcement not to exceed 48 hours, or unless otherwise posted by sign or other marking authorized by the City Manager. The amount of the applicable fees for parking within each controlled access parking area shall be determined by the City Manager and shall be listed in the *Manual of Fees*.

***Subpart f. Reserved Parking***

**SEC. 10-2-128 RESERVED PARKING.**

(A) *Generally.* A sufficient number of parking spaces shall be reserved to accommodate certain vehicles including but not limited to authorized emergency vehicles, public service vehicles, government-owned vehicles, motorcycles, electric vehicles, and vehicles owned by residents that reside within the Uptown area and to meet special needs as they arise. The City Manager in consultation with the Director of Engineering shall determine the precise location and status of reserved spaces. Requests for reserving spaces for individuals, departments, or agencies must receive approval from the City Manager. The annual fee for a reserved parking spaces shall be defined in the *Manual of Fees*.

(B) *Parking in reserved space prohibited unless authorized.* It is unlawful for any unauthorized person to park a vehicle in a reserved space. Notice of the reserved status of a parking space shall be prominently posted at the space. Once posted, such spaces are reserved at all times unless otherwise indicated.

(C) *Law enforcement vehicle parking.* Parking areas or parking spaces may be designated as parking spaces for law enforcement vehicles only. The location and number of these parking areas or parking spaces shall be determined by the City Manager and these spaces shall be designated by sign or other markings. Only official government owned law enforcement vehicles may be parked in the spaces designated for law enforcement vehicles under the provisions of this subsection.

**SEC. 10-2-129 CITY OFFICIALS AND EMPLOYEE PARKING AND SPACES RESERVED FOR CITY BUSINESS.**

(A) *Designation.* Upon any off-street parking area, the City Manager is authorized and directed to cause, designate, and define by official marking or signage parking lots or spaces assigned to or reserved for the exclusive use by City officials, City employees, and for persons engaged in business with the City.

(B) *Reserved lots for exclusive use by City employees.* As may be designated by the City Manager and defined by proper marking or signage, any lot owned by the City may be limited for exclusive parking of vehicles owned by the City and vehicles operated by City employees and used by them officially and regularly in connection with the performance of their duties as City employees.

(C) *Parking prohibited.* Unless the vehicle is registered with the City allowing parking in a designated, assigned, or reserved City employee lot or space, it shall be unlawful for any person to stop or park any vehicle on any lot or in such space reserved for City employees. Unless an occupant of a vehicle is engaged in business with the City, it shall be unlawful for any person to stop or park any vehicle on any lot or in such space reserved for City business and in no event shall the vehicle remain in the space for longer than 24 hours.

## ***PART 4. PARKING OF CERTAIN VEHICLES***

### **SEC. 10-2-130 TRUCKS RESTRICTED ON CERTAIN STREETS.**

(A) It shall be unlawful for any person to operate a loaded truck or other vehicle on any local or secondary City street in any subdivision or development complex when such truck or vehicle is loaded beyond 7,500 pounds per wheel; dual wheels shall be considered as one wheel load and one contact area, and any truck or vehicle using local or secondary streets shall be limited to six dual wheels (three rear axles).

(B) Local streets and secondary streets shall mean paved streets or roads designed to carry very little traffic and limited to residential areas where heaviest wheel loads expected are passenger vehicles and light trucks.

(C) All two-axle trucks, three-axle trucks and tractor-trailer trucks are hereby prohibited from traveling or parking on the streets or parts of streets designated in the *Schedule of Traffic Regulations*, except that such trucks may travel on such streets or parts of streets when necessary to load or unload commodities at a destination on the street. Signs shall be posted at all junction points and turns where necessary, and at approaches to the streets or parts of streets on which trucks are prohibited, stating that truck traffic is prohibited or directing truck traffic in accordance with this article.

### **SEC. 10-2-131 PARKING OF CERTAIN VEHICLES PROHIBITED AND RESTRICTED.**

(A) No person shall park a manufactured home as defined by N.C.G.S. § 143-143.9(6); commercial motor vehicle, farm tractor, house trailer, implement of husbandry, inoperable vehicle, on-track equipment, motor home or house car, school bus, school activity bus, property-hauling vehicle, recreational vehicle, junk vehicle, inoperable flood vehicle, inoperable reconstructed vehicle, road tractor, truck tractor, or utility vehicle as defined by N.C.G.S. § 20-4.01; or other commercial vehicle, mobile home, bus, or trailer at any time on any street within any area having a residential district zoning classification as defined by the Zoning Ordinance for Greenville, North Carolina nor shall any said vehicle be parked for a period of more than two consecutive hours on any other street.

(B) The provisions of this section shall not apply to a vehicle defined in subsection (A) parked for the purpose of the expeditious unloading and delivery or pickup and loading of materials, temporarily parked in cases of emergency involving a mechanical breakdown necessitating repairs, or parked on a street or a part of a street, in an area having a nonresidential district zoning classification, which has been designated as permitting the parking of any such vehicle in the *Schedule of Traffic Regulations*.

(C) It is unlawful for any person, for camping, living, or sleeping purposes, to stop or park any vehicle on or upon a street, alley, bridge, sidewalk, an on-street parking area, an off-street parking area, or any portion of property owned, operated, occupied, leased, or controlled by the City, except where signs are erected designating the location as an authorized campsite.

(D) Notwithstanding any other provisions of this chapter, the posting of signs shall not be required for the provisions of this section to be effective.

#### ***PART 5. SPECIAL EVENTS AND TEMPORARY CLOSING OF STREETS***

#### **SEC. 10-2-149 TEMPORARY PARKING RESTRICTIONS FOR SPECIAL EVENTS.**

(A) Upon a determination that the suspension or prohibition will prevent a safety or operational hazard or assist in the avoidance of a safety or operational hazard to the citizens of Greenville, the Chief of Police and the Director of Engineering are each authorized to temporarily suspend parking restrictions or temporarily prohibit parking on any street, alley, bridge, or upon property owned, operated, occupied, leased, or controlled by the City, including but not limited to any portion of on-street and off-street parking areas, for a special event for a period of time as needed for the special event, but not in excess of 48 hours.

(B) When parking has been temporarily prohibited pursuant to the provisions of this section, notification of the prohibition shall be made as follows.

- (1) At least 48 hours prior to the commencement of the time period which the restriction or prohibition of parking is effective, notice will be posted in at least two conspicuous locations adjacent to or upon the on the street, alley, bridge, or upon property owned, operated, occupied, leased, or controlled by the City which will have prohibited parking. The notice shall remain posted until the expiration of the time period which the prohibition of parking is effective.
- (2) The notice shall state the time and date the parking will be prohibited.
- (3) The notice shall state that violators are subject to a parking ticket and any vehicle parked in violation will be towed at the owner's expense.

(C) No person shall park a vehicle on a street, alley, bridge, or upon property owned, operated, occupied, leased, or controlled by the City in violation of a temporary parking prohibition designated pursuant to the provisions of this section.

(D) No person shall, without lawful authority, attempt to or in fact alter, deface, injure, knock down, possess or remove any notice posted pursuant to the provisions of this section.

#### **SEC. 10-2-150 TEMPORARY CLOSING OF STREETS FOR SPECIAL EVENTS.**

(A) *Required.* It shall be unlawful for any person, firm, organization, or entity of any kind or nature to temporarily close or block off in any manner any public street, alley, bridge, sidewalk, lot, parking lot, garage, parking garage, or any other location or facility owned, occupied, or leased by the City or to participate in, advertise for, or in any way promote a temporary street closing, except as allowed by state or federal law, or as provided by this section.

(B) *Application.* Any person, firm, or organization desiring to temporarily close or block off in any manner any public street, alley, bridge, sidewalk, lot, parking lot, garage, parking garage, or any other location or facility owned, occupied, or leased by the City shall apply for a permit for temporary street closing on an application form provided by the City Manager.

(C) *Consideration by City Manager.* In considering requests for a permit, the City Manager shall consider but shall not be limited to the following issues in determining whether to deny or issue a permit requesting any temporary street closing:

- (1) The nature, time, size, and duration of the event for which the requested locations will be closed.
- (2) The safety and welfare of organizers, City employees, participants, and surrounding residents.
- (3) Previous experience with the applicant, including any members of the firm, group, organization, or entity requesting temporary street closing.
- (4) Other activities in the vicinity of the locations requested to be closed.
- (5) The frequency of applications.
- (6) The effect on traffic patterns, flow, and safety.

(D) *Time for filing application.* The application for temporary street closing shall be filed at least 10 business days prior to the scheduled event or any advertising for same. Failure to file on time will result in denial of a permit, unless the City Manager determines that due to unusual circumstances, good cause exists to waive this requirement.

(E) *Conditions on permits.* The City Manager or Chief of Police shall have authority to impose any rules, regulations, and requirements deemed necessary on temporary street closing permits to reduce or minimize the dangers and hazards to vehicular or pedestrian traffic and to the general public. Such conditions may include but shall not be limited to a limitation on number of participants, duration, and noise levels.

(F) *Vendors.* Upon issuance of a temporary street closing permit, the applicant shall have full authority and control over the sale, distribution, or other transfer of any food, beverages, goods, wares, or merchandise, arts or crafts, or other concessions, games, and activities during the event for which the permitted locations will be temporarily closed, and shall be fully responsible and liable for damage to public property and litter from concessions, vendors, and participants the permit area.

(G) *Litter.* Applicants must provide for the collection and removal of all trash, garbage, and litter on all areas authorized to be closed by way of the temporary street closing permit and surrounding areas resulting from the special event for which the permitted locations were

temporarily closed. The area must be restored to its original condition immediately following the special event.

(H) *Barricades.* Upon issuance of a temporary street closing permit under this section, barricades from the Director of Engineering shall be used. Applicants will be held responsible for any damage to barricades.

(I) *Revocation of temporary street closing permit.* Any temporary street closing permit issued pursuant to this section may be revoked by the City Manager, Chief of Police, or any on-duty police officer, and the barricades removed at any time when, by reason of emergency, disorder, traffic conditions, violation of this section, or of any permit conditions or restrictions, or undue burden on public services, it is determined that the health, safety, or welfare of the public or protection of property requires revocation.

(J) *Temporary street closing by City; exemption.* The City Manager and Chief of Police may authorize the any temporary street closing as may be required for municipal purposes, such as street repair or emergencies and the City is hereby exempt from this section.

#### **ARTICLE D. ENFORCEMENT, PENALTIES, TOWING, AND APPEALS**

##### **SEC. 10-2-151 COMPLIANCE WITH CHAPTER; ENFORCEMENT.**

(A) *Operator to comply with chapter; effect of proof of ownership.* The person actually operating or in control of the operation of the vehicle at the time that the vehicle is parked or involved in a violation of this chapter shall be charged with the duty of complying with the provisions of this chapter; provided that proof of ownership of any vehicle found parked in violation of this chapter shall be prima facie evidence that the owner parked the vehicle.

(B) *Notice of violations; duties of police and parking enforcement officers.* If any vehicle shall be found illegally parked, parked overtime, or otherwise in violation of any of the provisions of this chapter, it shall be the duty of the Chief of Police, other police officers, or parking enforcement officers as designated by the Chief of Police to attach to the vehicle a notice to the owner or operator thereof, if the owner or operator is absent, or to deliver to the owner or operator, if he or she is present, a notice to the effect that the vehicle has been illegally parked, parked overtime, or in violation of a provision of this chapter.

##### **SEC. 10-2-152 PENALTIES FOR VIOLATION OF CHAPTER.**

(A) *Civil penalty by ticket for violations other than time-limited parking.* Unless otherwise specified in this chapter, a violation of any of the provisions of this chapter shall subject the violator to a civil penalty by way of a ticket in the amount of fifty dollars (\$50.00).

(B) *Graduated civil penalties for violations of time-limited parking.* Unless otherwise specified in this chapter, violations of any of the provisions of this chapter regarding time-limited parking shall subject the violator to graduated civil penalties as follows:



- (1) *First violation.* An issued written warning.
- (2) *Second violation.* A second violation of any provision regulating time-limited parking shall subject the violator to a civil penalty of ten dollars (\$10.00).
- (3) *Third and subsequent violations.* A third violation and any subsequent violation of any provision regulating time-limited parking shall subject the violator to a civil penalty of twenty dollars (\$20.00).

(C) *Late Penalties for violations of Article C. of this chapter.* Unless otherwise provided herein, if payment for a violation of any of the provisions of Article C. of this Chapter is not made within 10 days of issuance of the ticket, an additional fifteen dollar (\$15.00) late fee will be due. If payment for the violation is not made within 30 days of the issuance of the ticket, an additional fifteen dollar (\$15.00) late fee will be due. If the payment for the violation is not made within 60 days of the issuance of the ticket, an additional fifteen dollar (\$15.00) late fee will be due.

(D) *Revocation of parking permit or card access.* In addition to being responsible for the applicable parking ticket penalty any person having been issued a parking permit or card access to a controlled access parking area in accordance with this chapter who violates any of the provisions of Article C. of this chapter may have his or her parking permit or card access rights to the controlled access parking area deactivated or revoked and all off-street parking privileges suspended for a period of one year from the date of the offense.

(E) *Appeals; payment of civil penalties.* Unless appealed in accordance with the appeal provisions of this chapter, all civil penalties assessed for violations of any provision of this chapter 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.

(F) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
- (3) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.

(G) *Continuing violations.* Each day's continuing violation of any provision of this article shall be a separate and distinct offense.

#### **SEC. 10-2-153 TOWING OF VEHICLES PARKED AS PROHIBITED.**

(A) *Violations of on-street parking.* In addition to any other penalties as provided by this chapter and in accordance with Chapter 160A, Article 8 of the North Carolina General Statutes, N.C.G.S. § 160A-300, N.C.G.S. § 160A-301, N.C.G.S. § 160A-303 and the provisions of Part II, Title 12, Chapter 4 of this Code, a motor vehicle as defined by N.C.G.S. § 160A-303 that parks or is otherwise left upon any on-street parking in violation of any law or provision of this chapter prohibiting parking shall be deemed as abandoned and a police officer or a parking enforcement officer is authorized and directed to tow and store the motor vehicle by removing and disposing of the motor vehicle according to the provisions of N.C.G.S. § 160A-303 giving notice to the owner thereof as required by N.C.G.S. § 20-219.11(a). Prior to the release of the motor vehicle, all civil penalties due or forming the basis of the tow and all towing fees shall be paid by the owner or other person responsible for such vehicle.

(B) *Violations of off-street parking.* In addition to any other penalties as provided by this chapter and in accordance with Chapter 160A, Article 8 of the North Carolina General Statutes, N.C.G.S. § 160A-301, and N.C.G.S. § 160A-302, a vehicle that parks or is otherwise left upon any off-street parking area in violation of any law or provision of this chapter shall be subject to towing and storage and a police officer or a parking enforcement officer is authorized and directed to tow and store the vehicle by removing and disposing of the vehicle according to the provisions of N.C.G.S. § 160A-303 giving notice to the owner thereof as required by N.C.G.S. § 20-219.11(a). Prior to the release of the vehicle, all civil penalties due or forming the basis of the tow and all towing fees shall be paid by the owner or other person responsible for such vehicle.

(C) *Vehicles left on City property longer than 24 hours.* In addition to any other penalties as provided by this chapter and in accordance with Chapter 160A, Article 8 of the North Carolina General Statutes, N.C.G.S. § 160A-300, N.C.G.S. § 160A-301, N.C.G.S. § 160A-303 and the provisions of Part II, Title 12, Chapter 4 of this Code, a motor vehicle as defined by N.C.G.S. § 160A-303 that continues to remain parked in violation of any provisions of this chapter longer than 24 hours shall be deemed as abandoned and a police officer or a parking enforcement officer is authorized and directed to tow and store the motor vehicle by removing and disposing of the motor vehicle according to the provisions of N.C.G.S. § 160A-303 giving notice to the owner thereof as required by N.C.G.S. § 20-219.11(a). Prior to the release of the motor vehicle, all civil penalties due or forming the basis of the tow and all towing fees shall be paid by the owner or other person responsible for such vehicle.

#### **SEC. 10-2-154 UNLAWFUL REMOVAL OF IMPOUNDED VEHICLE UNTIL ALL FEES FULLY PAID.**

It shall be unlawful for any person to remove or attempt to remove from any storage facility designated by the City any vehicle which has been impounded pursuant to the provisions of this Code, unless and until all towing, storage, and impoundment fees which are due, or bond in lieu of such fees, have been fully paid.

## **SEC. 10-2-156 TOWING AND IMPOUNDING VEHICLES WITH UNPAID PARKING TICKETS.**

(A) *Authorization.* The Director of Financial Services may authorize a vehicle to be immobilized by wheel lock or other immobilization device or towed and impounded if the vehicle is illegally parked for which there are three or more unpaid parking tickets issued by the City which are at least 90 days overdue. For the purpose of determining whether an illegally parked vehicle has been issued three or more unpaid parking tickets issued by the City which are at least 90 days overdue, it shall be sufficient if the license plate number of the illegally parked vehicle and the license plate number of the vehicle appearing on the unpaid tickets are the same.

(B) *Procedure to immobilize a vehicle; immobilization fee.* An illegally parked vehicle for which there are three or more unpaid parking tickets issued by the City which are at least 90 days overdue may be immobilized by wheel lock or wheel locking device and the owners thereof assessed a wheel immobilization fee of fifty dollars (\$50.00). A wheel immobilization notice on a form approved by the Director of Financial Services shall be affixed to the vehicle in a conspicuous place. The wheel immobilization notice shall state the total amount owed for the unpaid and overdue parking tickets; the immobilization fee of fifty dollars (\$50.00); and the address and telephone number of the City office to be contacted to pay the unpaid and overdue parking tickets and the immobilization fee and request removal of the immobilization device. All charges including the unpaid and overdue parking tickets and immobilization fee must be paid before the immobilization device may be removed by the City. A receipt showing that all tickets and the immobilization fee have been paid will be provided to the vehicle owner by the Director of Financial Services who must also provide a copy to the Greenville Police Department in order to obtain the required release authorization to remove the immobilization device. The City shall not be responsible for any damage to an immobilized illegally parked vehicle resulting from on unauthorized attempts to free or move that vehicle.

(C) *Procedure to tow and impound; forms to complete.* An illegally parked vehicle for which there are three or more unpaid parking tickets issued by the City which are at least 90 days overdue may be towed and impounded utilizing the City rotation wrecker list as regulated in this Code. A vehicle tow sheet form is to be completed for each towed vehicle stating the name of the tower and where the vehicle is stored, the total amount owed for all unpaid and overdue parking tickets, the towing fee. The accompanying vehicle towing and storage report form shall also indicate "Impounded" on the report listing the address and telephone number of the City office to be contacted to pay the unpaid and overdue parking tickets. All charges including the unpaid and overdue parking tickets and the towing fee shall be paid before the vehicle can be released. A receipt showing that all tickets and the towing fee have been paid will be provided to the vehicle owner by the Director of Financial Services who must also provide a copy to the Greenville Police Department in order to obtain the required vehicle release authorization form for release of the impounded vehicle.

(D) *Mailing of notice of towing and impoundment to owner.* Once a vehicle has been towed and impounded, the Chief of Police shall mail or cause to be mailed a notice of towing and impoundment to the address of the last known registered owner of the vehicle and to the lienholder.

(E) *Release of impounded vehicle.* Upon payment of all unpaid and overdue parking tickets and all other applicable charges authorized by this section, including all towing fees, the vehicle shall be released from impound to the owner or any other person entitled to claim possession of the vehicle.

(F) *Disposal of impounded vehicles.* If a vehicle has been towed, and remains impounded in excess of 30 days, it may be disposed of in accordance with the provisions of the City Code relating to the disposition of junked or abandoned vehicles set forth in Part II, Title 12, Chapter 4 of this Code.

(G) *Appeals and appeal hearing.* The registered owner or person entitled to possession of any vehicle which has been immobilized or towed and impounded pursuant to this section may submit a written request for a hearing to the Chief of Police by mail within seven days from the receipt of the respective wheel immobilization notice or vehicle towing and storage report form. If a request for a hearing is not made within the allotted time, the right to a hearing shall have been waived. If a hearing is requested, the hearing shall be provided within seven days of receipt by the Chief of Police of the request for the hearing. Thereafter, an informal hearing will be conducted by the Chief of Police at a time and place designated by the Chief of Police.

#### **SEC. 10-2-155 APPEALS; APPEAL BOARD.**

(G) *Appeal board.* An Appeal Board of three City employees selected by the City Manager shall be authorized to hear and decide appeals in accordance with this section. There shall be an alternate member from the Financial Services Department to serve on the Appeal Board in the event of a conflict of interest.

(H) *Appeal to appeal board.* The issuance of any civil penalty for a violation of any of the provisions of this chapter or the denial, revocation, or deactivation of a parking permit or card access to a controlled access parking area may be appealed by the filing an appeal in accordance with this section.

- (1) *Notice of appeal; contents and filing; waiver of appeal.* A person who elects to appeal a civil penalty or the denial, revocation, or deactivation of a parking permit or card access to a controlled access parking area shall file a notice of appeal in writing within five days of the issuance of the penalty or decision that is the basis of the appeal. The notice of appeal 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 five days after the date of the issued civil penalty or date of decision that is the basis of the appeal shall be deemed waived as untimely, shall not be considered by the Appeal Board, and the imposition of the civil penalty or the decision at issue shall stand, shall be fully enforceable, and may not be thereafter 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 provide notice of the hearing via either or both first class mail or electronic mail to the appellant and shall also provide notice to City employee who issued the civil penalty or who made the decision at issue. If the appellant does not appear at the hearing, the imposition of the civil penalty or the decision at issue shall stand, shall be fully enforceable, and may not be thereafter appealed.

- (3) *Conduct of the hearing.* The hearing on the appeal 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 either or both first class mail or electronic mail.

(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 penalty or decision during appeal.* The imposition of a civil penalty or the decision forming the basis of the appeal shall be stayed during the pendency of the appeal.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. 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 7. 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 8. This ordinance will become effective upon passage.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

ORDINANCE NO. 23-\_\_\_\_\_

AN ORDINANCE TO MAKE REVISIONS TO PORTIONS OF PART II, TITLE 12, CHAPTERS 1, 2, 3, 5, AND 7 OF THE CODE OF ORDINANCES, CITY OF GREENVILLE

WHEREAS, the City Council of the City of Greenville desires to revise certain provisions of Part II, Title 12, Chapters 1 and 5 of the Code of Ordinances, City of Greenville to conform to applicable North Carolina law, including but not limited to 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;

WHEREAS, the certain revisions to the Code of Ordinances, City of Greenville regarding Part II, Title 12, Chapter 1, 2, 3, 5, and 7 of the Code of Ordinances, City of Greenville are necessary to adequately ensure uniform compliance with applicable law, make technical corrections to existing provisions, and address the interests of public safety and welfare;

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

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

(E) *Civil Penalties.*

- (1) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.

- (3) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.
- (4) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 2. That Part II, Title 12, Chapter 1, Section 4 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 12-1-4 LITTERING PROHIBITED.**

(A) It shall be unlawful for any person, firm, organization, or private corporation to place, discard, dispose, or leave any trash, refuse, or garbage upon any of the following unless such garbage, refuse, or trash is placed in a designated location or container for removal by a specific garbage or trash service collector:

- (1) A sidewalk, street, or highway located in the city.
- (2) Upon property owned or operated by the city.
- (3) Upon any private property located in the city without the consent of the owner, occupant, or lessee thereof.

(B) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.G.S. § 160A-175 and shall pay a criminal penalty of fifty dollars (\$50.00).
- (2) *Civil.*
  - (a) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.
  - (c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
    3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 3. That Part II, Title 12, Chapter 1, Section 5, Subsection (E) of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

(E) *Civil penalties.* A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in the amount of one hundred dollars (\$100.00) per day, per occurrence, plus the cost of removal. The cost of removal shall be a fifty dollar (\$50.00) administrative fee, plus all actual labor and machine costs.

- (1) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.
- (2) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.

Any of these remedies are in addition to the authority contained in subsection (B) to remove the unlawfully posted handbills or signs.

- (3) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 4. That Part II, Title 12, Chapter 1, Section 6 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 12-1-6. RESERVED.**

SECTION 5. That Part II, Title 12, Chapter 1, Section 7, Subsection (B) of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

(B) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.

(c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 6. That Part II, Title 12, Chapter 1, Section 10 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 12-1-10. RESERVED.**

SECTION 7. That Part II, Title 12, Chapter 1, Section 11, Subsection (G) of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

(G) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.

(c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 8. That Part II, Title 12, Chapter 1, Section 12, Subsection (D) of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

(D) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.

- (c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.
- (4) *Injunctive Relief Authorized.* The City Attorney is authorized to seek injunctive relief against repeat violators of this section.

SECTION 9. That Part II, Title 12, Chapter 1, Section 13, Subsection (D) of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

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

- (1) *Criminal.* Continuing to smoke in violation of this section constitutes an infraction, and the person committing the infraction may be punished by a fine of not more than fifty dollars (\$50.00). Conviction of an infraction under this section has no consequence other than payment of a penalty. A person smoking in violation of this subsection may not be assessed court costs.
- (2) *Civil.*
  - (a) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.
- (c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  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) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.



- (4) In addition to the penalties stated in subsections (D)(1) and (D)(2) above, a violation of this section by a city or GUC employee shall subject the employee to disciplinary action under the respective personnel policies of the city or GUC.
- (5) The Chief of Police, the City Manager, the GUC General Manager, or their designees are authorized to issue civil citations for violations of subsection (D)(2) above.

SECTION 10. That Part II, Title 12, Chapter 1, Sections 14 and 15 of the Code of Ordinances, City of Greenville are repealed and hereby replaced and amended to now read as follows:

**SEC. 12-1-14 CONCEALED HANDGUNS PROHIBITED; LOCAL GOVERNMENT BUILDINGS, GROUNDS, AND RECREATIONAL FACILITIES.**

(A) *Definitions.* For the purpose of this section, the following definitions shall apply:

- (1) *City.* City of Greenville.
- (2) *Local government building.* A building, including any portion thereof owned, leased, operated, managed, or controlled by the city and, to the extent that the provisions of N.C.G.S. § 14-415.11(c)(8) do not apply, a building, including any portion thereof owned, leased, operated, managed, or controlled by any of the following:
  - (a) The Pitt-Greenville Airport or Pitt-Greenville Airport Authority.
  - (b) The Sheppard Memorial Library or Sheppard Memorial Library Board of Trustees.
  - (c) The Greenville Utilities Commission or GUC.
- (3) *Recreational facilities.* Only those recreational facilities owned, leased, operated, managed, or controlled by the city as follows:
  - (a) An athletic field, including any appurtenant facilities such as restrooms, during an organized athletic event if the field had been scheduled for use with the city or other office responsible for operation of the park or recreational area.
  - (b) A swimming pool, including any appurtenant facilities used for dressing, storage of personal items, or other uses relating to the swimming pool.

- (c) A facility used for athletic events, including, but not limited to, a gymnasium.

Recreational facilities do not include any greenway, designated biking or walking path, an area that is customarily used as a walkway or bike path although not specifically designated for such use, open areas or fields where athletic events may occur unless the area qualifies as an “athletic field” as herein defined in subsection (2)(a) herein, and any other area that is not specifically described in subsection (2) herein.

(B) *Prohibition in local government buildings and appurtenant premises.* The carrying of a concealed handgun is prohibited, by the posting of signs approved indicating that the carrying of a concealed handgun is prohibited, in or on each local government building and the appurtenant premises to the local government building. The City Manager shall approve or cause to be posted appropriate signs in

(C) *Prohibition in recreational facilities.* The carrying of a concealed handgun is prohibited, by the posting of signs indicating that the carrying of a concealed handgun is prohibited, in or on the following specifically identified recreational facilities:

- (1) The recreational facilities at Andrew A. Best Freedom Park at 315 Oakdale Road;
- (2) The recreational facilities at the Bradford Creek Golf Course at 4950 Old Pactolus Road;
- (3) The recreational facilities at the Bradford Creek Soccer Complex at 4523 Old Pactolus Road;
- (4) The recreational facilities at the Greenville Community Pool at 2113 Myrtle Avenue;
- (5) The recreational facilities at the Greenville Aquatics and Fitness Center at 921 Staton Road;
- (6) The recreational facilities at Drew Steele Center, Elm Street Center, tennis courts, Stallings Stadium baseball field, Sara Vaughn Field of Dreams baseball field, shuffleboard courts, horseshoe pits and bocce courts at Elm Street Park at 1058 and 1055 South Elm Street;
- (7) The recreational facilities at Evans Park at 625 West Arlington Blvd;
- (8) The recreational facilities at Greenfield Terrace Park at 120 Park Access Road;

- (9) The recreational facilities at Guy Smith Stadium and at Guy Smith Park at 1000 Moye Boulevard;
- (10) The recreational facilities at the Boyd Lee Center at H. Boyd Lee Park at 5184 Corey Road;
- (11) The recreational facilities at Jaycee Park at 2000 Cedar Lane;
- (12) The recreational facilities at Matthew Lewis Park at West Meadowbrook at 900 Legion Street;
- (13) The recreational facilities at the Perkins complex at 1703 E. 14th Street;
- (14) The recreational facilities at River Park North at 1000 Mumford Road;
- (15) The recreational facilities at the South Greenville Recreation Center and at South Greenville Park at 851 Howell Street;
- (16) The recreational facilities at the Sports Connection at 1701 E. 14th Street;
- (17) The recreational facilities at the Eppes Recreation Center and at Thomas Foreman Park at 400 Nash Street;
- (18) The recreational facilities at Westhaven Park on Cedarhurst Drive; and
- (19) The recreational facilities at Woodlawn Park on Woodlawn Avenue.

(D) *Posting of signs required.* The signs as defined in subsections (B) and (C) of this section shall be approved by the City Manager and upon consultation with appropriate managers and staff shall be posted in a manner so as to be visible to the general public prior to entering the building, appurtenant premises, or recreational facilities as may be applicable.

(E) *Penalties.* A violation of subsections (B) or (C) may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.
- (c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  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) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

(F) *Persons excepted.* The provisions of this section shall not apply to the carrying of a concealed handgun by those persons enumerated in N.C.G.S. § 14-269(b).

(G) *Exemptions.*

- (1) Notwithstanding any other provision of this section, upon obtaining the appropriate permit required by law, the possession of a concealed handgun shall be permitted at a convention center owned, leased, managed, operated, or controlled by the city, by vendors or exhibitors at an event where the display, sale, or exhibition of handguns is permitted or by individuals who have or possess a handgun for the sole purpose of sale or trade at an event where the display, sale, or exhibition of handguns is permitted. Such persons shall be required to display their permit upon entrance into the convention center and have the handgun checked, inspected, and disabled upon entrance into the convention center.
- (2) Notwithstanding any other provision of this section, upon obtaining the appropriate permit required by law, the possession of a concealed handgun shall be permitted provided that the concealed handgun permittee secures the handgun in a locked vehicle within the trunk, glove box, or other enclosed compartment or area within or on the motor vehicle.

**SEC. 12-1-15 RESERVED.**

SECTION 11. That Part II, Title 12, Chapter 1, Section 17 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 12-1-17. RESERVED.**

SECTION 12. That Part II, Title 12, Chapter 1, Section 19, Subsection (D) of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

(D) *Civil Penalties.*

- (1) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.
- (3) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.
- (4) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 13. That Part II, Title 12, Chapter 1, Section 20, of the Code of Ordinances, City of Greenville is amended by adding Subsection (E) to now read as follows:

(E) *Civil Penalties.*

- (1) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.
- (3) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.
- (4) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 14. That Part II, Title 12, Chapter 2, Section 16, Subsection (A) of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

(A) *Appeal board; members.* The Appeal Board shall be constituted of three City employees who shall be authorized to hear and decide appeals in accordance with this section. One member shall be the Chief of Police or designee from the Police Department. The remaining two members shall be either the City Manager and a designee or two designees selected by the City Manager. There shall be an alternate member selected by the City Manager to serve on the Appeal

Board in the event of a conflict of interest. The APS Supervisor may not serve on the Appeal Board.

SECTION 15. That Part II, Title 12, Chapter 3, Article C., Section 23, Subsection (A) of the Code of Ordinances, City of Greenville is repealed and amended to now read as follows:

(A) It shall be unlawful for any person, without express permission or authority of the owner of the property, to deface with graffiti any governmental, commercial or residential property or any other real property or any personal property. In addition to or in lieu of any remedies available in this chapter or by other operation of law, any person violating any provision of this subsection shall be guilty of a Class 3 misdemeanor pursuant to N.C.G.S. § 14-4 and N.C.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). Any individual defacing such property also shall be subject to prosecution for such offenses as found within the statutes of the State of North Carolina, including but not limited to restitution costs for abatement of the nuisance and damage to the property.

SECTION 16. That Part II, Title 12, Chapter 5, Section 4 of the Code of Ordinances, City of Greenville is amended by adding Subsection (F) to now read as follows:

(F) *Penalties.* Unless exempt pursuant to City Code § 12-5-6, a violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty; delinquency charge.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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. If the civil penalty is not timely paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance, the violator will be assessed an delinquency charge of an additional fifty dollars (\$50.00) for each 72-hour period thereafter upon nonpayment until paid in full.
- (c) *Methods of recovery of unpaid civil penalty.* 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 and the assessment of an administrative fee.
  3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.G.S. § 18C-134.
  4. Equitable remedies issued by a court of competent jurisdiction, including but not limited to nuisance abatement procedures.
  5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
  6. The City Attorney, or his or her designee, is authorized to file suit on behalf of the city to collect any unpaid civil penalties and any delinquency charges, and the Police Chief, or his or her designee, is authorized to verify and sign complaints on behalf of the city in such suits. If litigation is required to recover the civil penalties and delinquency charges, the City Attorney or his or her designee in addition to the civil penalties and delinquency charges may recover

reasonable attorneys' fees and other costs incurred in bringing the action and collecting the judgment.

- (3) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 17. That Part II, Title 12, Chapter 5, Section 5 of the Code of Ordinances, City of Greenville is amended by adding Subsection (C) to now read as follows:

(C) *Penalties.* Unless exempt pursuant to City Code § 12-5-6, a violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty; delinquency charge.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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. If the civil penalty is not timely paid to and received by the revenue division of the City's Financial Services Department within five business days from the

date of issuance, the violator will be assessed an delinquency charge of an additional fifty dollars (\$50.00) for each 72-hour period thereafter upon nonpayment until paid in full.

(c) *Methods of recovery of unpaid civil penalty.* 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 and the assessment of an administrative fee.
3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.G.S. § 18C-134.
4. Equitable remedies issued by a court of competent jurisdiction, including but not limited to nuisance abatement procedures.
5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
6. The City Attorney, or his or her designee, is authorized to file suit on behalf of the city to collect any unpaid civil penalties and any delinquency charges, and the Police Chief, or his or her designee, is authorized to verify and sign complaints on behalf of the city in such suits. If litigation is required to recover the civil penalties and delinquency charges, the City Attorney or his or her designee in addition to the civil penalties and delinquency charges may recover reasonable attorneys' fees and other costs incurred in bringing the action and collecting the judgment.

(3) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 18. That Part II, Title 12, Chapter 5, Section 8 of the Code of Ordinances, City of Greenville is amended by adding Subsection (H) to now read as follows:

(H) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty; delinquency charge.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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. If the civil penalty is not timely paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance, the violator will be assessed an delinquency charge of an additional fifty dollars (\$50.00) for each 72-hour period thereafter upon nonpayment until paid in full.
  - (c) *Methods of recovery of unpaid civil penalty.* 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 and the assessment of an administrative fee.
3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.G.S. § 18C-134.
4. Equitable remedies issued by a court of competent jurisdiction, including but not limited to nuisance abatement procedures.
5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
6. The City Attorney, or his or her designee, is authorized to file suit on behalf of the city to collect any unpaid civil penalties and any delinquency charges, and the Police Chief, or his or her designee, is authorized to verify and sign complaints on behalf of the city in such suits. If litigation is required to recover the civil penalties and delinquency charges, the City Attorney or his or her designee in addition to the civil penalties and delinquency charges may recover reasonable attorneys' fees and other costs incurred in bringing the action and collecting the judgment.

- (3) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 19. That Part II, Title 12, Chapter 5, Section 9 of the Code of Ordinances, City of Greenville is amended by adding Subsection (E) to now read as follows:

(E) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty; delinquency charge.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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. If the civil penalty is not timely paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance, the violator will be assessed an delinquency charge of an additional fifty dollars (\$50.00) for each 72-hour period thereafter upon nonpayment until paid in full.
- (c) *Methods of recovery of unpaid civil penalty.* 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 and the assessment of an administrative fee.
  3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.G.S. § 18C-134.
  4. Equitable remedies issued by a court of competent jurisdiction, including but not limited to nuisance abatement procedures.

5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
6. The City Attorney, or his or her designee, is authorized to file suit on behalf of the city to collect any unpaid civil penalties and any delinquency charges, and the Police Chief, or his or her designee, is authorized to verify and sign complaints on behalf of the city in such suits. If litigation is required to recover the civil penalties and delinquency charges, the City Attorney or his or her designee in addition to the civil penalties and delinquency charges may recover reasonable attorneys' fees and other costs incurred in bringing the action and collecting the judgment.

- (3) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 20. That Part II, Title 12, Chapter 5, Section 10 of the Code of Ordinances, City of Greenville is amended by adding Subsection (D) to now read as follows:

(D) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty; delinquency charge.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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. If the civil penalty is not timely paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance, the violator will be assessed an delinquency charge of an additional fifty dollars (\$50.00) for each 72-hour period thereafter upon nonpayment until paid in full.
- (c) *Methods of recovery of unpaid civil penalty.* 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 and the assessment of an administrative fee.
  3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.G.S. § 18C-134.
  4. Equitable remedies issued by a court of competent jurisdiction, including but not limited to nuisance abatement procedures.
  5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
  6. The City Attorney, or his or her designee, is authorized to file suit on behalf of the city to collect any unpaid civil penalties and any delinquency charges, and the Police Chief, or his or her designee, is authorized to verify and sign complaints on behalf of the city in such suits. If litigation is required to recover the civil penalties and delinquency charges, the City Attorney or his or her designee in addition to the civil penalties and delinquency charges may recover



reasonable attorneys' fees and other costs incurred in bringing the action and collecting the judgment.

- (3) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 21. That Part II, Title 12, Chapter 5, Section 11 of the Code of Ordinances, City of Greenville is amended by adding Subsection (D) to now read as follows:

(D) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty; delinquency charge.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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. If the civil penalty is not timely paid to and received by the revenue division of the City's Financial Services Department within five business days from the

date of issuance, the violator will be assessed an delinquency charge of an additional fifty dollars (\$50.00) for each 72-hour period thereafter upon nonpayment until paid in full.

(c) *Methods of recovery of unpaid civil penalty.* 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 and the assessment of an administrative fee.
3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.G.S. § 18C-134.
4. Equitable remedies issued by a court of competent jurisdiction, including but not limited to nuisance abatement procedures.
5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
6. The City Attorney, or his or her designee, is authorized to file suit on behalf of the city to collect any unpaid civil penalties and any delinquency charges, and the Police Chief, or his or her designee, is authorized to verify and sign complaints on behalf of the city in such suits. If litigation is required to recover the civil penalties and delinquency charges, the City Attorney or his or her designee in addition to the civil penalties and delinquency charges may recover reasonable attorneys' fees and other costs incurred in bringing the action and collecting the judgment.

(3) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 22. That Part II, Title 12, Chapter 5, Section 12 of the Code of Ordinances, City of Greenville is amended by adding Subsection (D) to now read as follows:

(D) *Penalties.* A violation of this section may subject the violator 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 N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty; delinquency charge.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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. If the civil penalty is not timely paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance, the violator will be assessed an delinquency charge of an additional fifty dollars (\$50.00) for each 72-hour period thereafter upon nonpayment until paid in full.
  - (c) *Methods of recovery of unpaid civil penalty.* 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 and the assessment of an administrative fee.
3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.G.S. § 18C-134.
4. Equitable remedies issued by a court of competent jurisdiction, including but not limited to nuisance abatement procedures.
5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
6. The City Attorney, or his or her designee, is authorized to file suit on behalf of the city to collect any unpaid civil penalties and any delinquency charges, and the Police Chief, or his or her designee, is authorized to verify and sign complaints on behalf of the city in such suits. If litigation is required to recover the civil penalties and delinquency charges, the City Attorney or his or her designee in addition to the civil penalties and delinquency charges may recover reasonable attorneys' fees and other costs incurred in bringing the action and collecting the judgment.

- (3) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 23. That Part II, Title 12, Chapter 5, Section 13 is repealed and replaced by the following Section:

**SEC. 12-5-13 ENFORCEMENT; ORAL NOTICE ALLOWED BUT NOT REQUIRED.**

(A) *Enforcement authorized.* In addition to any employee authorized by the City Manager to enforce the provisions of this chapter and take any civil enforcement action as herein stated for any violations of this chapter, a police officer is hereby authorized to enforce the provisions of this chapter and may take any enforcement action as herein stated for any violations of this chapter.

(B) *Oral notice to abate the noise allowed; not mandatory.* When it is reasonable and practical to do so, a person believed to be violating any portion of this chapter may, but is not required to be given an oral notice to cease or abate the noise immediately, or as soon as is reasonable or practical, prior to being charged with a violation. If the oral notice to cease or abate the noise is not complied with, the person or persons responsible for the violation may be charged with a violation of this chapter.

SECTION 24. That Part II, Title 12, Chapter 7 of the Code of Ordinances, City of Greenville is repealed in its entirety.

SECTION 25. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 26. 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 27. This ordinance will become effective upon passage.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

ORDINANCE NO. 23-\_\_\_\_\_

AN ORDINANCE TO MAKE TECHNICAL REVISIONS TO PORTIONS OF PART II, TITLES 1, 2, 5, 6, 9, and 11 OF THE CODE OF ORDINANCES, CITY OF GREENVILLE

WHEREAS, the City Council of the City Greenville desires to revise certain provisions of Part II, Title 6 of the Code of Ordinances, City of Greenville to conform to applicable North Carolina law, including but not limited to 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;

WHEREAS, the certain revisions to the Code of Ordinances, City of Greenville are necessary to adequately ensure uniform compliance with applicable law, make technical corrections, and address the interests of public safety and welfare;

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

SECTION 1. That Part II, Title 1, Chapter 1, Section 5 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 1-1-5 CIVIL PENALTY FOR VIOLATION OF ORDINANCE; NOT EXCLUSIVE REMEDY; CONTINUING VIOLATIONS.**

(A) In accordance with N.C.G.S. § 160A-174 and N.C.G.S. § 160A-175, unless this Code of Ordinances provides otherwise, a violation of any provision hereof shall subject the violator to a civil penalty by way of a civil ticket issued by the City Manager or his or her designees in an amount as follows:

- (1) *First violation.* A violation of any of the provisions of this Code of Ordinances 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 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 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation of any provision of this Code of Ordinances 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.

(C) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions 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 and the assessment of an administrative fee.
- (3) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.

(D) *Separate offenses.* Each violation of any provision of this Code of Ordinances and each day that a violation continues is considered a separate offense.

(E) By express statement, an ordinance contained herein may provide for its enforcement by other remedies, as authorized in N.C.G.S. § 14-4, N.C.G.S. § 160A-174, and N.C.G.S. § 160A-175, including the imposition of a criminal penalty unless exclude by law, civil penalties, the ordering of appropriate equitable relief, including injunctions, or a combination of remedies.

SECTION 2. That Part II, Title 2, Chapter 3, Article E., Section 52, Subsection (D) of the Code of Ordinances, City of Greenville is repealed.

SECTION 3. That Part II, Title 2, Chapter 3, Article F. Section 62, Subsection (C) of the Code of Ordinances, City of Greenville is repealed.

SECTION 4. That Part II, Title 5, Chapter 2, Article B., Section 34, Subsection (C)(2) of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

- (2) *Criminal.* Any person violating any provision of this article shall be guilty of a Class 3 misdemeanor pursuant to N.C.G.S. § 14-4 and N.C.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).

SECTION 5. That Part II, Title 6, Chapter 1, Sections 2, 3, and 4 of the Code of Ordinances, City of Greenville are repealed and hereby replaced and amended to now read as follows:

**SEC. 6-1-2 MONTHLY REPORT TO CITY MANAGER; DUTY TO GIVE INFORMATION.**

The Director of Public Works shall attend all monthly Council meetings and shall render to the City Manager prior to each regular monthly meeting of the Council a report of all services he or she has rendered and all amounts that he or she has expended, and at all times he or she shall give such information pertaining to his or her several duties as he or she may be called upon to give from time to time by the City Manager.

**SEC. 6-1-3 CIVIL PENALTY FOR VIOLATION OF THIS TITLE.**

(A) *Civil Penalties.* Unless otherwise provided in a specific section, a violation of any of the provisions of this title shall subject the offender to a civil penalty by way of a civil ticket issued by the Director of Public Works or his or her designee in an amount as follows:

- (1) *First violation.* A violation of any of the provisions of this title 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 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 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.

(C) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
- (3) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.

(D) *Separate offenses.* Each violation of this title and each day that a violation continues is considered a separate offense.

SECTION 6. That Part II, Title 9, Chapter 1, Article D., Section 62 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 9-1-62 PENALTIES FOR VIOLATION OF REGULATORY CODES.**

(A) *Penalties.* A violation of this article may subject the violator to any or all of the following penalties:

- (1) *Criminal.* The violation of any provisions of this article shall constitute a class 1 misdemeanor, as provided by N.C.G.S. § 160D-1124.

- (2) *Civil.*

- (a) A violation of any of the provisions of this of this article shall subject the violator to a civil penalty by way of a civil ticket in an amount as follows:

- 1. *First violation.* A violation of an order issued by the Enforcement officer 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.

- (c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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) *Separate offenses.* Each day's continuing violation shall be a separate and distinct offense.

SECTION 7. That Part II, Title 9, Chapter 1, Article E., Section 77, Subsection (A) of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

(A) After failure of an owner of a structure to comply with an order of the Code Enforcement Coordinator or officer issued pursuant to the provisions of this article, and upon adoption by the City Council of an ordinance authorizing and directing him or her to do so, as provided by N.C.G.S. § 160D-1203(5), Session Law 2005-200, and section 9-1-75(C) of this article, the Code Enforcement Coordinator or officer shall proceed to cause the structure to be removed or demolished, as directed by the ordinance of the City Council and shall cause to be posted on the main entrance of the structure a placard prohibiting the use or occupation of the structure. Use or occupation of a building so posted shall constitute a misdemeanor, as provided by N.C.G.S. § 160D-1203(4).

SECTION 8. That Part II, Title 9, Chapter 1, Article F., Section 110, Subsections (C)(1) and (C)(2) of the Code of Ordinances, City of Greenville are repealed and hereby replaced and amended to now read as follows:

(C) *Failure to comply with order.*

- (1) *In personam remedy.* If the owner of any deteriorated dwelling or dwelling unit shall fail to comply with an order of the Code Enforcement Coordinator

or officer to repair, alter or improve or to vacate or close the same within the time specified therein, or if the owner of a dilapidated dwelling shall fail to comply with an order of the Code Enforcement Coordinator or officer to remove or demolish the same within the time specified therein, the Code Enforcement Coordinator or officer may submit to City Council a resolution directing the City Attorney to petition the Superior Court for an order directing the owner to comply with the order of the neighborhood service coordinator or officer, as authorized by N.C.G.S. § 160D-1208(d).

- (2) *In rem remedy.* After failure of an owner of a deteriorated dwelling or of a dilapidated dwelling to comply with an order of the Code Enforcement Coordinator or officer within the time specified therein, if injunctive relief has not been sought or has not been granted as provided in the preceding subsection (C)(1), the Code Enforcement Coordinator or officer shall submit to the City Council an ordinance ordering the Code Enforcement Coordinator or officer to cause the dwelling or dwelling unit to be repaired, altered or improved, or vacated and closed or to be removed or demolished as provided in the original order of the Code Enforcement Coordinator or officer. The Code Enforcement Coordinator or officer may cause to be posted on the main entrance of the dwelling or dwelling unit a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a Class 1 misdemeanor, as provided by N.C.G.S. § 160D-1203(4).

SECTION 9. That Part II, Title 9, Chapter 1, Article F., Section 116 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 9-1-116 ALTERNATIVE REMEDIES.**

Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this article by criminal process as authorized by N.C.G.S. § 160D-1203(4), and section 9-1-119 of this article, and the enforcement of any remedy provided herein or in other ordinances or laws.

SECTION 10. That Part II, Title 9, Chapter 1, Article F., Section 119, Subsections (A) and (B) of the Code of Ordinances, City of Greenville are repealed and hereby replaced and amended to now read as follows:

(A) It shall be unlawful for the owner of any dwelling or dwelling unit to fail, neglect, or refuse to repair, alter or improve the same, or to vacate and close and remove or demolish the same, upon order of the Code Enforcement Coordinator and officer duly made and served in accordance with the provisions of this article, within the time specified in such order, and each day that any such failure, neglect or refusal to comply with the order continues shall constitute a

separate and distinct offense. It shall be unlawful for the owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to section 9-1-110 of this article, to occupy or permit the occupancy of the same after the time prescribed in the order for its repair, alteration, improvement, or its vacation and closing, and each day that the occupancy continues after the prescribed time shall constitute a separate and distinct offense.

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

- (1) *Criminal.* The violation of any provisions of this article shall constitute a class 1 misdemeanor, as provided by N.C.G.S. § 160D-1203(4).
- (2) *Civil.*
  - (a) A violation of any of the provisions of this of this article shall subject the violator to a civil penalty by way of a civil ticket in an amount as follows:
    1. *First violation.* A violation of an order issued by the Code Enforcement Supervisor or officer 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.
  - (c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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) *Separate offenses.* Each day's continuing violation shall be a separate and distinct offense.

SECTION 11. That Part II, Title 9, Chapter 1, Article G., Section 134 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 9-1-134 IN REM ACTION BY THE ENFORCEMENT OFFICER.**

After failure of an owner of a nonresidential building or structure to comply with an order of the Enforcement Officer issued pursuant to the provisions of this article and upon adoption by the City Council of an ordinance authorizing and directing the owner to do so, as provided by N.C.G.S. § 160D-1129(f) and section (D) of this article, the Enforcement Officer shall proceed to cause the nonresidential building or structure to be repaired, altered or improved to comply with the minimum standards established by this article, or to be vacated and closed or to be removed or demolished, as directed by the ordinance of the City Council. The Enforcement Officer may cause to be posted on the main entrance of any nonresidential building or structure which is to be vacated and closed a placard with the following words: "This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful." Any person who occupies or knowingly allows the occupancy of a building or structure so posted shall be guilty of a Class 1 misdemeanor, as provided by N.C.G.S. § 160D-1124.

SECTION 12. That Part II, Title 9, Chapter 1, Article G., Section 138 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 9-1-138 ALTERNATIVE REMEDIES.**

Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their abatement by summary

action or otherwise, or to enforce this article by criminal process as authorized by N.C.G.S. § 160D-1120 and section 9-1-142 of this article, and the enforcement of any remedy provided herein or in other ordinances or laws.

SECTION 13. That Part II, Title 9, Chapter 1, Article G., Section 142 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 9-1-142 VIOLATIONS; PENALTY.**

(A) It shall be unlawful for the owner of any nonresidential building or structure to fail, neglect, or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish the same, upon order of the Enforcement Officer duly made and served in accordance with the provisions of this article, within the time specified in the order, and each day that any such failure, neglect, or refusal to comply with the order continues shall constitute a separate and distinct offense. It shall be unlawful for the owner of any nonresidential building or structure, with respect to which an order has been issued pursuant to section 9-1-129(C) of this article, to occupy or permit the occupancy of the same after the time prescribed in the order for its repair, alteration, improvement, or its vacation and closing, and each day that the occupancy continues after the prescribed time shall constitute a separate and distinct offense.

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

- (1) *Criminal.* The violation of any provisions of this article shall constitute a class 1 misdemeanor, as provided by N.C.G.S. § 160D-1124.
- (2) *Civil.*
  - (a) A violation of any of the provisions of this of this article shall subject the violator to a civil penalty by way of a civil ticket in an amount as follows:
    1. *First violation.* A violation of an order issued by the Enforcement officer 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.
- (c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
  - 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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) *Separate offenses.* Each day's continuing violation shall be a separate and distinct offense.

SECTION 14. That Part II, Title 9, Chapter 5, Article A., Section 9, Subsection (C) of the Code of Ordinances, City of Greenville is repealed.

SECTION 15. That Part II, Title 9, Chapter 5, Article A., Section 10 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 9-5-10. RESERVED.**

SECTION 16. That Part II, Title 9, Chapter 5, Article A., Section 13, Subsection (B) of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

(B) It shall be unlawful for any person to reference or propose any new street or road name on any plat, or in any deed or instrument without first receiving the approval of the Planning and Zoning Commission.

SECTION 17. That Part II, Title 9, Chapter 5, Article H., Section 171 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 9-5-171 PENALTIES FOR VIOLATION.**

(A) *Civil penalties.* A violation of any of the provisions of this of this article shall subject the violator to a civil penalty by way of a civil ticket in an amount as follows:

- (1) *First violation.* A violation of an order issued by the Enforcement officer 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.

(C) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
- (3) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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.

(D) *Separate offenses.* Each day's continuing violation shall be a separate and distinct offense.

SECTION 18. That Part II, Title 11, Chapter 1, Article G., Section 140 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 11-1-140 CIVIL PENALTIES AND ENFORCEMENT ACTION.**

(A) All violations of this chapter shall subject the offender to a civil penalty and, where applicable, suspension of any certificate of public convenience and necessity or privilege license as provided elsewhere in this chapter as follows:

- (1) For a first offense, a civil penalty will be assessed in the amount of \$100.
- (2) In the event there is more than one violation within any 30 days period, then the civil penalty shall be increased for each additional violation over one during such period as follows:
  - a. The date of the first violation shall establish the beginning for the initial 30 days period. The next violation within that 30 days period shall be considered a second violation and shall subject the violator to a civil penalty of \$250.
  - b. Third and subsequent violations within the same 30 days period shall subject the violator to a civil penalty of \$500 for each violation.

(B) Once the 30 days period has run from the "first violation," the next violation shall be considered the first violation for establishing a new 30 days period. Each subsequent violation that follows more than 30 days from the previous first violation shall be a new first violation for the purpose of establishing a new 30 days period.

(C) The levying of civil penalties shall be initiated by any police officer or the taxicab inspector giving written notice of the violation committed to the vehicle for hire owner or driver, along with a statement that a civil penalty is being imposed.

(D) Civil penalties shall be paid within 72 hours of the issue date to Financial Services, Collections Division. If not paid within the 72 hours of the date of issue, an additional \$50 dollars delinquency charge will be added for each 72 hours period thereafter upon nonpayment until paid in full.

(E) The City Attorney or designee is authorized to file suit on behalf of the city to collect any unpaid citations and any delinquency charge, and the Police Chief or designee is

authorized to verify and sign the complaints on behalf of the city in such suits. If litigation is required to recover the penalties and delinquency charges, the City Attorney or designee may recover, in addition to the penalties and delinquency charges, reasonable attorneys fees and other costs incurred in bringing the action and collecting the judgment.

(F) Additionally, this chapter may be enforced through available equitable remedies including but not limited to enjoining the operation of any taxi, limousine, contract service, transport service or other vehicle for hire as issued by a court of competent jurisdiction. Citations issued to any driver or operator of any taxi, limousine, contract service, transport service or other vehicle for hire and not paid when the driver or operator leaves employment of the business or franchise holder shall be the responsibility of the franchise holder or business.

(G) Any permit required to be issued and renewed under the terms of this chapter shall not be issued or renewed in the event civil penalties for violations remain unpaid by the applicant or by an employee of the applicant.

SECTION 19. That Part II, Title 11, Chapter 2, Section 13 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

**SEC. 11-2-13 REVOCATION OF PARADE PERMIT; PENALTIES FOR VIOLATION.**

(A) *Permit revocation authorized.* A parade permit issued pursuant to this chapter may be revoked by the Chief of Police upon application of the standards for issuance stated in section 11-2-5.

(B) *Violations.* It shall be unlawful for any person to violate the provisions of this chapter or the conditions of the parade permit.

(C) *Penalties.* A violation of this chapter or the conditions of the parade permit may subject the violator to any or all of the following penalties:

(1) *Criminal.* Any person violating any provision of this chapter or the conditions of the parade permit shall be guilty of a Class 3 misdemeanor pursuant to N.C.G.S. § 14-4 and N.C.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) A violation of any of the provisions of this of this chapter or the conditions of the parade permit shall subject the violator to a civil penalty by way of a civil ticket in an amount 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) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation 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.

(c) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, 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 and the assessment of an administrative fee.
3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.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) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.

SECTION 20. That Part II, Title 11, Chapter 11, Section 14, Subsection (D) of the Code of Ordinances, City of Greenville is repealed and amended to now read as follows:

(D) *Criminal penalty.* In addition to or in lieu of any remedies available in this section or by other operation of law, any person violating any provision of this chapter shall be guilty of a Class 3 misdemeanor pursuant to N.C.G.S. § 14-4 and N.C.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).

SECTION 21. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 22. 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 23. This ordinance will become effective upon passage.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

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**Title of Item:** Resolution Approving an Interlocal Agreement with Tyrrell County to Provide Building Inspection Services

**Explanation:** Due to unforeseen circumstances within their organization, the County of Tyrrell has requested short-term inspections assistance from the City of Greenville's Inspections Division. This service is anticipated to be needed for up to six (6) weeks.

If City Council approves the resolution approving the interlocal agreement, the City of Greenville will provide a Certified Inspector (Level II or III in Building, Electrical, Mechanical, Plumbing and Fire as needed) for inspections services in Tyrrell County in accordance with the interlocal agreement.

The City has the capacity to provide this assistance to the fellow jurisdiction based upon the fact that if overtime is needed on the City's part to complete the inspections scheduled for the day an inspector is working for Tyrrell County, Tyrrell County will pay the overtime cost needed to the City.

**Fiscal Note:** \$50 per regular working hour and \$75 per overtime hour.

**Recommendation:** Approve the resolution approving an Interlocal Agreement between the City of Greenville and the County of Tyrrell

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## ATTACHMENTS

[1181541 - RESOLUTION FOR INTERLOCAL AGREEMENT WITH TYRRELL COUNTY - BUILDING INSPECTION SERVICES - R - COG.DOCX](#)

[Interlocal Agreement for Building Inspection Services for Tyrrell County.pdf](#)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
APPROVING AN INTERLOCAL AGREEMENT WITH THE COUNTY OF TYRRELL  
RELATING TO PROVIDING BUILDING INSPECTION SERVICES WITHIN THE  
TERRITORIAL JURISDICTION OF THE COUNTY OF TYRRELL

**WHEREAS**, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers the City of Greenville and County of Tyrrell to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

**WHEREAS**, the City and County have agreed to cooperate with each other in order to provide building inspection services within the territorial jurisdiction of the County of Tyrrell; and

**WHEREAS**, North Carolina General Statute § 160A-461 provides that an interlocal agreement shall be ratified by resolution of the governing body of each unit spread upon its minutes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Greenville that the Interlocal Agreement by and between the City of Greenville and County of Tyrrell be and is hereby approved, said Agreement relating to City of Greenville providing the County of Tyrrell building inspection services within the territorial jurisdiction of the County of Tyrrell.

**BE IT FURTHER RESOLVED** by the City Council of the City of Greenville that the City Manager be and is hereby authorized to execute the aforementioned Interlocal Agreement for and on behalf of the City of Greenville.

This the \_\_\_\_\_ day of June, 2023.

\_\_\_\_\_  
PJ Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

**STATE OF NORTH CAROLINA  
COUNTY OF PITT**

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF GREENVILLE, NC  
AND  
COUNTY OF TYRRELL  
FOR  
BUILDING INSPECTION SERVICES**

**THIS INTERLOCAL AGREEMENT**, made and entered into this date \_\_\_\_\_, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as “City”), and County of Tyrrell, a political subdivision of the State of North Carolina, established and operating pursuant to the laws of the State of North Carolina, (hereinafter referred to as “County”), (hereinafter, collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, from time to time, it may become necessary for the County to request building inspection services from the City;

**WHEREAS**, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers City and County to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

**WHEREAS**, the City and County have agreed to cooperate with each other in order to provide building inspection services within the territorial jurisdiction of the County of Tyrrell;

**WHEREAS**, North Carolina General Statute § 160A-461 authorizes the City and County to enter into an agreement relating to a city providing inspection services to a county; and

**WHEREAS**, this Agreement was properly ratified by resolution of the governing board of each unit spread upon its minutes.

**NOW, THEREFORE**, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

**ARTICLE 1  
RECITALS AND PURPOSE**

- 1. RECITALS:** The Recitals are incorporated into this Agreement.

**2. PURPOSE:** The purposed of this Agreement is to establish the terms and conditions under which the County may request building inspection services from the City. This will allow, among other things, the County to continue the building inspections and permitting process while the County’s building inspector is unavailable. This Agreement updates and replaces any prior building inspection services agreements between the County and City.

**3. SCOPE:** In accordance with the terms and conditions of this Agreement, City will provide to County the services of an experienced building inspector in order to provide inspection services within the territorial jurisdiction of County, said building inspector being hereinafter referred to as the Assisting Officer.

## **ARTICLE II PERFORMANCE, ROLES AND RESPOSIBILITIES**

**1. CREDENTIALS:** The Assisting Officer shall be certified in the State of North Carolina as a Level II or Level III Inspector in the trades of Building, Electrical, Mechanical, Plumbing and Fire as needed.

**2. REQUEST FOR SERVICES:** Prior to providing the Assisting Officer, County shall submit a weekly request to the city manager of the City pursuant to the following terms:

a. Requests shall be submitted in writing by each Monday no later than 12:00 p.m. for services to be rendered during the same week.

b. Requests from County shall include the type of inspection to be performed, including whether it is residential or commercial, so City can determine the type of inspector necessary.

c. Upon receipt of a request, the City shall determine availability of its inspectors and identify to the County the person who will be the Assisting Officer, and schedule a time for services to be performed during the same week.

**3. TIME FOR SERVICES:**

a. The inspection services will be provided at a maximum of one (1) day per each week during the term of this Agreement.

b. With the written agreement of the City Manager of City and the County Manager of County, the services may be provided a lesser or greater number of days per week.

**4. REIMBURSEMENT FOR SERVICES:**

a. County will pay City for the provision of inspection services within the territorial jurisdiction of County by the Assisting Officer at the rate of FIFTY AND NO 100THS DOLLARS (\$50.00) for every hour that the Assisting Officer is providing inspection services for



County and for any time required for conducting or participating in code or statutory enforcement proceedings or court proceedings arising from the inspection services provided under this Agreement, and for their commuting time in traveling to and from the worksite designated by County and the jurisdiction of City.

b. Should overtime become necessary for the performance of inspection services in the City *or* County as a result of assistance provided to the County, County will pay City for the provision of inspection services at the rate of SEVENTY-FIVE AND NO 100THS DOLLARS (\$75.00) for every hour that the Assisting Officer is providing inspection services for County and for any time required for conducting or participating in code or statutory enforcement proceedings or court proceedings arising from the inspection services provided under this Agreement, and for their commuting time in traveling to and from the worksite designated by County and the jurisdiction of City. Overtime shall be defined as the performance of inspection services by the City for the City *or* County, outside the hours of 8:00 AM – 5:00 PM, Monday thru Friday, as a result of assistance provided to County.

c. The payment of said hourly rate, including overtime, where necessary, is the full compensation which County will pay City for the provision of inspection services within the territorial jurisdiction of County by the Assisting Officer.

d. Payment will be made within fifteen (15) days after the receipt by County of an invoice from City for the inspection services within the territorial jurisdiction of County by the Assisting Officer. Such invoice shall include the type of inspection performed, the date of inspection, the fee and any applicable discounts on total fees, as well as a copy of written notices, permits or comments provided by the Assisting Officer.

**5. INSPECTION AUTHORITY:** While providing inspection services within the territorial jurisdiction of County, the Assisting Officer will have the same authority as building inspectors employed by City. It is understood and agreed that at all times, the Assisting Officer is not an employee of County.

**6. TRANSPORTATION AND EXPENSES:** County will provide the Assisting Officer with a vehicle while the Assisting Officer is conducting inspection services within the territorial jurisdiction of County. County will be responsible for providing the Assisting Officer any commuting expenses, whether Assisting Officer is using a vehicle provided by the City or a personal vehicle, to and from the territorial jurisdiction of County which City regularly provides to its employees pursuant to its policies.

### **ARTICLE III INDEMNIFICATION AND HOLD HARMLESS**

**1.** County will indemnify and hold harmless City and its officers, officials, independent contractors, agents, and employees for any claims or damages, resulting from the provision of inspection services within the territorial jurisdiction of County by the Assisting Officer which are within the scope of the authority of the Assisting Officer as a building inspector.

Further, it is understood and agreed by the County that the City will assume no liability for damages, injury, or other loss to the County, its employees or property, tools or equipment, or to other persons or properties located on County facilities resulting from the City's activities and operations while performing inspection services under this contract.

2. The County shall assume full and complete liability for any and all damages to County or private properties caused by or from activities, operations, and that of its employees, agents, and officers.

3. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services under this contract.

#### **ARTICLE IV TERM AND TERMINATION**

1. **TERM.** The term of this Agreement shall be for a period of six (6) weeks and shall become effective upon the properly authorized execution of the Agreement by both Parties and shall terminate on \_\_\_\_\_, unless sooner terminated pursuant to the provisions of paragraph IV.2. This Agreement may be extended for additional terms upon mutual written agreement of the County Manager of County and City Manager of City. At the end of the term, County shall be responsible for the performance of all inspection services, whether started or completed by City.

2. **TERMINATION.** This Agreement may be terminated by mutual agreement of the Parties or by either party, at any time, by the provision of at least fifteen (15) days written notice to the other party. County shall pay City for all services rendered prior to the effective date of termination.

#### **ARTICLE V OTHER PROVISIONS**

1. **NOTICE:** All notices, approvals, consents, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective Parties as follows:

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

With Copy to: City Attorney

Tyrell County:  
County Manager  
Tyrell County  
P.O. Box 449  
Columbia, NC 27925

With Copy to: County Attorney

Or to such other addresses as either party shall subsequently designate by notice given in accordance with this section.

**2. IRAN DIVESTMENT ACT CERTIFICATION:**

a. The County 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 County shall not utilize in the performance of this Agreement any subcontractor that is identified on the Iran Final Divestment List.

b. City 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. City shall not utilize in the performance of this Agreement any subcontractor that is identified on the Iran Final Divestment List.

**3. E-VERIFY COMPLIANCE:**

a. The County shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the County utilizes a subcontractor in the performance of this Agreement, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

b. City shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if City utilizes a subcontractor in the performance of this Agreement, City shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**4. TITLE VI NON-DISCRIMINATION:** County, its assignees and successors in interest certifies that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities and does not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

**5. REPRESENTATIONS AND WARRANTIES:** The Parties each represent, covenant and warrant for the other's benefit as follows:

a. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution of each Party's governing board spread upon its minutes. This Agreement is a valid and binding obligation of each Party.

b. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either of the Parties is now a party or by which either is bound, or constitutes a default under any of the foregoing.

c. To the knowledge of the Parties, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. The Party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

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

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

**8. E-SIGNATURE AUTHORITY:** The Parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The Parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

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

**10. HEADINGS:** Section and paragraph headings contained in this Agreement are solely for the convenience of the Parties and shall not affect in any way the meaning or interpretation of this Agreement

**11. REGULATORY AUTHORITY:** Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority.

**12. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**13. MODIFICATION.** This Agreement shall not be modified or otherwise amended except in writing signed by the Parties.

**14. THIRD PARTY RIGHTS:** This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

**15. BINDING AGREEMENT:** This Agreement shall be binding upon the successors and assigns of the Parties.

**16. ASSIGNMENT:** No party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Party.

**17. FURTHER ACTIONS:** The Parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Agreement.

**18. ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the Parties.

*[Signature Page Follows]*

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

CITY OF GREENVILLE

COUNTY OF TYRRELL

By: \_\_\_\_\_  
Ann E. Wall, City Manager

By: \_\_\_\_\_  
David L. Clegg, County Manager

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
City Attorney or Designee (Designee means Assistant City Attorney)

**PRE-AUDIT CERTIFICATION:**

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

**BY:** \_\_\_\_\_  
Byron Hayes, Director of Financial Services

**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
County Attorney or Designee

**PRE-AUDIT CERTIFICATION:**

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

**BY:** \_\_\_\_\_  
Karen Gerhart, Finance Officer

**DATE:** \_\_\_\_\_



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

---

**Title of Item:** Partial Deed of Release for Riverhills, Inc. and City of Greenville, NC  
Substitution of Trustee

**Explanation:** On March 22, 2000, the City of Greenville (the "City") was granted a Deed of Trust ("Deed") by Riverhills, Inc. ("Grantor") evidencing security for the payment of a note, notes or construction bond with certain real property for performance of public improvements at various subdivision projects owned and/or guaranteed by Grantor and/or Breezewood, Inc. and/or WEDCO Enterprises, Inc., as required by the City.

On April 3, 2001, a partial Deed of Release was granted to the Grantor for one of the parcels included in the Deed, which left a lien remaining on the other parcel identified in the Deed. The current owner of the parcel is seeking to sell it, and is requesting for the Deed of Trust to be released in its entirety.

City staff spent extensive efforts researching the potential subdivisions tied to the Deed to verify completion and acceptance of the improvements required to be performed as required by City Code of Greenville, NC for development of the subdivisions. Based on the available record, all improvements identified in various subdivisions were completed as required by the City Code, and are currently maintained by the City.

As another related matter, the former City Attorney for the City of Greenville, NC was the trustee on the original Deed and executed the Deed of Release. As a result, the City will need to appoint the current City Attorney as a substitute trustee.





The City is authorized to substitute its trustee pursuant to North Carolina General Statute § 45-10 and as the sole beneficiary, to execute the partial Deed of Trust formatted properly as required by G.S. § 45-36.22.

**Fiscal Note:** None

**Recommendation:** City Council approve the Partial Deed of Release and Notice of Substitution of Trustee, and provide authority for the Mayor, and substitute trustee, if necessary, to execute these documents and any other documents that may become necessary to effectuate the partial release of lien contemplated with this agenda item.

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## ATTACHMENTS

-  **B-1 No. 6 Deed of Trust Riverhills Inc..pdf**
-  **Deed of Release - Riverhills, Inc. DB 1126, Page 799.pdf**
-  **Substitution Of Trustee..pdf**
-  **Rogers Courtney Riverhills Inc Partial Release from City of Greenville..pdf**



Prepared: Gary Davis  
File: City of Greenville  
BOOK 1015 PAGE 532

NORTH CAROLINA  
PITT COUNTY

THIS DEED OF TRUST, made and entered into this 22 day of March, 2000, by and between RIVERHILLS, INC., hereinafter referred to as GRANTOR, of Pitt County, North Carolina, DAVID A. HOLEC, TRUSTEE, of Pitt County, North Carolina, and the City OF GREENVILLE, a Municipal Corporation, hereinafter referred to as BENEFICIARY, of Pitt County, North Carolina;

W I T N E S S E T H:

THAT, WHEREAS, GRANTOR and/or BREEZEWOOD, INC. and/or WEDCO ENTERPRISES, INC. is indebted to BENEFICIARY for a sum of money representing the estimated costs of improvements required by the Subdivision Ordinance of the City of Greenville for subdivision improvements at various subdivision projects owned and or guaranteed by GRANTOR and/or BREEZEWOOD, INC. and/or WEDCO ENTERPRISES, INC.

It is agreed that completion of the improvements required by the Subdivision Ordinance of the City of Greenville and as agreed to by GRANTOR and/or BREEZEWOOD, INC. and/or WEDCO ENTERPRISES, INC. in separate instruments for each project shall be secured by the conveyance of the property hereinafter described. The indebtedness secured herein shall be diminished by the value of the improvements completed.

The indebtedness secured herein shall not be in excess of the value of the property hereinafter described, but more than

GED # 29 danney2.hnd

DEED OF RELEASE RECORDED IN  
BOOK 1126 PAGE 799

one project may be secured at one time so long as the total indebtedness does not exceed the value of the property.

NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid and the sum of ONE (\$1.00) DOLLAR to GRANTOR paid by TRUSTEE, GRANTOR has bargained, sold, given, granted, and conveyed and by these premises does bargain, sell, give, grant, and convey unto TRUSTEE and his assigns the following described property:

See Attached Exhibit A

TO HAVE AND TO HOLD the said land and premises with all the rights and privileges and appurtenances thereunto belonging to the TRUSTEE, his heirs and assigns, upon the trust and for the uses and purposes following and none other:

FIRST: If GRANTOR and/or BREEZEWOOD, INC. and/or WEDCO ENTERPRISES, INC. shall fail or neglect to perform or cause to be performed the improvements secured herein by the completion date, then the total costs of the improvements shall become due, and on application of the BENEFICIARY hereby secured, it shall be lawful for, and the duty of the TRUSTEE to sell the land herein conveyed at public auction for cash, after having given such notice of hearing as commencement of foreclosure proceedings and obtained such findings or leave of court as may be then required by law and giving such notice and advertising the time and place of such sale in such manner as may be then provided by law, and upon completion of such sale and any resales and upon compliance with

BOOK 1015 PAGE 534

the then law relating to foreclosure proceedings to convey title to the purchaser. The proceeds of the sale shall, after the TRUSTEE retains the usual compensation received by Trustees for making such sale, and for all services performed and expense incurred, be applied to the amount due to complete the improvements secured herein.

SECOND: It is stipulated and agreed that if GRANTOR and/or BREEZEWOOD, INC. and/or WEDCO ENTERPRISES, INC. shall comply with the obligations imposed herein and discharge fully the trusts herein declared, before such sale, as described hereinabove, or the same shall be done by sale of part of the said lands hereinabove described then so much of said lands as may not have been sold, and are not required to meet any of said trust, shall be reconveyed to GRANTOR or title thereto be revested in him according to the provisions of law.

THIRD: Release by the TRUSTEE shall constitute a full acquittance of any obligation and a full release of any lien created by this instrument.

FOURTH: Cancellation of this instrument will be evidenced by it being marked "cancelled" by the Greenville City Manager. Upon presentation of the original of this document, marked "cancelled", dated and signed by the Greenville City Manager, the Pitt County Register of Deeds shall mark this instrument cancelled on the public records.

FIFTH: And, it is further stipulated and agreed that

BOOK 1015 PAGE 535

TRUSTEE shall be entitled to just compensation for any and all services performed under this trust, which compensation shall constitute a part of the debt secured by this conveyance, and be a lien on the property herein conveyed.

SIXTH: It is further stipulated and agreed that any sums expended by BENEFICIARY or its assigns, for payment of taxes on the hereinabove described property or to remove any prior liens, encumbrances, shall be added to and constitute a part of the debt hereby secured.

And said GRANTOR covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that the same is free and clear from all encumbrances and that he will warrant and defend the said title to the same against the claims of all persons whomsoever.

The designation GRANTOR, TRUSTEE and BENEFICIARY as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, GRANTOR has signed this instrument under seal, this the day and year first above written.

RIVERHILLS, INC.

ATTEST:

SECRETARY

*[Handwritten signature of Secretary]*

BY:

*[Handwritten signature of Vice President]*  
VICE PRESIDENT



BOOK 1015 PAGE 536

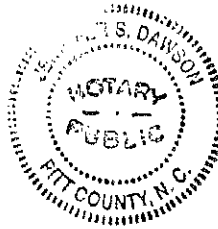
NORTH CAROLINA  
PITT COUNTY

I, Jennifer S. Dawson, a Notary Public in and for the aforesaid County and State, do hereby certify that Steven A. Krpata personally appeared before me this day and acknowledged that he is Secretary of RIVERHILLS, INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its (Vice) President, sealed with its corporate seal, and attested by himself as Secretary.

Witness my hand and notarial seal, this the 22nd day of March, 2000

Jennifer S. Dawson  
Notary Public

My Commission Expires: 1/26/03



NORTH CAROLINA: Pitt County  
The foregoing certificate(s) of Jennifer S. Dawson

Notary(ies) Public is (are) certified to be correct. Filed for registration at 2:29 o'clock P M. this 22 day of March 20 00

JUDY J. TART, Register of Deeds  
By Judy J. Tart  
Assistant Deputy Register of Deeds

## EXHIBIT A

PARCEL NO. 1: BEGINNING at a point, said point being located at the intersection of the northern right of way line of Highway 264 and the eastern right of way line of Riverhills Drive and running thence with the northern right of way line of Highway 264 S. 46-12 E. 250 feet, more or less, to the Frank M. Wooten line; running thence with the Frank M. Wooten line N. 30-23-48 E. 318.72 feet, more or less, to the "southern" line as described in that certain Agreement between Gertrude H. Hardee, Et Al, and Riverhills, Inc. of record in Book G-42, Page 608, of the Pitt County Registry, and running thence with said "southern" line N. 46-12 W. 176.10 feet to the eastern right of way line of Riverhills Drive; running thence with the eastern right of way line of Riverhills Drive, S. 43-48 W., 310.23 feet, more or less, to the Point of Beginning.

PARCEL NO. 2: BEGINNING at a point, said point being located at the intersection of the northern right of way line of U.S. 264 and the western right of way line of Riverhills Drive) and running thence with the western right of way line of Riverhills Drive, N. 43-48 E. 310.23 feet to the "southern" line of the property as described in that certain Agreement between Gertrude H. Hardee, Et Al and Riverhills, Inc., of record in Book G-42, Page 608, of the Pitt County Registry, and running thence with said "southern" line N. 46-12 W. 299 feet, more or less, to the dividing line between the Hardee-Highsmith property as shown on that map recorded in Map Book 15 at Page 63 and running thence with the Hardee-Highsmith line (the same being the dividing line between Tracts 6 and 7) S. 36 W. 304.01 feet, more or less, to U.S. Highway 264; running thence with U.S. Highway 264, S. 46-12 E. 252 feet, more or less, to the Point of Beginning, EXCEPT that portion thereof conveyed by Deed dated March 23, 1979, from Riverhills, Inc. to Larry C. Whitlow as described in Book X-47, at Page 1, of the Pitt County Registry comprising the western 30 feet of Parcel No. 2.

SAVE AND EXCEPT FROM THE TWO ABOVE TRACTS that portion of each tract conveyed to the Dept. of Transportation by deeds of record in Book 726 page 762 and 764 of the Pitt County Register of Deeds Office.

File Gary Davis

BOOK **1126** PAGE **799**

NORTH CAROLINA  
PITT COUNTY

THIS DEED OF RELEASE, made this 3rd day of April, 2001, by DAVID A. HOLEC, Trustee of the County of Pitt, State of North Carolina, and CITY OF GREENVILLE, hereinafter called the parties of the first part, to RIVERHILLS, INC., hereinafter called Grantee;

W I T N E S S E T H:

WHEREAS, Grantee, executed a certain Deed of Trust dated the 22 day of March, 2000 recorded in Book 1015, Page 532 in the Office of Register of Deeds of Pitt County, North Carolina, to the said Trustee, to secure the payment of a Note or Notes or construction bond; and,

WHEREAS, the parties of the first part have agreed, at the request of the Grantors in said Deed of Trust, to release from the lien of said Deed of Trust so much of the land therein conveyed as hereinafter described.

NOW, THEREFORE, the parties of the first part, for ONE (\$1.00) DOLLAR, and other considerations, do hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all right, title and interest which they, or either of them, may have in the following described lot or parcel of land lying and being in Pitt County, North Carolina, and more particularly described as follows:

SEE EXHIBIT A  
TO HAVE AND TO HOLD said land and premises, together with all privileges and appurtenances thereunto belonging to the Grantee, its heirs or successors and assigns, free and discharged

012114A

BOOK **1126** PAGE **800**

from the lien of said Deed of Trust. This Deed of Release shall affect only the title to the land herein described, and as to the remainder of the land described in the abovesaid Deed of Trust, the lien shall remain in full force and effect.

IN WITNESS WHEREOF, the Trustee has hereunto set his hand and seal, and CITY OF GREENVILLE has caused this Deed of Release to be signed in its name by its Mayor, attested by its Clerk and its corporate seal affixed.

*David A. Holec* (SEAL)  
DAVID A. HOLEC, Trustee

CITY OF GREENVILLE

BY: *Nancy M. Jenkins*  
Mayor



ATTEST:  
*Wanda J. Elko*  
Clerk

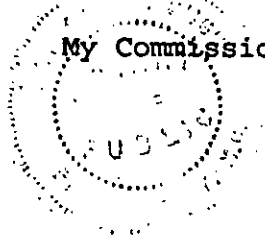
NORTH CAROLINA  
PITT COUNTY

I, *Patricia A. Sapp*, a Notary Public in and for the State of North Carolina, do hereby certify that DAVID A. HOLEC, acting as Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the *3rd* day of *April*, 20*01*.

My Commission expires: *9-4-01*

*Patricia A. Sapp*  
Notary Public





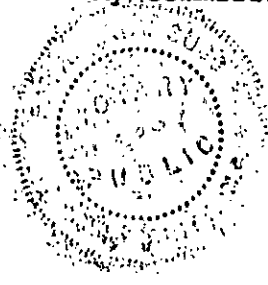
NORTH CAROLINA  
PITT COUNTY

I, Patricia A. Sugg, a Notary Public in and for the aforesaid County and State, do hereby certify that Danda T. Ellis personally appeared before me this day and acknowledged that he/she is Clerk of CITY OF GREENVILLE, a municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the forgoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by himself/herself as Clerk.

Witness my hand and Notarial Seal, this the 3rd day of April, 2001.

My Commission expires: 9-4-01

Patricia A. Sugg  
Notary Public



NORTH CAROLINA: Pitt County  
The foregoing certificate(s) of Patricia A. Sugg

Notary(ies) Public is (are) certified to be correct. Filed for registration at 9:48 o'clock A M. this 5 day of April 2001.

JUDY J. TART, Register of Deeds  
By Judy J. Tart  
Assistant/Deputy Register of Deeds

## EXHIBIT "A"

BOOK 1126 PAGE 802

PARCEL NO. 2: BEGINNING at a point, said point being located at the intersection of the northern right of way line of U.S. 264 and the western right of way line of Riverhills Drive) and running thence with the western right of way line of Riverhills Drive, N. 43-48 E. 310.23 feet to the "southern" line of the property as described in that certain Agreement between Gertrude H. Hardee, Et Al and Riverhills, Inc., of record in Book G-42, Page 608, of the Pitt County Registry, and running thence with said "southern" line N. 46-12 W. 299 feet, more or less, to the dividing line between the Hardee-Highsmith property as shown on that map recorded in Map Book 15 at Page 63 and running thence with the Hardee-Highsmith line (the same being the dividing line between Tracts 6 and 7) S. 36 W. 304.01 feet, more or less, to U.S. Highway 264; running thence with U.S. Highway 264, S. 46-12 E. 252 feet, more or less, to the Point of Beginning, EXCEPT that portion thereof conveyed by Deed dated March 23, 1979, from Riverhills, Inc. to Larry C. Whitlow as described in Book X-47, at Page 1, of the Pitt County Registry comprising the western 30 feet of Parcel No. 2.

SAVE AND EXCEPT FROM THE ABOVE TRACT that portion conveyed to the Dept. of Transportation by Deeds of record in Book 926, Page 762 and 764 of the Pitt County Register of Deeds Office.

NORTH CAROLINA  
PITT COUNTY

Record and return to:  
Emanuel McGirt  
Greenville City Attorney  
PO Box 7207  
Greenville, NC 27835

**NOTICE OF SUBSTITUTION OF TRUSTEE**

TO ALL TO WHOM THESE PRESENTS SHALL COME: TAKE NOTICE

**WHEREAS**, on March 22, 2000, Riverhills, Inc. (hereinafter referred to as "Grantor") executed a certain Deed of Trust evidencing a security for the City of Greenville (hereinafter referred to as "Beneficiary"), to secure the payment of a Note or Notes or construction bond with certain real property for performance of public improvements at various subdivision projects owned and/or guaranteed by Grantor and/or Breezewood, Inc. and/or WEDCO Enterprises, Inc., as required by the Beneficiary; and

**WHEREAS**, the Grantor executed a certain Deed of Trust to Dave Holec, Trustee, in favor of Beneficiary securing the payment of a Note or Notes or construction bond with certain real property described therein, said Deed of Trust being dated March 22, 2000, and recorded in Book 1015, Page 532-537, Pitt County Registry; and

**WHEREAS**, the parties of the first part, at the request of the Grantors in said Deed of Trust, agreed to partially release so much of the land, specifically parcel 2, therein said Deed of Release being dated April 3, 2001, and recorded in Book 1126, 799-802, Pitt County Registry; and

**WHEREAS**, Beneficiary having all rights, title, and interest in and to that certain Deed of Trust and all other indebtedness secured by the aforementioned Deed of Trust and said Beneficiary desires to replace the current Trustee and to appoint Emanuel McGirt as Substitute Trustee and to vest such Substitute Trustee with all the rights, title and powers of the original Trustee thereunder; and

**WHEREAS**, Beneficiary has the power and authority to substitute another for the original as substitute trustee as allowed under the Deed of Trust and under North Carolina General Statutes §45-10;

**NOW, THEREFORE**, for and in consideration of the premises, and by authority of the aforesaid Deed of Trust and under and by virtue of §45-10 of the North Carolina General Statutes, and the amendments thereto, Beneficiary does hereby substitute and appoint Emanuel McGirt as Substitute Trustee in the aforementioned Deed of Trust in the place and stead of said current Trustee and vests in said Substitute Trustee all powers, duties, rights, titles, obligations, and estates conferred upon the original Trustee in the same manner and effect as though Emanuel McGirt had been named as original Trustee in the aforementioned Deed of Trust.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals.

This the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY OF GREENVILLE

By: \_\_\_\_\_  
PJ Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is City Clerk of 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 corporate name by its Mayor, sealed with its corporate seal, and attested by herself as City Clerk.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**PARTIAL RELEASE**

**(G.S. 45-36.22)**

**(This instrument should be indexed as a “subsequent instrument” pursuant to G.S. 161-14.1)**

The security instrument that is the subject of this Partial Release is identified as follows:

Type of Security Instrument: DEED OF TRUST

Original Grantor(s): RIVERHILLS, INC.

Original Secured Party(ies): CITY OF GREENVILLE

Recording Data: The security instrument is recorded in Book 1015, at Pages 532-537 in the Office of the Register of Deeds for Pitt County, North Carolina.

The person or persons signing this Partial Release is/are: *(check appropriate box)*

- The secured creditor.
- The trustee or substitute trustee.
- The secured creditor and the trustee or substitute trustee.

The following described property or interest in property (and no other) is released from the lien of the security instrument:

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals.

This the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Emanuel McGirt, Substitute Trustee (SEAL)

CITY OF GREENVILLE

By: \_\_\_\_\_  
PJ Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that Valerie Shiuwegar, personally appeared before me this day and acknowledged that she is City Clerk of 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 corporate name by its Mayor, sealed with its corporate seal, and attested by herself as City Clerk.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that Emanuel McGirt, acting substitute trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

EXHIBIT "A"

PARCEL NO. 1: BEGINNING at a point, said point being located at the intersection of the northern right of way line of Highway 264 and the eastern right of way line of Riverhills Drive and running thence with the northern right of way line of Highway 264 S. 46-12 E. 250 feet, more or less, to the Frank M. Wooten line; running thence with the Frank M. Wooten line N. 30-23-48 E. 318.72 feet, more or less, to the "southern" line as described in that certain Agreement between Gertrude H. Hardee, Et Al, and Riverhills, Inc. of record in Book G-42, Page 608, of the Pitt County Registry, and running thence with said "southern" line N. 46-12 W. 176.10 feet to the eastern right of way line of Riverhills Drive; running thence with the eastern right of way line of Riverhills Drive, S. 43-48 W., 310.23 feet, more or less, to the Point of Beginning.

SAVE AND EXCEPT FROM THE ABOVE TRACT that portion conveyed to the Dept. of Transportation by Deeds of record in Book 926, Page 762 and 764 of the Pitt County Register of Deeds Office.



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

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|                               |   |
|-------------------------------|---|
| <b><u>Title of Item:</u></b>  | Resolution Accepting Dedication of Rights-of-Way and Easements for Fieldstone II at Landover  |
| <b><u>Explanation:</u></b>    | In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Fieldstone II at Landover (Map Book 90 at Pages 83-86). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached. |
| <b><u>Fiscal Note:</u></b>    | Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.  |
| <b><u>Recommendation:</u></b> | City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Fieldstone II at Landover  |

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## ATTACHMENTS

-  [Fieldstone II at Landover Resolution.pdf](#)
-  [Fieldstone Section II at Landover FP.pdf](#)



RESOLUTION NO. 067-22  
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF  
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

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

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Fieldstone II at Landover      Map Book 90 at Pages 83-86

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 5<sup>th</sup> day of June, 2023.

---

P. J. Connelly, Mayor

ATTEST:

---

Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

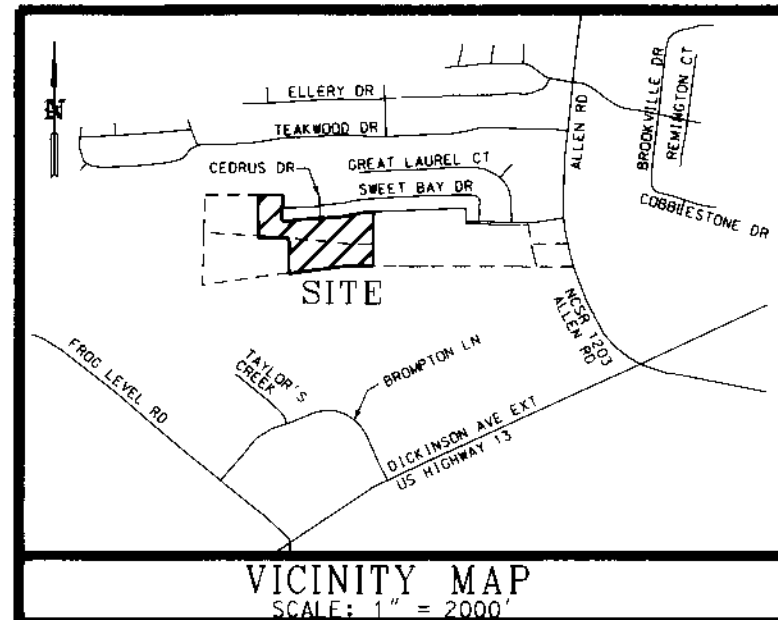
I, Camillia Smith, Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

WITNESS my hand and official seal this the 5<sup>th</sup> day of June, 2023.

---

Notary Public

My Commission Expires:



NOTES:

- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM NUMBER 372046600J, EFFECTIVE DATE 07/07/2014 AND FIRM NUMBER 3720466700K, EFFECTIVE DATE 07/07/2014.
- IRON STAKES SET AT LOT CORNERS UNLESS OTHERWISE NOTED.
- NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY PUBLIC DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRoACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- MITIGATED WETLAND LINES APPROVED BY THE US ARMY CORPS OF ENGINEERS, WILMINGTON DISTRICT, ACTION ID: SAW-2019-00345. NO POINTS SET ALONG THE WETLAND LINE UNLESS OTHERWISE NOTED.

LEGEND

- EIP= EXISTING IRON PIPE
- EIS= EXISTING IRON STAKE
- NIS= NEW IRON STAKE
- NPS= NO POINT SET
- R/W= RIGHT-OF-WAY
- NPS= NO POINT FOUND
- ECM= EXISTING CONCRETE MONUMENT
- BC= BACK OF CURB
- CH= CHORD



SHEET 1 OF 4

PN 86011 AND PN 86012

**MAP FOR RECORD**  
**FIELDSTONE II AT LANDOVER**  
 REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 3871, PAGE 449 OF THE PITT COUNTY REGISTRY  
 GREENVILLE ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: ROCKY RUSSELL DEVELOPMENT, LLC  
 106 REGENCY BOULEVARD, SUITE B  
 GREENVILLE, NC 27834  
 (252) 355-7812

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

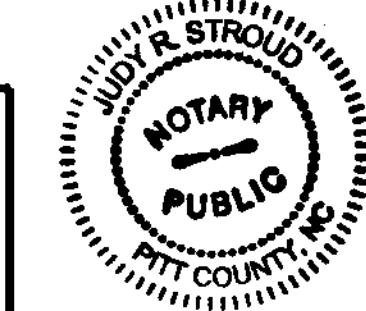
|                 |                  |
|-----------------|------------------|
| SURVEYED: JE/MH | APPROVED: DTB    |
| DRAWN: DTB      | DATE: 8/3/22     |
| CHECKED: DTB    | SCALE: 1" = 100' |

**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:  
 DEED BOOK 3871 PAGE 449  
 DEED BOOK PAGE  
 Witness: Deborah T. Boyette  
 NC LICENSE NO. L-4146



**OWNERS STATEMENT**  
 THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF  
 Witness: Rocky Russell  
 OWNER: ROCKY RUSSELL DEVELOPMENT, LLC

OWNER: ROCKY RUSSELL DEVELOPMENT, LLC  
 OWNER:  
 OWNER:  
 SWORN AND SUBSCRIBED TO BEFORE ME THIS 19th DAY OF April, 2023.  
 Notary Public, My Commission Expires On 2/22/2025  
 SIGNED: Chantae M. Gooby  
 CITY PLANNER

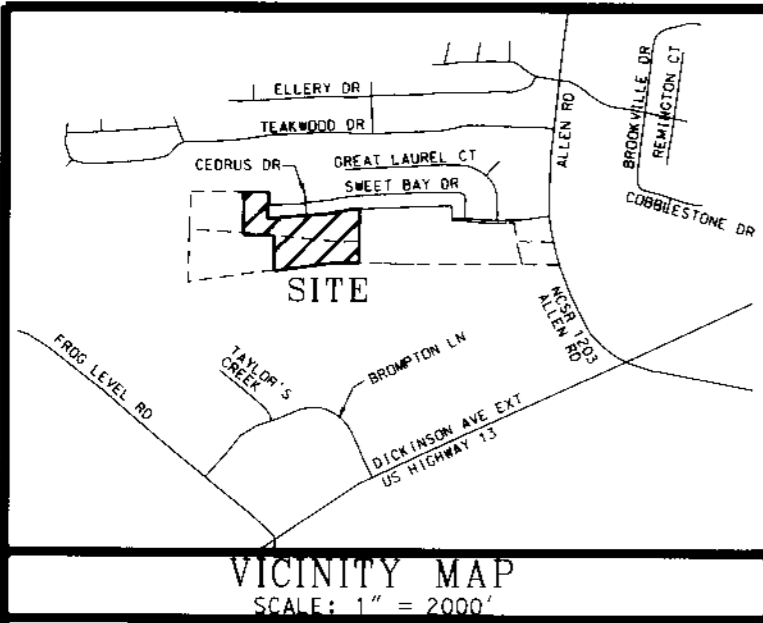


**APPROVAL**  
 THIS FINAL PLAT, 22-49 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 18 DAY OF March, 2023.  
 SIGNED: Chantae M. Gooby  
 CITY PLANNER

**DEDICATION**  
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER. ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.  
 OWNER: ROCKY RUSSELL DEVELOPMENT, LLC  
 OWNER: ROCKY RUSSELL DEVELOPMENT, LLC  
 OWNER:  
 OWNER:  
 ATTEST: Judy R. Stroud

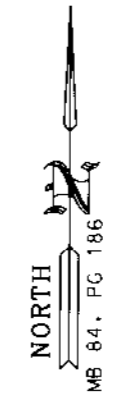
**SURVEYOR'S CERTIFICATION**  
 I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3871, PAGE 449, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 3871, PAGE 449, OR AS REFERENCED HEREON; THAT THE RATION OF PRECISION IS 1:40,792 AS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.  
 IF FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1)(1)(g), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.  
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 18 DAY OF APRIL, 2023  
 SIGNED: Deborah T. Boyette  
 PROFESSIONAL LAND SURVEYOR L-4146

**REVIEW OFFICER'S CERTIFICATE**  
 I, Chantae M. Gooby, CERTIFY THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 Chantae M. Gooby  
 REVIEW OFFICER  
 DATE: 3/18/2023

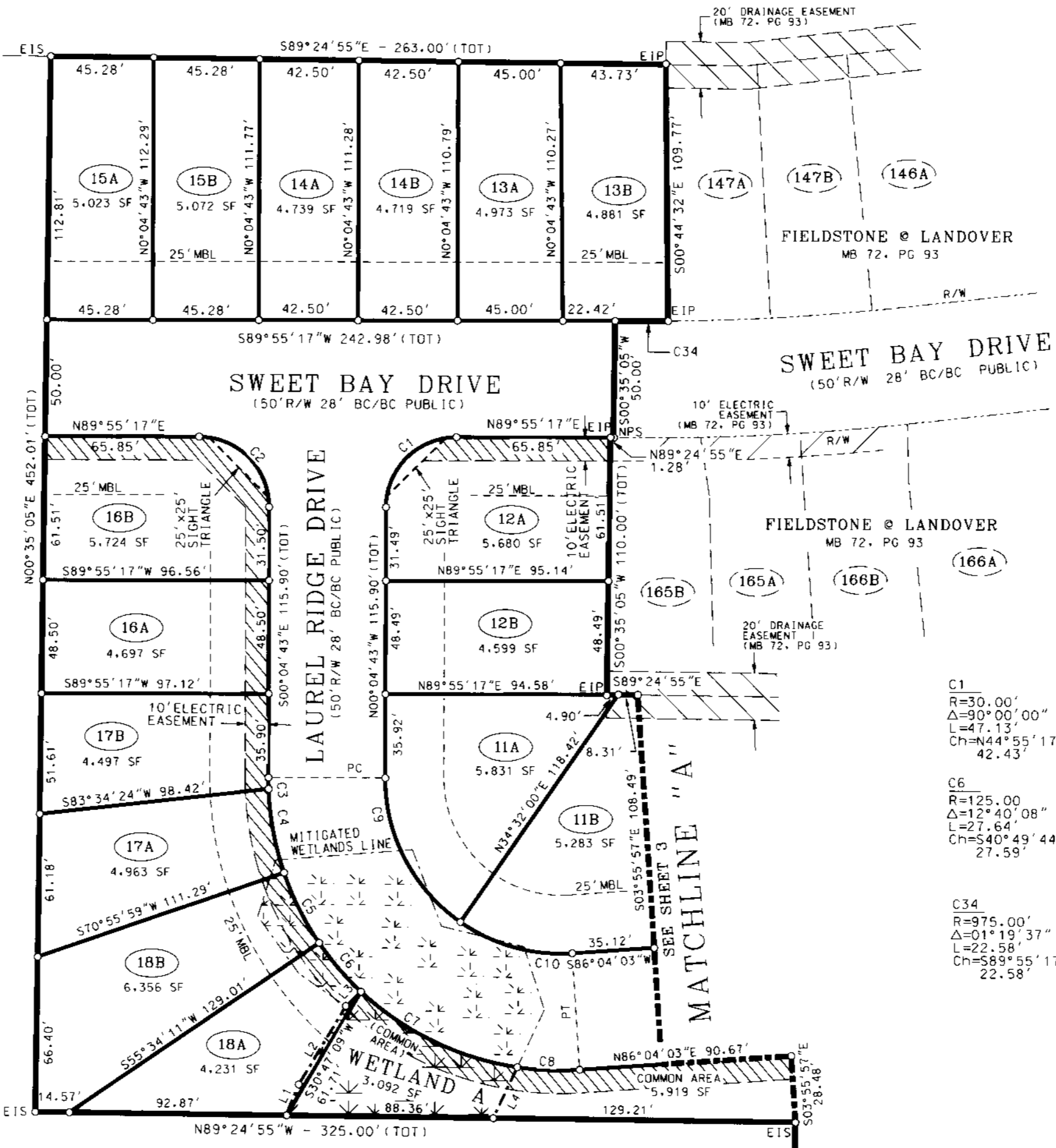


PN 76140  
 ROCKY RUSSELL  
 DEVELOPMENT, LLC  
 DB 2399, PG 285  
 MB 3, PG 205

Doc ID: 015695160004 Type: CRP  
 Recorded: 04/21/2023 at 02:06:29 PM  
 Fee Amt: \$84.00 Page 2 of 4  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 90 PG 83-86



PN 03940  
 PITT LAND  
 DEVELOPMENT, LLC  
 DB 1750, PG 47  
 MB 84, PG 186

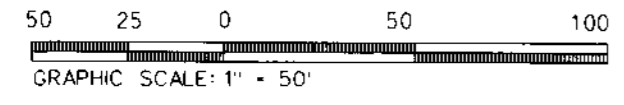


CURVE DATA FOR LOTS

|   |  |  |  |  |
|---|--|--|--|--|
| C1<br>R=30.00'<br>Δ=90°00'00"<br>L=47.13'<br>Ch=N44°55'17"E<br>42.43'   | C2<br>R=30.00'<br>Δ=90°00'00"<br>L=47.13'<br>Ch=N44°55'17"E<br>42.43'  | C3<br>R=125.00'<br>Δ=02°12'39"<br>L=4.83'<br>Ch=S01°11'05"E<br>4.83'   | C4<br>R=125.00'<br>Δ=16°46'39"<br>L=36.60'<br>Ch=S10°40'45"E<br>36.47' | C5<br>R=125.00'<br>Δ=15°25'29"<br>L=33.65'<br>Ch=S26°46'45"E<br>33.55' |
| C6<br>R=125.00'<br>Δ=12°40'08"<br>L=27.64'<br>Ch=S40°49'44"E<br>27.59'  | C7<br>R=125.00'<br>Δ=34°32'09"<br>L=75.34'<br>Ch=S64°26'00"E<br>74.21' | C8<br>R=125.00'<br>Δ=12°13'46"<br>L=26.68'<br>Ch=S87°49'00"E<br>26.63' | C9<br>R=75.00'<br>Δ=56°12'48"<br>L=72.27'<br>Ch=N27°41'09"W<br>69.51'  | C10<br>R=75.00'<br>Δ=38°38'34"<br>L=50.58'<br>Ch=N74°36'43"W<br>49.63' |
| C34<br>R=975.00'<br>Δ=01°19'37"<br>L=22.58'<br>Ch=S89°55'17"W<br>22.58' |  |  |  |  |

WETLAND A CALLS  
 L1= N21°03'19"E - 14.09'  
 L2= N30°47'09"E - 39.19'  
 L3= N46°12'56"E - 8.95'  
 L4= S24°55'46"W - 24.14'

LEGEND  
 EIP= EXISTING IRON PIPE  
 EIS= EXISTING IRON STAKE  
 NIS= NEW IRON STAKE  
 NPS= ND POINT SET  
 R/W= RIGHT-OF-WAY  
 NPS= ND POINT FOUND  
 ECM= EXISTING CONCRETE MONUMENT  
 R= RADIUS  
 L= LENGTH  
 CH= CHORD  
 PC= POINT OF CURVATURE  
 PT= POINT OF TANGENCY



SHEET 2 OF 4

PN 86011 AND PN 86012

MAP FOR RECORD  
 FIELDSTONE II AT LANDOVER  
 REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 3871, PAGE 449 OF THE PITT COUNTY REGISTRY  
 GREENVILLE ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA

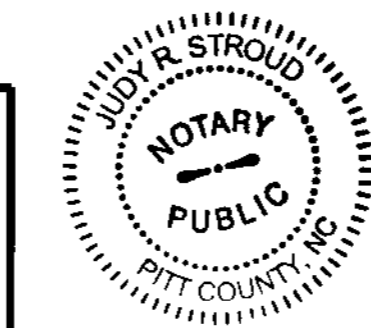
OWNER: ROCKY RUSSELL DEVELOPMENT, LLC  
 106 REGENCY BOULEVARD, SUITE B  
 GREENVILLE, NC 27834  
 (252) 355-7812

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

SOURCE OF TITLE  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:  
 DEED BOOK 3871 PAGE 449  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 Debora H. Boyette  
 NC LICENSE NO. L-4146

OWNERS STATEMENT  
 THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF  
 [Signature]  
 OWNER: ROCKY RUSSELL DEVELOPMENT, LLC

APPROVAL  
 THIS FINAL PLAT, 22-49 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 18 DAY OF March, 2023  
 Chantalle Gooby  
 CITY PLANNER

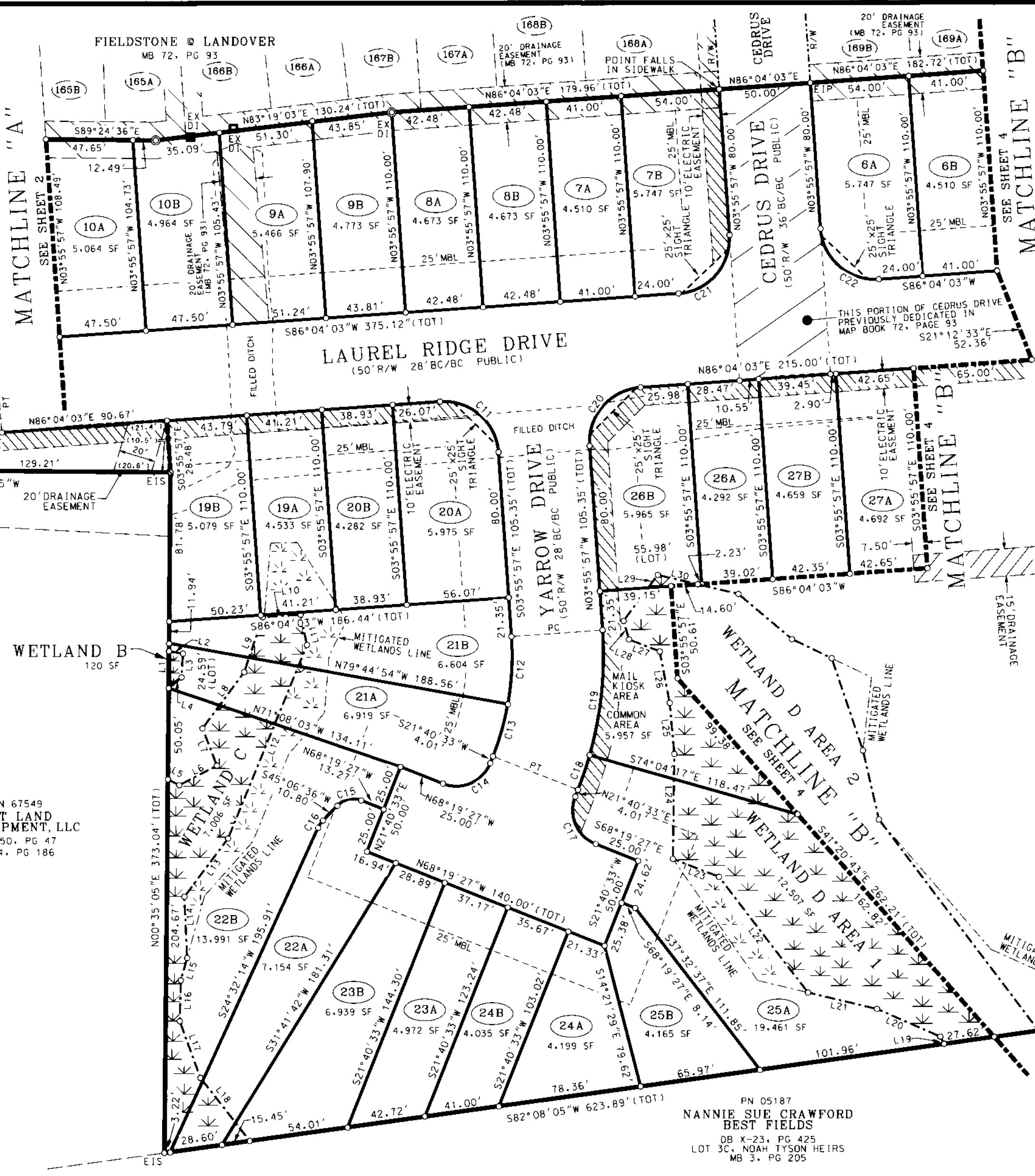
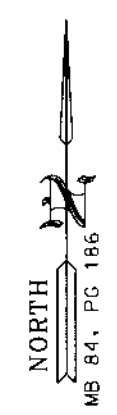
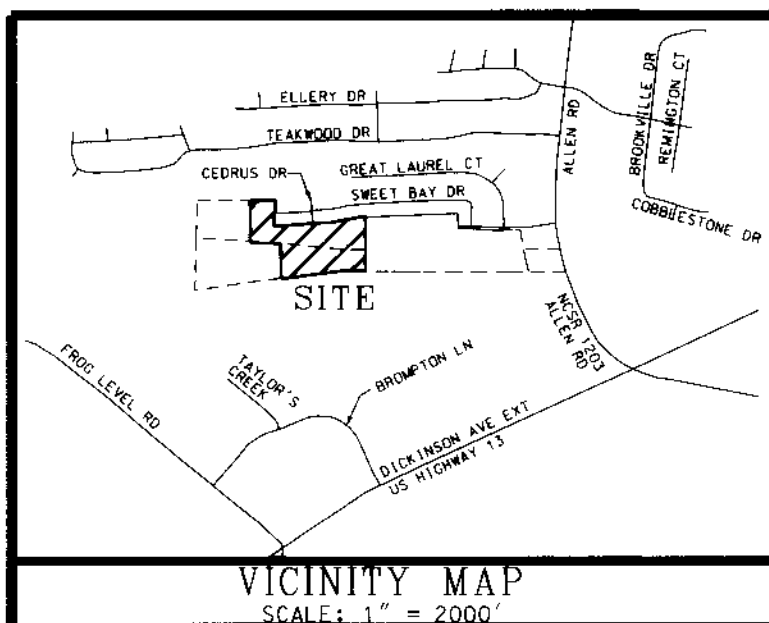


SURVEYOR'S CERTIFICATION

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3871, PAGE 449, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 3871, PAGE 449, OR AS REFERENCED HEREON; THAT THE RATION OF PRECISION IS 1:40,197, AS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

DEDICATION  
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER. ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.  
 [Signature]  
 OWNER: ROCKY RUSSELL DEVELOPMENT, LLC

REVIEW OFFICER'S CERTIFICATE  
 I, Chantalle Gooby, REVIEW OFFICER OF PITT COUNTY, CERTIFY THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 Chantalle Gooby  
 REVIEW OFFICER  
 DATE 3/10/2023



Doc ID: 015695160004 Type: CRP  
 Recorded: 04/21/2023 at 02:06:29 PM  
 Fee Amt: \$84.00 Page 3 of 4  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
**BK 90 PG 83-86**

**LOT CURVE DATA**

|   |   |   |   |
|---|---|---|---|
| C11<br>R=30.00'<br>Δ=90°00'00"<br>L=47.13'<br>Ch=548°55'57"E<br>42.43'  | C12<br>R=150.00'<br>Δ=14°11'04"<br>L=29.91'<br>Ch=503°09'35"W<br>37.04' | C13<br>R=150.00'<br>Δ=11°25'29"<br>L=29.91'<br>Ch=515°57'50"W<br>29.86' | C14<br>R=20.00'<br>Δ=90°00'00"<br>L=31.41'<br>Ch=566°40'33"W<br>28.28'  |
| C15<br>R=12.00'<br>Δ=67°32'11"<br>L=14.14'<br>Ch=577°54'21"W<br>13.34'  | C16<br>R=14.00'<br>Δ=19°37'02"<br>L=4.79'<br>Ch=534°20'11"W<br>4.77'    | C17<br>R=20.00'<br>Δ=90°00'00"<br>L=31.41'<br>Ch=N23°19'27"W<br>28.28'  | C18<br>R=200.00'<br>Δ=05°44'47"<br>L=20.06'<br>Ch=N18°48'08"E<br>20.05' |
| C19<br>R=200.00'<br>Δ=19°51'38"<br>L=69.33'<br>Ch=N05°59'53"E<br>68.98' | C20<br>R=30.00'<br>Δ=90°00'00"<br>L=47.13'<br>Ch=N41°04'03"E<br>42.43'  | C21<br>R=30.00'<br>Δ=90°00'00"<br>L=47.13'<br>Ch=S41°04'03"W<br>42.43'  | C22<br>R=30.00'<br>Δ=90°00'00"<br>L=47.13'<br>Ch=N48°55'57"W<br>42.43'  |

**WETLAND D AREA 1 CALLS**

|                           |                           |                           |                           |
|---------------------------|---------------------------|---------------------------|---------------------------|
| L19= N27°32'00"W - 4.56'  | L20= N66°24'46"W - 37.90' | L21= N76°28'45"W - 38.85' | L22= N37°32'37"W - 79.99' |
| L23= N68°53'04"W - 27.12' | L24= N00°53'50"E - 57.51' | L25= N05°02'14"W - 28.12' | L26= N10°53'22"W - 28.72' |
| L27= N68°32'50"W - 18.10' | L28= N15°56'32"W - 10.61' | L29= N54°44'32"W - 31.41' | L30= S76°32'50"E - 22.42' |

|  |  |
|--|--|
| C7<br>R=125.00'<br>Δ=34°32'09"<br>L=75.34'<br>Ch=564°26'00"E<br>74.21' | C8<br>R=125.00'<br>Δ=12°13'46"<br>L=26.68'<br>Ch=587°49'00"E<br>26.63' |
|--|--|

**WETLAND B CALLS**

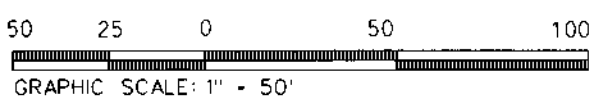
|                          |                         |                          |                         |
|--------------------------|-------------------------|--------------------------|-------------------------|
| L1= N00°35'05"E - 20.09' | L2= S81°00'43"E - 7.74' | L3= S03°48'41"W - 13.06' | L4= S50°02'25"W - 9.12' |
|--------------------------|-------------------------|--------------------------|-------------------------|

**WETLAND C CALLS**

|                           |                           |                           |                            |
|---------------------------|---------------------------|---------------------------|----------------------------|
| L5= S62°53'47"E - 7.00'   | L6= N62°27'28"E - 23.19'  | L7= N20°57'07"W - 21.84'  | L8= N36°34'13"E - 38.44'   |
| L9= N18°41'01"E - 31.81'  | L10= N86°36'36"E - 20.70' | L11= S12°03'01"W - 17.03' | L12= S22°11'47"W - 114.43' |
| L13= S36°59'48"W - 39.80' | L14= S02°31'44"E - 33.69' | L15= S15°44'32"W - 12.75' | L16= S01°27'13"W - 22.32'  |
| L17= S19°53'47"E - 33.16' | L18= S38°02'22"E - 43.92' |                           |                            |

**LEGEND**

- EIP= EXISTING IRON PIPE
- EIS= EXISTING IRON STAKE
- NIS= NEW IRON STAKE
- NPS= NO POINT SET
- R/W= RIGHT-OF-WAY
- NPS= NO POINT FOUND
- ECM= EXISTING CONCRETE MONUMENT
- R= RADIUS
- L= LENGTH
- CH= CHORD
- PC= POINT OF CURVATURE
- PT= POINT OF TANGENCY
- ⊙= CHANGE IN DIRECTION OF A LINE
- BC= BACK OF CURB
- DI= DROP INLET



PN 67549  
**PITT LAND DEVELOPMENT, LLC**  
 DB 1750, PG 47  
 MB 84, PG 186

PN 05187  
**NANNIE SUE CRAWFORD BEST FIELDS**  
 DB X-23, PG 425  
 LOT 3C, NOAH TYSON HEIRS  
 MB 3, PG 205



**SURVEYOR'S CERTIFICATION**

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3871, PAGE 449) OR FROM BOOKS REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 3871, PAGE 449, OR AS REFERENCED HEREON; THAT THE RATION OF PRECISION IS 1:40,797 AS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(i)(c), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.  
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 18 DAY OF APRIL, 2023  
 SIGNED Deborah T. Boyette  
 PROFESSIONAL LAND SURVEYOR L-4146

**REVIEW OFFICER'S CERTIFICATE**

I, Chantae M. Gooby, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 REVIEW OFFICER  
Chantae M. Gooby  
 DATE 3/18/2023

SHEET 3 OF 4

PN 86011 AND PN 86012

**MAP FOR RECORD**  
**FIELDSTONE II AT LANDOVER**

REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 3871, PAGE 449 OF THE PITT COUNTY REGISTRY

GREENVILLE ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: **ROCKY RUSSELL DEVELOPMENT, LLC**

106 REGENCY BOULEVARD, SUITE B  
 GREENVILLE, NC 27834  
 (252) 355-7812

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

|                 |                 |
|-----------------|-----------------|
| SURVEYED: JE/MH | APPROVED: DTB   |
| DRAWN: DTB      | DATE: 8/3/22    |
| CHECKED: DTB    | SCALE: 1" = 50' |

**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:  
 DEED BOOK 3871 PAGE 449  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
Deborah T. Boyette  
 NC LICENSE NO. L-4146

**OWNERS STATEMENT**

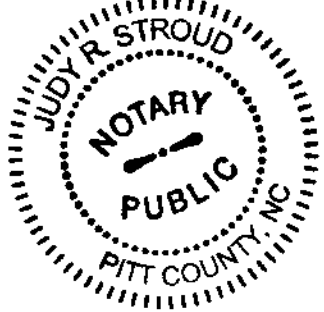
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF  
Rocky Russell  
 OWNER ROCKY RUSSELL DEVELOPMENT, LLC

OWNER ROCKY RUSSELL DEVELOPMENT, LLC

OWNER \_\_\_\_\_

OWNER \_\_\_\_\_

SWORN AND SUBSCRIBED TO BEFORE ME THIS 15 DAY OF April, 2023  
Deborah T. Boyette  
 NOTARY PUBLIC, MY COMMISSION EXPIRES ON \_\_\_\_\_



**APPROVAL**

THIS FINAL PLAT, 22-49 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 16 DAY OF March, 2023.

SIGNED Chantae M. Gooby  
 CITY PLANNER

**DEDICATION**

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.

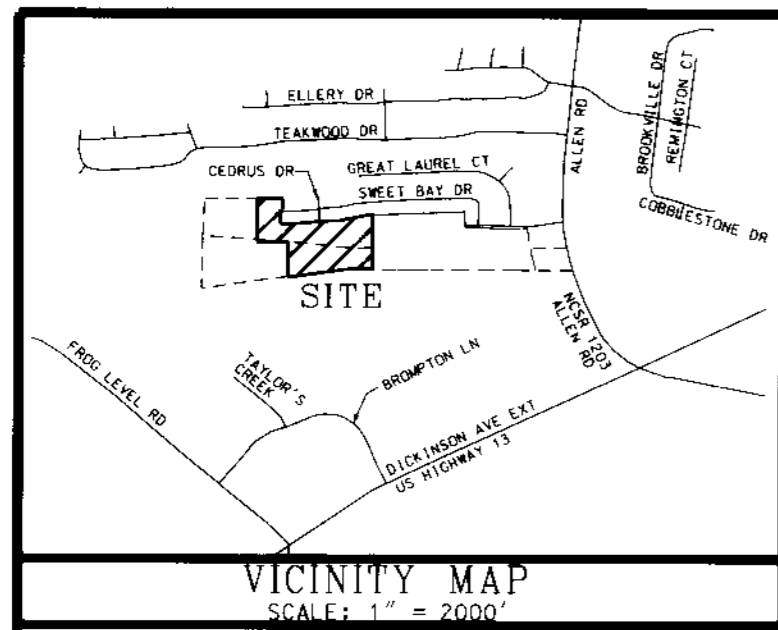
OWNER Rocky Russell  
 ROCKY RUSSELL DEVELOPMENT, LLC

OWNER \_\_\_\_\_

OWNER \_\_\_\_\_

OWNER \_\_\_\_\_  
 ATTEST Judy R. Stroud



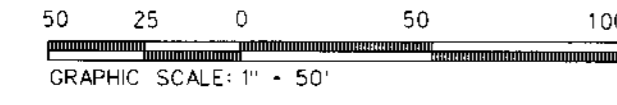


**WETLAND D AREA 2 CALLS**

|                   |         |
|-------------------|---------|
| L31 = S76°32'50"E | 22.93'  |
| L32 = S49°49'21"W | 38.43'  |
| L33 = S64°11'56"W | 24.14'  |
| L34 = S18°32'05"E | 53.35'  |
| L35 = S12°57'38"E | 38.84'  |
| L36 = S56°58'30"W | 145.12' |

**LEGEND**

- EIP= EXISTING IRON PIPE
- EIS= EXISTING IRON STAKE
- NIS= NEW IRON STAKE
- NPS= NO POINT SET
- R/W= RIGHT-OF-WAY
- NPS= NO POINT FOUND
- ECM= EXISTING CONCRETE MONUMENT
- R= RADIUS
- L= LENGTH
- CH= CHORD
- PC= POINT OF CURVATURE
- PT= POINT OF TANGENCY
- ⊙= CHANGE IN DIRECTION OF A LINE
- BC= BACK OF CURB
- DI= DROP INLET



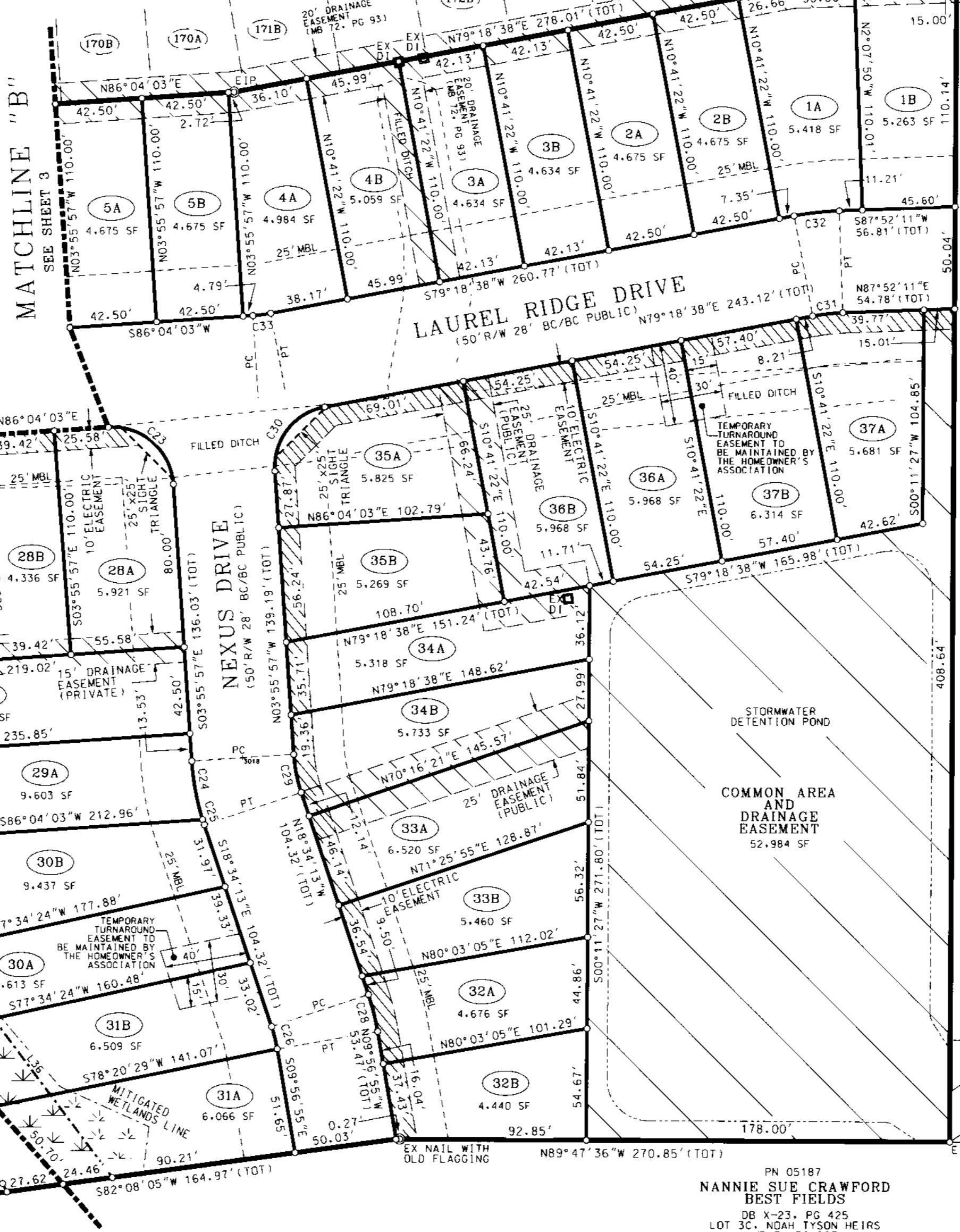
MATCHLINE "B"

MATCHLINE "B"

MATCHLINE "B"

MATCHLINE "B"

FIELDSTONE @ LANDOVER  
MB 72, PG 93



PN 85960  
GREEN ESTATES, LLC  
DB 4117, PG 700  
MB 84, PG 186

PN 05187  
NANNIE SUE CRAWFORD  
BEST FIELDS  
DB X-23, PG 425  
LOT 3C, NOAH TYSON HEIRS  
MB 3, PG 205

**LOT CURVE DATA**

|   |  |  |
|---|--|--|
| C23<br>R=30.00'<br>Δ=90°00'00"<br>L=47.13'<br>Ch=N48°55'57"W<br>42.43 | C24<br>R=125.00'<br>Δ=13°23'59"<br>L=29.23'<br>Ch=S10°37'56"E<br>29.17 | C25<br>R=125.00'<br>Δ=01°14'17"<br>L=2.70'<br>Ch=S17°57'05"E<br>2.70   |
| C26<br>R=75.00'<br>Δ=08°37'17"<br>L=11.23'<br>Ch=S14°15'34"E<br>11.28 | C28<br>R=125.00'<br>Δ=08°37'15"<br>L=18.81'<br>Ch=N14°15'34"W<br>18.79 | C29<br>R=75.00'<br>Δ=14°38'19"<br>L=19.16'<br>Ch=N11°15'05"W<br>19.11  |
| C30<br>R=30.00'<br>Δ=83°14'13"<br>L=43.58'<br>Ch=N37°41'20"E<br>39.85 | C31<br>R=100.00'<br>Δ=08°33'23"<br>L=14.93'<br>Ch=N83°35'25"E<br>14.92 | C32<br>R=150.00'<br>Δ=08°33'37"<br>L=22.41'<br>Ch=S83°35'25"W<br>22.39 |
| C33<br>R=75.00'<br>Δ=06°45'26"<br>L=8.85'<br>Ch=S82°41'20"W<br>8.84   |  |  |

Doc ID: 015695160004 Type: CRP  
Recorded: 04/21/2023 at 02:06:29 PM  
Fee Amt: \$84.00 Page 4 of 4  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS  
BK 90 PG 83-86



**SURVEYOR'S CERTIFICATION**

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3871, PAGE 449, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE PAGE PLAT, OR AS REFERENCED HEREON; THAT THE RATION OF PRECISION IS 1:40,787 AS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

IF FURTHER CERTIFY PURSUANT TO G.S. 47-30 (XXXXX); THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 18 DAY OF APRIL, 2023  
SIGNED: *Deborah T. Boyette*  
PROFESSIONAL LAND SURVEYOR L-4146

**REVIEW OFFICER'S CERTIFICATE**

*Chantae M. Gooby*  
REVIEW OFFICER OF PITT COUNTY, CERTIFY THE THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
*Chantae M. Gooby*  
REVIEW OFFICER  
DATE 3/18/2023

**DEDICATION**

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER. ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.

OWNER: *Rocky Russell*  
ROCKY RUSSELL DEVELOPMENT, LLC

OWNER: ROCKY RUSSELL DEVELOPMENT, LLC

OWNER:

OWNER:

OWNER:  
ATTEST: *Judy R. Stroud*

**OWNERS STATEMENT**

THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF

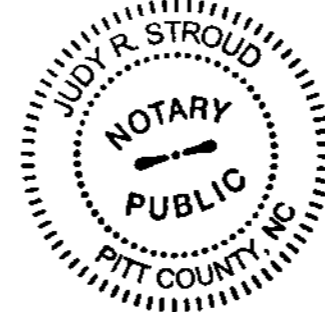
*Rocky Russell*  
OWNER: ROCKY RUSSELL DEVELOPMENT, LLC

OWNER: ROCKY RUSSELL DEVELOPMENT, LLC

OWNER:

OWNER:

SWORN AND SUBSCRIBED TO BEFORE ME THIS 15th DAY OF APRIL, 2023  
*Deborah T. Boyette*  
NOTARY PUBLIC, MY COMMISSION EXPIRES ON



**APPROVAL**

THIS FINAL PLAT, 22-49 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 18 DAY OF March, 2023

SIGNED: *Chantae M. Gooby*  
CITY PLANNER

**MAP FOR RECORD**  
**FIELDSTONE II AT LANDOVER**

REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 3871, PAGE 449 OF THE PITT COUNTY REGISTRY

GREENVILLE ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: ROCKY RUSSELL DEVELOPMENT, LLC  
106 REGENCY BOULEVARD, SUITE B  
GREENVILLE, NC 27834  
(252) 355-7812

**SOURCE OF TITLE**

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:  
DEED BOOK 3871 PAGE 449  
DEED BOOK PAGE

N.C. REG. NO. L-4146

|                 |                 |
|-----------------|-----------------|
| SURVEYED: JE/MH | APPROVED: DTB   |
| DRAWN: DTB      | DATE: 8/3/22    |
| CHECKED: DTB    | SCALE: 1" = 50' |

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



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

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|                               |   |
|-------------------------------|---|
| <b><u>Title of Item:</u></b>  | Resolution Accepting Dedication of Rights-of-Way and Easements for Mill Creek, Phase 3  |
| <b><u>Explanation:</u></b>    | In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Mill Creek, Phase 3 (Map Book 38 at Page 93). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached. |
| <b><u>Fiscal Note:</u></b>    | Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.  |
| <b><u>Recommendation:</u></b> | City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Mill Creek, Phase 3  |

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## ATTACHMENTS

-  [Mill Creek Subdivision, Ph 3 Resolution.pdf](#)
-  [Mill Creek Subdivision Ph 3 FP22-44.pdf](#)

RESOLUTION NO. 067-22  
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF  
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

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

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Mill Creek, Phase 3 Map Book 38 at Page 93

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.



Adopted the 5<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

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

WITNESS my hand and official seal this the 5<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**SITE DATA**

AREA IN TOTAL TRACT.....7.8942 ACRES  
 NUMBER OF LOTS CREATED.....19  
 AREA IN COMMON AREA.....0.1956 ACRES  
 AREA IN PARKS, RECREATION AND THE LIKE.....0.00 ACRES

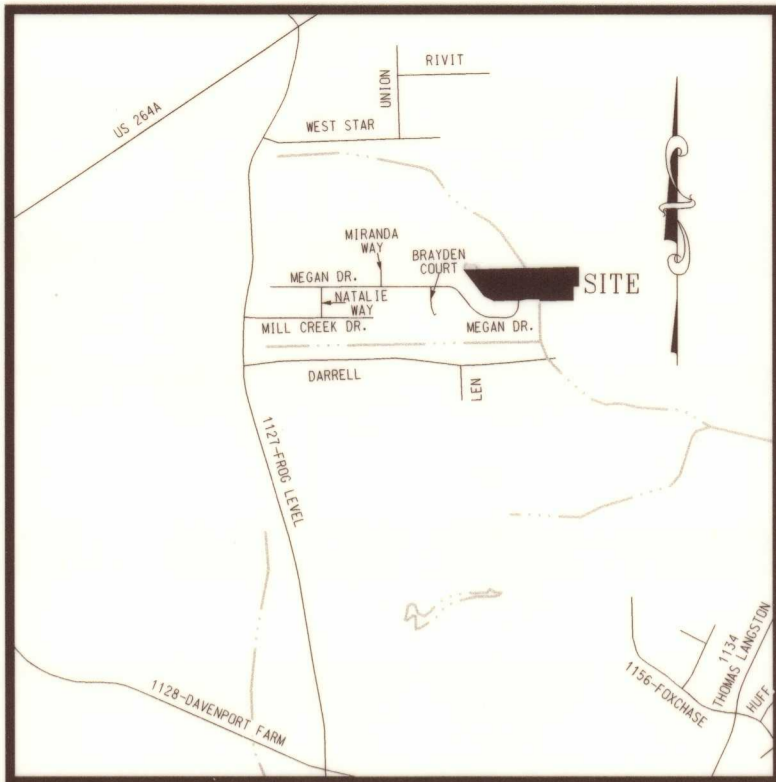
| CURVE NO. | CURVE RADIUS | CURVE LENGTH | CHORD BEARING    | CHORD LENGTH |
|-----------|--------------|--------------|------------------|--------------|
| C-1       | R = 25.00'   | L = 39.27'   | CH = S44°24'31"W | 35.36'       |
| C-2       | R = 25.00'   | L = 39.27'   | CH = N45°35'30"W | 35.36'       |
| C-3       | R = 170.00'  | L = 8.96'    | CH = S89°04'55"E | 8.96'        |
| C-4       | R = 170.00'  | L = 229.98'  | CH = S48°48'59"E | 212.84'      |
| C-5       | R = 230.00'  | L = 81.43'   | CH = N17°43'05"W | 81.00'       |
| C-6       | R = 230.00'  | L = 80.93'   | CH = N37°56'25"W | 80.51'       |
| C-7       | R = 230.00'  | L = 78.25'   | CH = N57°46'01"W | 77.88'       |
| C-8       | R = 230.00'  | L = 84.01'   | CH = N77°58'42"W | 83.55'       |
| C-9       | R = 230.00'  | L = 8.63'    | CH = N89°31'01"W | 8.63'        |

**NOTES:**

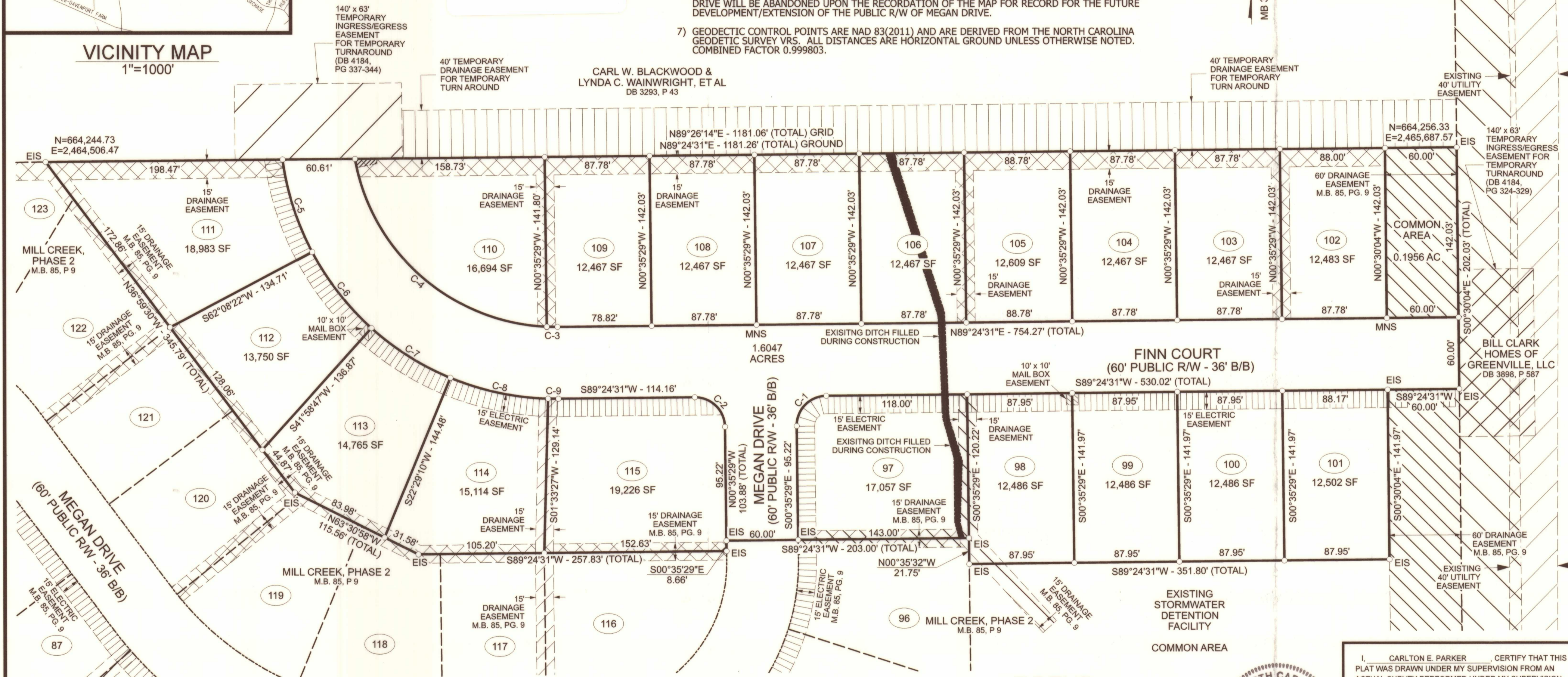
- 1) THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNED WIDTHS.
- 2) THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD PLAIN AS PER FEMA PANEL NUMBER 3720466600J, DATED JULY 7, 2014.
- 3) NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- 4) MAINTENANCE OF COMMON AREA, TEMPORARY TURNAROUND AND PRIVATE DRAINAGE EASEMENTS BY THE HOME OWNERS ASSOCIATION.
- 5) ALL EASEMENTS ARE CENTERED ON UTILITIES AS INSTALLED.
- 6) ALL TEMPORARY WATER MAIN EASEMENTS, TEMPORARY SANITARY SEWER MAIN EASEMENTS AND THE TEMPORARY HAMMERHEAD TURN AROUND EASEMENT LOCATED AT THE END OF MEGAN DRIVE WILL BE ABANDONED UPON THE RECORDATION OF THE MAP FOR RECORD FOR THE FUTURE DEVELOPMENT/EXTENSION OF THE PUBLIC R/W OF MEGAN DRIVE.
- 7) GEODETIC CONTROL POINTS ARE NAD 83(2011) AND ARE DERIVED FROM THE NORTH CAROLINA GEODETIC SURVEY VRS. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED. COMBINED FACTOR 0.999803.

Doc ID: 01565630001 Type: CRP  
 Recorded: 03/03/2023 at 03:18:35 PM  
 Fee Amt: \$21.00 Page 1 of 1  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 90 PG 47

**COPY**



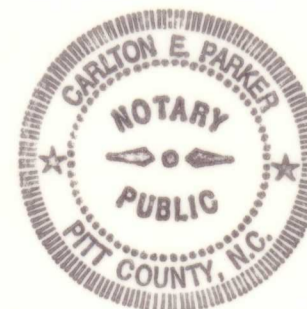
**VICINITY MAP**  
 1"=1000'



SHEET 1 OF 1

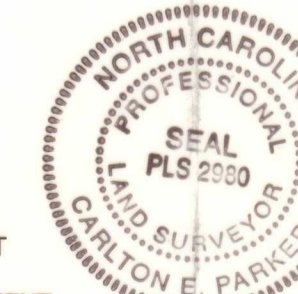
**LEGEND**

- = NEW IRON STAKE (UNLESS OTHERWISE NOTED)
- ⊖ = EXISTING IRON PIPE
- ⊕ = EXISTING IRON STAKE
- NPS = NO POINT SET
- MNS = MAGNETIC NAIL SET



**LEGEND**

- ▨ = PUBLIC DRAINAGE EASEMENT
- ▩ = PRIVATE DRAINAGE EASEMENT
- = TEMPORARY DRAINAGE EASEMENT



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

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)(a), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS THE 21<sup>ST</sup> DAY OF FEBRUARY, 2023.

**MAP FOR RECORD**  
**MILL CREEK SUBDIVISION, PHASE 3**  
 REFERENCE DEED BOOK 4201, PAGE 733 OF THE PITT COUNTY REGISTRY  
 GREENVILLE ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA

**OWNERS:** KJLK, LLC. ADDRESS: 4747 NC HWY 33 EAST GREENVILLE, NC 27858 PHONE: (252) 531-7494  
 CARL BLACKWOOD 2635 CHARLES BLVD. GREENVILLE, NC 27858 (252) 439-1100

**MALPASS & ASSOCIATES**  
 (NC LICENSE NUMBER C-1289)  
 1645 E. ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858 (252) 756-1780

SURVEYED: CEP APPROVED: CEP  
 DRAWN: WCO DATE: 11/8/22  
 CHECKED: CEP SCALE: 1"= 60'

**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:  
 DEED BOOK 4201 PAGE 733  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 NC REGISTRATION NUMBER L-2980

**OWNER'S STATEMENT**  
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF  
 OWNER Carl W. Blackwood  
 OWNER  
 OWNER SWORN AND SUBSCRIBED BEFORE ME THIS 21<sup>ST</sup> DAY OF FEBRUARY 2023.  
 NOTARY PUBLIC MY COMMISSION EXPIRES: 1/18/27

**APPROVAL**  
 THIS FINAL PLAT NUMBER 22-44 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE ON THE 17<sup>TH</sup> DAY OF JANUARY, 2023.  
 SIGNED: Robert E. Clark CITY PLANNER

**DEDICATION**  
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.  
 SIGNED: Carl W. Blackwood  
 SIGNED: [Signature]  
 ATTEST: [Signature]

SIGNED: [Signature] CARLTON E. PARKER L-2980  
 I, Chantae M. Grooby REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 REVIEW OFFICER Chantae M. Grooby DATE





# City of Greenville, North Carolina



Meeting Date: 06/05/2023

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|                               |  |
|-------------------------------|--|
| <b><u>Title of Item:</u></b>  | Resolution Accepting Dedication of Rights-of-Way and Easements for Taberna, Phase 4, and Revision of Lot 12  |
| <b><u>Explanation:</u></b>    | In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Taberna, Phase 4, and Revision of Lot 12 (Map Book 86 at Page 93). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached. |
| <b><u>Fiscal Note:</u></b>    | Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.   |
| <b><u>Recommendation:</u></b> | City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Taberna, Phase 4, and Revision of Lot 12  |

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## ATTACHMENTS

-  [Taberna Ph 4 and Lot 12 Rev Resolution.pdf](#)
-  [Taberna- Phase 4 and Revision of Lot 12 FP-2020-41.pdf](#)

RESOLUTION NO. 067-22  
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF  
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

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

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Taberna, Phase 4, and Revision of Lot 12    Map Book 86 at Page 93

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 5<sup>th</sup> day of June, 2023.

---

P. J. Connelly, Mayor

ATTEST:

---

Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

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

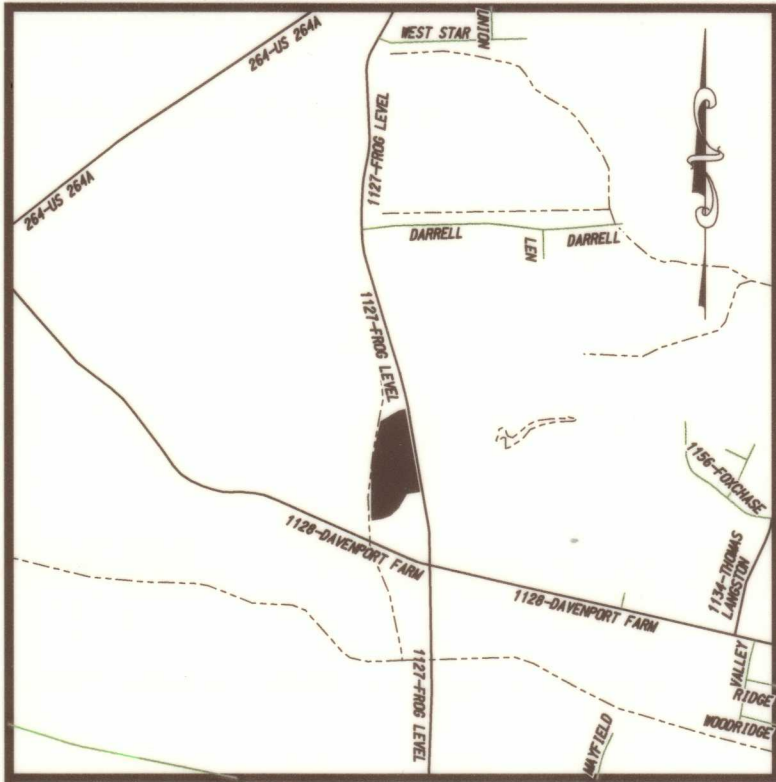
WITNESS my hand and official seal this the 5<sup>th</sup> day of June, 2023.

---

Notary Public

My Commission Expires:





**NOTES:**

- 1) THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNED WIDTHS.
- 2) THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD PLAIN AS PER FEMA PANEL NUMBER 3720466600J, DATED JULY 7, 2014.
- 3) NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- 4) MAINTENANCE OF COMMON AREAS (STORM WATER DETENTION POND, LANDSCAPE BERM, MASTER MAIL BOXES ETC.) ARE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 5) ALL EASEMENTS ARE CENTERED ON UTILITIES AS INSTALLED.
- 6) LOT 12 OF TABERNA PHASE 1, SECTION 1 IS REVISED DUE TO THE CHANGE IN THE RIGHT OF WAY OF JOSH COURT.

| CURVE NUMBER | CURVE RADIUS | CURVE LENGTH | CHORD BEARING | CHORD LENGTH |
|--------------|--------------|--------------|---------------|--------------|
| C-1          | 39.00'       | 27.07'       | S 65°33'12"W  | 26.53'       |
| C-2          | 111.00'      | 8.89'        | S 83°08'49"W  | 8.89'        |
| C-3          | 25.00'       | 37.07'       | N 56°40'12"W  | 33.76'       |
| C-4          | 675.00'      | 38.45'       | N 12°33'40"W  | 38.44'       |
| C-5          | 675.00'      | 86.43'       | N 07°15'40"W  | 86.37'       |
| C-6          | 775.00'      | 17.76'       | N 04°14'59"W  | 17.76'       |
| C-7          | 775.00'      | 76.90'       | N 07°44'56"W  | 76.87'       |
| C-8          | 25.00'       | 17.36'       | N 09°18'26"E  | 17.02'       |
| C-9          | 25.00'       | 5.62'        | N 35°38'42"E  | 5.61'        |
| C-10         | 59.50'       | 76.23'       | N 05°22'50"E  | 71.12'       |
| C-11         | 59.50'       | 56.30'       | N 58°25'45"W  | 54.22'       |
| C-12         | 59.50'       | 56.30'       | S 67°21'32"W  | 54.22'       |
| C-13         | 59.50'       | 54.97'       | S 13°47'14"W  | 53.03'       |
| C-14         | 59.50'       | 54.69'       | S 39°00'37"E  | 52.79'       |
| C-15         | 25.00'       | 23.95'       | S 37°53'34"E  | 23.05'       |
| C-16         | 725.00'      | 19.60'       | S 09°40'07"E  | 19.60'       |
| C-17         | 725.00'      | 67.07'       | S 06°14'37"E  | 67.05'       |
| C-18         | 725.00'      | 11.44'       | S 04°02'42"E  | 11.44'       |
| C-19         | 725.00'      | 79.11'       | S 07°37'23"E  | 79.07'       |
| C-20         | 725.00'      | 43.58'       | S 12°28'15"E  | 43.57'       |
| C-21         | 25.00'       | 33.67'       | S 24°23'15"W  | 31.18'       |
| C-22         | 200.00'      | 66.06'       | S 53°30'19"W  | 65.76'       |
| C-23         | 200.00'      | 26.25'       | S 40°17'01"W  | 26.23'       |
| C-24         | 150.00'      | 73.55'       | S 50°34'15"W  | 72.81'       |
| C-25         | 150.00'      | 54.52'       | S 75°01'46"W  | 54.22'       |
| C-26         | 200.00'      | 51.28'       | N 78°05'47"E  | 51.14'       |
| C-27         | 200.00'      | 71.11'       | N 60°33'56"E  | 70.74'       |
| C-28         | 200.00'      | 48.37'       | N 43°27'07"E  | 48.25'       |
| C-29         | 150.00'      | 116.53'      | N 58°46'50"E  | 113.63'      |
| C-30         | 89.00'       | 13.92'       | N 85°31'03"E  | 13.91'       |
| C-31         | 111.00'      | 8.83'        | N 87°43'11"E  | 8.83'        |
| C-32         | 39.00'       | 27.73'       | S 74°11'16"E  | 27.15'       |

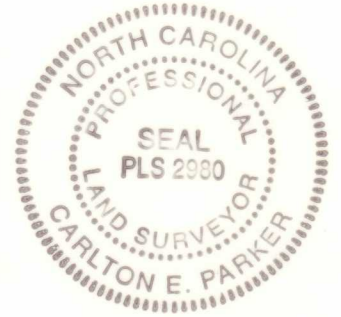
**SITE DATA**

AREA IN TOTAL TRACT.....13.9772 ACRES  
 NUMBER OF LOTS CREATED.....29  
 AREA IN COMMON AREA.....1.9087 ACRES  
 AREA IN PARKS, RECREATION AND THE LIKE.....0.00 ACRES  
 PARCEL NUMBER.....10440

DB G 44, P.669

Doc ID: 014920020001 Type: CRP  
 Recorded: 01/13/2021 at 02:35:43 PM  
 Fee Amt: \$21.00 Page 1 of 1  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 86 PG 93

**COPY**



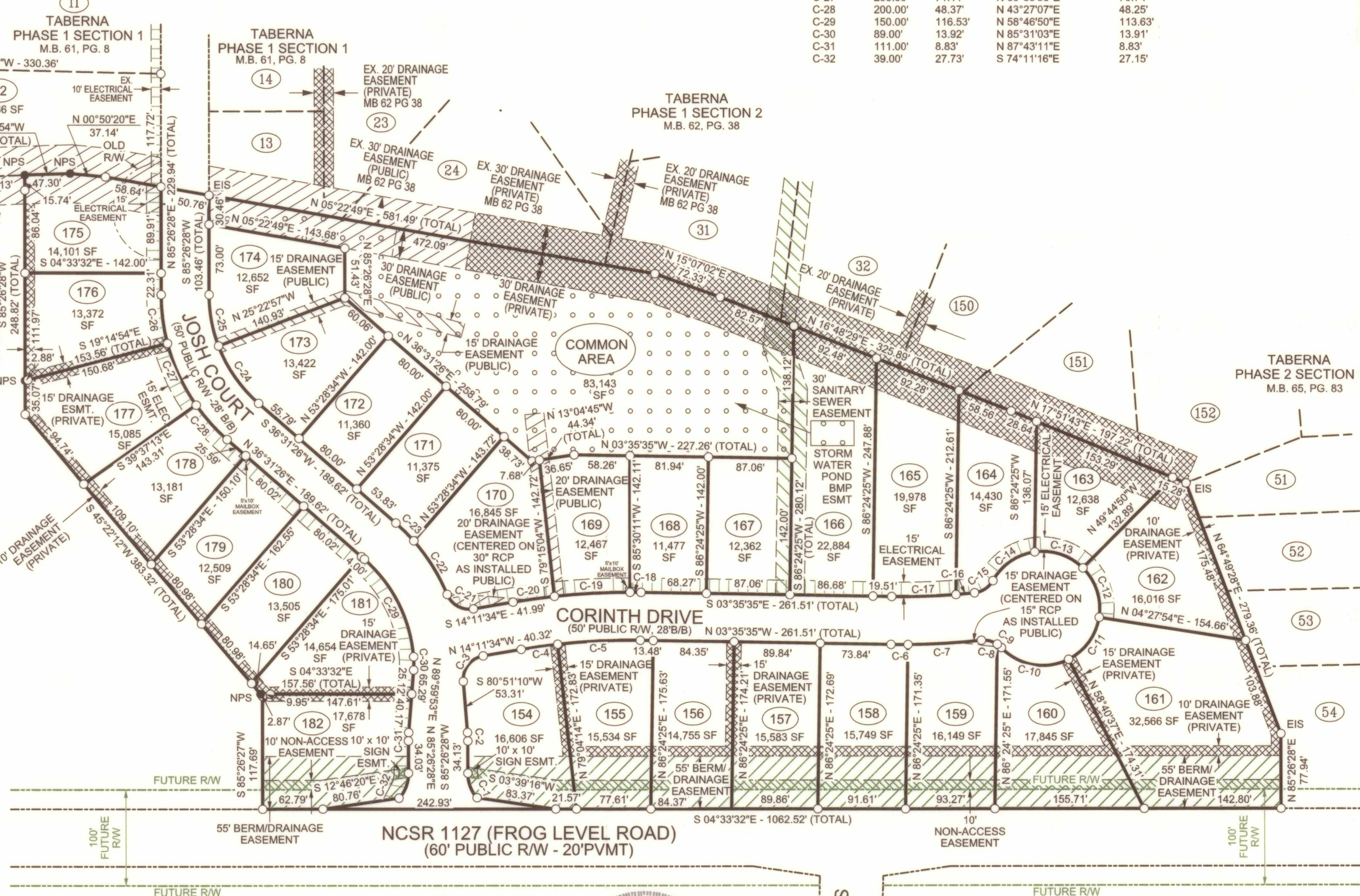
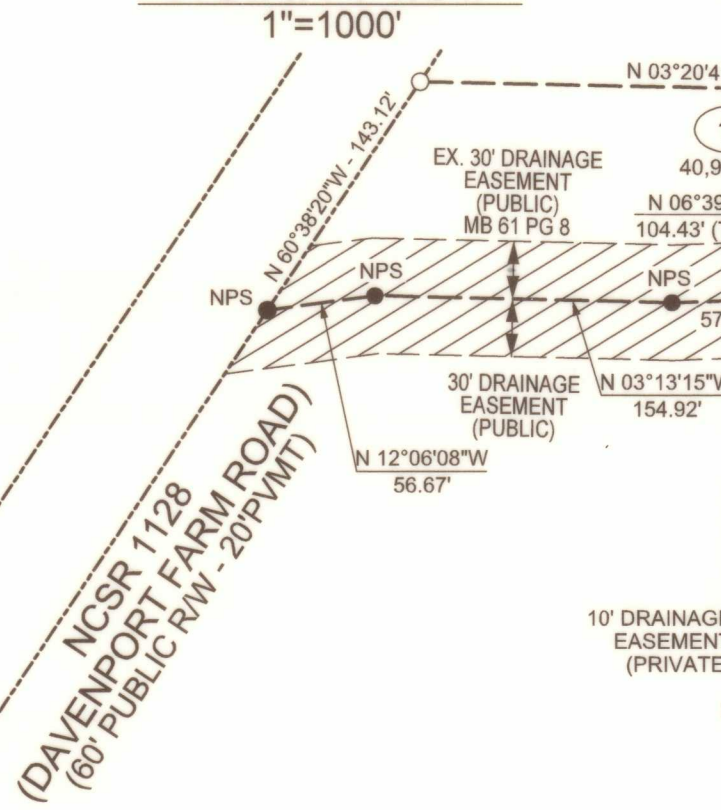
I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES SUBDIVISIONS.

CARLTON E. PARKER

I, CARLTON E. PARKER CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION AS SHOWN ON PLAT. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS

13<sup>th</sup> DAY OF JANUARY A.D., 2021.  
CARLTON E. PARKER L-2980  
 I, Chantae M. Gooby  
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
Chantae M. Gooby 1/13/2021  
 REVIEW OFFICER DATE

**VICINITY MAP**



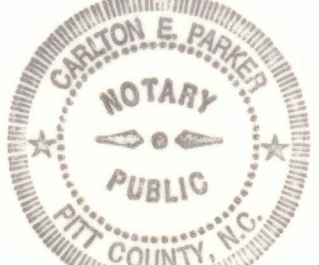
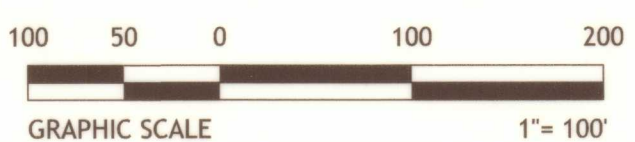
**LEGEND**  
 ○ = NEW IRON STAKE (UNLESS OTHERWISE NOTED)  
 NPS = NO POINT SET  
 EIP = EXISTING IRON PIPE  
 EIS = EXISTING IRON STAKE  
 [Hatched] = PUBLIC DRAINAGE EASEMENT  
 [Dotted] = PRIVATE DRAINAGE EASEMENT

SHEET 1 OF 1

**MAP FOR RECORD**  
**TABERNA - PHASE 4 AND REVISION OF LOT 12**  
 REFERENCE DEED BOOK W-41, PAGE 604, OF THE PITT COUNTY REGISTRY  
 GREENVILLE WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: PHASE 4 HART TRUST C/O ROBERT D. PARROTT, CPA, TRUSTEE  
 ADDRESS: 1003 RED BANKS ROAD GREENVILLE, NC 27858  
 PHONE: (252) 531-5824  
 OWNER: LOT 12 JAMES R. & KIM L. KIEFFER  
 ADDRESS: 1101 JOSH COURT GREENVILLE, NC 27834  
 PHONE: (252) 756-6628

**MALPASS & ASSOCIATES**  
 (INC LICENSE NUMBER C-1289)  
 1645 E. ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858  
 (252) 756-1780  
 SURVEYED: CEP APPROVED: CEP  
 DRAWN: WCO DATE: 12/16/20  
 CHECKED: CEP SCALE: 1"=100'



**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:  
 DEED BOOK W 41, PAGE 604  
 DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
 NC REGISTRATION NUMBER L-2980

**OWNER'S STATEMENT**  
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF  
[Signature]  
 OWNER  
 SWORN AND SUBSCRIBED BEFORE ME THIS 13<sup>th</sup> DAY OF JANUARY, 2021.  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: 1/18/22

**APPROVAL**  
 THIS FINAL PLAT NUMBER 20-41 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE ON THE 13 DAY OF January, 2021.  
 SIGNED: Chantae M. Gooby  
 CITY PLANNER

**DEDICATION**  
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.  
 SIGNED: [Signature]  
 SIGNED: [Signature]  
 ATTEST: [Signature]





# City of Greenville, North Carolina

Meeting Date: 06/05/2023

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**Title of Item:** Request by Police Department to Utilize Asset Forfeiture Funds

**Explanation:** One of the allowable expenditures of federal asset forfeiture funds is donations to support community-based organizations. The Police Department would like to make a donation to the North Carolina F.B.I. National Academy Associates (NCFBINAA). Specifically, the NCFBINAA hosts an annual, week long, Youth Leadership Program (YLP) at the N.C. Highway Patrol Training Academy. This program provides approximately 30 youth, ages 14-18, with leadership training and introduces them to the law enforcement profession. The basis for the program is to develop young leaders that will hopefully be inspired to choose a career in law enforcement.

The NCFBINAA YLP is fashioned after the National FBINAA YLP in Quantico, Virginia, which only accepts one youth from the entire state of North Carolina. Applicants to the national program are automatically given an invitation to the NCFBINAA YLP if not selected for the national program. In addition, all applicants meeting the criteria are accepted regardless of affiliation to a member of the law enforcement community. Youth from Greenville have previously participated in the program with at least one Greenville youth member currently enrolled in the program.

The NCFBINAA is a 501(c)(3) and meets the guidelines for equitable sharing from asset forfeiture funds. As such, GPD is requesting to make a donation of \$2,500 to the organization to assist with the 2023 NCFBINAA Youth Leadership Program in North Carolina.

**Fiscal Note:** The total anticipated expenditure from the Asset Forfeiture account is \$2,500. This is not budgeted within the current fiscal year allocation. Sufficient funding is available from the Forfeiture account for this expense.

**Recommendation:** Staff recommends approval to use Asset Forfeiture funds for a donation to the NCFBINAA Youth Leadership Program.

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# City of Greenville, North Carolina

Meeting Date: 06/05/2023

**Title of Item:** 2023-2025 Police Services Agreement between the City of Greenville and the Greenville Housing Authority

**Explanation:** For over 25 years the City of Greenville Police Department and the Greenville Housing Authority have partnered to provide additional police services to Housing Authority residents. The City and the Housing Authority desire to continue this partnership with adoption of the proposed Police Services Agreement (attached). Per the Agreement, the City will assign two (2) two police officer positions to maintain a police patrol presence in the Housing Authority areas. The Housing Authority will be responsible for the salary, benefits, and overtime of one of the two officers, and the City will be responsible for the salary, benefits, and overtime of one of the two officers. Additionally, the City will be responsible for the benefits that may need to be paid if GHA's maximum obligation of \$80,000 is reached.

Staff has met and discussed the proposed agreement with Mr. Wayman Williams from the Greenville Housing Authority; he is in support of this proposed Police Services Agreement.

**Fiscal Note:** The Greenville Housing Authority will reimburse the City for the salary, benefits, and overtime of one officer, not to exceed \$80,000 per year. This is a two-year agreement, beginning on July 1, 2023 and expiring on June 30, 2025.

**Recommendation:** Approve the 2023-2025 Police Services Agreement with the Greenville Housing Authority

## ATTACHMENTS

-  [2023-2025 GHA Agreement.pdf](#)
-  [GHA Attachment.pdf](#)



This Police Services Agreement (“Agreement”) is made and entered into July 1, 2023, by and between the City of Greenville, a municipal corporation in the State of North Carolina, (the “City”), and the Housing Authority of the City of Greenville, North Carolina, a public body, body corporate and politic, and a public housing authority organized under the laws of the State of North Carolina, which is sometimes known as HACG or GHA (“GHA”)(individually “Party” and collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the GHA desires to enter into this Agreement with the City to have the City of Greenville Police Department (“GPD”), an agency of the City, provide GPD officers to GHA for the increased security and safety of the GHA’s properties;

**WHEREAS**, the City agrees to provide the GHA, as an independent contractor, such law enforcement services upon terms and conditions provided hereinafter;

**WHEREAS**, the Parties desire to coordinate and cooperate in the performance of the services identified in the Agreement;

**WHEREAS**, the Parties recognize that such services impose unusual constraints and responsibilities on the Parties; and

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties acknowledge their understanding of their responsibilities under the Agreement and furthermore agree as follows:

**ARTICLE I  
SERVICES PROVIDED BY THE CITY**

- A. The City agrees to assign two (2) GPD police officers to maintain a police patrol presence in targeted areas of GHA during specific periods of time identified by the GHA, and agreed upon by the City, as high crime or high workload periods. During the term of this Agreement and subject to availability and staffing needs of the City, the number of GPD police officers assigned to the GHA may be increased by way of amendment to this Agreement in accordance with Article XII herein. Compensation to the City for each additional assigned GPD police officer shall be in accordance with Article VIII herein.
- B. GPD will employ a community-policing concept and will assist in developing and enhancing a crime prevention program in the GHA’s public housing communities.
- C. The City will collect and provide crime data and police activity information (“GPD Activity Report”) in public housing communities to the GHA on a monthly basis, or as requested by the GHA. The GPD Activity Report shall include, but not be limited to, such public information as type of crime, frequency and location of calls for service, the number of officers responding to calls for service, and the number of hours police officers are assigned to the public housing communities under this Agreement, etc. The GPD Activity Report will assist the GHA in assessing the public safety efforts and needs in its public housing

communities. Where such data requires the City or its departments to create databases in order to provide the requested information, the City will advise the GHA that additional expense will be incurred to provide the information. If the GHA wants the information, it will advise the City and, the GHA agrees to reimburse the City for this additional work on a time and materials basis; otherwise, the City will not be required to provide information which requires additional expenses.

- D. To the extent necessary, GPD officers will appear as witnesses in the GHA's administrative grievance procedures, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct on or off public housing communities involving any resident, members of a resident's household, or any guest(s) or visitor(s) of a resident or household member. Such attendance shall be in an on-duty status and be included in the hours worked submitted by the assigned officers for the performing pay period.
- E. Regarding the services to be performed by the GPD officers in accordance with this Agreement, the appropriate GPD Administrative Liaison Officer will meet bi-weekly with resident leadership and management representatives of the GHA for the purposes of reviewing the enforcement and crime prevention efforts, and planning for future changes or modifications anticipated by this Agreement. Such meeting shall be in an on-duty status and be included in the hours worked submitted by the assigned officer for the performing pay period. The GPD officers assigned to the GHA's communities pursuant to this Agreement shall be familiar with the dwelling lease, trespass policy, and other applicable policies of the GHA, as the same may be amended from time to time.
- F. The GPD officers assigned to the GHA are at all times subject to all rules, orders, and policies of the City and GPD.
- G. The City agrees that it will provide the assigned GPD officers with such basic equipment as may be necessary and reasonable in order to allow the GPD officers to carry out the duties anticipated under this Agreement. Any additional motor vehicles, bicycles, or other equipment requested by the GHA may be furnished at the expense of the GHA and shall remain the property of the GHA.
- H. GPD will provide law enforcement training on topics consistent with credentialing and state requirements as applicable to housing authorities. Additional training on housing authority-related issues will be provided at the expense of the GHA including but not limited to travel, per diem expenses, and salary of the assigned personnel during such training periods.
- I. The City will provide supervision, control, and direction of work activities and assignments of GPD officers, including disciplinary actions. It is expressly understood that the City shall be responsible for the compensation of GPD officers and all employee benefits, as well as any injury to officers, their property, or the City's property while discharging their duties under this Agreement except as stated elsewhere in this Agreement.
- J. The City assumes responsibility for the defense and liability, if any, of the City, GPD, and their employees against any claim, lawsuit, or other civil action brought as a direct result of the City's providing law enforcement services under this Agreement except as stated elsewhere in this paragraph or this Agreement. In the event an action is filed involving the enforcement of any of the GHA's rules, regulations, policies, guidelines, or directives and where a GPD officer assigned to GHA pursuant to this Agreement, the City, and/or GPD is/are named as a party/as parties, then the GHA assumes responsibility for the defense and

liability of the City, GPD, said GPD officer(s), other departments, and their officers and employees involving such claim, lawsuit, or other action brought. Where the claim or action involves mixed allegations against the City, and/or GPD, and/or its officers and/or employees and the GHA, and/or its officers and/or employees, the City, GPD, and/or its officers and employees shall be responsible for the defense and liability, if any, involving the enforcement or failure to enforce federal or state laws or City ordinances. The GHA shall remain responsible for the defense and liability, if any, involving any GHA rules, policies, guidelines, regulations, or directives.

- K. GPD shall designate one of the assigned GPD officers as the GPD Administrative Liaison Officer, who will work in concert with the Executive Director of the GHA, or his designee. The GPD Administrative Liaison Officer as well as the GPD officer(s) assigned pursuant to this Agreement shall remain subject to the directions and instructions of the GPD chain of command and supervisory structure. The City and the GHA agree that all operational procedures, methodologies, and guidelines to implement the services performed shall be governed and administered pursuant to and in accordance with Article IX of this Agreement. Subject to the identified provisions of Article IX of this Agreement, the duties of the GPD Administrative Liaison Officer will include the following duties:
1. Coordinate the dissemination and processing of police and security reports; provide supervisory assistance; and coordinate the resolution of problems with, and the execution of, provisions of this Agreement.
  2. Establish and maintain an ongoing line of communication between GPD personnel and GHA staff. The GPD personnel shall keep GHA staff informed of matters relevant to property supervision and the safety of residents, guests, visitors, and GHA personnel in accordance with the North Carolina public records laws.
  3. Prepare quarterly reports and provide same to the GHA.
  4. Initiate and monitor ongoing lines of communication between the GPD and resident leaders to effectively employ the community-policing concept and to address, in a timely manner, concerns raised by community leaders.
  5. Coordinate security workshops and training seminars for identified residents.
  6. Provide assistance with, and advice regarding, the planning and implementation of other grant-funded security programs within the GHA.
  7. Establish a clearly defined process for reporting non-emergency criminal activities.
  8. Coordinate police officers' assignment to targeted areas during specific periods of time as identified by the GHA and agreed upon by the City as high crime or high workload periods.

## **ARTICLE II SERVICES PROVIDED BY THE GHA**

- A. The GHA will provide training for residents, GHA on-site management staff, and the assigned GPD officers with workshops on community policing and crime prevention issues associated with public housing. Such training shall be consistent with the operational procedures identified in Article IX of this Agreement. This shall include, but is not limited to, the following: crime prevention and security responsibilities; community organization/mobilization against the causes of and precursors to crime; drug awareness and control; orientation and familiarization with the public housing communities for the assigned GPD officers; orientation to the lease contract, trespass policy, and other applicable policies of the GHA, as may be amended from time to time; and lease compliance enforcement procedures and policies.

- B. The GHA will provide suitable facilities for police services, as determined by the GHA and consistent with United States Department of Housing and Urban Development (“HUD”) regulations, as may be amended from time to time.
- C. The GHA will provide to the GPD supervisors of the assigned GPD Administrative Liaison Officer and other assigned GPD officers, as established and directed by the policies and procedures of the GPD, a quarterly assessment of the performance and operations of the GPD officers under this Agreement.
- D. The GHA has the right to reasonably request the GPD to replace any assigned personnel for reasons such as failure of performance, misconduct, or inability to provide services effectively. The GHA shall provide a written enumeration of the reasons for the request, including documentation of the alleged behavior that is the subject of the request. The request of the GHA shall not be unreasonably withheld.
- E. The GHA will work with the GPD to subsidize housing or rent for GPD officers who volunteer to reside in public housing developments selected by the GHA and consistent with HUD regulations, as may be amended from time to time.
- F. The GHA shall be responsible for hours worked by the assigned GPD officer as provided in Article VIII of this Agreement including overtime and shall promptly pay the City invoices submitted for the services provided by the assigned officer. The City will be responsible for the additional officer as provided by Article VIII of this Agreement. The GHA shall be responsible for any invoices for additional services for both assigned officers requested by the GHA under this Agreement.

**ARTICLE III  
ENFORCEMENT OF RULES AND REGULATIONS**

- A. The City, through the GPD, consistent with Article IX of this Agreement, is authorized to enforce the herein attached *Trespass and Ban Policy of the Housing Authority of the City of Greenville*. The *Trespass and Ban Policy of the Housing Authority of the City of Greenville* is attached and fully incorporated herein as **Attachment 1**.
- B. Nothing contained herein shall be construed as permitting or authorizing GPD officers to use any method or to act in any manner in violation of federal or state law, or of their sworn obligations as GPD officers.

**ARTICLE IV  
COMMUNICATIONS, REPORTING, AND EVALUATION**

- A. Communications.
  - 1. Access to Information—The City agrees that the GHA will have reasonable access to all public information which deals with criminal activity in any of the GHA’s communities. It is further agreed that the GPD will provide to the GHA copies of such incident reports, arrest reports, or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments, in accordance with the public records laws of the State of North Carolina. This information will be provided by the GPD at no cost on a regular

basis in accordance with specific procedures that have been or will be established and mutually agreed upon by the parties, except where stated otherwise in this Agreement. GHA and its officers, employees, and agents hereby agree to utilize these documents and/or information solely for official purposes and to limit any distribution and use to only as necessary to defend or prosecute any official action or proceeding related to the GHA's function and duties.

#### B. Reporting.

1. Forms—The GPD will require all assigned GPD officers to complete an activity log and forward a monthly report to the GHA no later than the 15th day of each month. This report will include, but not be limited to, data as follows:
  - i. Hours worked: Foot, bicycle, motorized, other
  - ii. Calls/requests for service
  - iii. Referrals to City/PHA Agencies
  - iv. Vehicle abandoned/towed/stolen
  - v. Drug paraphernalia confiscated/found
  - vi. Arrests/citations issued in connection with this Agreement, to include age, sex, ethnicity
  - vii. Property recovered/stolen
  - viii. Counseling of residents and visitors
  - ix. Broken lights/sidewalks
  - x. Weapons violations/seized
2. Media Coordination—GPD will relay to the GHA Executive Director or his designee information related to any major crime or incident that occurs on GHA property as soon as possible, preferably before public dissemination.

#### C. Annual Statistical Crime Information Data.

1. To the extent feasible, at least twice per year, the City will provide to GHA comparable statistical crime information data for GHA to evaluate what proportion of City-wide criminal activities occur on GHA property. The Parties will communicate and work together to determine the type and scope of data provided.

### **ARTICLE V INDEMNIFICATION**

The City agrees to hold the GHA, its officers, agents, and employees free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of the performance of the duties of the GPD officers providing services under this Agreement except as stated elsewhere in this paragraph or this Agreement. The GHA assumes responsibility for the defense and liability of the City of Greenville, Police Department, other departments and their employees and agents against any claim, lawsuit, or other action brought as a direct result of the City's providing law enforcement services to enforce any federal, state, or GHA laws, regulations, policies, guidelines, or directives.

**ARTICLE VI  
TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2023, and end on June 30, 2025, subject to the availability of funds. If funds are not sufficient to enforce this Agreement at any time during the period of this Agreement, the parties can agree to continue the Agreement or terminate this Agreement without penalty, cost, or expense.

**ARTICLE VII  
TERMINATION**

Either Party may terminate this Agreement, for convenience or for cause, upon thirty (30) days' written notice to the other Party. In the event that the Agreement is terminated, the GHA shall pay the City the outstanding pro rata amount of the Agreement for work performed through the effective date of termination within thirty (30) days of termination. The City shall deliver to the GHA final reports as provided above through the effective date of termination within thirty (30) days of termination. The City shall retain the right to suspend performance under this Agreement or terminate this Agreement for nonpayment for services provided to the GHA by the City pursuant to this Agreement and where such nonpayment is for a period of thirty (30) days or more. Such reservation of right shall not waive any other rights in law or equity or privileges of the City concerning the performance or termination of performance of the terms of this Agreement.

**ARTICLE VIII  
COMPENSATION TO THE CITY**

All compensation to the City will be made on a cost reimbursement basis. The GHA will reimburse the City for services specified in this Agreement for the expense incurred by the City.

- A. **Cost Reimbursement for Assigned GPD Police Officers.** Included in the cost reimbursements, the GHA shall be responsible for payment of the salaries and benefits of one (1) of the two (2) assigned GPD officers in the performance of the services requested pursuant to this Agreement, and for time and material charges incurred by the City in creating databases and preparing additional reports as noted in Article I, paragraph C. and Article IV, paragraph C. Additionally, the GHA shall be responsible for any overtime or extra duty periods of one (1) of the two (2) assigned GPD officers. The GHA further shall be responsible for payment of training costs as identified in Article I, paragraph H. The City shall be responsible for the salary, benefits, and overtime of one (1) of the two (2) GPD officers and shall be responsible for the benefits paid to the second officer above the maximum stated below in accordance with the personnel policies and procedures of the City of Greenville; *City of Greenville Personnel Policies*.

The GHA's obligation for reimbursement during the period of this Agreement is a maximum of \$80,000 for each year of this Agreement, except for the amount of overtime or extra duty expenses incurred. When the maximum amount of reimbursement for this Agreement period has been reached, the City at its sole discretion may elect to withdraw one (1) of the assigned GPD officers or assume the payments of salary, benefits, overtime, and training for the GPD officer for any portion of the remaining Agreement period.

- B. **Cost Reimbursement Each Additional GPD Police Officer Added by Amendment.** For each GPD police officer added by amendment herein to be assigned to the GHA, the GHA

shall be responsible for all of the following, subject to a maximum obligation of \$80,000.00 per year, per officer:

1. Payment of the salaries and benefits in the performance of the services requested pursuant to this Agreement.
2. All overtime and extra duty periods.
3. The time and material charges incurred by the City in creating databases and preparing additional reports as noted in Article I, paragraph C. and Article IV, paragraph C. herein.
4. All payment of training costs as identified in Article I, paragraph H.

The City shall be responsible for the salary, benefits, and overtime of each additional GPD police officer above the maximum stated herein in accordance with the personnel policies and procedures of the City of Greenville; *City of Greenville Personnel Policies*.

## **ARTICLE IX OPERATIONAL PROCEDURES**

The following Operational Procedures are designed to implement, guide, and incorporate the operational activities and procedures requested to be performed by the assigned GPD officers including the GPD Administrative Liaison Officer:

- A. **Scheduling and Hours Worked:** The Parties will work together to establish the schedules and working hours of the GPD officers assigned as provided in this Agreement. Schedules, including days and hours worked, holidays, and scheduled days off will be established using past service calls and other records of activity to determine the time periods when police presence is most used or needed. Hours and schedules will be consistent with the Fair Labor Standards Act and the personnel policies and procedures of the City and GPD. The assigned GPD officers, as determined by GPD, will work schedules not to exceed 80 hours in a two-week period, with each scheduled shift to be of a continuous nature except for meal breaks as provided by GPD policies and practices. The GHA will be responsible for all overtime wages and salary payments for one (1) of the GPD officers assigned pursuant to this Agreement and in accordance with Article VIII, paragraph B. The hours worked by the GPD officers shall include time after shifts are completed where the assigned GPD officer continues to perform services for the GHA such as the transport of arrestees/prisoners, report preparation, incident reports, and other work as may be required under this Agreement.
- B. **Additional Work:** The City will provide the GHA, in writing, an estimate for time and materials for additional work or services that require the creation of databases in order to provide the additional requested work or services or that require work or services to be performed in addition to the basic salaries of the assigned GPD officers. After review of the cost estimates, the GHA will notify the City in writing whether it wants the work or services performed. If the GHA desires the additional work to be performed, the notification to the City will include an acceptance of the estimate for time and materials. It is agreed and understood there may be times that the City determines that the special needs of the City and GPD will best be served by temporarily assigning one (1) or more of the assigned GPD officers to additional work or special needs of the City. In the event of such special needs assignment, the City will be responsible for the salary and other benefits of the assigned GPD officers.

- C. **Training:** The City will provide the assigned GPD officers with law enforcement training as required by the State of North Carolina. Any training desired by the GHA relating to housing authority or other related issues will be at the sole expense of the GHA. The GHA will provide travel expenses, course expenses, per diem, and lodging expenses for any GPD officers sent to or requested by GHA to attend such specialized or requested training. Unless otherwise agreed in writing, the time for travel and attendance at such training sessions will be included in the hours worked for each GPD officer attending as provided in Article IX, Paragraph A. of this Agreement.
- D. **Supervision:** It is understood and agreed that the GPD officers assigned to GHA pursuant to this Agreement will report to and are directly responsible to GPD supervisors in their supervisory chain of command. The GHA may not issue instructions or directives that contradict or attempt to override the orders of the City or its employees. In the event of conflicts between the policies or procedures or ordinances of the City and the GHA, the policies or procedures of the City and the ordinances of the City are controlling.
- E. **Equipment:** The City will provide the assigned GPD officers with the equipment and vehicles necessary to perform the services under the Agreement as determined solely by GPD. The equipment shall remain the property of the City. GPD will assign vehicles from its fleet for the performance of services under the Agreement, subject to availability, maintenance, or public safety issues. Additional vehicles may be purchased at the expense of the GHA for use by the assigned GPD officers, subject to the vehicles complying with GPD's vehicle equipment standards, markings, and configurations. The GHA may purchase with its funds bicycles for use by the assigned GPD officers as part of the assigned GPD officers' patrol duties. Such bicycles will conform to the standards, kind, and equipment requirements for bicycles used by GPD. The GHA shall be responsible for payment for required training by the assigned GPD officers before the assigned GPD officers will be permitted to use the bicycles as part of their patrol duties. The GHA, at its own expense, shall purchase bicycle racks to be attached to the vehicles available to the assigned GPD officers for the performance of duties under this Agreement. Use of bicycles by the assigned GPD officers will conform and comply with GPD standards, scheduling, and use requirements.
- F. **Uniforms:** GPD will provide uniforms for the assigned GPD officers consistent with GPD policies and practices.
- G. **GHA Regulations:** Consistent with operational needs, the assigned GPD officers along with any other sworn GPD officers will be authorized to enforce GHA's *Trespass and Ban Policy of the Housing Authority of the City of Greenville* (the "Trespass Policy"). In accordance with, and pursuant to the Trespass Policy, the GHA hereby authorizes each assigned GPD officer and every sworn GPD officer to serve as an Authorized Person for the purpose of enforcement of the Trespass Policy, and further authorizes the assigned GPD officers and any other sworn GPD officers to complete and/or serve any *Banned Letters* as defined by and pursuant to the Trespass Policy. The GHA further directs and authorizes the assigned GPD officers or other sworn GPD officers to issue citations up to and including arrest of individuals for Trespass violations, as defined by and pursuant to the Trespass Policy, such as refusing to leave after being directed to do so, or be found on or upon GHA Property after being directed not to enter and/or remain on or upon GHA Property. If a GPD officer, other than the assigned GPD officers under this Agreement, is involved in any administrative or civil proceeding involving a GHA resident, GPD is authorized to substitute GPD officer statements and reports in lieu of presence of the GPD officer.



H. **Administrative Space:** The GHA, at no cost to the City, shall provide administrative office space, furniture, equipment, telephones, and supplies necessary for the assigned GPD officers under this Agreement to prepare GHA reports or other documentation, communications, and information necessary to perform this Agreement. The GPD will supply the officers with computers necessary to complete their assigned duties.

I. **Billing:**

1. The month following the services provided under this Agreement, GPD's designated billing department will invoice the GHA for the periods of assignment worked by each GPD officer for the preceding month. The GHA shall provide a copy of the hours worked to the designated GPD program coordinator for record keeping purposes. GPD will forward a copy of the record of hours worked to the City's Financial Services Department. The City shall be responsible for all withholding taxes including but not limited to federal and state income, social security and Medicare and any benefits elected and paid to any assigned GPD officer under this Agreement. The City shall be responsible for the preparation, filing, and provision to the assigned GPD officers of any W-2 forms for any services performed during a tax year. The GHA shall be responsible for the payment only for those hours and services performed by the assigned GPD officers on the dates requested.
2. In the event the GHA requests the City to provide additional GPD officers beyond the GPD officers assigned under the Agreement, the City may decline such request where the operational needs and available on-duty manpower would create a concern for public safety and welfare. In such event, the GHA may request the use of off-duty GPD officers under a separate off-duty agreement at such rates prescribed in the off-duty agreement, if such GPD officers are available. Off-duty GPD officers employed under a separate off-duty agreement will be billed separately from the billing for the GPD officers assigned pursuant to the Agreement and will be paid promptly by the GHA.

**ARTICLE X  
NOTICES**

Any notices required pursuant to the terms of this Agreement shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

GHA: Greenville Housing Authority  
Attn: Executive Director  
PO Box 1426  
Greenville, NC 27835-1426

City: City of Greenville  
Attn: Chief, Greenville Police Department  
PO Box 7207  
Greenville, NC 27835-7207

**ARTICLE XI  
CONSTRUCTION OF LAWS**

This Agreement is made and entered into in the City of Greenville, North Carolina. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of North Carolina.

**ARTICLE XII  
AMENDMENT OF AGREEMENT**

The Parties agree this Agreement may be amended, but such amendment must be in writing and executed in duplicate originals by persons with authority to bind the Parties.

**ARTICLE XIII  
E-VERIFY COMPLIANCE**

The City shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the City utilizes a subcontractor, the City shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The City represents that the City and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The GHA shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the GHA utilizes a subcontractor, the GHA shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The GHA represents that the GHA and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**ARTICLE XIV  
ENTIRE AGREEMENT**

This Agreement shall consist of the following component parts:

- a) This Agreement; and
- b) *Trespass and Ban Policy of the Housing Authority of the City of Greenville (Attachment 1)*.

This Agreement exceeds \$25,000.00, and an Annual Audit under the Single Audit Act is required.

- A. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- B. **Signatures.** As it is applicable to this MOA, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this MOA is "signed" if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party's Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the MOA.

IN WITNESS WHEREOF, the Parties have executed this MOA effective as of the date of last signature below.

**Housing Authority of the City of Greenville, North Carolina**

\_\_\_\_\_  
Wayman A. Williams, Executive Director/CEO

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Procurement Officer/Contract Administrator

Date: \_\_\_\_\_

**City of Greenville**

**Greenville Police Department**

\_\_\_\_\_  
Ann E. Wall, City Manager

\_\_\_\_\_  
Ted D. Sauls, Jr., Chief of Police

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel D. McGirt, City Attorney

**(SIGNATURES CONTINUE ON NEXT PAGE)**

**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

Account Number \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

# **ATTACHMENT 1**

Trespass and Ban Policy  
of  
The Housing Authority of the City of Greenville, North Carolina

**Trespass and Ban Policy of  
The Housing Authority of the City of Greenville**

**I. Purpose**

The Housing Authority of the City of Greenville (“GHA”) has adopted this trespass policy (the “Policy”) in an effort to enhance the safety and security of its properties within the City of Greenville. The purpose of the Policy is to provide a written procedure for banning persons, who have engaged in activities that threaten the health, safety or right to peaceful enjoyment of GHA’s properties.

**II. Definitions**

- A. Police Department: The City of Greenville Police Department (“Police Department”).
- B. Policy: The GHA Trespass Policy
- C. Trespass: For the purpose of this Policy, in accordance with the North Carolina General Statutes Section 14-159.11, et seq., criminal trespass is defined as follows:
  - 1. First degree trespass: A person commits the offense of first degree trespass when he or she, without authorization, enters or remains:
    - a. on premises of another so enclosed or secured as to clearly demonstrate clearly an intent to keep out intruders, or
    - b. in a building of another.
  - 2. Second-degree: A person commits the offense of second degree trespass when he or she, without authorization, enters or remains on premises of another:
    - a. after having been notified not to enter or remain there by the owner, by a person in charge of the premises, by a lawful occupant, or by another authorized person, or
    - b. that are posted, in a manner reasonably likely to come to the attention of intruders, with notice not to enter the premises.
- D. Trespassed Person: A person who has been banned from entering GHA Property in accordance with the Policy.
- E. GHA: The Housing Authority of the City of Greenville, North Carolina.

- F. GHA Property: The properties owned and maintained by GHA. GHA Property is private property. GHA Property includes, but is not limited to, the buildings, and parks within the GHA communities, the common areas, and parking lots within the properties owned by GHA. Signs have been posted on GHA Property that clearly identify the property as private property.

### III. Procedure

- A. Authorized Persons. Entrance to GHA Property is restricted to GHA residents, their household members, authorized visitors and guests, as well as GHA staff, commissioners, representative agents, contractors, and law enforcement officials carrying out official GHA or law enforcement business.
- B. Persons Subject to Trespass. Any person who has engaged in activities that threaten the health, safety and right to peaceful enjoyment of GHA residents, household members, authorized visitors or guests, or GHA staff or agents may be prohibited from entering all GHA Property. Examples of persons who may be banned from GHA Property include, but are not limited to, the following:
1. A person who engages in a verbal or physical confrontation with any law enforcement officer, GHA staff or agent, resident, household member or authorized guest or visitor while on GHA Property.
  2. A person who engages in any drug related criminal activity on or off the property.
  3. A person who engages in any criminal activity that threatens the health, safety and right to peaceful enjoyment.
  4. A person who engages in any violence or threatened violence against any GHA resident, household member, authorized visitors or guest, or the staff or agents of GHA. (This includes domestic violence as described in Article 50B of the North Carolina General Statutes).
  5. A person who engages in criminal activity in which a deadly weapon or dangerous instrument was used, or threatened to be used, or any activity that resulted in physical injury to any person.
  6. A person who damages, destroys, vandalizes, defaces, or otherwise reduces the value of the real and/or personal property of GHA, its employees, commissioners, representatives, agents, residents, visitors and guests, contractors, any law enforcement official, or other member of the public.
  7. A person who engages in any illegal behavior involving firearms or other deadly weapon, including, but not limited to unlawful possession, concealment or use of a said firearm or deadly weapon.

8. A person who commits a public nuisance, and other disorderly, lewd or lascivious conduct on GHA property.
9. A person who loiters, or otherwise fails to have any legal business, on GHA property.
10. A person who causes significant littering on GHA property.
11. A person who engages in any illegal behavior involving automobiles or other vehicles, including, but not limited to, reckless driving, joy riding, destruction, and theft.
12. A person who engages in any gang-related activity, including, but not limited to, grouping, or using hand signals, gestures, and/or clothing to show gang affiliation for the purpose of threatening or intimidating rival gangs, GHA residents, visitors and guests, GHA employees, commissioners, representatives, agents, contractors, and law enforcement officials carrying out official GHA or law enforcement business.
13. During a lease termination proceeding, a resident and/or household member may be banned from all GHA Property except for his/her unit and GHA community in which he/she resides, as determined by GHA. At the conclusion of the lease termination proceeding, GHA will determine if the resident and/or household member should be banned from all GHA Property.
14. A person who has been banned from GHA Property, is still on the ban list and is subsequently found on GHA Property while on the ban list.
15. A person who as a result of conviction and placed on probation or as a condition for any deferred prosecution or judgment continued or other action tantamount to a finding of guilt or who as a condition of release before trial is prohibited from being found on GHA Property during the period of probation, deferred action or judgment continued is found on GHA Property.
16. Habitual trespasser – a person who has been banned from GHA property, remains on the ban list and has been charged with three or more subsequent trespass violations while on the ban list.

C. Trespass Determination. As determined by GHA's authorized staff or agent, a person who has engaged in an activity that threatens the health, safety and right to peaceful enjoyment, as discussed in Section II.B. above, may be banned from entering GHA Property.



1. The person being banned may be notified orally or in writing by GHA's staff or agent. North Carolina law **does not require** that the Trespassed Person sign nor receive any documentation.
2. Following GHA's determination to ban a person from GHA Property, a GHA Trespass Letter ("the Trespass Letter") will be completed in triplicate by GHA's staff or agent. GHA will make a reasonable effort, but is not required, to deliver the original Trespass Letter to the Trespassed Person. Once the Trespass letter has been delivered, distribution shall be as follows:

White copy: Pitt County Clerk of Court  
Yellow copy: Greenville Police Department  
Pink copy: GHA Central Office  
Gold copy: Banned individual

A photograph of the Trespassed Person (if available) may be maintained by GHA. The Trespass Letter shall serve as notice that the Trespassed Person shall not enter any GHA Property and that he/she may appeal GHA's determination in accordance with Section IV below.

- a. In the event that the Trespassed Person is a juvenile, GHA will make a reasonable effort, but is not required, to deliver the original Trespass Letter to the Trespassed Person's parent or legal guardian.
- b. GHA staff or agent shall make a reasonable effort to include the following information in the Trespass Letter:
  - (1) the full name and address of the offender;
  - (2) the date the Trespass Letter is delivered to the banned individual;
  - (3) the resident/non-resident status of the individual;
  - (4) the development or location at which the incident occurred;
  - (5) the signature of the Police Officer or designated staff person banning the individual;
  - (6) the date, time, and place the person was encountered for the offense;
  - (7) the reason(s) for banning; and
  - (8) a description of the individual, to include such information as birth date, social security number, and driver's license or other special identification.

3. The names of all Trespassed Persons will be placed on GHA's Trespass/Banned List which shall be updated quarterly or as often as determined by the Executive Director. The Trespass/Banned List shall be distributed to: 1) the Police Department, 2) all law enforcement officers working as agents for GHA; 3) all property managers; and 4) residents through newsletter or other mailings.

The Trespass/Banned List shall be posted at each of the public housing developments and at GHA's main office.

4. Residents and members of the household shall take all reasonable steps to exclude Trespassed Persons from GHA Property, as required by the dwelling lease. Such reasonable steps include, but are not limited to, the resident notifying the GHA Property Manager and/or the Police Department if a Trespassed Person is seen on or about, GHA Property or the resident's dwelling unit. If it is determined that a resident or member of the resident's household invites, facilitates or permits a Trespassed Person to enter GHA Property, the resident will be in violation of the dwelling lease.
5. In the event a Trespassed Person is observed on any GHA Property by GHA staff or agent, he/she should contact the Police Department for assistance. In the event that a member of the Police Department is unavailable, a warrant for the offense of criminal trespass may be filed with the Criminal Magistrate of Pitt County. The GHA staff member or agent will be required to attest to the time, date, and location the Trespassed Person was observed on GHA Property.

#### IV. **Appeal Process**

Upon addition to the GHA Trespass List, the Trespassed Person and/or an interested resident may request a hearing to remove the Trespassed Person from the GHA Trespass List.

- A. A request for an appeal of GHA's determination must be submitted to the Executive Director within five (5) days following issuance of the Trespass Letter. GHA will provide the grieving party with the date, time and place of the hearing within a reasonable amount of time. Should the grieving party fail to appear at the hearing, the determination of GHA shall be final.
- B. The Hearing Officer shall be the Executive Director, who will review each appeal and conduct a hearing. Prior to the hearing, the grieving party shall provide GHA with (1) a current certified copy of the Trespassed Person's criminal history, (2) a list of the Trespassed Person's previous home addresses that had been located outside of Pitt County, and (3) any relevant documents. The grieving party may bring a representative and/or relevant witnesses to the hearing.
- C. The Executive Director will make a final determination which will be provided to the grieving party in writing. A copy of the final determination will also be delivered to the Property Manager of the development where the offensive activity had occurred.

1. If it is the determination of the Executive Director to remove the Trespassed Person from the Trespass List, the Executive Director may remove him/her from the Trespass List immediately or for a probationary period of one (1) year.
- D. Following the expiration of the period in which a Trespassed Person may appeal GHA’s determination, the Trespassed Person shall be banned from GHA Property for at least one (1) year. The following is a list of waiting periods for several offenses that Trespassed Persons shall wait prior to submitting a written request to the Executive Director for a re-determination hearing. Depending on the circumstances, and at the sole discretion of GHA, GHA may lengthen or shorten the following waiting periods:

| <u>Offense</u>  | <u>Waiting Period</u>  |
|---|--|
| eviction from GHA property  | 1 year   |
| verbal or physical confrontation  | 1 year   |
| damage to property in excess of \$500   | 1 year   |
| conviction of a subsequent trespass while on the ban list   | 1 year (upon expiration of current ban)  |
| trespass as a violation of a condition of probation, Parole, deferred prosecution, judgment continued or pretrial release   | 1 year (upon expiration of current ban)  |
| violence or threat of violence  | 2 years  |
| drug related criminal activity on or off the property   | 5 years  |
| criminal activity that threatens the health, safety and right to peaceful enjoyment   | 5 years  |
| criminal activity involving the use or threatened use of a weapon or instrument   | 5 years  |
| person charged with subsequent trespass and who has been administratively determined to be habitual trespasser and is convicted of a third or subsequent trespass violation while on the ban list | lifetime (may apply for reinstatement after 10 years if no further violations) |
| sex offense subject to lifetime registration  | lifetime   |

trafficking and/or selling drugs on or off the property

lifetime (may apply for reinstatement after 10 years with no additional criminal activity subject to during the 10 year period of no additional criminal activity).

- E. Restrictive Visitation. In extenuating circumstances and for good cause shown, the Executive Director may permit Trespassed Persons to enter certain GHA Property under restrictive visitation conditions. Examples of extenuating circumstances include, but are not limited to, a Trespassed Person visiting his/her child or ailing family member who resides in GHA Property, assisting a family member with a move from GHA Property, etc. In the sole discretion of GHA, the Trespassed Person may be permitted to enter certain GHA Property during business hours, may be required to check in and out with the Property Manager or under other restrictive conditions as determined by GHA.

V. **Removal from Ban List**

Persons listed on the Trespass/Ban List may not be removed by anyone except in consultation with the Executive Director.

**EXHIBIT A**  
**COMMON AREAS**

The following rules and regulations apply to all property owned, leased, or managed by the Housing Authority of the City of Greenville (“GHA”).

**NO ONE MAY:**

1. **Enter the property at any time unless he or she is:**

A resident or household member whose name is on a dwelling unit for a unit in the property,

An employee or agent of GHA; or

A guest or visitor of a resident, household member or GHA.

2. **Consume any alcoholic beverage in any common area.**

3. **Between 10:00 p.m. and 8:00 a.m.**

Enter or use any playground, recreational area or park; or

Congregate outdoors with others in any common area, except in:

The resident's own yard or

The yard of a resident who is present with the visiting person(s).

4. **Stand, sit or walk on or across any electrical transformer, wall or fence.**
5. **Create a nuisance or otherwise unreasonably disturb the right to quiet enjoyment of the property, such as conduct that:**
  - Is loud or disorderly
  - Impedes vehicular or pedestrian traffic, or
  - Threatens or intimidates others.
6. **Engage in any illegal activity.**
7. **Sell or solicit for sale without a permit from the City of Greenville, or sell or solicit for sale between 10:00p.m. and 8:00a.m. even with a permit.**

**As used in these rules:**

- (a) **Common Area** means any part of a housing development that is not leased for the exclusive use and occupancy of a resident, his/her household members, and his/her guests and visitor, including any parking lot, park, playground, recreational area, sidewalk, or yard (as defined below); and
- (b) **Yard** means the outside area adjacent to an apartment unit, including any patio or porch, which area:
  - (1) Is intended to serve as personal space for a resident of an apartment, his/her household members, and his/her guests and visitor and their guest, and
  - (2) Is generally bounded by other yard and sidewalks providing access to more than one apartment.

If any question arises concerning the boundaries of a resident's "yard" the property manager of the development will, upon request, identify the boundaries.

A violation of any of these rules will be considered a serious violation of the resident's lease, and may also be grounds for criminal charges against a resident or nonresident under applicable law, including trespass and disorderly conduct statutes.

## **NOTICE TO NON-RESIDENTS AND VISITORS TO THESE PREMISES**

YOU WILL BE CONSIDERED A **TRESPASSER** AND SUBJECT TO **ARREST** AND **PROSECUTION WITHOUT FURTHER NOTICE** IF **ANY** OF THE FOLLOWING APPLIES TO YOU:

1. YOU ARE **NOT AN AUTHORIZED GUEST** OR VISITOR OF A RESIDENT OR EMPLOYEE OF THE GREENVILLE HOUSING AUTHORITY (“HOUSING AUTHORITY”).
2. YOU ENGAGE IN ANY ILLEGAL ACTIVITY.
3. YOU CONSUME ANY **ALCOHOLIC** BEVERAGE EXCEPT WITHIN THE PREMISES OF A RESIDENT.
4. YOU WALK OR STAND ON THE YARD OF ANY RESIDENT WITHOUT THE RESIDENT’S PERMISSION AND PRESENCE.
5. YOU SIT ON OR DISTURB ANY POWER TRANSFORMER.
6. YOU DRIVE A VEHICLE ON ANY YARD OR COMMON AREA, OR PARK IN ANY AREA NOT DESIGNATED FOR PARKING.
7. YOU MAKE MAJOR REPAIRS OR WASH A VEHICLE ON HOUSING AUTHORITY PROPERTY.
8. YOU USE THE PLAYGROUNDS OR PARKS BEFORE **8:00 AM** OR AFTER **10:00 PM**.
9. YOU SELL OR SOLICIT FOR SALE WITHOUT A PERMIT FROM THE CITY, OR YOU SELL OR SOLICIT BEFORE **8:00 AM** OR AFTER **10:00 PM**, EVEN WITH A PERMIT.

**10. YOU ENGAGE IN ACTIVITIES THAT THREATEN THE HEALTH, SAFETY AND RIGHT TO PEACEFUL ENJOYMENT OF HOUSING AUTHORITY RESIDENTS, HOUSEHOLD MEMBERS, AUTHORIZED VISITORS OR GUESTS, OR GHA STAFF OR AGENTS AS DETERMINED BY THE HOUSING AUTHORITY.**

Approved: 09/27/04 Board Resolution # 1011

Revised: 10/29/2012 Board Resolution #1215

Revised: 06/24/2013 Board Resolution #1231



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

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**Title of Item:** Pitt County Arts Council at Emerge Fiscal Year 2023-24 Contract for Services

**Explanation:** One of City Council's adopted strategic goals is to Build a Thriving and Attractive Community by Creating Vibrant Neighborhoods and Expanding Artistic, Cultural and Recreational Opportunities. The City's partnership with the Pitt County Arts Council at Emerge serves as a strategic priority used to move this Council goal forward. The FY 2023-24 Contract for Services between the City and the Arts Council includes a work plan centered around tasks that work toward achieving this goal. The following are the priorities included in the work plan for FY 2023-24:

- Arts Administration and Civic Arts Facilitation
- Public Art Program
- SmART City Program: The Emerald Loop

The following is a summary of the key components for each of the priorities identified:

### Arts Administration and Civic Arts Facilitation

- Continue as the Civic Arts Facilitator for the CITY, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Committee and the Greenville Mural Group. For specific nonscheduled projects that the CITY requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art.
- Manage the Greenway Sculpture Program, integrating the DownEast Sculpture Exhibition placements with donated and/or loaned sculptures along the Greenway. The ARTS COUNCIL will monitor the public art, communicate with artists, and continue to plan expansions when realistic.
- Manage the call for artists for the rotating art for the CITY as part of the DownEast sculpture exhibition, and provide administrative oversight of call for artists, jurying, logistics, and honorarium.
- Research and plan to implement, in partnership with the City of Greenville, a Multicultural Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
- Co-Coordinate the Youth Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication



- Oversee Arts District planning for the Emerald Arts District, including collaborating with the First Friday ArtWalk, and district-wide programming
- Serve as a representative on the African American Cultural Trail Committee
- Serve as the fiscal agenda and umbrella organization for the Black Creatives of Pitt County
- Conduct the Greenville-Pitt County Americans for the Arts Economic Impact of the Arts Study
- Present to City Council any planned public arts projects on City of Greenville property

#### Public Art Program

- Coordinate the rental of sculptures as part of the DownEast Sculpture Exhibition.
- Locate a new piece of public art each year, or prepare for a public art project if the funding is combined to the next year.
- Provide administration of the Public Art conservation and maintenance fund.

#### SmART City Program: The Emerald Loop

- Coordinate the SmART City project, specifically the Emerald Loop, overseeing all planning, implementation, budgeting, and fundraising. The Emerald Loop is a 5-year project, with FY 2023-24 being Year 4.
- Oversee the North Carolina Arts Council’s “SmART Communities” Grant, the National Endowment for the Arts “Our Town Grant, and additional grant funds from local stakeholders for the Emerald Loop project. The Arts Council’s grant fund budget for FY 2023-24 is \$180,000.
- Collaborate with the African American Cultural Trail of Greenville-Pitt County to coordinate efforts to help connect the Emerald Loop and the African American Cultural Trail and reinforce the marketing, visibility, and many of the stops on the Trail.
- Coordinate the planning and implementation of the Emerald Loop Public Art Projects

The contract for FY 2023-24 provides for a list of deliverable projects based on the priorities listed above. The following is a summary of the projects as included in the contract:

- DownEast Sculpture Exhibition implementation and rotation
- Greenway Public Art implementation and rotation
- Paddock Public Art
- Wildwood Park Public Art
- Continued planning for West Fifth Street/Elizabeth Street/Albemarle Avenue Roundabout Black Creatives ArtWork and Lighting Project
- Emerald Loop Sheltered Bench on Town Common
- Implementation for art retrofitting of Emerald Express
- Design of intersection murals for Reade/Dickinson, and 3 on 5th Street

- Potential implementation of intersection mural at Reade Circle/Dickinson Ave.
- Oversee the Emerald Loop Lighting Plan, serving as the liaison between the lighting designer and public and private entities to help coordinate a district wide lighting plan.
- Plan additional public art on the Emerald Loop Route

**Fiscal Note:**

The cost of the contract is \$91,000 for Fiscal Year 2023-24, which does not represent a change from the Fiscal Year 2022-23 contract. The cost of the contract is included in the Fiscal Year 2023-24 Budget.

**Recommendation:**

Approve the Fiscal Year 2023-24 Contract for Services and authorize the City Manager to execute the Contract with the Pitt County Arts Council at Emerge

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ATTACHMENTS

 [COG-#1181629-v1-PITTS\\_COUNTY\\_ART\\_COUNCIL\\_CONTRACT\\_FOR\\_SERVICES.docx](#)

**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_



**AGREEMENT FOR CONTRACTOR SERVICES**  
**PUBLIC ARTS SERVICES**

THIS AGREEMENT (“Agreement”) made and entered into on this date \_\_\_\_\_, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation, with offices located at 200 West Fifth Street, Greenville, Pitt County, North Carolina (hereinafter referred to as the “CITY”) and EMERGE GALLERY & ART CENTER DBA PITT COUNTY ARTS COUNCIL AT EMERGE, a North Carolina not-for-profit, charitable organization recognized by the IRS as a 501(c)(3) corporation, with a principal office located at 404 Evans Street, Greenville, Pitt County, North Carolina, 27858 (hereinafter referred to as “ARTS COUNCIL”);

**WITNESSETH:**

WHEREAS, enhancing the quality of life in Pitt County by promoting artists and art organizations, educating through the arts, and making the arts accessible to the entire community is beneficial to all residents of the City of Greenville and the County of Pitt; and

WHEREAS, the CITY is committed to making available financial resources for the services outlined herein and pursuant to North Carolina General Statute (“NCGS”) § 160A-20.1, the CITY is authorized to contract with and appropriate money to individuals, associations, or corporations, including not-for-profits, to carry out any public purpose that the CITY is authorized to engage in by law; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, receipt of which is hereby respectively acknowledged by each of the parties hereto, ARTS COUNCIL and CITY do hereby agree each with the other as follows:

1. **SCOPE OF AGREEMENT.** It is the intent of this Agreement to define the contractual relationship between the CITY and the ARTS COUNCIL to the publicize the economic, educational, social, and cultural benefits of the ARTS COUNCIL, assist in promoting the arts to business and residents as an economic driver, and provide information on an ARTS COUNCIL district plan to key stakeholder groups for community acceptance and buy-in to create a parent organization for the arts. The ARTS COUNCIL will collaborate with the CITY’s planning efforts to improve the quality of life in Greenville. ARTS COUNCIL shall use any approved

**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

appropriation and expenditure in carrying out these services during the subject fiscal year in which funds are appropriated. More specifically, the ARTS COUNCIL affirmatively represents it shall provide program services that must fulfill a public purpose related to same through the following activities:

- a) **Arts Administration and Civic Art Facilitation:** The ARTS COUNCIL will continue to serve the CITY by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council (\$30,000):
  - i) Develop, promote and support the arts in the City.
  - ii) Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.
  - iii) Partner and plan with stakeholders and the CITY to ensure that the arts are a part of future development, streetscapes, and plans within the community.
  - iv) Continue as the Civic Arts Facilitator for the CITY, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Committee and the Greenville Mural Group. For specific non-scheduled projects that the CITY requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art component.
  - v) Seek additional funding for public art and arts programming throughout Greenville.
  - vi) Manage the call for artists for the rotating art for the CITY as part of the DownEast sculpture exhibition, and provide administrative oversight of call for artists, jurying, logistics, honorarium and installation.
  - vii) Manage the Greenway Sculpture Program, integrating the DownEast Sculpture Exhibition placements with donated and/or loaned sculptures along the Greenway. The ARTS COUNCIL will monitor the public art, communicate with artists, and continue to plan expansions when realistic.
  - viii) Research and plan to implement, in partnership with the CITY, a Multicultural Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
  - ix) Co-Coordinate the Youth Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
  - x) Oversee Arts District planning for the Emerald Arts District, including collaborating with the First Friday ArtWalk, and district-wide programming.
  - xi) Serve as the fiscal agent and umbrella organization for the Black Creatives of Pitt County.
  - xii) Serve as a representative on the African American Cultural Trail.
  - xiii) Oversee and implement the monthly Arts Organizations meeting with all

**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

organizations who do arts and cultural programming in Greenville and Pitt County.

- xiv) Conduct the Greenville-Pitt County Americans for the Arts Economic Impact of the Arts Study.
- xv) Present to City Council any planned public art projects on CITY property.

Deliverables:

- An annual work plan will be presented to the City Council for scheduled public art projects on public property as included in Appendix A.
- ARTS COUNCIL shall submit a presentation and sketch of each public art project (“project”) on public property to the City Council.
- An annual report will be presented to the CITY Administration showing the success of the items listed above.

b) **Public Art Program:** The ARTS COUNCIL will oversee the Public Art Program for the CITY (\$21,000):

- i) \$9,000 for the “rental” of five to six sculptures located in the Uptown area, several locations along the Greenway, and another location within CITY limits.
- ii) \$10,000 toward a public art piece (i.e. mural or sculpture) or toward the Public Art Fund for a larger project another year.
- iii) \$2,000 toward the Public Art conservation and maintenance fund administered by the ARTS COUNCIL.

Deliverables:

- Coordination of the rental of sculptures as part of the DownEast Sculpture Exhibition.
- A new piece of public art in the Greenville CITY limits, or preparation for a public art project if the funding is combined to the next year.
- Administration of the Public Art conservation and maintenance fund.
- ARTS COUNCIL shall submit a final sketch of each public art project (“project”) on public property to the City Council.

c) **SmART CITY Program - The Emerald Loop:** The ARTS COUNCIL will oversee and administer the Emerald Loop project in coordination with the CITY. The Emerald Loop is a multimodal urban arts trail that will connect Greenville’s cultural gems including our artistic and cultural assets, diverse communities, and bring economic development to our Center CITY spurring tourism for our visitors and quality of life for our residents (\$40,000):

**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

- i) Coordinate the SmART City project, specifically the Emerald Loop, overseeing all planning, implementation, budgeting, and fundraising. The Emerald Loop is a 5-year project, with FY2023-24 being Year 4.
- ii) Oversee the North Carolina Arts Council’s “SmART Communities” Grant, the National Endowment for the Arts “Our Town Grant, and additional grant funds from local stakeholders for the Emerald Loop project. The Art Council’s grant fund budget for FY2023-24 is \$180,000.
- iii) Collaborate with the African American Cultural Trail of Greenville-Pitt County to coordinate efforts to help connect the Emerald Loop and the African American Cultural Trail and reinforce the marketing, visibility, and many of the stops on the Trail.
- iv) Coordinate the planning and implementation of the Emerald Loop Public Art Projects as included in Appendix B.

Deliverables:

- An annual report will be submitted to CITY Administration.
- ARTS COUNCIL shall submit a final sketch of each public art project (“project”) on public property to the City Council.

2. **RELATIONSHIP OF PARTIES.** The CITY and ARTS COUNCIL agree that the ARTS COUNCIL shall not represent itself as an officer, agent or employee of the CITY for any purposes. The ARTS COUNCIL has or will secure at its own expense, all personnel required to perform services under this Agreement. Such personnel shall not be employees of the CITY or have any contractual relationship with the CITY. The ARTS COUNCIL agrees that all personnel engaged in the services under this Agreement shall be fully qualified and shall be authorized to perform the services under this Agreement.

3. **PAYMENT.** For and in consideration of the services to be provided by the ARTS COUNCIL, as described in Section 1 of this Agreement, upon notice, a public hearing, and approval of the appropriation and expenditure by the City Council of the CITY of Greenville, the CITY will provide a payment up to \$91,000 (Ninety-One Thousand Dollars and Zero Cents) to the ARTS COUNCIL, broken down as follows:

|           |   |
|-----------|---|
| \$30,000: | Administrative and Civic Art Facilitator Services |
| \$21,000: | Public Art Program                                |
| \$40,000: | <u>SmART City Grant Match for Emerald Loop</u>    |
| \$91,000: | TOTAL   |

The maximum amount to be paid by the CITY under this Agreement shall be based upon the CITY Funds available for the subject fiscal year. The payments up to \$91,000 will be made quarterly, in equal installments, upon submission of an invoice and supporting documentation by the ARTS COUNCIL. The CITY shall not be obligated to pay the ARTS COUNCIL any payments, fees, expenses, or compensation other than those authorized by this section. The

**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

CITY, without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by the ARTS COUNCIL to comply with any of the provisions of this Agreement, including deadlines for submitting any accounting, audit, statement, information, record, documentation, or report. The CITY Manager or their designee shall have the authority to decide on behalf of the CITY whether the ARTS COUNCIL has complied with this Agreement, including any attachments.

4. **TERM OF CONTRACT.** The term of this Agreement shall be one (1) year (“Term”) according to the CITY’s fiscal calendar, beginning July 1, 2023 and ending June 30, 2024, unless earlier terminated herein. ARTS COUNCIL shall comply with all requirements imposed by this Agreement by June 30 of the end of the Term of the Agreement, except to the extent, if any, that this Agreement indicates a different time for performance.
5. **REPORTING.**
  - a) In addition to other reporting requirements included herein, if requested in writing by the CITY with reasonable notice to the ARTS COUNCIL, the ARTS COUNCIL shall in make all of the requested information available for inspection and audit by the CITY at any time during workdays of the CITY.
  - b) Additionally, the ARTS COUNCIL will allow the CITY’s Finance Director access to the records and information requested and will facilitate a review of the accounting and program operations as may be required. The CITY will have the right to conduct site visits within one (1) week of a request to do so.
  - c) The ARTS COUNCIL shall retain financial and program records during the term of this Agreement, and for a minimum period of three (3) years following the expiration or earlier termination of this Agreement.
  - d) Upon request, oral or written, of any member of the public, ARTS COUNCIL shall provide a copy of its latest annual financial statement of its operations, which includes an account of all CITY Funds received from the CITY under this Agreement and all expenditures made from CITY funds.
  - e) Material non-compliance with this section may be deemed a material breach of this Agreement.
6. **NON-APPROPRIATION OF FUNDS.** The ARTS COUNCIL acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to ARTS COUNCIL, at the earliest possible date, CITY may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the CITY’s budget, funding or financial resources. Such termination is in addition to the CITY’s rights to terminate for convenience or cause. Funding for this Agreement is subject to annual appropriation.

**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

**7. INSURANCE:**

The ARTS COUNCIL agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Insurance required shall remain in effect through the life of this Agreement.

**a. Commercial General Liability:**

Limits:

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

**b. Commercial Automobile Liability:**

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

**c. Cancellation:**

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

**d. Proof of Carriages:**

- i. The ARTS COUNCIL shall provide the CITY with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the CITY prior to the commencement of services. Said policies shall provide that the CITY be an additional named insured.
- ii. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of North Carolina.

**8. NOTICE.**

- a) All notices or communications required or permitted by this Agreement will be in writing and delivered via personal delivery, a recognized national overnight delivery service or by certified mail, return receipt requested, in addition, subsection (b) must be complied with.
- b) Additional Notice by Email. In addition to complying with subsection (a), the party giving notice or other communication shall also send it by email if the other party has provided a valid, working email address.
- c) Change of Address; Discovery of Invalid Email Address. A change of address, email address, telephone number, or person to receive notice may be made by either party by



**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

notice given to the other party. At any time that a party discovers that the other party has provided it an email address that is not valid, the discovering party shall provide notice of the discovery to the other party, so that it can substitute a valid email address.

- d) Date Notice Deemed Given. If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both subsection (a) and subsection (b) have been complied with.
- e) Addresses. Subject to change pursuant to subsection (d), the addresses for these notices, are:

**TO THE CITY:**

City of Greenville  
PO Box 7207  
Greenville, NC 27835  
Attn: City Manager

**WITH COPY TO: CITY ATTORNEY**

**TO THE ARTS COUNCIL:**

Emerge Gallery & Art Center DBA Pitt County Arts Council at Emerge  
404 Evans Street  
Greenville, NC 27858  
Attn: Executive Director

- 9. **REPAYMENT OF FUNDS.** The ARTS COUNCIL shall only use public funds for public purposes and shall repay to the CITY the full amount of any CITY Funds lost, misapplied, unaccounted for, or inadequately accounted for in violation of this Agreement. This amount is due and payable to the CITY within sixty (60) days of written notice.
- 10. **TERMINATION.** Upon a material breach of this Agreement by the other party, either party to this Agreement may terminate the Agreement by providing written notice to the other party at least thirty (30) days prior to the date of termination; provided, however, that if such breach is cured by the defaulting party within such thirty (30) day period, then such notice of termination shall have no further force or effect and the Agreement shall continue through its term.
- 11. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM.** The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The ARTS COUNCIL attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.
- 12. **TITLE VI NON-DISCRIMINATION.** ARTS COUNCIL, its assignees and successors in interest, agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Appendix C to this Agreement and will not discriminate in its hiring,

**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

13. **E-VERIFY.** The ARTS COUNCIL shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the ARTS COUNCIL utilizes a Subcontractor, the ARTS COUNCIL shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The ARTS COUNCIL represents that the ARTS COUNCIL and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
14. **AMENDMENTS AND WAIVER.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the CITY and ARTS COUNCIL.
15. **CHOICE OF LAW; VENUE.** This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the CITY of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
16. **PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the CITY from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
17. **ASSIGNMENT.** There shall be no assignment, subletting or transfer of the interest (including payments) of the ARTS COUNCIL in any of the services covered by the Agreement without the written consent of the CITY. Unless the CITY agrees otherwise in writing, the ARTS COUNCIL and all assignees shall be subject to all of the CITY's defenses and shall be liable for all of the ARTS COUNCIL's duties that arise out of this Agreement and all of the CITY's claims that arise out of this Agreement. Without granting the ARTS COUNCIL the right to assign, it is agreed that the duties of the ARTS COUNCIL that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.
18. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS.**
  - a) To the maximum extent allowed by law, the ARTS COUNCIL shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of negligent acts or omissions of the ARTS COUNCIL or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are be liable. In performing its duties under this subsection "a," the ARTS COUNCIL shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to CITY.
  - b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (including without limitation within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item).

**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

“Indemnitees” means CITY and its officers, officials, independent contractors, agents, and employees, excluding the ARTS COUNCIL.

- c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the CITY that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this Agreement.
- d) Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
- e) It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to the ARTS COUNCIL, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from the ARTS COUNCIL’s activities and operations while performing services under this contract; except to the extent that such damages, injury, or other loss results from the negligence or intentional misconduct of the CITY, its officers, officials, independent contractors, agents, or employees. The ARTS COUNCIL shall assume full and complete liability for any and all damages to CITY or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- f) ARTS COUNCIL will promptly notify the CITY of any Civil or Criminal Actions filed against the ARTS COUNCIL 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.

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

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

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

**20. CONFLICT OF INTEREST.**

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

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

**22. AUTHORITY TO CONTRACT.** The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to ARTS COUNCIL, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the ARTS COUNCIL as the act of the said ARTS COUNCIL.

**23. GENERAL COMPLIANCE WITH LAWS.** The ARTS COUNCIL shall materially comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of services under this Agreement.

**Vendor Name:** Emerge Gallery & Art Center DBA  
Pitt County Arts Council at Emerge

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

24. **IRAN DIVESTMENT ACT CERTIFICATION.** The ARTS COUNCIL 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 ARTS COUNCIL shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.
25. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties with respect to the subject matter covered by this Agreement. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement shall be deemed to exist or to bind either party hereto.
26. **SEVERABILITY.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affecting the remaining provisions.
27. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
28. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the CITY and the ARTS COUNCIL and not any other person.
29. **CITY MANAGER'S AUTHORITY.** To the extent, if any, the CITY has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the CITY Manager or their designee.
30. **E-SIGNATURE AUTHORITY.** The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures

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

**PITT COUNTY ARTS COUNCIL AT EMERGE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF GREENVILLE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
**CITY Attorney or Designee (Designee means Assistant CITY Attorney)**

**PRE-AUDIT CERTIFICATION:**

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

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

## **APPENDIX A**

The following is the Civic Arts Work Plan art projects in the CITY of Greenville public spaces for Fiscal Year 2023-24:

1. DownEast Sculpture Exhibition: New location in Greenville determined
2. Greenway Public Art
3. Paddock Public Art
4. Wildwood Park Public Art
5. Emerald Loop Public Art Projects (See Appendix B)

Request to add additional projects to the Civic Arts Work Plan during the contract period shall be approved by Council in a City Council meeting following a presentation of the public art in the workshop presented the month before.

## **APPENDIX B**

The following is the Emerald Loop Work Plan art projects in the CITY of Greenville public spaces for Fiscal Year 2023-2024:

1. Continued planning for West Fifth Street/Elizabeth Street/Albemarle Avenue Roundabout Black Creatives ArtWork and Lighting Project.
2. Emerald Loop Sheltered Bench on Town Common
3. Implementation for art retrofitting of Emerald Express
4. Designs for Intersection Murals for Reade/Dickinson, and 3 on 5<sup>th</sup> Street.
5. Possible Implementation of Intersection Mural at Reade Circle/Dickinson Ave.
6. Continued plans for the design of Emerald Express Trolley Stops and 2 other Sheltered Benches
7. Overseeing the Emerald Loop Lighting Plan, serving as the liaison between the lighting designer and public and private entities to help coordinate a district wide lighting plan.
8. Planning for additional public art on the Emerald Loop Route will be presented to City Council.

Request to add additional projects to the Emerald Loop Implementation Plan during the contract period shall be approved by Council in a City Council meeting following a presentation of the public art in the workshop presented the month before.



## APPENDIX C

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein (5) incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (a) (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination (b) prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

withholding payments to the contractor under the contract until the contractor complies; and/or

cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors,

whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

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**Title of Item:** Contract with The Ferguson Group for FY 2023-2024

**Explanation:** The City of Greenville has worked with The Ferguson Group, a lobbying firm in Washington, DC, for lobbying services since 2002. The Ferguson Group assists with identifying and securing federal grant funding for City projects and initiatives in addition to lobbying the U.S. Congress on issues affecting the City.

Some of the projects that have been facilitated or supported by The Ferguson Group on behalf of the City of Greenville include the U.S. 264 Interstate designation, the Green Mill Run stream restoration project, Police Wireless Technology Grants, and various grant programs essential to the City of Greenville. The Ferguson Group also assisted in securing funds for the Tenth Street Connector, Greenville Transportation Activity Center, and Town Creek Culvert projects and was instrumental in the City's receipt of the BUILD Grant.

The Ferguson Group also provided guidance on the CARES Act funding and the Coronavirus State and Local Fiscal Recovery Fund. Additionally, The Ferguson Group works with City and Congressional staff to develop projects for submittal through the appropriations process and the transportation authorization process.

The current contract with The Ferguson Group expires on June 30, 2023. Attached for City Council's consideration is a contract with The Ferguson Group for one year, beginning July 1, 2023, and expiring on June 30, 2024.

**Fiscal Note:** The contract is a 12-month contract with a \$6,000 per month cost, plus reimbursement of expenses (such as travel, postage, etc.) with an annual cap of \$3,000, for a total maximum cost of \$75,000. If approved by City Council, the contract will be effective July 1, 2023 through June 30, 2024. Funds are included in the proposed FY 2024 budget to cover the contract costs.

**Recommendation:** Approve the contract with The Ferguson Group for the period July 1, 2023 through June 30, 2024.

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## ATTACHMENTS

 [THE\\_FERGUSON\\_GROUP FY 2023-23 LOBBYING\\_SERVICES\\_CONTRACT.pdf](#)



**AGREEMENT FOR CONTRACTOR SERVICES**  
**LOBBYING SERVICES**

THIS AGREEMENT (“Agreement”) made and entered into on this date \_\_\_\_\_, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation, with offices located at 200 West Fifth Street, Greenville, Pitt County, North Carolina (hereinafter referred to as the “CITY”) and THE FERGUSON GROUP, L.L.C. (WASHINGTON, D.C.), a District of Columbia limited liability corporation duly authorized to conduct business in the State of North Carolina, with a principal office located at 1901 Pennsylvania Avenue, N.W., Suite 700, Washington, DC 20006, (hereinafter referred to as “TFG”);

**W I T N E S S E T H:**

WHEREAS, the CITY is committed to making available financial resources for the services outlined herein and pursuant to North Carolina General Statute (“NCGS”) § 160A-20.1, the CITY is authorized to contract with and appropriate money to individuals, associations, or corporations, including not-for-profits, to carry out any public purpose that the CITY is authorized to engage in by law; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, receipt of which is hereby respectively acknowledged by each of the parties hereto, TFG and CITY do hereby agree each with the other as follows:

1. **SCOPE OF AGREEMENT.** It is the intent of this Agreement to define the contractual relationship between the CITY and the TFG for TFG to provide lobbying services as included herein on behalf of the CITY. The TFG and CITY will collaborate throughout the term of this Agreement and fulfill the following roles and responsibilities:

A. TFG will:

- i) Act as the Washington Representative to the CITY in Washington, D.C.;
- ii) Represent the CITY regarding legislative and regulatory matters impacting the CITY specifically;
- iii) Confer with the CITY and its designees at the times and places mutually agreed to by the CITY and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the CITY to make the best use of federal program resources;
- iv) Coordinate with the CITY and its designees to develop a comprehensive strategic plan for legislative and regulatory priorities;
- v) Review federal legislation under consideration, federal executive proposals, proposed

- administrative rules and regulations, and other federal developments for the purpose of advising the CITY of those items that may have a bearing on the client's policies or programs;
- vi) Notify the CITY of opportunities for federal funding and relay information necessary for securing those funds;
  - vii) Secure and furnish such detailed information as may be available on federal issues in which the CITY indicates an interest;
  - viii) Review and comment on proposals of the CITY, which are being prepared for submission to federal agencies, when requested to do so by the CITY;
  - ix) Identify, develop, and cultivate ongoing relationships with key congressional officials and staff members;
  - x) Assist the congressional delegation in any matter that is in the best interest of the CITY and in the same manner as any other member of the CITY's staff might render assistance;
  - xi) Counsel with the CITY and prepare briefing materials and/or conduct briefings for the CITY's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other CITY business, or attend national conferences;
  - xii) Review and assist in developing the CITY's Federal Agenda;
  - xiii) Consult the CITY's elected officials and local staff on federal legislative affairs;
  - xiv) Alert the CITY to relevant federal and foundation competitive grant opportunities;
  - xv) Cultivate relationships with federal agencies, garner congressional support, and provide every other level of support needed to improve the CITY's ability to obtain competitive grants;
  - xvi) Arrange appointments (and accommodations when requested) for the CITY's officials to facilitate the efficient and effective performance of the CITY's business while in Washington, D.C.; and
  - xvii) Submit periodic reports providing the latest information on issues of interest to the CITY.

**B. CITY will:**

- i) Advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;
- ii) Supply TFG with a summary of all federal issues in which the CITY has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments; and
- iii) Supply TFG with copies of budgets, planning documents, and regular reports of the CITY's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on the CITY's policies and programs.

**2. RELATIONSHIP OF PARTIES.** The CITY and TFG agree that TFG shall not represent itself as an officer, agent or employee of the CITY for any purposes. TFG has or will secure at its own expense, all personnel required to perform services under this Agreement. Such personnel shall not be employees of the CITY or have any contractual relationship with the CITY. TFG agrees that all personnel engaged in the services under this Agreement shall be fully qualified and shall be authorized to perform the services under this Agreement.

**Vendor Name:** The Ferguson Group

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

3. **PAYMENT.** For and in consideration of the services to be provided by TFG, as described in Section 1 of this Agreement, upon approval of the appropriation and expenditure by the City Council of the City of Greenville, the CITY will provide payment up to \$72,000 (Seventy-Two Thousand Dollars and Zero Cents) to TFG. This amount will be paid in intervals of \$6,000 (Six Thousand Dollars and Zero Cents) per month after submission of an invoice and supporting documentation by TFG.

Upon receipt of an invoice and appropriate supporting documentation by the CITY, the invoice will be payable within thirty (30) days from receipt. The CITY does not agree to the payment of late charges or finance charges assessed by TFG for any reason.

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

CITY shall also reimburse TFG for the following expenses, which are not to exceed \$3,000 (Three Thousand Dollars and Zero cents) annually:

- i. All travel expenses incurred in the representation of the CITY regarding legislative and regulatory matters impacting the City specifically;
- ii. All travel and incidental expenses for attendance at meetings by TFG outside Washington, D.C. or North Carolina at the request of/approval of the CITY;
- iii. All incidental Washington expenses incurred in the course of conducting the CITY's business;
- iv. All long-distance telephone expenses; and
- v. Cost of document production.

The CITY, without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by TFG to comply with any of the provisions of this Agreement.

4. **EXCLUSIONS.** TFG will not do any of the following:

- a) Represent the CITY before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions; or
- b) Perform any legal, engineering, accounting or other similar professional services.

5. **TERM OF CONTRACT.** The term of this Agreement shall be one (1) year ("Term") according to the CITY's fiscal calendar, beginning July 1, 2023 and ending June 30, 2024, unless earlier terminated herein. TFG shall comply with all requirements imposed by this Agreement by June 30 of the end of the Term of the Agreement, except to the extent, if any, that this Agreement indicates a different time for performance.

6. **NON-APPROPRIATION OF FUNDS.** TFG acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to TFG, at the earliest possible date, CITY may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the CITY's budget, funding or financial resources. Such termination is in addition to the CITY's rights to terminate for convenience or cause. Funding for this Agreement is subject to annual appropriation.

7. **INSURANCE:**

TFG agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Insurance required shall remain in effect through the life of this Agreement.

**Vendor Name:** The Ferguson Group

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

**a. Commercial General Liability:**

Limits:

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

**b. Commercial Automobile Liability:**

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

**c. Cancellation:**

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

**d. Proof of Carriages:**

- i. **TFG** shall provide the CITY with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the CITY prior to the commencement of services. Said policies shall provide that the CITY be an additional named insured.
- ii. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of North Carolina.

**8. NOTICE.**

- a) All notices or communications required or permitted by this Agreement will be in writing and delivered via personal delivery, a recognized national overnight delivery service or by certified mail, return receipt requested; in addition, subsection (b) must be complied with.
- b) Additional Notice by Email. In addition to complying with subsection (a), the party giving notice or other communication shall also send it by email if the other party has provided a valid, working email address.
- c) Change of Address; Discovery of Invalid Email Address. A change of address, email address, telephone number, or person to receive notice may be made by either party by notice given to the other party. At any time that a party discovers that the other party has provided it an email address that is not valid, the discovering party shall provide notice of the discovery to the other party, so that it can substitute a valid email address.
- d) Date Notice Deemed Given. If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both subsection (a) and subsection (b) have been complied with.
- e) Addresses. Subject to change pursuant to subsection (d), the addresses for these notices, are:

**TO THE CITY:**

City of Greenville  
PO Box 7207  
Greenville, NC 27835

**Vendor Name:** The Ferguson Group

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

Attn: City Manager

**WITH COPY TO: CITY ATTORNEY**

**TO THE TFG:**

The Ferguson Group, L.L.C. (Washington D.C.)  
1901 Pennsylvania Avenue, N.W. Suite 700  
Washington, DC 20006

**WITH COPY TO:**

Registered Agents, Inc.  
4030 Wake Forrest Road, Ste 349  
Raleigh, NC 27609

9. **TERMINATION.** Either TFG or the CITY may terminate this Agreement at any time by giving the other at least thirty (30) days' written notice of such termination.
10. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM.** The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. TFG attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.
11. **TITLE VI NONDISCRIMINATION.** TFG, its assignees and successors in interest, agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Appendix A to this Agreement and will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.
12. **E-VERIFY.** TFG shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if TFG utilizes a Subcontractor, TFG shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. TFG represents that TFG and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
13. **AMENDMENTS AND WAIVER.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the CITY and TFG.
14. **CHOICE OF LAW; VENUE.** This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the CITY of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
15. **PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the CITY from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
16. **ASSIGNMENT.** There shall be no assignment, subletting or transfer of the interest (including payments) of TFG in any of the services covered by the Agreement without the written consent of the CITY. Unless the CITY agrees otherwise in writing, TFG and all assignees shall be subject to all of the CITY's defenses and shall be liable for all of TFG's duties that arise out of this Agreement and all of the CITY's claims that arise out of this Agreement. Without granting TFG the right to assign, it is agreed that the duties of



TFG that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

**17. INDEMNITY AND HOLD HARMLESS REQUIREMENTS.**

- a) To the maximum extent allowed by law, TFG shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of negligent acts or omissions of TFG or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are be liable. In performing its duties under this subsection “a,” TFG shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to CITY.
- b) Definitions. As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (including without limitation within “Charges” are interest and reasonable attorneys' fees assessed as part of any such item). “Indemnitees” means CITY and its officers, officials, independent contractors, agents, and employees, excluding TFG.
- c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the CITY that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this Agreement.
- d) Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
- e) It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to TFG, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from TFG’s activities and operations while performing services under this contract; except to the extent that such damages, injury, or other loss results from the negligence or intentional misconduct of the CITY, its officers, officials, independent contractors, agents, or employees. TFG shall assume full and complete liability for any and all damages to CITY or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- f) TFG will promptly notify the CITY of any Civil or Criminal Actions filed against TFG 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.

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

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

**Vendor Name:** The Ferguson Group

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

**19. CONFLICT OF INTEREST.**

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

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

21. **AUTHORITY TO CONTRACT.** The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to TFG, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of TFG as the act of the said TFG.

22. **GENERAL COMPLIANCE WITH LAWS.** TFG shall materially comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of services under this Agreement.

23. **IRAN DIVESTMENT ACT CERTIFICATION.** TFG 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. TFG

**Vendor Name:** The Ferguson Group

Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_

shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

24. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties with respect to the subject matter covered by this Agreement. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement shall be deemed to exist or to bind either party hereto.
25. **SEVERABILITY.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affecting the remaining provisions.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
27. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the CITY and TFG and not any other person.
28. **CITY MANAGER'S AUTHORITY.** To the extent, if any, the CITY has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the CITY Manager or their designee.
29. **E-SIGNATURE AUTHORITY.** The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures

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

**THE FERGUSON GROUP, L.L.C. (WASHINGTON, D.C.)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF GREENVILLE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
**CITY Attorney or Designee (Designee means Assistant CITY Attorney)**

**PRE-AUDIT CERTIFICATION:**

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

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number: 010-01-05-00-000-000-521500

Project Code (if applicable): N/A

APPENDIX A

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another

who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

(a) withholding payments to the contractor under the contract until the contractor complies; and/or

(b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been

acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by

Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

**Title of Item:** Contract award for the 2023 Stormwater Repairs Project and the approval of Task Order #3 for Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract

**Explanation:** The 2023 Stormwater Repairs Project provides for repairs and replacement of stormwater pipes as well as cast in place lining and maintenance of underground existing pipe systems in Greenville. The project was advertised for bids on March 17, 2023, with the bid opening scheduled for April 11, 2023. Only one bid was received. Per State statute, staff rejected the one bid received and scheduled a second bid opening for April 19, 2023.

Two bids were received at the second bid opening; however, the apparent low bid was deemed non-responsive after further review by staff. Since the second low bid from Trader Construction Company of New Bern, NC, exceeded the project budget, staff negotiated a reduced scope of work to bring the bid within budget as allowed by State statute and in coordination with the City Attorney's Office. With this reduced scope, Trader Construction Company was the lowest responsible, responsive bidder in the amount of \$953,392.13.

A bid summary (attachment 1) and list of the project locations to be completed (attachment 2) are attached.

Task Order #3 under the City's CEI and CMT On-Call Contract with TranSystems provides inspection and materials testing services for the 2023 Stormwater Repairs Project. The estimated cost for this task order is \$430,140.00.

**Fiscal Note:** The proposed budget for the 2023 Stormwater Repairs Project, including a 15% contingency, is \$1,096,400.95.

The contract amount for Task Order #3 is \$430,140.00.

Both contracts will be funded through the Stormwater Utility Fund as approved by City Council.

**Recommendation:** City Council award the contract for the 2023 Stormwater Repairs Project to Trader Construction Company of New Bern, NC, for the base bid plus contingency in the amount of \$1,096,400.94 and approve Task Order #3 under the on-call contract with TranSystems in the amount of \$430,140.00.

---

ATTACHMENTS

-  [Attachment 1 - Bid Summary.pdf](#)
-  [Attachment 2 - List of Locations.pdf](#)



**2023 Stormwater Repairs Contract**

**BID SUMMARY SHEET**

**City of Greenville, North Carolina**

**Engineering Division**

**Bid Opening:** April 19, 2023 @ 11:00 a.m.

| <i>Contractor</i>           | <i>Rec'd Addendums 1 &amp; 2</i> |           | <i>5% Bid Bond</i> |           | <i>M/WBE Submitted</i> |           | <i>NCA Form Submitted</i> |           | <i>Total Base Bid</i>         |
|-----------------------------|----------------------------------|-----------|--------------------|-----------|------------------------|-----------|---------------------------|-----------|-------------------------------|
|                             | <i>Yes</i>                       | <i>No</i> | <i>Yes</i>         | <i>No</i> | <i>Yes</i>             | <i>No</i> | <i>Yes</i>                | <i>No</i> |                               |
| Trader Construction Company | X                                |           | X                  |           | X                      |           | X                         |           | <b>Base Bid: \$953,392.13</b> |
|                             |                                  |           |                    |           |                        |           |                           |           |                               |
|                             |                                  |           |                    |           |                        |           |                           |           |                               |
|                             |                                  |           |                    |           |                        |           |                           |           |                               |
|                             |                                  |           |                    |           |                        |           |                           |           |                               |
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|                             |                                  |           |                    |           |                        |           |                           |           |                               |
|                             |                                  |           |                    |           |                        |           |                           |           |                               |

## **Attachment 2**

### **Location List for 2023 Stormwater Repairs Project**

- Crockett Dr.
- Lakewood Pines
- Piccadilly and Royal Dr.
- Litchford Pl
- Line Ave.
- Caldwell and Mosby Circle



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

---

**Title of Item:** Town Common Bulkhead and Esplanade Replacement Project Task Order #2

**Explanation:** The existing bulkhead at the Town Common is approximately 55 years old and has reached the end of its serviceable life. The bulkhead is a critical piece of infrastructure that protects the Town Common from erosion and flooding from the Tar River. In anticipation of future development at the Town Common, a Structural Condition Assessment of the bulkhead was completed in June of 2022. This report found the bulkhead to be in poor condition and recommended replacement.

In July of 2022, staff issued a Request for Proposals to secure an engineering firm to design and permit a new bulkhead and esplanade, which is the walkway connected to the bulkhead. Staff selected Moffatt & Nichol as the most qualified firm to complete this work. Moffatt & Nichol completed Task Order #1 which included the development of several conceptual designs and public engagement.

City Council considered two alternative conceptual designs that were developed by Moffatt & Nichol and The East Group at its May 08, 2023 workshop. After reviewing both concepts and considering feedback gained from the public and stakeholders, City Council Members selected Concept B as the preferred alternative to move forward with.

This item for consideration is for Moffatt & Nichol to complete Task Order #2 of the Town Common Bulkhead Design. Task Order #2 is needed to progress this conceptual design through the construction document and permitting stages. Moffatt & Nichol proposes the scope of work will take approximately 10 months from the Notice to Proceed date.

**Fiscal Note:** Task Order #2 will cost \$875,020.00. \$827,712 is being funded by American Rescue Plan Act funds received by the City, and \$47,308 is being funded out of the General Fund.

**Recommendation:** Award the design contract for Task Order #2 to Moffatt & Nichol.

---

## ATTACHMENTS

Item #17

 [Contract\\_Town\\_Common\\_Bulkhead\\_Task\\_Order\\_2\\_Final\\_Design.pdf](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



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*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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# TABLE OF CONTENTS

## Page

|   |    |
|---|----|
| ARTICLE 1 – SERVICES OF ENGINEER .....                | 1  |
| 1.01 Scope .....                                      | 1  |
| ARTICLE 2 – OWNER’S RESPONSIBILITIES .....            | 1  |
| 2.01 General .....                                    | 1  |
| ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES .....     | 2  |
| 3.01 Commencement.....                                | 2  |
| 3.02 Time for Completion .....                        | 2  |
| ARTICLE 4 – INVOICES AND PAYMENTS .....               | 2  |
| 4.01 Invoices .....                                   | 2  |
| 4.02 Payments .....                                   | 2  |
| ARTICLE 5 – OPINIONS OF COST .....                    | 3  |
| 5.01 Opinions of Probable Construction Cost .....     | 3  |
| 5.02 Designing to Construction Cost Limit.....        | 3  |
| 5.03 Opinions of Total Project Costs .....            | 3  |
| ARTICLE 6 – GENERAL CONSIDERATIONS .....              | 4  |
| 6.01 Standards of Performance .....                   | 4  |
| 6.02 Design Without Construction Phase Services ..... | 5  |
| 6.03 Use of Documents .....                           | 5  |
| 6.04 Insurance .....                                  | 6  |
| 6.05 Suspension and Termination.....                  | 7  |
| 6.06 Controlling Law .....                            | 9  |
| 6.07 Successors, Assigns, and Beneficiaries .....     | 9  |
| 6.08 Dispute Resolution .....                         | 9  |
| 6.09 Environmental Condition of Site.....             | 10 |
| 6.10 Indemnification and Mutual Waiver.....           | 10 |
| 6.11 Miscellaneous Provisions.....                    | 11 |
| ARTICLE 7 – DEFINITIONS.....                          | 12 |
| 7.01 Defined Terms .....                              | 12 |
| ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS .....     | 15 |
| 8.01 Exhibits Included.....                           | 15 |
| 8.02 Total Agreement.....                             | 15 |
| 8.03 Designated Representatives .....                 | 16 |
| 8.04 Engineer's Certifications .....                  | 16 |



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ , \_\_\_\_\_ (“Effective Date”) between  
City of Greenville, NC (“Owner”) and  
Moffatt & Nichol (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

The Town Common Bulkhead and Esplanade Project ("Project").

Engineer's services under this Agreement are generally identified as follows:

Final design of bulkhead replacement, shoreline stabilization and hardscape/landscape improvements.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.



- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### *3.01 Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### *3.02 Time for Completion*

- A. Engineer shall complete its obligations within nine months after issuance of notice to proceed from the Owner.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### *4.01 Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### *4.02 Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* ~~If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

### 5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and regulations.
  - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner’s responsibilities or to Engineer’s scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and Engineer shall each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall ~~contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.~~
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,



- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

- 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
- 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~



## 6.09 *Environmental Condition of Site*

- A. ~~Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.~~
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ~~*Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
  6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution.~~
- ~~I. Exhibit I, Limitations of Liability.~~
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Exhibit L, Coronavirus State and Local Fiscal Recovery Funds Addendum.

***[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]***

### 8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This



Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: \_\_\_\_\_

Engineer: MOFFTT & NICHOL  
\_\_\_\_\_

By: P.J. Connelly

By: Patrick R. Graney 

Title: Mayor

Title: Vice President

Date \_\_\_\_\_

Date \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Engineer License or Firm's  
Certificate No. F-0105  
State of: North Carolina

Address for giving notices:

Address for giving notices:

2000 Cedar Ln

4700 Falls of Neuse Road

Greenville, NC 27858

Suite 300

Raleigh, NC 27609

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Mark Nottingham

Mark Pirrello

Title: Parks Planner

Title: Project Manager

Phone Number: 252-329-4242

Phone Number: 919.334.7984

Facsimile Number: 252-329-4062

Facsimile Number: 919.781.4869

E-Mail Address: mnottingham@greenvillenc.gov

E-Mail Address: mpirrello@moffattnichol.com



**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel D. McGirt, City Attorney

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(s): \_\_\_\_\_

Project Code (if applicable): \_\_\_\_\_

This is **EXHIBIT A**, consisting of \_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_, \_\_\_\_.

## **Engineer's Services**

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~~Article 1 of the Agreement is supplemented to include the following agreement of the parties.~~

~~Engineer shall provide Basic and Additional Services as set forth below.~~

### **PART 1 – BASIC SERVICES**

**Scope of Work shall include items outlined in the May 22, 2023 Proposal from Moffatt & Nichol, titled: Town Common Bulkhead & Esplanade Project – Design Development, Construction Document Preparation and Bid Support**

**This Scope of Work document is as follows on the next 7 pages.**





May 22, 2023

City of Greenville  
Recreation & Parks Department  
2000 Cedar Lane  
Greenville, NC 27858

Attn: Mr. Mark Nottingham, AICP, Parks Planner

**Subject: Design Development, Construction Document Preparation, and Bid Support  
Town Common Bulkhead & Esplanade Project**

Dear Mr. Nottingham:

The City of Greenville (City) selected Concept B - "Embracing the Water" during the May 8, 2023, City Council Workshop as the preferred shoreline stabilization and public space improvement concept for Town Common Park. Concept B consists of the following shoreline and public space improvements

- Approximately 1,100 feet of bulkhead replacement (cap elevation to match existing condition elevation) from the west side of park (W. Greene Street) to the existing amphitheater.
- Approximately 470 linear feet of bulkhead replacement (cap elevation approximately 5 to 6 feet above annual average river level) with return system on east end.
- Approximately 620 linear feet of upland retaining wall from the amphitheater to east end of park.
- Approximately 145 linear feet of shoreline stabilization (riprap, grading, and plantings) fronting the existing parking lot on the east end of park.
- Cantilevered or pile supported overlook platform (1,000 square foot) on the west side of park.
- Approximately 150 linear feet of pile restrained floating dock with gangway access and debris deflection system.
- Approximately 700 linear feet of concrete esplanade
- Approximately 245 linear feet of concrete terraced seating
- Approximately 750 linear feet of pile supported timber boardwalk with handrails
- Approximately 1,700 linear feet of multi-use path system connecting east and west side of park.
- Approximately 500 linear feet of sidewalk and stair connections with existing park pathways
- Site improvements including path lighting, landscaping and plantings, and potable water access for maintenance and future park irrigation.

The City has requested a proposal to advance the design of Concept B through final design and the development of construction documents. Bid support will also be provided to the City when the formal solicitation is advertised to perspective contractors for project implementation. Moffatt & Nichol (M&N) has assembled a consultant team (East Group, Terracon, and BREE and Associates) to provide marine structural engineering, site civil engineering, landscape architecture design, site utility design associated with public space improvements and cost estimating. In addition, the consultant team will prepare City, state, and federal permit applications to support final construction. The team has identified several optional tasks associated with the public engagement process and post-construction operations.

The project design will adhere to the following delivery milestones, with the associated deliverables:

- Schematic Phase - (30% design level) – final site plan, basis of design, preliminary drawing package (plan sheets only). Rough order of magnitude opinion of probable cost.
- Design Development (60% design level) – advanced drawing set including all plan sheets, enlargement sheets, section sheets, and typical detail sheets. An outline of technical specifications will be provided and the opinion of probable cost refined and updated.
- Final Design (95%/100% design level) – Final drawing set, final technical specification package, and final opinion of probable cost. A 95% drawing set will be submitted to the City for final review prior to completing the final package that will support the bid solicitation and City permitting.

A breakdown of the individual task to be performed to reach the delivery milestones and support the permitting and bidding processes is described below.

### Task 1 – Program Management and Team Coordination

**Objective:** M&N will provide program management and coordination between the City's Parks and Recreation stakeholders and the consultant team via email, telephone, virtual conferences, and on-site meetings. Effective communication and project management allows for clear dissemination of progress, productive discussions on project direction, close coordination between disciplines, early identification of opportunities, and promotes timely completion of a successful project.

#### Scope of Work:

- Attend one (1) initial kick-off meeting with representatives of the City (Recreation and Parks) and consultant team.
  - Confirm shoreline elements, park programming and hardscape envelope.
  - Discuss hardscape and landscape alternatives.
  - Review site utility needs, conflicts, and connection locations.
  - Identify phasing opportunities based on programming and estimated construction budget.
  - Identify City review requirements at milestones
  - Finalize delivery schedule
- Attend bi-weekly coordination meetings with representative consultant team and Recreation and Parks via virtual meetings over an estimated 9-month.

#### Deliverables:

- Preliminary schematics/exhibits for discussion during kickoff meeting
- Meeting notes

### Task 2 – Basis of Design

**Objective:** Summarize the design decisions, assumptions, and specifications that are being used to develop the construction documents based on the project requirements. This will be an interactive tool that will be refined as the design team make decisions and the project evolves.

#### Scope of Work:

A Basis of Design Document will be prepared for the shoreline stabilization and public space areas that will capture the functional requirements for the various project components, design loads, environmental conditions, codes and standards, utilities, and site restrictions. The document will include, but not necessarily be limited to, the following:

- Functional requirements of the main project components (i.e., bulkhead, retaining wall, hardscape, and, utilities, etc.);

- Design life
- Applicable loading criteria
- Codes and standards
- Utilities
- Site layout constraints
- Material requirements
- Environmental (operating and extreme) conditions summary for the site.

**Deliverables:**

- Draft Basis of Design Document
- Subsequent revisions to Basis of Design will be submitted during milestone design submittals

### Task 3 – Design Development

**Objective:** Complete the detailed design of the bulkhead, retaining wall, boardwalks, and other structural and hardscape elements. This task will advance the conceptual level designs and requirements that have been developed and approved by City Council into final construction documents. The overall design shall utilize the data from the topographic, hydrographic and site surveys, along with the geotechnical engineering recommendations to be provided as part of the design process. The structural and site civil elements shall be designed to relevant North Carolina building codes.

**Scope of Work:** The following components of the project be designed including:

- Geometric layout of bulkhead and anchoring system.
- Development of structural model to evaluate bulkhead stability based on soil design parameters provided by geotechnical engineer.
- Development of structural model to evaluate retaining walls based on soil design parameters provided by geotechnical engineer.
- Slope stability analysis of geo-composite earthen retaining wall system or stacked gabion basket.
- Development of beam-column structural model (SAP2000) for overlook pier.
- Lateral pile analysis for floating dock system.
- Structural analysis of fixed boardwalk system
- Debris deflection system assessment for floating dock system.
- Slope stability assessment of terraced seating areas.
- Drainage calculations for rainfall runoff and collection as needed
- Flood frequency assessment to define bulkhead cap elevations along the east side of project site.
- Hydraulic assessment of the Tar River using FEMA authorized HEC-RAS model to support no-rise certification and assess scour along bulkhead face/pile retained dock.
- Assessment of potable water service to support City maintenance activities.
- Lighting assessment to identify frequency and spread of lighting coverage along multi-use path, esplanade, and terrace seating areas.
- Design of electrical service panel and service feed for lighting. Coordination with City and Greenville Utility Commission.

### Task 4 – Final Design and Preparation of Construction Documents

**Objective:** Prepare a set of construction documents (drawings and specifications) that will allow the selected Contractor to construct the project. The submittals will be made at the Schematic (30% Stage), Design Development (60% Stage), and Final Stages (100% Stage). Although the construction packages

are broken out in three stages, efforts will be made to help expedite the design of the long lead items to avoid delays in schedule.

### **Scope of Work:**

#### *Construction Drawings*

A set of construction drawings shall be prepared to provide the requirements for work to the selected Contractor. The drawings shall be prepared under the direction of registered civil, structural, and electrical engineers and shall become part of a package that shall constitute the Contract Documents.

This task will advance the detailed design work of the project elements and will include plans, sections, profiles, and details of the required work. The drawing size will be "D" size (22" x 34") utilizing ACAD and shall incorporate reference files so that the drawings accurately reflect the existing conditions at the site. The drawings are envisioned to contain the following drawings, but a more refined drawing list will be determined at the 30% submittal:

- Title Sheet
- General Notes & Abbreviations
- Existing Conditions/Soil Boring Plan
- Soil Boring Logs
- Demolition Plan
- Demolition Details
- Erosion and Sediment Control Plan
- Erosion and Sediment Control Details
- Civil Site Plan
- Grading Plan
- Civil Details
- Structural Notes
- Structural Site Plan
- Bulkhead Typical Section
- Bulkhead Anchoring Details
- Retaining Wall Section
- Retaining Wall Details
- Timber Boardwalk Framing and Deck Plans
- Timber Boardwalk Details
- Overlook Pier Framing and Deck Plan
- Overlook Pier Details
- Terraced Seating Enlargement
- Terraced Seating Details
- Floating Dock and Debris Deflector Plan
- Gangway Details
- Floating Pile Guide and Pile Details
- Debris Deflector Details
- Shoreline Stabilization Plan
- Living Shoreline Section
- Earthen Reinforced Bank Plan
- Earthen Reinforced Bank Details
- Stair Section and Reinforcement Detail
- Concrete Esplanade Details
- Site Landscape Notes
- Site Landscape Plan
- Site Furnishing Details

- Utility Plan
- Utility Notes and Details
- Electrical Notes
- Electrical Site Plan
- Single Line Diagram and Panel Schedule
- Electrical Details

#### *Technical Specifications*

Prepare a set of technical specifications for the project. The specifications shall be prepared under the direction of a Registered Engineers and shall become part of a package that shall constitute the Contract Documents.

#### *Opinion of Probable Cost*

An opinion of probable cost for the construction of the bulkhead and public space elements will be prepared. The estimate will be based on utilizing data from past and current projects, our in-house database, and our contacts in the construction industry. The estimate shall provide a detailed breakdown regarding the different components of construction such as mobilization, demobilization, field overhead expenses, material and equipment costs and labor costs. Additionally, the overall anticipated markups (i.e., Contractor Overhead on Labor and Materials and Bonds) shall be shown to allow City to comprehend the foundation for the estimate.

#### **Deliverables:**

- Construction Drawings - Schematic (30%), Design Development (50%), and Final (95%/Final)
- Technical Specifications - Outline (60%), and Final
- Opinion of Probable Costs (30%, 60% and Final)

### **Task 5 – Permit Support Services – City, State, and Federal**

**Objective:** Coordinate with state and federal regulatory agencies and prepare joint permit applicable applications for State and Federal review and project authorization. In addition, submit City of Greenville Site Plan application and NC Stormwater/Erosion and Sediment Control application.

#### **Scope of Work:**

- Attend a pre-application meeting with state and federal agencies to review project and permit requirement
- Prepare joint permit application for US Army Corps of Engineers (USACE) Individual Permit/NC Department of Environmental Quality (NCDEQ).
- Prepare No-Rise Certification Assessment in support of USACE permitting.
- Prepare City of Greenville Floodplain Development Permit.
- Prepare City of Greenville Land Disturbance Permit Application.
- Prepare City of Greenville Site Plan and Permit Application.
- Prepare State of NC Stormwater Plan and Permit Application
- Prepare State of NC Erosion and Sediment Control Plan and Permit Application (NCG01)

#### **Deliverables:**

- Meeting minutes
- Permit applications – USACE Joint Permit, Land Disturbance, Site Plan, Stormwater Plan, Floodplain Development, and Erosion and Sediment Control



## Task 6 – Bid Support Services

**Objective:** Support City during the bid solicitation process, addressing Request for Information (RFI) and providing comments on bid proposals.

### Scope of Work:

- Attend pre-bid meeting with City.
- Respond to RFI from perspective bidders and issue addendums as needed.
- Review bid proposals from perspective contractors and provide comments on bid proposals.

### Deliverables:

- RFI Addendum
- Recommendation memorandum on bid proposals.

In addition to the six (6) tasks outlined in this proposal, M&N and the consultant team can provide the following services for additional compensation:

- Illustrative site plan and bird-eye perspective rendering following the Design Development phase
- Attend and assist with presentation for a Public Engagement or City Council Meeting.
- Develop an Owners Maintenance Manual for routine and post-flood maintenance of the living shoreline and stormwater BMPs.

## Assumptions and Clarifications

- All services to be provided will be performed in accordance with accepted design industry standard of care.
- Site and utility surveys of upland facilities to be provided by others.
- No additional environmental studies to be provided by others.
- Public Engagement service or attendance at City Council Workshop/Monthly meetings are not included.
- Mileage and expenses associated with the site visits and meeting listed are included.
- Design modifications to the existing parking lot, boat ramp and public pier are not included.
- Development of park irrigation plan is not included.
- Custom design of site furnishings is not included.
- Illustrative renderings including site plan and elevations is not included.
- City to provide permit fees.

## Schedule

M&N will commence with the executed contract and notice to proceed the City. It is anticipated that this work can be completed in the 9-month period, with milestone deliveries to adhere to the time periods as defined below:

- Schematic Design (30% level) to be completed in 2.5 months.
- Design Development (60% level) to be completed in 3.5 months.
- Final Design (100% design level) to be completed in 3 months.

Permitting timelines are based on submittal to federal and state regulatory agencies at the conclusion of the design development phase. City permitting will be performed once the 100% submittal has been prepared.

### Fee Proposal

The professional services outlined in this proposal will be performed on a lump sum basis and broken out as follows.

| Phase/Task   | Proposed Fee        |
|--|---------------------|
| Task 1: Program Management and Team Coordination               | \$20,290.00         |
| Task 2: Basis of Design  | \$16,460.00         |
| Task 3: Design Development                                     | \$121,110.00        |
| Task 4: Final Design and Preparation of Construction Documents | \$246,900.00        |
| Task 5: Permit Support Services                                | \$26,860.00         |
| Task 6: Bid Support Services                                   | \$6,700.00          |
| <b>Concept Design Development Total</b>                        | <b>\$438,320.00</b> |
| <b>Subconsultants</b>  |                     |
| The East Group   | \$350,000.00        |
| Bree and Associates  | \$22,000.00         |
| Terracon   | \$25,000.00         |
| <b>Subconsultants Subtotal</b>                                 | <b>\$397,000.00</b> |
| 10% Markup   | \$39,700.00         |
| <b>Subconsultants Total</b>                                    | <b>\$436,700.00</b> |
| <b>Total Proposed Fee</b>                                      | <b>\$875,020.00</b> |

We look forward to supporting the City as the project moves toward implementation. Should you have any questions, or require any additional information, please do not hesitate to call me at (919) 334-7984 or my mobile at (813) 390-3830.

Sincerely,

MOFFATT & NICHOL



Mark Pirrello, P.E.  
 Project Manager

## ~~A1.01 Study and Report Phase~~

### ~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate *[insert specific number or list here]* alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: *[here list any such tasks or deliverables]*~~
- ~~7. Furnish \_\_\_\_\_ review copies of the Report and any other deliverables to Owner within calendar days of the Effective Date and review it with Owner. Within \_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~
- ~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish \_\_\_ copies of the revised Report and any other deliverables to the Owner within \_\_\_ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

## ~~A1.02 Preliminary Design Phase~~

~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope,~~

~~extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
- ~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
- ~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
- ~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:  
[here list any such tasks or deliverables]~~
- ~~6. Furnish \_\_\_ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within \_\_\_ calendar days of authorization to proceed with this phase, and review them with Owner. Within \_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
- ~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner \_\_\_ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within \_\_\_ calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

#### ~~A1.03—Final Design Phase~~

~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~

- ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
- ~~2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction~~

to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

- ~~3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
- ~~4. Perform or provide the following additional Final Design Phase tasks or deliverables: [here list any such tasks or deliverables]~~
- ~~5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within \_\_\_ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.~~
- ~~6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit \_\_\_ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within calendar days after receipt of Owner's comments and instructions.~~

~~B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.~~

~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~

~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is \_\_\_\_\_. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

#### ~~A1.04 Bidding or Negotiating Phase~~

~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~

- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have~~

~~been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.~~

- ~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~
- ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
- ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~
- ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

#### ~~A1.05 Construction Phase~~

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

- ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. *[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]*~~

- ~~3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
- ~~4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~
- ~~5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
- ~~6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
- ~~7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
  - ~~b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any~~~~



~~Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.~~

- ~~8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.~~
- ~~9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~
- ~~10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.~~
- ~~11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~12. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~
- ~~14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to~~



~~resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~

~~15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~

~~b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph~~

~~A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.~~

~~17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.~~

~~18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: [here list any such tasks or deliverables].~~

~~19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.~~

~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

~~C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

#### ~~A1.06 *Post Construction Phase*~~

~~A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~

~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~

~~3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:  
{Here list any such tasks or deliverables}~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining

- process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
  9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
  11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
  12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
  13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
  14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
  16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
  17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
  18. Preparation of operation and maintenance manuals.
  19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
  20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
  21. Assistance in connection with the adjusting of Project equipment and systems.

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

~~A2.02—Additional Services Not Requiring Owner's Written Authorization~~

- ~~A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~
- ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
  - ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
  - ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
  - ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
  - ~~5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
  - ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
  - ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.~~

- ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

This is **EXHIBIT B**, consisting of \_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_, \_\_\_\_.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the



scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. ~~Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.~~
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.



- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

This is EXHIBIT C, consisting of \_\_\_\_\_ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation For Basic Services (~~other than Resident Project Representative~~) – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as shown in the fee proposal dated May 22, 2023, which shows a total proposed fee of \$875,020 (*eight hundred seventy five thousand and twenty dollars*):

- ~~1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.~~
- ~~2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.~~
- ~~3. The total compensation for services under Paragraph C2.01 is estimated to be \$ 0.~~
  - ~~a. Study and Report Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~b. Preliminary Design Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~c. Final Design Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~d. Bidding or Negotiating Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~e. Construction Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~f. Post Construction Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
- ~~4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.~~

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of \_\_\_) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- ~~A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~C. The amounts payable to Engineer for Reimbursable Expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of \_\_\_\_.~~

C2.03 *Other Provisions Concerning Payment*

- ~~A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of \_\_\_\_.~~
- ~~B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~C. Estimated Compensation Amounts:~~

- ~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
- ~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

~~D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

**COMPENSATION PACKET RPR-2:  
Resident Project Representative—Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

~~C2.04—Compensation for Resident Project Representative Basic Services—Standard Hourly Rates—  
Method of Payment~~

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~~A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:~~

- ~~1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is estimated to be \$ \_\_\_\_\_ based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a \_\_\_ day construction schedule.~~

~~B. Compensation for Reimbursable Expenses:~~

- ~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of \_\_\_\_\_.~~
- ~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Engineer.~~

~~C. Other Provisions Concerning Payment Under this Paragraph C2.04:~~

- ~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of \_\_\_\_\_.~~
- ~~2. Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~
- ~~3. Estimated Compensation Amounts:
  - ~~a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
  - ~~b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~~~
- ~~4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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**Article 2 of the Agreement is supplemented to include the following agreement of the**

**parties: C2.05 Compensation for Additional Services – Standard Hourly Rates Method**

**of Payment**

~~A. Owner shall pay Engineer for Additional Services, if any, as follows:~~

- ~~1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.~~

~~B. *Compensation For Reimbursable Expenses:*~~

- ~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of \_\_\_\_\_.~~
- ~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Engineer.~~

~~C. *Other Provisions Concerning Payment For Additional Services:*~~

- ~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of \_\_\_\_\_.~~

- ~~2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~
- ~~3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~



This is **Appendix 1 to EXHIBIT C**, consisting of \_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

**Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

|   |   |
|---|---|
| Fax                                       | \$ _____/page                               |
| 8"x11" Copies/Impressions                 | _____/page                                  |
| Blue Print Copies                         | _____/sq. ft.                               |
| Reproducible Copies (Mylar)               | _____/sq. ft.                               |
| Reproducible Copies (Paper)               | _____/sq. ft.                               |
| Mileage (auto)                            | _____/mile                                  |
| Field Truck Daily Charge                  | _____/day                                   |
| Mileage (Field Truck)                     | _____/mile                                  |
| Field Survey Equipment                    | _____/day                                   |
| Confined Space Equipment                  | _____/day plus expenses                     |
| Resident Project Representative Equipment | _____/month                                 |
| Specialized Software                      | _____/hour                                  |
| CAD Charge                                | _____/hour                                  |
| CAE Terminal Charge                       | _____/hour                                  |
| Video Equipment Charge                    | _____/day, \$ _____/week, or \$ _____/month |
| Electrical Meters Charge                  | _____/week, or \$ _____/month               |
| Flow Meter Charge                         | _____/week, or \$ _____/month               |
| Rain Gauge                                | _____/week, or \$ _____/month               |
| Sampler Charge                            | _____/week, or \$ _____/month               |
| Dissolved Oxygen Tester Charge            | _____/week                                  |
| Fluorometer                               | _____/week                                  |
| Laboratory Pilot Testing Charge           | _____/week, or \$ _____/month               |
| Soil Gas Kit                              | _____/day                                   |
| Submersible Pump                          | _____/day                                   |
| Water Level Meter                         | _____/day, or \$ _____/month                |
| Soil Sampling                             | _____/sample                                |
| Groundwater Sampling                      | _____/sample                                |
| Health and Safety Level D                 | _____/day                                   |
| Health and Safety Level C                 | _____/day                                   |
| Electronic Media Charge                   | _____/hour                                  |
| Long Distance Phone Calls                 | at cost                                     |
| Mobile Phone                              | _____/day                                   |
| Meals and Lodging                         | at cost                                     |

*[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project]*

This is **Appendix 2 to EXHIBIT C**, consisting of \_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

**Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

- 1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

|                           |               |
|---------------------------|---------------|
| <b>Billing Class VIII</b> | \$ _____/hour |
| <b>Billing Class VII</b>  | _____/hour    |
| <b>Billing Class VI</b>   | _____/hour    |
| <b>Billing Class V</b>    | _____/hour    |
| <b>Billing Class IV</b>   | _____/hour    |
| <b>Billing Class III</b>  | _____/hour    |
| <b>Billing Class II</b>   | _____/hour    |
| <b>Billing Class I</b>    | _____/hour    |
| <b>Support Staff</b>      | _____/hour    |

This is **EXHIBIT D**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

*[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2]*

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### ~~D1.01 Resident Project Representative~~

- C. ~~Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.~~
- D. ~~Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.~~
- E. The duties and responsibilities of the RPR are as follows:
  - 1. ~~General: RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.~~
  - 2. ~~Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.~~

- ~~3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.~~
- ~~4. *Liaison:*~~
  - ~~a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.~~
  - ~~b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.~~
  - ~~c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.~~
- ~~5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.~~
- ~~6. *Shop Drawings and Samples:*~~
  - ~~a. Record date of receipt of Samples and approved Shop Drawings.~~
  - ~~b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.~~
  - ~~c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.~~
- ~~7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.~~
- ~~8. *Review of Work and Rejection of Defective Work:*~~
  - ~~a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.~~
  - ~~b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made;~~

~~and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.~~

~~9. *Inspections, Tests, and System Start-ups:*~~

- ~~a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.~~
- ~~b. Verify that tests, equipment, and systems start ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.~~
- ~~c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.~~
- ~~d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.~~

~~10. *Records:*~~

- ~~a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.~~
- ~~b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.~~
- ~~c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.~~
- ~~d. Maintain records for use in preparing Project documentation.~~
- ~~e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.~~

~~11. *Reports:*~~

- ~~a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~

- ~~b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.~~
  - ~~c. Furnish to Engineer and Owner copies of all inspection, test, and system start up reports.~~
  - ~~d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.~~
- ~~12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~
- ~~13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.~~
- ~~14. *Completion:*~~
- ~~a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.~~
  - ~~b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.~~
  - ~~c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).~~

F. Resident Project Representative shall not:

- ~~1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).~~
- ~~2. Exceed limitations of Engineer's authority as set forth in this Agreement.~~
- ~~3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.~~

- ~~4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.~~
- ~~5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.~~
- ~~6. Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by Engineer.~~
- ~~7. Accept shop drawing or sample submittals from anyone other than Contractor.~~
- ~~8. Authorize Owner to occupy the Project in whole or in part.~~

This is **EXHIBIT E**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

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NOTICE OF ACCEPTABILITY OF WORK

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**PROJECT:**

**OWNER:**

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

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**To:** \_\_\_\_\_  
**Owner**

**And To:** \_\_\_\_\_  
**Contractor**

**From:** \_\_\_\_\_  
**Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the terms and conditions set forth in this Notice.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



## **CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

## **Insurance**

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Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

### G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- |  |             |
|--|-------------|
| a. Workers' Compensation:  | Statutory   |
| b. Employer's Liability --   |             |
| 1) Each Accident:  | \$100,000   |
| 2) Disease, Policy Limit:  | \$500,000   |
| 3) Disease, Each Employee:   | \$100,000   |
| c. General Liability --  |             |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$1,000,000 |
| 2) General Aggregate:  | \$2,000,000 |
| d. Excess or Umbrella Liability --   |             |
| 1) Each Occurrence:  | \$2,000,000 |
| 2) General Aggregate:  | \$2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): |             |
| Each Accident  | \$1,000,000 |
| f. Professional Liability --   |             |
| 1) Each Claim Made   | \$1,000,000 |
| 2) Annual Aggregate  | \$2,000,000 |
| g. Other (specify):  | \$ N/A      |

2. ~~By Owner:~~

a. ~~Workers' Compensation:~~ \_\_\_\_\_ ~~Statutory~~

b. ~~Employer's Liability~~ —

- 1) ~~Each Accident~~ \_\_\_\_\_ \$ \_\_\_\_\_
- 2) ~~Disease, Policy Limit~~ \_\_\_\_\_ \$ \_\_\_\_\_
- 3) ~~Disease, Each Employee~~ \_\_\_\_\_ \$ \_\_\_\_\_

c. ~~General Liability~~ —

- 1) ~~General Aggregate:~~ \_\_\_\_\_ \$ \_\_\_\_\_
- 2) ~~Each Occurrence (Bodily Injury and Property Damage):~~ \_\_\_\_\_ \$ \_\_\_\_\_

d. ~~Excess Umbrella Liability~~ \_\_\_\_\_`

- 1) ~~Each Occurrence:~~ \_\_\_\_\_ \$ \_\_\_\_\_
- 2) ~~General Aggregate:~~ \_\_\_\_\_ \$ \_\_\_\_\_

e. ~~Automobile Liability — Combined Single Limit (Bodily Injury and Property Damage):~~

**Each Accident:**

\$ \_\_\_\_\_

f. ~~Other (specify):~~ \_\_\_\_\_ \$ \_\_\_\_\_

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. \_\_\_\_\_  
Engineer

b. \_\_\_\_\_  
Engineer's Consultant

c. \_\_\_\_\_  
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of \_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_, \_\_\_\_.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

~~[NOTE TO USER: Select one of the two alternatives provided]~~

### ~~H6.08 Dispute Resolution~~

~~A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by [insert name of mediator, or mediation service]. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

~~[or]~~

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the [here insert the name of a specified arbitration service or organization] rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the [specified arbitration service or organization]. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ \_\_\_\_\_ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$ \_\_\_\_\_ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$ \_\_\_\_\_ (exclusive of interest and costs). Disputes that are~~

~~not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

- ~~3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT I**, consisting of \_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_, \_\_\_\_.

## Limitations of Liability

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Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

*A. Limitation of Engineer's Liability*

~~[NOTE TO USER: Select one of the three alternatives listed below for I6.10 A.1]~~

- ~~1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

[or]

- ~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$\_\_\_\_\_ [or]~~

1. ~~Engineer's Liability Limited to the Amount of \$ \_\_\_\_\_: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$ \_\_\_\_\_.~~
- 

~~**[NOTE TO USER: If appropriate and desired, include I6.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]**~~

2. ~~Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:~~

~~**[NOTE TO USER: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees"]**~~

~~**[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$ \_\_\_\_\_."]**~~

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~~**[NOTE TO USER: If appropriate and desired, include I6.10.A.3 below]**~~

3. ~~Agreement Not to Claim for Cost of Certain Change Orders: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or~~



part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed \_\_\_% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.

***[NOTE TO USER: The parties may wish to consider the additional limitation contained in the following sentence.]***

Owner further agrees not to sue or to make any claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]

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***[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, then supplement Paragraph 6.10.B by including the following indemnification of Engineer by Owner as Paragraph 16.10.B.]***

B. ~~Indemnification by Owner:~~ To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or

~~omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

This is **EXHIBIT J**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

## **Special Provisions**

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The Agreement is amended to include the following agreement(s) of the parties:

### **Federal Requirements**

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

### Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City of Greenville, the Comptroller General of the United States, or any of their authorized representative's 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.
- (2) 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.

- (3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

#### Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the 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.

### Equal Opportunity

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

#### Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### 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.

#### Suspension and Debarment Certification

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.

#### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

This is **EXHIBIT K**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: \_\_\_\_\_
- b. Owner: \_\_\_\_\_
- c. Engineer: \_\_\_\_\_
- d. Project: \_\_\_\_\_

2. *Description of Modifications:*

**[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]**

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

*[List other Attachments, if any]*

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_
- c. This amendment amount: \$ \_\_\_\_\_
- d. Adjusted Agreement amount: \$ \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “Addendum”) is entered into by and between Moffatt & Nichol (“Designer”), and The City of Greenville (“City”), and forms an integral part of the Contract (as defined in Section I hereof).

**RECITALS**

**WHEREAS**, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

**WHEREAS**, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

**WHEREAS**, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

**WHEREAS**, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

**WHEREAS**, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

**NOW THEREFORE**, Contractor and Unit do mutually agree as follows:

**AGREEMENTS**

**Definitions**

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
  - 1. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
  - 2. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.

3. “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
4. “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
5. “Contract” shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
6. “Contractor” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from Unit.
7. “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
8. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
9. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).
10. “Recipient” shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

11. "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. "Subcontractor" shall mean an entity that receives a Subcontract.
13. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. "Unit" shall have the meaning indicated in the preamble to this Addendum.

### **Equal Employment Opportunity**

- A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
  1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will

otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I.A. of this Addendum shall not apply.

#### **Copeland "Anti-Kickback" Act**

- A. Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to Treasury.

#### **Contract Work Hours and Safety Standards Act**

- A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without

payment of the overtime wages required by the clause set forth in Section IV.A. (*Overtime Requirements*), above.

- C. *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV.B. (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.
- D. *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

### **Rights to Inventions Made Under a Contract or Agreement**

- A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes,” any subject data or copyright described below.<sup>1</sup> “Government purposes” means use only for the direct purposes



of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
  2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- C. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- F. For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

## Clean Air Act and Federal Water Pollution Control Act

- A. *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.
- B. *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

## Debarment and Suspension

- A. Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VII.A., above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it



enters.<sup>2</sup> This certification is a material representation of fact relied upon by Unit, and all liability arising from an erroneous representation shall be borne solely by Contractor.

- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

### **Byrd Anti-Lobbying Amendment**

- A. Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally 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. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

### **Procurement of Recovered Materials**

- A. Section IX.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on

EPA's website.<sup>3</sup> Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.
1. "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
  2. "Covered Foreign Country" means the People's Republic of China.
  3. "Covered Telecommunications Equipment or Services" means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
  4. "Critical Technology"<sup>4</sup> means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such
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Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).

5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in Section X.C. applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
  - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
  - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
  - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
  - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

C. Exceptions.

1. This clause does not prohibit Contractor or Subcontractors from providing:
  - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - a. Covered telecommunications equipment that:
    - i. Is not used as a Substantial or Essential Component of any system and
    - ii. Is not used as Critical Technology of any system.
  - b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

D. Reporting Requirement

1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph D.2 (d)(2) of this Section X to Unit, unless procedures for reporting the information are established elsewhere in this Contract.
2. Contractor shall report the following information to Unit pursuant to paragraph D.1 of this Section X:
  - a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

- E. *Subcontractor*. Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section X, including this paragraph E.

### **Domestic Preferences for Procurements**

- A. For purposes of this Section XI, the terms below are defined as follows:
  - 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
  - 2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

### **Solicitation of Minority and Women-Owned Business Enterprises**

- A. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Section XII.A., an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

### **Access to Records**

- A. Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States,

or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- B. Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

#### **Conflicts of Interest; Gifts and Favors**

- A. Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the Unit, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c) (1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and - 234.3(a)).
- B. Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.
- C. Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

#### **Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

- A. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as

implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.<sup>5</sup>

### **Other Non-Discrimination Statutes**

- A. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
  - 1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - 4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.


### **Miscellaneous**

- A. *Increasing Seat Belt Use in the United States*. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. *Reducing Text Messaging While Driving*. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

### **Conflicts and Interpretation**

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.
-

**CONTRACTOR:**

By: 

Name: Patrick R. Graney

Title: Vice President

**UNIT:**

By: \_\_\_\_\_

Name: P.J. Connelly

Title: Mayor

*[Signature Page to Coronavirus State and Local Fiscal Recovery Funds Addendum]*



**ATTACHMENT 1**  
**TO**  
**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**  
**APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned’s 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, or 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 influencing or attempting to influence 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.
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.
4. 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 Section 1352, Title 31 of the U.S. Code. 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.

The Contractor, \_\_\_\_\_, certifies and 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. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor’s Authorized Official

Patrick R. Graney, Vice President  
\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date



# City of Greenville, North Carolina

Meeting Date: 06/05/2023

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**Title of Item:** Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2022-23 Budget and Various Capital Project Budgets

**Explanation:** The fiscal year 2022-23 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 18, 2023, the GUC Board of Commissioners approved the fiscal year 2022-23 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 2022-23 budget which includes capital project budget amendments

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## ATTACHMENTS

-  [Ordinance Amending 2022-23 Budget.pdf](#)
-  [COG Reimbursement Resolution for Capital Projects in FY 2022-23 Budget Amendment.pdf](#)

ORDINANCE NO. 23-  
CITY OF GREENVILLE, NORTH CAROLINA  
TO AMEND THE GREENVILLE UTILITIES COMMISSION 2022-23 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, 2022 and ending June 30, 2023 to meet the subsequent expenditures according to the following schedules:

|    | <u>Revenues</u>                  | <u>Budget</u>        | <u>Change</u>        | <u>Revised</u>       |
|----|----------------------------------|----------------------|----------------------|----------------------|
| A. | <u>Electric Fund</u>             |                      |                      |                      |
|    | Rates & Charges                  | \$179,718,246        | (\$4,798,095)        | \$174,920,151        |
|    | Fees & Charges                   | 1,761,338            | (95,838)             | 1,665,500            |
|    | Miscellaneous                    | 2,293,039            | (262,020)            | 2,031,019            |
|    | Interest on Investments          | 240,000              | 440,000              | 680,000              |
|    | Bond Proceeds                    | 217,683              | (217,683)            | 0                    |
|    | Transfer from Rate Stabilization | 5,000,000            | (1,000,000)          | 4,000,000            |
|    | Total Electric Fund Revenue      | \$189,230,306        | (\$5,933,636)        | \$183,296,670        |
| B. | <u>Water Fund</u>                |                      |                      |                      |
|    | Rates & Charges                  | \$24,399,360         | \$402,727            | \$24,802,087         |
|    | Fees & Charges                   | 520,538              | (98,038)             | 422,500              |
|    | Miscellaneous                    | 265,823              | (9,586)              | 256,237              |
|    | Interest on Investments          | 53,000               | 72,000               | 125,000              |
|    | Bond Proceeds                    | 19,039               | (19,039)             | 0                    |
|    | Total Water Fund Revenue         | \$25,257,760         | \$348,064            | \$25,605,824         |
| C. | <u>Sewer Fund</u>                |                      |                      |                      |
|    | Rates & Charges                  | \$24,135,503         | \$542,514            | \$24,678,017         |
|    | Fees & Charges                   | 485,732              | (35,507)             | 450,225              |
|    | Miscellaneous                    | 148,207              | (22,209)             | 125,998              |
|    | Interest on Investments          | 45,000               | 65,000               | 110,000              |
|    | Bond Proceeds                    | 38,078               | (38,078)             | 0                    |
|    | Total Sewer Fund Revenue         | \$24,852,520         | \$511,720            | \$25,364,240         |
| D. | <u>Gas Fund</u>                  |                      |                      |                      |
|    | Rates & Charges                  | \$46,508,834         | \$846,414            | \$47,355,248         |
|    | Fees & Charges                   | 184,987              | (7,987)              | 177,000              |
|    | Miscellaneous                    | 173,596              | 51,916               | 225,512              |
|    | Interest on Investments          | 70,000               | 105,000              | 175,000              |
|    | Transfer from Rate Stabilization | 1,520,500            | (1,520,500)          | 0                    |
|    | Total Gas Fund Revenue           | \$48,457,917         | (\$525,157)          | \$47,932,760         |
|    | Total Revenues                   | <u>\$287,798,503</u> | <u>(\$5,599,009)</u> | <u>\$282,199,494</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>        | <u>Change</u>        | <u>Revised</u>       |
|---------------------|----------------------|----------------------|----------------------|
| Electric Fund       | \$189,230,306        | (\$5,933,636)        | \$183,296,670        |
| Water Fund          | 25,257,760           | 348,064              | 25,605,824           |
| Sewer Fund          | 24,852,520           | 511,720              | 25,364,240           |
| Gas Fund            | 48,457,917           | (525,157)            | 47,932,760           |
| Total Expenditures  | <u>\$287,798,503</u> | <u>(\$5,599,009)</u> | <u>\$282,199,494</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  | \$14,100,000        | \$7,200,000        | \$21,300,000        |
| 2             | Capital projects fund balance | 1,000,000           | 891,700            | 1,891,700           |
| 3             | System development fees       | 0                   | 1,500,000          | 1,500,000           |
| 4             | Grant ARP DEQ                 | 0                   | 400,000            | 400,000             |
| 5             | EDA Grant                     | 4,500,000           | 0                  | 4,500,000           |
| 6             |                               | <u>\$19,600,000</u> | <u>\$9,991,700</u> | <u>\$29,591,700</u> |

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

| <u>Project Description</u>                                      | <u>Budget</u>       | <u>Change</u>      | <u>Revised</u>      |
|---|---------------------|--------------------|---------------------|
| 7 ECP10168 POD #3 to Simpson Substation 115kV Transmission Loop | \$600,000           | \$6,000,000        | \$6,600,000         |
| 8 ECP10174 Electric System Expansion                            | 2,500,000           | (1,608,300)        | 891,700             |
| 9 WCP-124 Residual Lagoon Improvements                          | 1,250,000           | 500,000            | 1,750,000           |
| 10 WCP10030 Water Distribution System Improvements              | 6,250,000           | 0                  | 6,250,000           |
| 11 SCP10238 WWTP Clarifier Replacement Project                  | 7,500,000           | 5,100,000          | 12,600,000          |
| 12 SCP10245 Frog Level Pump Station Improvements                | 1,500,000           | 0                  | 1,500,000           |
| 13  | <u>\$19,600,000</u> | <u>\$9,991,700</u> | <u>\$29,591,700</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 5th day of June, 2023.

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P. J. Connelly, Mayor

Attest:

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Valerie Shiuwegar, City Clerk

**RESOLUTION NO. 23-\_\_**  
**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 electric substation transmission loop, electric system expansion, lagoon and pump station improvements, and a clarifier replacement 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 Additional Improvements is estimated to be not more than \$23,341,700.

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 5<sup>th</sup> day of June, 2023.

---

P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar  
City Clerk

Upon motion of Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, the foregoing resolution was adopted by the following vote:

Ayes: \_\_\_\_\_

\_\_\_\_\_

Noes: \_\_\_\_\_

\* \* \* \* \*

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on June 8, 2023 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City, this 5<sup>th</sup> day of June, 2023.

\_\_\_\_\_

City Clerk

[SEAL]





# City of Greenville, North Carolina

**Meeting Date: 06/05/2023**

**Title of Item:** Public Hearing on the Proposed Fiscal Year 2023-24 City of Greenville Budgets Including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority, Greenville Utilities Commission and a Public Hearing to be Held Concurrently on Proposed Stormwater Management Utility Rate Increase

**Explanation:** Attached are the Fiscal Year 2023-24 Proposed City of Greenville and Greenville Utilities Commission Budget Ordinances. The City Council is required by Section 159-12 of the North Carolina General Statutes to hold a public hearing before adopting the budget ordinances. The City of Greenville's budget ordinance also includes Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority.

It should be noted that the required public hearing on the proposed stormwater management utility rate increase will be held concurrently with the public hearing on the proposed Fiscal Year 2023-24 budgets as authorized by North Carolina General Statute 160A-314.

The following is a summary of changes that have been made to the 2023-24 Proposed Budget based on Council motions adopted at the May, 2023 Council meetings:

- \$10,000 increase to Contracted Services to fund amenities on the East Side Park property
- \$50,000 increase to Contracted Services to fund activities in Uptown Greenville
- \$60,000 decrease to Contingency to cover the increase in Contracted Services
- Use of Occupancy Tax Revenues to fund debt service and a study on the economic impact of a sports complex

The attached ordinances are submitted for consideration at the City Council's June 5, 2023 meeting.

**Fiscal Note:** The City of Greenville Fiscal Year 2023-24 budget ordinance for the City's operating funds provide revenues and appropriations for the following:

|              |               |
|--------------|---------------|
| General      | \$101,539,765 |
| Debt Service | 6,863,408     |

|                                 |            |
|---------------------------------|------------|
| Public Transportation (Transit) | 3,703,887  |
| Fleet Maintenance               | 6,279,940  |
| Sanitation                      | 9,248,904  |
| Stormwater Utility              | 11,833,273 |
| Housing                         | 1,975,598  |
| Health                          | 14,258,648 |
| Vehicle Replacement             | 3,601,408  |
| Facilities Improvement          | 1,200,000  |

The City of Greenville's Fiscal Year 2023-24 budget ordinance also includes revenues and appropriation for Sheppard Memorial Library and Pitt-Greenville Convention and Visitors Authority as follows:





|   |           |
|---|-----------|
| Sheppard Memorial Library Fund                  | 2,810,296 |
| Pitt-Greenville Convention & Visitors Authority | 1,894,317 |

The Greenville Utilities Commission's Fiscal Year 2023-24 budget ordinance provides revenues and appropriations for the following:

|                    |             |
|--------------------|-------------|
| Operating Revenues | 294,532,670 |
|--------------------|-------------|

**Recommendation:** Receive staff presentations and conduct a public hearing on the proposed budgets for Fiscal Year 2023-24, including the concurrent public hearing on the stormwater management utility rate increase.

#### ATTACHMENTS

-  [COG\\_2024\\_Budget\\_Ordinance.XLSX](#)
-  [2024 Budget Charts ORIGINAL #.pdf](#)
-  [Manual of Fees Final 1163937 v5.docx](#)
-  [GUC Budget Packet for FY 23-24.pdf](#)

ORDINANCE NO. 23-  
CITY OF GREENVILLE, NORTH CAROLINA  
2023-2024 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, 2023 and ending June 30, 2024:

| GENERAL FUND                                       |               |             |
|--|---------------|-------------|
| Unrestricted Intergovernmental Revenues:           |               |             |
| Ad Valorem Taxes                                   |               |             |
| Current Year Taxes - Operations                    | \$ 40,104,941 |             |
| Prior Year's Taxes and Penalties                   | (415,736)     |             |
| Subtotal   |               | 39,689,205  |
|  |               |             |
| Sales Tax  | \$ 30,616,976 |             |
| Rental Vehicle Gross Receipts                      | 176,125       |             |
| Video Programming & Telecommunication Services Tax | 738,769       |             |
| Utilities Franchise Tax                            | 6,896,611     |             |
| Motor Vehicle Tax                                  | 1,705,845     |             |
| Other Unrestricted Intergovernmental Revenues      | 871,145       |             |
| Subtotal   |               | 41,005,471  |
|  |               |             |
| Restricted Intergovernmental Revenues:             |               |             |
| Restricted Intergovernmental Revenues              | \$ 598,603    |             |
| Powell Bill - State allocation payment             | 2,390,610     |             |
| Subtotal   |               | 2,989,213   |
|  |               |             |
| Licenses, Permits, & Fees:                         |               |             |
| Other Licenses, Permits & Fees                     | \$ 4,728,426  |             |
| Subtotal   |               | 4,728,426   |
|  |               |             |
| Sales and Services:                                |               |             |
| Rescue Service Transport                           | \$ 3,200,000  |             |
| Parking Violation Penalties                        | 275,000       |             |
| Leased Parking & Meters                            | 25,000        |             |
| Subtotal   |               | 3,500,000   |
|  |               |             |
| Other Revenues:                                    |               |             |
| Sale of Property                                   | \$ -          |             |
| Other Revenues Sources                             | 1,236,918     |             |
| Subtotal   |               | 1,236,918   |
|  |               |             |
| Investment Earnings:                               |               |             |
| Interest on Investments                            | \$ 750,000    |             |
| Subtotal   |               | 750,000     |
|  |               |             |
| Other Financing Sources:                           |               |             |
| Transfer from FEMA Fund                            | \$ -          |             |
| Transfer from Greenville Utilities Commission      | 7,140,532     |             |
| Subtotal   |               | 7,140,532   |
|  |               |             |
| Fund Balance Appropriated:                         |               |             |
| Appropriated Fund Balance - General                | \$ 500,000    |             |
| Appropriated Fund Balance - Powell Bill            | -             |             |
| Subtotal   |               | 500,000     |
|  |               |             |
| TOTAL GENERAL FUND REVENUES                        |               | 101,539,765 |

|   |                                    |                  |                             |
|---|------------------------------------|------------------|-----------------------------|
|   | DEBT SERVICE FUND                  |                  |                             |
| Occupancy Tax                               | \$                                 | 659,650          |                             |
| Transfer from General Fund                  |                                    | <u>6,203,758</u> |                             |
| TOTAL DEBT SERVICE FUND                     |                                    |                  | <u><u>\$ 6,863,408</u></u>  |
|   | PUBLIC TRANSPORTATION FUND         |                  |                             |
| Grant Income                                | \$                                 | 2,584,993        |                             |
| Bus Fare / Ticket Sales                     |                                    | 289,500          |                             |
| Other Revenues                              |                                    | 57,500           |                             |
| Transfer from General Fund                  |                                    | <u>771,894</u>   |                             |
| TOTAL TRANSPORTATION FUND                   |                                    |                  | <u><u>\$ 3,703,887</u></u>  |
|   | FLEET MAINTENANCE FUND             |                  |                             |
| Fuel Markup                                 | \$                                 | 2,097,350        |                             |
| Labor Fees                                  |                                    | 1,716,890        |                             |
| Parts Markup                                |                                    | 1,622,650        |                             |
| Commercial Labor Markup                     |                                    | 799,670          |                             |
| Other Revenue Sources                       |                                    | <u>43,380</u>    |                             |
| TOTAL FLEET MAINTENANCE FUND                |                                    |                  | <u><u>\$ 6,279,940</u></u>  |
|   | SANITATION FUND                    |                  |                             |
| Refuse Fees                                 | \$                                 | 8,448,000        |                             |
| Cart and Dumpster                           |                                    | 229,200          |                             |
| Other Revenues                              |                                    | 100,700          |                             |
| Appropriated Fund Balance                   |                                    | <u>471,004</u>   |                             |
| TOTAL SANITATION FUND                       |                                    |                  | <u><u>\$ 9,248,904</u></u>  |
|   | STORMWATER MANAGEMENT UTILITY FUND |                  |                             |
| Utility Fee                                 | \$                                 | 9,652,814        |                             |
| Appropriated Fund Balance                   |                                    | <u>2,180,459</u> |                             |
| TOTAL STORMWATER MANAGEMENT UTILITY FUND    |                                    |                  | <u><u>\$ 11,833,273</u></u> |
|   | COMMUNITY DEVELOPMENT HOUSING FUND |                  |                             |
| CDBG Grant Income                           | \$                                 | 1,037,668        |                             |
| HOME Grant Income                           |                                    | 565,103          |                             |
| Transfer from General Fund                  |                                    | <u>372,827</u>   |                             |
| TOTAL COMMUNITY DEVELOPMENT HOUSING FUND    |                                    |                  | <u><u>\$ 1,975,598</u></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><u>\$ 14,258,648</u></u> |

| FACILITIES IMPROVEMENT FUND                                  |    |                       |
|--|----|-----------------------|
| Transfer from General Fund                                   | \$ | 1,200,000             |
| TOTAL FACILITIES IMPROVEMENT FUND                            |    | <u>\$ 1,200,000</u>   |
| VEHICLE REPLACEMENT FUND                                     |    |                       |
| Sale of Property   | \$ | -                     |
| Transfer from City Departments                               |    | 3,601,408             |
| Appropriated Fund Balance                                    |    | <u>-</u>              |
| TOTAL VEHICLE REPLACEMENT FUND                               |    | <u>\$ 3,601,408</u>   |
| CAPITAL RESERVE FUND   |    |                       |
| Transfer from General Fund                                   | \$ | -                     |
| TOTAL CAPITAL RESERVE FUND                                   |    | <u>\$ -</u>           |
| TOTAL ESTIMATED CITY OF GREENVILLE REVENUES                  |    | <u>\$ 160,504,831</u> |
| SHEPPARD MEMORIAL LIBRARY FUND                               |    |                       |
| City of Greenville   | \$ | 1,408,535             |
| Pitt County  |    | 659,545               |
| Pitt County-Bethel/Winterville                               |    | 12,000                |
| Town of Bethel   |    | 21,108                |
| Town of Winterville  |    | 171,768               |
| State Aid  |    | 202,972               |
| Desk/Copier Receipts   |    | 53,800                |
| Interest Income  |    | 12,000                |
| Other Revenues   |    | 11,000                |
| Greenville Housing Authority                                 |    | 13,261                |
| Grant - LSTA Planning Grant                                  |    | 26,667                |
| Capital Projects   |    | 53,333                |
| SML Fund Balance & Capital                                   |    | <u>136,136</u>        |
| TOTAL SHEPPARD MEMORIAL LIBRARY FUND                         |    | <u>\$ 2,782,125</u>   |
| PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND       |    |                       |
| Occupancy Tax (2%)   | \$ | 902,488               |
| Occupancy Tax (1%)   |    | 451,245               |
| Capital Reserve  |    | 300,000               |
| Investment Earnings  |    | 584                   |
| Appropriated Fund Balance                                    |    | -                     |
| County ARPA Funds  |    | <u>240,000</u>        |
| TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND |    | <u>\$ 1,894,317</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, 2023 and ending June 30, 2024:

GENERAL FUND

|                                  |    |                    |
|----------------------------------|----|--------------------|
| Mayor & City Council             | \$ | 606,254            |
| City Manager                     |    | 3,268,730          |
| City Clerk                       |    | 385,555            |
| City Attorney                    |    | 730,320            |
| Human Resources                  |    | 3,491,983          |
| Information Technology           |    | 4,207,039          |
| Engineering                      |    | 5,615,199          |
| Fire/Rescue                      |    | 18,059,779         |
| Financial Services               |    | 3,132,994          |
| Police                           |    | 29,561,371         |
| Recreation & Parks               |    | 8,925,004          |
| Public Works                     |    | 7,033,927          |
| Planning and Development         |    | 2,701,160          |
| Neighborhood & Business Services |    | 1,211,340          |
| Other Post Employment Benefits   |    | 700,000            |
| Contingency                      |    | 40,000             |
| Transfer to Other Funds          |    | 13,819,997         |
| Indirect Cost Reimbursement      |    | (1,950,887)        |
| TOTAL GENERAL FUND               | \$ | <u>101,539,765</u> |

DEBT SERVICE FUND

|              |    |           |
|--------------|----|-----------|
| Debt Service | \$ | 6,863,408 |
|--------------|----|-----------|

PUBLIC TRANSPORTATION FUND

|                       |    |           |
|-----------------------|----|-----------|
| Public Transportation | \$ | 3,703,887 |
|-----------------------|----|-----------|

FLEET MAINTENANCE FUND

|                   |    |           |
|-------------------|----|-----------|
| Fleet Maintenance | \$ | 6,279,940 |
|-------------------|----|-----------|

SANITATION FUND

|                    |    |           |
|--------------------|----|-----------|
| Sanitation Service | \$ | 9,248,904 |
|--------------------|----|-----------|

STORMWATER MANAGEMENT UTILITY FUND

Stormwater Management \$ 11,833,273

COMMUNITY DEVELOPMENT HOUSING FUND

Community Development Housing / CDBG \$ 1,975,598

HEALTH FUND

Health Fund \$ 14,258,648

FACILITIES IMPROVEMENT FUND

Facilities Improvement Fund \$ 1,200,000

VEHICLE REPLACEMENT FUND

Vehicle Replacement Fund \$ 3,601,408

CAPITAL RESERVE FUND

|                            |      |      |
|----------------------------|------|------|
| Transfer from General Fund | \$ - |      |
| TOTAL CAPITAL RESERVE FUND |      | \$ - |

|   |                |
|---|----------------|
| TOTAL CITY OF GREENVILLE APPROPRIATIONS | \$ 160,504,831 |
|---|----------------|

SHEPPARD MEMORIAL LIBRARY FUND

|                           |              |
|---------------------------|--------------|
| Sheppard Memorial Library | \$ 2,782,125 |
|---------------------------|--------------|

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND

|   |              |
|---|--------------|
| Pitt-Greenville Convention and Visitors Authority | \$ 1,894,317 |
|---|--------------|

Section III: Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding purchase orders of June 30, 2023, 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, 2024 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, 2023, 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 2023-2024 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 8th day of June, 2023.

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P. J. Connelly, Mayor

ATTEST:

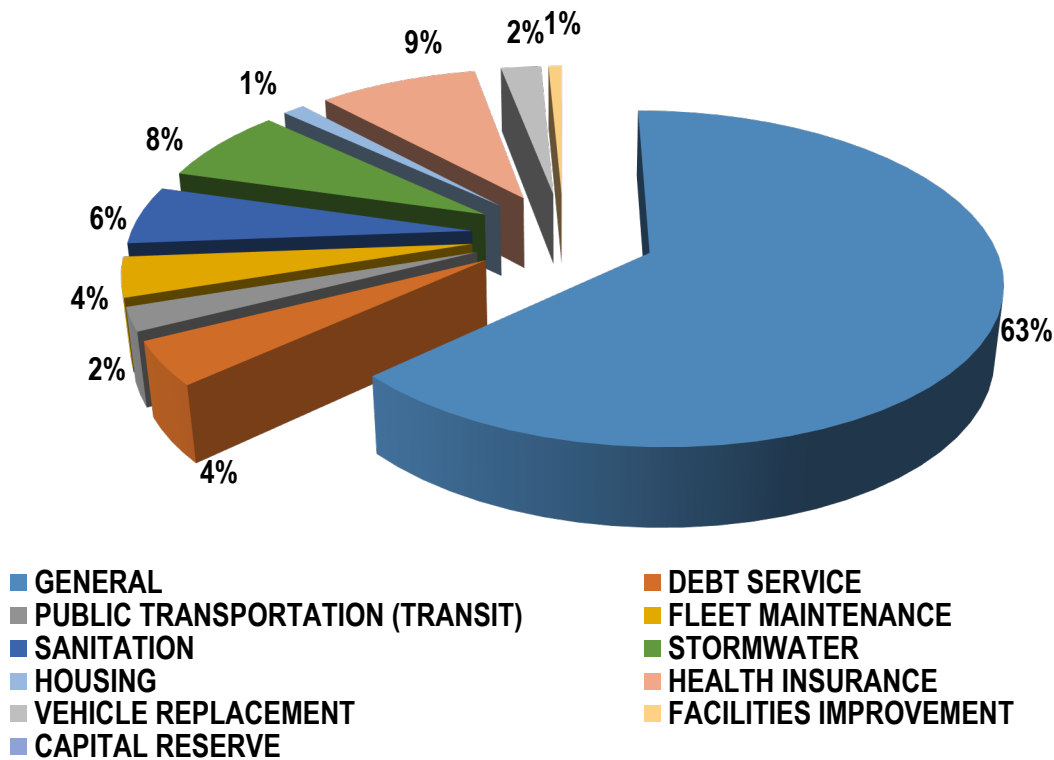
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Valerie Shiuwegar, City Clerk



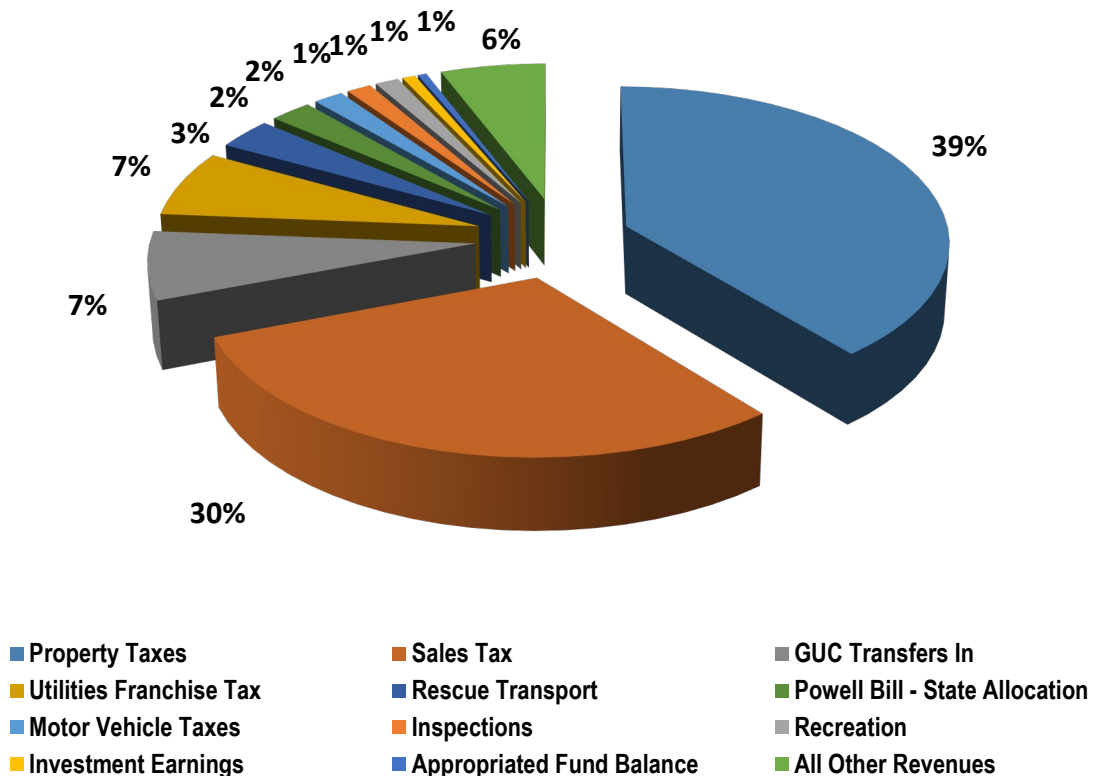
## CITY MANAGED FUNDS FOR FISCAL YEAR 2024 BUDGET

| FUND                            | 2020 ORIGINAL         | 2021 ORIGINAL         | 2022 ORIGINAL         | 2023 ORIGINAL         | 2024 PROPOSED         |
|---------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| GENERAL                         | \$ 85,687,681         | \$ 81,014,084         | \$ 89,677,021         | \$ 95,165,572         | \$ 101,539,765        |
| DEBT SERVICE                    | 5,559,881             | 5,943,531             | 6,971,244             | 6,322,622             | 6,863,408             |
| PUBLIC TRANSPORTATION (TRANSIT) | 3,288,032             | 3,230,676             | 3,264,114             | 3,485,714             | 3,703,887             |
| FLEET MAINTENANCE               | 4,561,394             | 4,923,234             | 5,295,550             | 5,203,116             | 6,279,940             |
| SANITATION                      | 7,895,860             | 7,863,853             | 8,040,606             | 8,387,480             | 9,248,904             |
| STORMWATER                      | 7,368,459             | 7,559,820             | 8,760,601             | 8,535,490             | 11,833,273            |
| HOUSING                         | 1,733,500             | 1,852,166             | 1,884,784             | 2,054,247             | 1,975,598             |
| HEALTH INSURANCE                | 14,003,384            | 13,757,908            | 14,258,648            | 14,009,056            | 14,258,648            |
| VEHICLE REPLACEMENT             | 4,700,179             | 2,051,643             | 4,837,486             | 5,153,938             | 3,601,408             |
| FACILITIES IMPROVEMENT          | 1,280,000             | 232,456               | 1,000,000             | 1,000,000             | 1,200,000             |
| CAPITAL RESERVE                 | 390,000               | -                     | -                     | -                     | -                     |
| <b>TOTAL CITY MANAGED FUNDS</b> | <b>\$ 136,468,370</b> | <b>\$ 128,429,371</b> | <b>\$ 143,990,054</b> | <b>\$ 149,317,235</b> | <b>\$ 160,504,831</b> |



## GENERAL FUND REVENUE SUMMARY

| REVENUE SOURCE                 | 2020<br>ACTUAL       | 2021<br>ACTUAL       | 2022<br>ACTUAL       | 2023<br>ORIGINAL     | 2024<br>PROPOSED      |
|--------------------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|
| PROPERTY TAXES                 | \$ 34,250,807        | \$ 36,325,825        | \$ 37,445,803        | \$ 38,030,400        | \$ 39,689,205         |
| SALES TAXES                    | 20,465,509           | 24,555,870           | 27,248,610           | 26,935,346           | 30,616,976            |
| GUC TRANSFERS IN               | 6,683,670            | 6,582,187            | 6,746,792            | 7,074,328            | 7,140,532             |
| UTILITIES FRANCHISE TAX        | 6,832,754            | 6,612,710            | 6,625,128            | 6,828,328            | 6,896,611             |
| RESCUE TRANSPORT               | 3,182,772            | 2,447,717            | 3,990,787            | 3,200,000            | 3,200,000             |
| POWELL BILL - STATE ALLOCATION | 2,174,190            | 2,124,843            | 2,390,611            | 2,123,924            | 2,390,610             |
| MOTOR VEHICLE TAXES            | 1,577,823            | 1,713,410            | 1,675,940            | 1,746,059            | 1,705,845             |
| INSPECTIONS                    | 1,629,682            | 1,867,697            | 1,696,712            | 1,262,437            | 1,399,868             |
| RECREATION                     | 888,220              | 769,136              | 1,300,854            | 1,060,800            | 1,335,773             |
| INVESTMENT EARNINGS            | 1,755,767            | 114,490              | (1,006,916)          | 742,690              | 750,000               |
| ALL OTHER REVENUES             | 7,402,954            | 6,707,962            | 6,725,217            | 6,011,260            | 5,914,345             |
| <b>SUBTOTAL</b>                | <b>\$ 86,844,147</b> | <b>\$ 89,821,846</b> | <b>\$ 94,839,538</b> | <b>\$ 95,015,572</b> | <b>\$ 101,039,765</b> |
| APPROPRIATED FUND BALANCE      |                      |                      |                      |                      |                       |
| GENERAL FUND                   | -                    | -                    | -                    | 150,000              | 500,000               |
| POWELL BILL                    | -                    | -                    | -                    | -                    | -                     |
| <b>TOTAL</b>                   | <b>\$ 86,844,147</b> | <b>\$ 89,821,846</b> | <b>\$ 94,839,538</b> | <b>\$ 95,165,572</b> | <b>\$ 101,539,765</b> |



**GENERAL FUND  
REVENUE DETAIL**

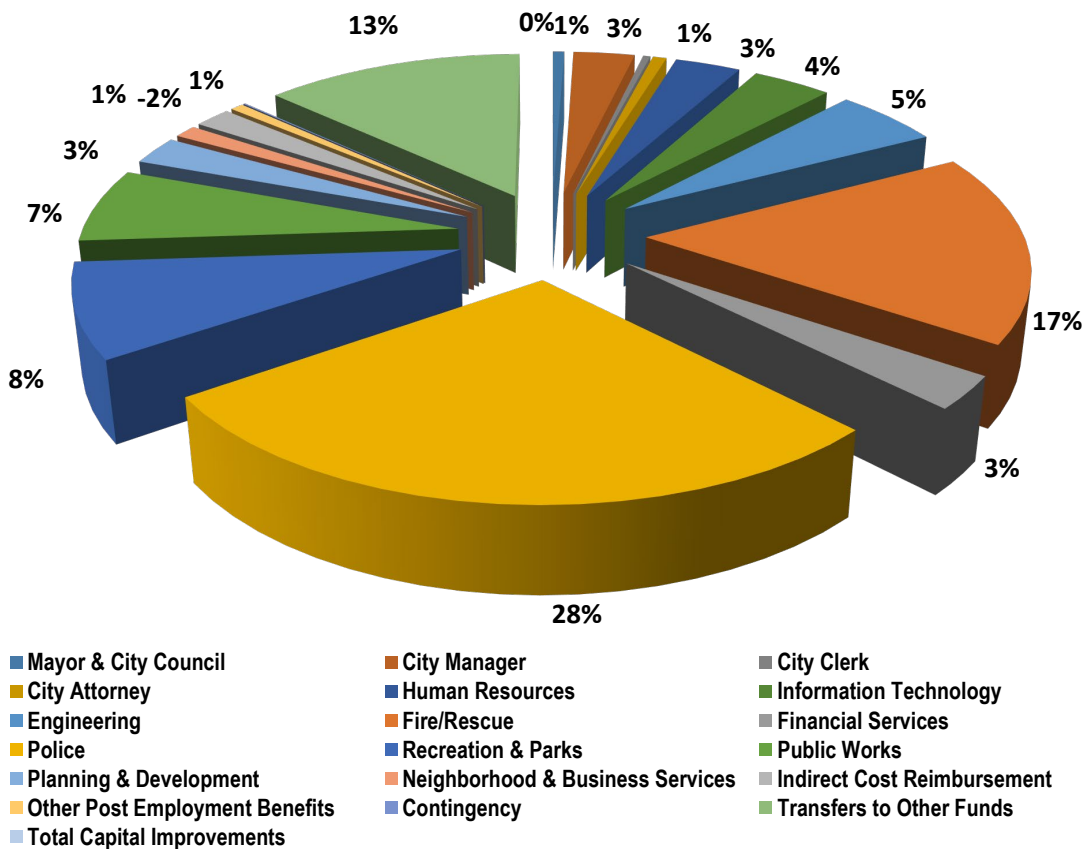
| REVENUE SOURCE                         | 2020<br>ACTUAL       | 2021<br>ACTUAL       | 2022<br>ACTUAL       | 2023<br>ORIGINAL     | 2024<br>PROPOSED     |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>UNRESTRICTED INTERGOVERNMENTAL</b>  |                      |                      |                      |                      |                      |
| <b>PROPERTY TAXES</b>                  |                      |                      |                      |                      |                      |
| CURRENT YEAR TAXES                     | \$ 31,627,826        | \$ 32,932,254        | \$ 33,794,616        | \$ 34,397,766        | \$ 35,640,721        |
| MOTOR VEHICLE TAXES                    | 3,335,397            | 3,881,438            | 4,057,732            | 3,790,218            | 4,464,220            |
| PRIOR YEAR TAXES                       | 151,138              | 84,306               | 114,895              | 250,000              | -                    |
| TAX INTEREST & PENALTIES               | 129,412              | 105,404              | 134,251              | 137,873              | 140,630              |
| TAX DISCOUNTS                          | (538,943)            | (598,546)            | (499,299)            | (453,403)            | (462,471)            |
| TAX REFUNDS                            | (454,023)            | (79,032)             | (156,320)            | (92,054)             | (93,895)             |
| <b>SUBTOTAL</b>                        | <b>\$ 34,250,807</b> | <b>\$ 36,325,825</b> | <b>\$ 37,445,875</b> | <b>\$ 38,030,400</b> | <b>\$ 39,689,205</b> |
| <b>OTHER UNRESTRICTED GOVERNMENTAL</b> |                      |                      |                      |                      |                      |
| SALES TAXES                            | \$ 20,465,509        | \$ 24,555,870        | \$ 27,248,610        | \$ 26,935,346        | \$ 30,616,976        |
| RENTAL VEHICLE - GROSS RECEIPTS        | 162,110              | 207,687              | 228,982              | 176,125              | 176,125              |
| VIDEO PROGRAM & SUPPLEMENTAL PEG       | 772,501              | 763,093              | 730,647              | 793,717              | 738,769              |
| MOTOR VEHICLE FEE                      | 1,577,823            | 1,713,410            | 1,675,940            | 1,746,059            | 1,705,845            |
| PAYMENT IN LIEU OF TAXES               | 55,196               | 68,758               | 72,115               | 64,512               | 64,512               |
| STATE FIRE PROTECTION                  | 401,174              | 391,893              | 390,076              | 413,952              | 413,952              |
| UTILITIES FRANCHISE TAX                | 6,832,754            | 6,612,710            | 6,625,128            | 6,828,328            | 6,896,611            |
| BEER & WINE                            | 392,527              | 392,625              | 354,087              | 392,681              | 392,681              |
| <b>SUBTOTAL</b>                        | <b>\$ 30,659,595</b> | <b>\$ 34,706,046</b> | <b>\$ 37,325,584</b> | <b>\$ 37,350,720</b> | <b>\$ 41,005,471</b> |
| <b>RESTRICTED INTERGOVERNMENTAL</b>    |                      |                      |                      |                      |                      |
| TRAFFIC CONTROL LIGHTS MAINTENANCE     | \$ -                 | \$ 803,430           | \$ 187,151           | \$ 217,693           | \$ 217,693           |
| STREET SWEEPER AGREEMENT               | 25,035               | 25,035               | 25,035               | 25,035               | 25,035               |
| POWELL BILL STATE ALLOCATION           | 2,174,190            | 2,124,843            | 2,390,611            | 2,123,924            | 2,390,610            |
| SECTION 104 F PLANNING GRANT MPO       | 323,974              | 278,660              | 168,307              | 222,873              | 355,875              |
| <b>SUBTOTAL</b>                        | <b>\$ 2,523,198</b>  | <b>\$ 3,231,968</b>  | <b>\$ 2,771,104</b>  | <b>\$ 2,589,525</b>  | <b>\$ 2,989,213</b>  |
| <b>LICENSES, PERMITS &amp; FEES</b>    |                      |                      |                      |                      |                      |
| INSPECTION DIVISION PERMITS            | 1,629,682            | 1,867,697            | 1,696,712            | 1,262,437            | 1,399,868            |
| PLANNING FEES                          | 109,806              | 159,200              | 181,325              | 138,900              | 138,900              |
| RECREATION DEPARTMENT ACTIVITY FEES    | 888,220              | 769,136              | 1,300,854            | 1,060,800            | 1,335,773            |
| POLICE FEES                            | 1,895,905            | 1,715,625            | 1,938,328            | 1,631,850            | 1,606,150            |
| ENGINEERING FEES                       | 65,385               | 915                  | 38,785               | 22,600               | 22,600               |
| FIRE/RESCUE FEES                       | 219,440              | 236,579              | 262,286              | 225,135              | 225,135              |
| <b>SUBTOTAL</b>                        | <b>\$ 4,808,437</b>  | <b>\$ 4,749,152</b>  | <b>\$ 5,418,289</b>  | <b>\$ 4,341,722</b>  | <b>\$ 4,728,426</b>  |
| <b>SALES &amp; SERVICES</b>            |                      |                      |                      |                      |                      |
| RESCUE SERVICE TRANSPORT               | \$ 3,182,772         | \$ 2,869,000         | \$ 3,990,787         | \$ 3,200,000         | \$ 3,200,000         |
| LEASED PARKING & METERS                | 358,842              | 350,697              | 339,694              | 378,697              | 25,000               |
| PARKING VIOLATIONS                     | 137,859              | 208,987              | 193,831              | 275,000              | 275,000              |
| <b>SUBTOTAL</b>                        | <b>\$ 3,679,473</b>  | <b>\$ 3,428,684</b>  | <b>\$ 4,524,312</b>  | <b>\$ 3,853,697</b>  | <b>\$ 3,500,000</b>  |
| <b>OTHER REVENUES</b>                  |                      |                      |                      |                      |                      |
| SALE OF PROPERTY                       | \$ 6,775             | \$ -                 | \$ -                 | \$ -                 | \$ -                 |
| OTHER REVENUES                         | 1,279,265            | 683,493              | 1,614,498            | 1,032,490            | 1,236,918            |
| <b>SUBTOTAL</b>                        | <b>\$ 1,286,040</b>  | <b>\$ 683,493</b>    | <b>\$ 1,614,498</b>  | <b>\$ 1,032,490</b>  | <b>\$ 1,236,918</b>  |

**GENERAL FUND  
REVENUE DETAIL**

| REVENUE SOURCE                          | 2020<br>ACTUAL       | 2021<br>ACTUAL       | 2022<br>ACTUAL       | 2023<br>ORIGINAL     | 2024<br>PROPOSED      |
|---|----------------------|----------------------|----------------------|----------------------|-----------------------|
| <b>INVESTMENT EARNINGS</b>              |                      |                      |                      |                      |                       |
| INVESTMENT EARNINGS                     | \$ 1,755,767         | \$ 114,490           | \$ (1,006,916)       | \$ 742,690           | \$ 750,000            |
| <b>OTHER FINANCING SOURCES</b>          |                      |                      |                      |                      |                       |
| TRANSFER IN GUC                         | \$ 6,683,670         | \$ 6,582,187         | \$ 6,746,792         | \$ 7,074,328         | \$ 7,140,532          |
| TRANSFER FROM HOUSING                   | -                    | -                    | -                    | -                    | -                     |
| TRANSFER FROM SANITATION                | -                    | -                    | -                    | -                    | -                     |
| TRANSFER FROM STORMWATER                | -                    | -                    | -                    | -                    | -                     |
| OTHER TRANSFERS                         | 1,197,160            | -                    | -                    | -                    | -                     |
| <b>SUBTOTAL</b>                         | <b>\$ 7,880,830</b>  | <b>\$ 6,582,187</b>  | <b>\$ 6,746,792</b>  | <b>\$ 7,074,328</b>  | <b>\$ 7,140,532</b>   |
| <b>FUND BALANCE APPROPRIATED</b>        |                      |                      |                      |                      |                       |
| APPROPRIATED FUND BALANCE - GENERAL     | -                    | -                    | -                    | 150,000              | 500,000               |
| APPROPRIATED FUND BALANCE - POWELL BILL | -                    | -                    | -                    | -                    | -                     |
| <b>SUBTOTAL</b>                         | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ 150,000</b>    | <b>\$ 500,000</b>     |
| <b>GENERAL FUND REVENUE TOTAL</b>       | <b>\$ 86,844,147</b> | <b>\$ 89,821,846</b> | <b>\$ 94,839,538</b> | <b>\$ 95,165,572</b> | <b>\$ 101,539,765</b> |

## GENERAL FUND EXPENSE BY DEPARTMENT

| DEPARTMENT                          | 2020<br>ACTUAL       | 2021<br>ACTUAL       | 2022<br>ACTUAL       | 2023<br>ORIGINAL     | 2024<br>PROPOSED      |
|-------------------------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|
| MAYOR & CITY COUNCIL                | \$ 587,162           | \$ 400,938           | \$ 521,459           | \$ 503,926           | \$ 606,254            |
| CITY MANAGER                        | 2,560,885            | 2,669,460            | 2,694,008            | 2,950,567            | 3,268,730             |
| CITY CLERK                          | 248,828              | 211,863              | 305,418              | 362,930              | 385,555               |
| CITY ATTORNEY                       | 490,874              | 566,882              | 643,118              | 686,116              | 730,320               |
| HUMAN RESOURCES                     | 3,171,448            | 3,028,197            | 3,134,129            | 4,383,855            | 3,491,983             |
| INFORMATION TECHNOLOGY              | 3,191,909            | 2,824,369            | 3,055,009            | 3,533,373            | 4,207,039             |
| ENGINEERING                         | 4,222,826            | 4,698,588            | 4,686,423            | 5,021,147            | 5,615,199             |
| FIRE/RESCUE                         | 13,722,127           | 15,041,336           | 17,195,047           | 17,360,824           | 18,059,779            |
| FINANCIAL SERVICES                  | 2,486,777            | 2,688,484            | 2,768,888            | 2,844,749            | 3,132,994             |
| POLICE                              | 25,997,198           | 24,713,878           | 26,895,762           | 27,665,488           | 29,561,371            |
| RECREATION & PARKS                  | 7,184,198            | 6,541,020            | 7,227,702            | 7,905,239            | 8,925,004             |
| PUBLIC WORKS                        | 5,991,418            | 6,233,674            | 5,923,696            | 5,547,691            | 7,033,927             |
| PLANNING & DEVELOPMENT              | 2,848,841            | 2,821,575            | 3,224,875            | 3,384,929            | 2,701,160             |
| NEIGHBORHOOD & BUSINESS SERVICES    | -                    | -                    | -                    | -                    | 1,211,340             |
| <b>TOTAL BY DEPARTMENT</b>          | <b>\$ 72,704,491</b> | <b>\$ 72,440,264</b> | <b>\$ 78,275,536</b> | <b>\$ 82,150,834</b> | <b>\$ 88,930,655</b>  |
| INDIRECT COST REIMBURSEMENT         | \$ (1,369,019)       | \$ (1,350,453)       | \$ (1,350,453)       | \$ (1,950,887)       | \$ (1,950,887)        |
| OTHER POST EMPLOYMENT BENEFITS      | 700,000              | 800,000              | 600,000              | 700,000              | 700,000               |
| CONTINGENCY                         | -                    | -                    | -                    | 100,000              | 40,000                |
| <b>TOTAL EXPENSES BY DEPARTMENT</b> | <b>\$ 72,035,472</b> | <b>\$ 71,889,811</b> | <b>\$ 77,525,083</b> | <b>\$ 80,999,947</b> | <b>\$ 87,719,768</b>  |
| TRANSFERS TO OTHER FUNDS            | \$ 13,167,334        | \$ 17,065,754        | \$ 14,062,474        | \$ 13,691,607        | \$ 13,819,997         |
| TOTAL CAPITAL IMPROVEMENTS          | 28,083               | -                    | -                    | 474,018              | -                     |
| <b>TOTAL GENERAL FUND</b>           | <b>\$ 85,230,889</b> | <b>\$ 88,955,565</b> | <b>\$ 91,587,557</b> | <b>\$ 95,165,572</b> | <b>\$ 101,539,765</b> |





**GENERAL FUND  
EXPENSE DETAIL**

| EXPENSE TYPE                | 2020<br>ACTUAL       | 2021<br>ACTUAL       | 2022<br>ACTUAL       | 2023<br>ORIGINAL     | 2024<br>PROPOSED     |
|-----------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>PERSONNEL</b>            |                      |                      |                      |                      |                      |
| REGULAR-SALARIES            | \$ 34,822,674        | \$ 33,523,445        | \$ 35,557,484        | \$ 38,762,485        | \$ 42,463,285        |
| OVERTIME-SALARIES           | 1,646,893            | 1,279,991            | 1,948,782            | 1,530,000            | 1,791,970            |
| OFF-DUTY                    | 410,766              | 383,366              | 381,036              | 295,000              | 295,000              |
| ALLOWANCES                  | 560,579              | 576,273              | 716,133              | 631,480              | 635,101              |
| FICA                        | 2,739,481            | 2,710,672            | 2,858,665            | 2,484,772            | 2,775,219            |
| RETIREMENT                  | 3,286,613            | 3,679,242            | 4,373,568            | 4,425,549            | 4,940,288            |
| HEALTH INSURANCE            | 7,011,118            | 9,103,577            | 9,131,736            | 9,225,041            | 9,591,450            |
| GROUP LIFE INSURANCE        | 66,059               | 57,110               | 57,639               | 58,291               | 60,071               |
| WORKERS COMPENSATION        | 424,594              | 453,843              | 529,025              | 893,500              | 699,000              |
| EDUCATION/TRAINING PROGRAM  | 46,945               | 47,445               | 26,754               | 33,026               | 33,026               |
| 401K RETIREMENT             | 1,016,855            | 1,012,047            | 1,017,765            | 1,000,635            | 993,801              |
| OTHER PERSONNEL EXPENSES    | 541,008              | 514,410              | 621,240              | 302,419              | 302,507              |
| <b>PERSONNEL TOTAL</b>      | <b>\$ 52,573,586</b> | <b>\$ 53,341,421</b> | <b>\$ 57,219,828</b> | <b>\$ 59,642,198</b> | <b>\$ 64,580,718</b> |
| <b>OPERATING</b>            |                      |                      |                      |                      |                      |
| ADVERTISING                 | \$ 87,026            | \$ 110,211           | \$ 95,597            | \$ 107,166           | \$ 108,166           |
| BUILDING MAINTENANCE        | 263,147              | 276,184              | 274,690              | 310,040              | 312,540              |
| COMPUTER HARDWARE           | 188,064              | 159,191              | 338,941              | 353,325              | 437,691              |
| COMPUTER SOFTWARE           | 486,894              | 1,236,007            | 1,498,119            | 2,030,715            | 2,458,530            |
| CONTINGENCY                 | -                    | -                    | -                    | 100,000              | 40,000               |
| CONTRACTED SERVICES         | 5,917,228            | 4,306,332            | 4,312,109            | 4,210,667            | 3,831,099            |
| COPIER MAINTENANCE          | 51,765               | 48,300               | 45,205               | 77,835               | 80,308               |
| DUES & SUBSCRIPTIONS        | 218,129              | 150,459              | 191,660              | 212,928              | 225,197              |
| ELECTIONS                   | 74,046               | -                    | 40,012               | -                    | 89,909               |
| EQUIPMENT MAINTENANCE       | 61,742               | 83,714               | 66,920               | 116,458              | 116,458              |
| FLEET LABOR                 | 1,113,328            | 580,894              | 675,697              | 1,204,840            | 1,438,892            |
| FLEET SERVICE COST-FIXED    | 1,063,254            | 1,038,265            | 1,538,993            | 1,586,630            | 1,586,630            |
| FUEL                        | 602,782              | 550,803              | 944,831              | 1,330,263            | 960,053              |
| GENERAL INSURANCE LIABILITY | 1,136,398            | 1,364,186            | 1,272,530            | 913,000              | 1,035,000            |
| LAUNDRY & CLEANING          | 36,705               | 4,726                | 6,648                | 10,000               | 10,000               |
| OPEB                        | 700,000              | 800,000              | 600,000              | 700,000              | 700,000              |
| OTHER EXPENSE               | 754,683              | 1,135,867            | 1,483,283            | 545,275              | 1,675,894            |
| POSTAGE                     | 54,641               | 32,827               | 21,116               | 45,000               | 40,000               |
| PRINTING                    | 49,711               | 24,851               | 27,345               | 49,657               | 47,707               |
| PROFESSIONAL SERVICES       | 26,063               | 59,397               | 54,281               | 17,891               | 37,891               |
| PROPERTY & CASUALTY LOSS    | 46,921               | 104,302              | 114,184              | 700,000              | 712,000              |
| RADIO MAINTENANCE           | 177,250              | 63,868               | 117,745              | 250,000              | -                    |
| STREET LIGHTS               | 1,714,084            | 1,860,006            | 2,009,171            | 1,850,000            | 1,850,000            |
| SUPPLIES & MATERIALS        | 1,902,584            | 1,628,356            | 2,133,221            | 2,376,399            | 2,528,545            |
| TELEPHONE                   | 328,212              | 309,848              | 244,238              | 321,960              | 312,590              |
| TRAVEL/TRAINING             | 275,815              | 72,260               | 287,202              | 411,966              | 375,061              |
| UNIFORMS                    | 302,911              | 226,275              | 252,637              | 298,503              | 319,463              |
| UTILITIES                   | 1,187,733            | 900,406              | 931,954              | 1,384,878            | 1,284,878            |
| VEHICLE MAINTENANCE         | 605,399              | 522,779              | 598,197              | 591,750              | 869,930              |
| <b>OPERATING TOTAL</b>      | <b>\$ 19,426,514</b> | <b>\$ 17,650,313</b> | <b>\$ 20,176,526</b> | <b>\$ 22,107,146</b> | <b>\$ 23,484,432</b> |

**GENERAL FUND  
EXPENSE DETAIL**

| EXPENSE TYPE                        | 2020<br>ACTUAL       | 2021<br>ACTUAL       | 2022<br>ACTUAL       | 2023<br>ORIGINAL     | 2024<br>PROPOSED      |
|-------------------------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|
| <b>CAPITAL</b>                      |                      |                      |                      |                      |                       |
| CAPITAL OUTLAY/CAPITAL IMPROVEMENTS | \$ 1,432,474         | \$ 2,248,530         | \$ 1,479,181         | \$ 1,675,508         | \$ 1,605,505          |
| <b>CAPITAL TOTAL</b>                | <b>\$ 1,432,474</b>  | <b>\$ 2,248,530</b>  | <b>\$ 1,479,181</b>  | <b>\$ 1,675,508</b>  | <b>\$ 1,605,505</b>   |
| <b>TRANSFERS</b>                    |                      |                      |                      |                      |                       |
| FACILITIES IMPROVEMENT PROGRAM      | \$ 1,180,000         | \$ 1,050,000         | \$ 1,280,000         | \$ 1,200,000         | \$ 1,200,000          |
| STREET IMPROVEMENT PROGRAM          | 2,750,000            | 2,625,000            | 3,025,000            | 3,050,000            | 2,900,000             |
| DEBT SERVICE FUND                   | 4,819,754            | 5,199,820            | 5,103,413            | 6,322,622            | 6,863,408             |
| SHEPPARD MEMORIAL LIBRARY           | 1,308,057            | 1,407,300            | 1,367,510            | 1,408,535            | 1,461,868             |
| HOUSING                             | 319,125              | 328,695              | 328,695              | 338,556              | 372,827               |
| TRANSIT                             | 790,551              | -                    | 4,319                | 771,894              | 771,894               |
| CAPITAL RESERVE                     | 806,882              | 2,205,587            | -                    | -                    | -                     |
| OTHER TRANSFERS                     | 1,192,965            | 4,249,352            | 2,953,537            | 600,000              | 250,000               |
| <b>TRANSFERS TOTAL</b>              | <b>\$ 13,167,335</b> | <b>\$ 17,065,754</b> | <b>\$ 14,062,474</b> | <b>\$ 13,691,607</b> | <b>\$ 13,819,997</b>  |
| INDIRECT COST REIMBURSEMENT         | \$ (1,369,019)       | \$ (1,350,453)       | \$ (1,350,453)       | \$ (1,950,887)       | \$ (1,950,887)        |
| <b>EXPENSE TOTAL</b>                | <b>\$ 85,230,889</b> | <b>\$ 88,955,565</b> | <b>\$ 91,587,557</b> | <b>\$ 95,165,572</b> | <b>\$ 101,539,765</b> |



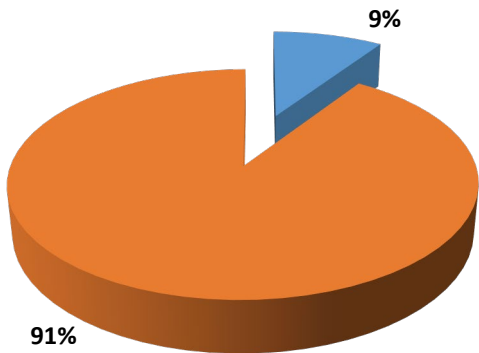
## DEBT SERVICE FUND FOR FISCAL YEAR 2024 BUDGET

The Debt Service Fund accounts for the payment of the City's debt. When payments are due, the General Fund transfers the needed funds into this fund for payment.

| SUMMARY OF REVENUES        | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|----------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| OCCUPANCY TAX              | \$ 813,723          | \$ 783,890          | \$ 646,455          | \$ 684,958          | \$ 659,650          |
| TRANSFER FROM POWELL BILL  | -                   | -                   | -                   | -                   | -                   |
| TRANSFER FROM GENERAL FUND | 4,819,754           | 5,199,820           | 6,286,286           | 5,637,664           | 6,203,758           |
| INVESTMENT EARNINGS        | 48,481              | 673                 | -                   | -                   | -                   |
| <b>TOTAL</b>               | <b>\$ 5,681,958</b> | <b>\$ 5,984,383</b> | <b>\$ 6,932,741</b> | <b>\$ 6,322,622</b> | <b>\$ 6,863,408</b> |

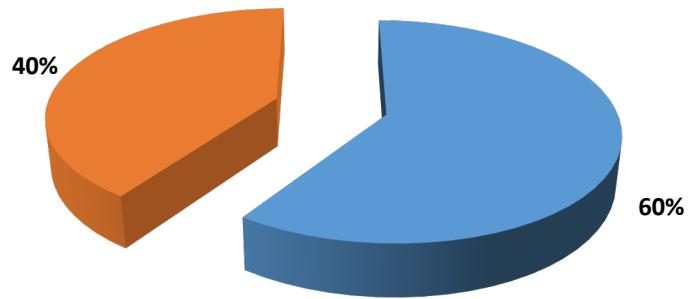
| SUMMARY OF EXPENSES | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| PRINCIPAL PAYMENTS  | \$ 4,444,501        | \$ 4,341,468        | \$ 4,157,530        | \$ 4,169,339        | \$ 5,237,916        |
| INTEREST PAYMENTS   | 968,576             | 903,434             | 2,813,714           | 2,153,283           | 1,625,492           |
| CLOSING COSTS       | 11,919              | 11,758              | -                   | -                   | -                   |
| TRANSFERS OUT       | -                   | 1,203,510           | -                   | -                   | -                   |
| <b>TOTAL</b>        | <b>\$ 5,424,996</b> | <b>\$ 6,460,170</b> | <b>\$ 6,971,244</b> | <b>\$ 6,322,622</b> | <b>\$ 6,863,408</b> |

**DEBT SERVICE REVENUE**



■ Occupancy Tax   ■ Transfer from General Fund

**DEBT SERVICE EXPENSE**



■ Principal Payments   ■ Interest Payments

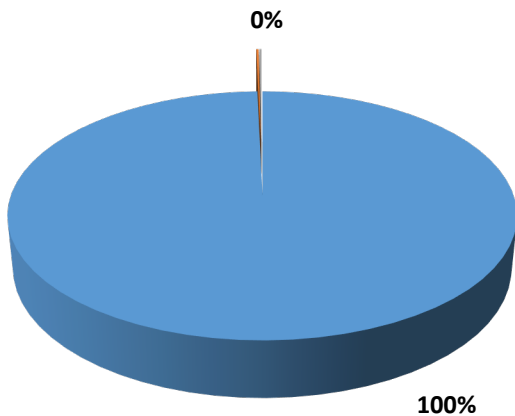
## PUBLIC TRANSPORTATION (TRANSIT) FUND FOR FISCAL YEAR 2024 BUDGET

Planning activities remain approximately the same and are reimbursed at 80% from Federal funds. Federal operating funding remains at 50% of the total. Capital items and ADA service and preventative maintenance items requested are reimbursable at 80% Federal share.

| SUMMARY OF REVENUES        | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|----------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| GRANT INCOME               | \$ 1,563,374        | \$ 2,288,331        | \$ 2,383,899        | \$ 2,391,820        | \$ 2,584,993        |
| BUS FARE/TICKET SALES      | 240,409             | 62,106              | (4,542)             | 272,000             | 289,500             |
| OTHER REVENUES             | 37,697              | -                   | 58,065              | 50,000              | 57,500              |
| TRANSFER FROM GENERAL FUND | 790,551             | -                   | 4,319               | 771,894             | 771,894             |
| APPROPRIATED FUND BALANCE  | -                   | -                   | -                   | -                   | -                   |
| <b>TOTAL</b>               | <b>\$ 2,632,031</b> | <b>\$ 2,350,437</b> | <b>\$ 2,441,741</b> | <b>\$ 3,485,714</b> | <b>\$ 3,703,887</b> |

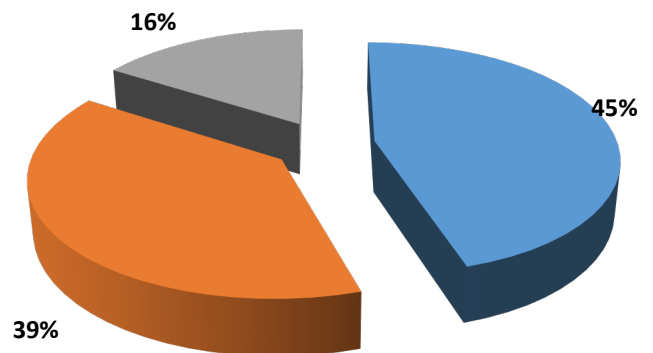
| SUMMARY OF EXPENSES  | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| PERSONNEL            | \$ 1,430,014        | \$ 1,352,815        | \$ 1,331,238        | \$ 1,161,249        | \$ 1,165,077        |
| OPERATING            | 1,208,233           | 1,252,623           | 1,142,136           | 1,839,465           | 1,880,332           |
| CAPITAL IMPROVEMENTS | 365,001             | 318,509             | 470,548             | 485,000             | 658,478             |
| OTHER                | 59,566              | -                   | -                   | -                   | -                   |
| <b>TOTAL</b>         | <b>\$ 3,062,814</b> | <b>\$ 2,923,947</b> | <b>\$ 2,943,922</b> | <b>\$ 3,485,714</b> | <b>\$ 3,703,887</b> |

**TRANSIT REVENUE**



■ Grant Income  
■ Bus Fare / Ticket Sales

**TRANSIT EXPENSE**



■ Personnel ■ Operating ■ Capital Improvements

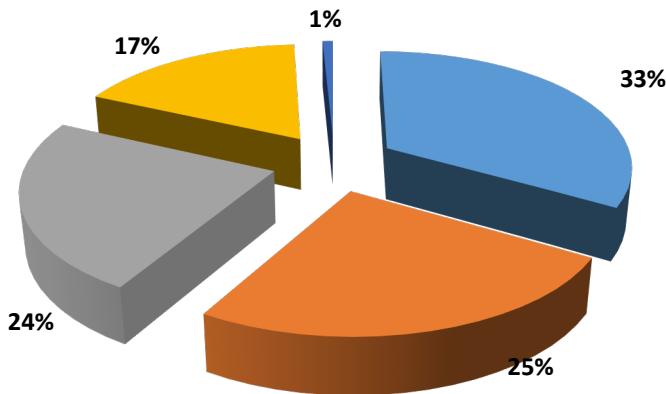
## FLEET MAINTENANCE FUND FOR FISCAL YEAR 2024 BUDGET

The Fleet Maintenance Fund has been established as an internal service fund to account for charge-backs to the respective departments of the City for labor, fuel, and parts for items needed to maintain City vehicles. The creation of this fund will assist the City in more accurately reflecting the true costs of the vehicle maintenance by department.

| SUMMARY OF REVENUES        | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|----------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| FUEL MARKUP                | \$ 1,055,772        | \$ 940,190          | \$ 1,708,839        | \$ 1,604,780        | \$ 2,097,350        |
| LABOR FEES                 | 1,291,610           | 1,097,884           | 1,286,251           | 1,606,279           | 1,716,890           |
| PARTS MARKUP               | 1,148,655           | 1,083,347           | 1,201,402           | 1,284,335           | 1,622,650           |
| COMMERCIAL LABOR MARKUP    | 800,095             | 446,571             | 890,126             | 665,572             | 799,670             |
| OTHER REVENUES             | 9,933               | 21,601              | 40,124              | 42,150              | 43,380              |
| TRANSFER FROM GENERAL FUND | -                   | 1,255,493           | -                   | -                   | -                   |
| <b>TOTAL</b>               | <b>\$ 4,306,064</b> | <b>\$ 4,845,086</b> | <b>\$ 5,126,742</b> | <b>\$ 5,203,116</b> | <b>\$ 6,279,940</b> |

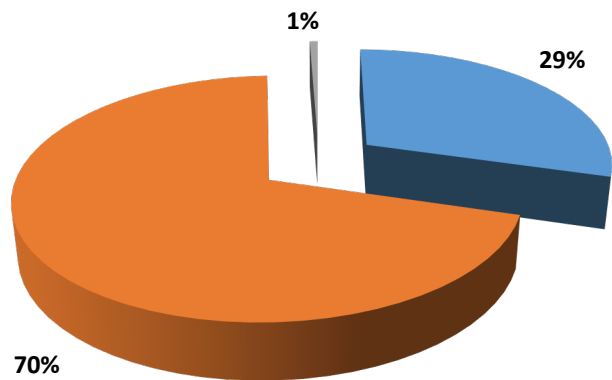
| SUMMARY OF EXPENSES      | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|--------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| PERSONNEL                | \$ 1,607,747        | \$ 1,546,838        | \$ 1,596,358        | \$ 1,652,142        | \$ 1,888,156        |
| OPERATING                | 2,915,803           | 2,771,487           | 3,781,423           | 3,515,974           | 4,327,584           |
| CAPITAL OUTLAY           | 11,523              | 25,497              | 32,022              | 35,000              | 64,200              |
| TRANSFER TO GENERAL FUND | -                   | -                   | -                   | -                   | -                   |
| OTHER                    | 88,623              | -                   | (89,704)            | -                   | -                   |
| <b>TOTAL</b>             | <b>\$ 4,623,696</b> | <b>\$ 4,343,822</b> | <b>\$ 5,320,099</b> | <b>\$ 5,203,116</b> | <b>\$ 6,279,940</b> |

**FLEET REVENUE**



■ Fuel Markup  
■ Labor Fees

**FLEET EXPENSE**



■ Personnel ■ Operating ■ Capital Outlay

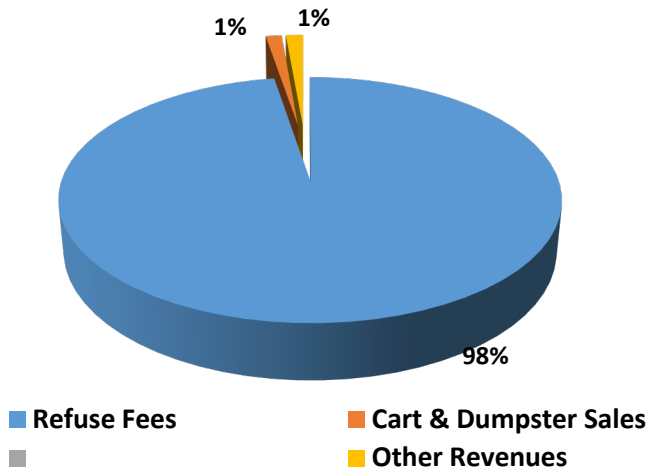
## SANITATION FUND FOR FISCAL YEAR 2024 BUDGET

The Sanitation Fund is established to account for the user charges, fees, and all operating costs associated with the operation of the Sanitation Division operated through the Public Works Department of the City. The Sanitation Division offers comprehensive solid waste services such as garbage, recyclable, bulky trash, leaf collection, as well as mosquito and rodent control.

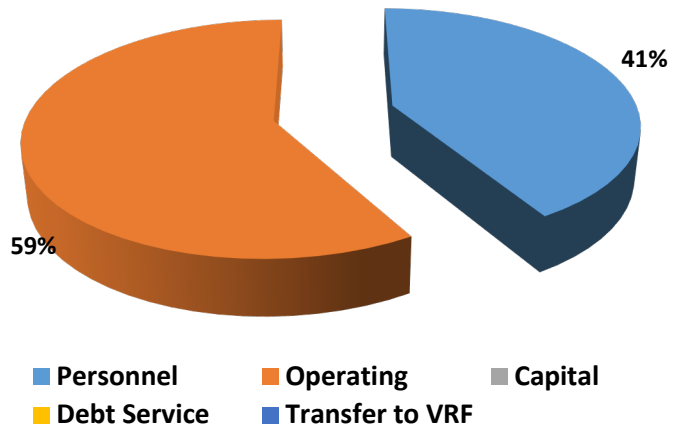
| SUMMARY OF REVENUES       | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|---------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| REFUSE FEES               | \$ 7,651,028        | \$ 8,061,396        | \$ 8,450,219        | \$ 8,133,180        | \$ 8,448,000        |
| CART & DUMPSTER SALES     | 81,531              | 156,266             | 109,267             | 158,000             | 229,200             |
| OTHER REVENUES            | 112,429             | 120,535             | 118,360             | 96,300              | 100,700             |
| APPROPRIATED FUND BALANCE | -                   | -                   | -                   | -                   | 471,004             |
| <b>TOTAL</b>              | <b>\$ 7,844,989</b> | <b>\$ 8,338,196</b> | <b>\$ 8,677,846</b> | <b>\$ 8,387,480</b> | <b>\$ 9,248,904</b> |

| SUMMARY OF EXPENSES | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| PERSONNEL           | \$ 3,052,722        | \$ 2,928,273        | \$ 2,949,655        | \$ 3,203,461        | \$ 3,810,482        |
| OPERATING           | 4,259,851           | 4,265,003           | 4,167,931           | 5,122,470           | 5,376,873           |
| CAPITAL             | -                   | -                   | -                   | -                   | -                   |
| DEBT SERVICE        | -                   | 165,066             | -                   | 61,549              | 61,549              |
| TRANSFER TO VRF     | 250,000             | -                   | -                   | -                   | -                   |
| OTHER               | 23,789              | -                   | (279,304)           | -                   | -                   |
| <b>TOTAL</b>        | <b>\$ 7,586,362</b> | <b>\$ 7,358,342</b> | <b>\$ 6,838,282</b> | <b>\$ 8,387,480</b> | <b>\$ 9,248,904</b> |

**SANITATION REVENUE**



**SANITATION EXPENSE**



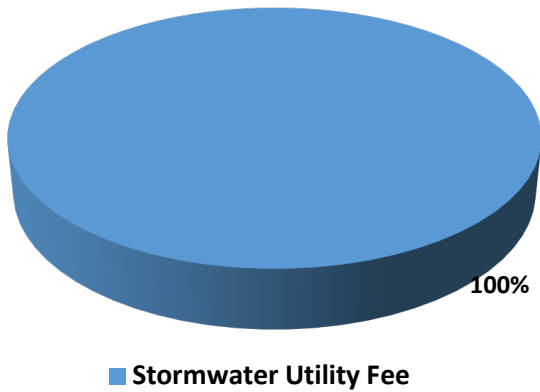
## STORMWATER UTILITY FUND FOR FISCAL YEAR 2024 BUDGET

The Stormwater Utility Fund is an enterprise fund established to implement the City's Stormwater Management Program. Revenue for this program is generated through a Stormwater fee paid by citizens owning improved property with buildings, parking lots, driveways, etc. The Stormwater Management Program is implemented through the Public Works Department's Engineering and Street Maintenance Divisions. It is directed at compliance with Federal and State environmental regulations through the implementation of local development regulations, capital improvements, and storm drain maintenance.

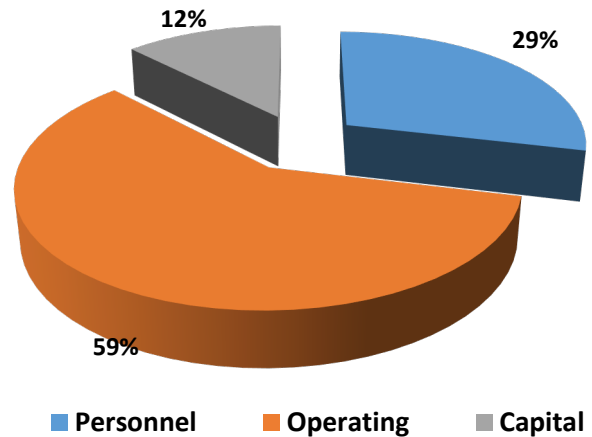
| SUMMARY OF REVENUES       | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED     |
|---------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| STORMWATER UTILITY FEE    | \$ 6,102,419        | \$ 6,131,625        | \$ 7,383,251        | \$ 8,535,490        | \$ 9,652,814         |
| OTHER REVENUE             | 211                 | -                   | 493,002             | -                   | -                    |
| TRANSFER FROM OTHER FUNDS | 1,257,315           | 719,506             | -                   | -                   | -                    |
| APPROPRIATED FUND BALANCE | -                   | -                   | -                   | -                   | 2,180,459            |
| <b>TOTAL</b>              | <b>\$ 7,359,945</b> | <b>\$ 6,851,131</b> | <b>\$ 7,876,253</b> | <b>\$ 8,535,490</b> | <b>\$ 11,833,273</b> |

| SUMMARY OF EXPENSES | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED     |
|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| PERSONNEL           | \$ 1,241,712        | \$ 1,598,613        | \$ 2,085,745        | \$ 2,415,207        | \$ 2,828,260         |
| OPERATING           | 1,210,398           | 957,281             | 4,284,957           | 4,127,995           | 3,991,142            |
| CAPITAL             | 1,083,835           | 1,064,579           | 897,289             | 260,232             | 1,630,000            |
| OTHER               | 510,241             | 2,015,709           | (2,058,590)         | -                   | -                    |
| TRANSFER OUT        | 1,378,116           | 435,791             | 2,032,063           | 1,732,056           | 3,383,871            |
| <b>TOTAL</b>        | <b>\$ 5,424,301</b> | <b>\$ 6,071,973</b> | <b>\$ 7,241,465</b> | <b>\$ 8,535,490</b> | <b>\$ 11,833,273</b> |

**STORMWATER REVENUE**



**STORMWATER EXPENSE**



**HOUSING FUND  
FOR FISCAL YEAR 2024 BUDGET**

The Housing Division administers US Department of Housing and Urban Development Community Development Block Grant Funds and Local Bond Funds. The funds are used to develop programs to serve low and moderate-income households. To this end, this fund is responsible for monitoring programs for compliance with local, state, and federal program standards. This fund also provides housing rehabilitation assistance to owner occupants, assistance to nonprofit agencies, down-payment assistance to homebuyers, acquisition and demolition of substandard structures, and program administrative funding.

| SUMMARY OF REVENUES        | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|----------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| CDBG GRANT INCOME          | \$ 1,298,947        | \$ 1,041,671        | \$ 1,531,537        | \$ 1,037,668        | \$ 1,037,668        |
| HOME GRANT INCOME          | 496,597             | 818,883             | 194,014             | 565,103             | 565,103             |
| TRANSFER FROM GENERAL FUND | 319,125             | 328,695             | 328,695             | 328,695             | 372,827             |
| <b>TOTAL</b>               | <b>\$ 2,114,669</b> | <b>\$ 2,189,249</b> | <b>\$ 2,054,247</b> | <b>\$ 1,931,466</b> | <b>\$ 1,975,598</b> |

| SUMMARY OF EXPENSES | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| PERSONNEL           | \$ 452,814          | \$ 383,526          | \$ 439,970          | \$ 552,128          | \$ 552,128          |
| OPERATING           | 1,620,933           | 1,334,359           | 1,619,548           | 1,379,338           | 1,423,470           |
| CAPITAL             | -                   | -                   | -                   | -                   | -                   |
| <b>TOTAL</b>        | <b>\$ 2,073,748</b> | <b>\$ 1,717,885</b> | <b>\$ 2,059,518</b> | <b>\$ 1,931,466</b> | <b>\$ 1,975,598</b> |

## HEALTH FUND FOR FISCAL YEAR 2024 BUDGET

The Health Fund is used to account for the administration of the City's health insurance program.

| SUMMARY OF REVENUES            | 2020<br>ACTUAL       | 2021<br>ACTUAL       | 2022<br>ACTUAL       | 2023<br>ORIGINAL     | 2024<br>PROPOSED     |
|--------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| CITY CONTRIBUTION              | \$ 7,038,404         | \$ 11,844,463        | \$ 11,630,700        | \$ 11,043,959        | \$ 11,043,959        |
| OTHER AGENCIES                 | 874,384              | 784,033              | 872,970              | 1,103,731            | 1,103,731            |
| RETIREE CONTRIBUTIONS          | 1,507,013            | 1,406,606            | 1,502,000            | 1,327,544            | 1,327,544            |
| OTHER REVENUES                 | 1,000                | 3,392                | 146                  | 4,246                | 4,246                |
| INSURANCE COMPANY REFUND/REIMB | 1,127,090            | 2,113                | 3,240                | 240,000              | 240,000              |
| APPROPRIATED FUND BALANCE      | -                    | -                    | -                    | 539,168              | 539,168              |
| <b>TOTAL</b>                   | <b>\$ 10,547,891</b> | <b>\$ 14,040,605</b> | <b>\$ 14,009,056</b> | <b>\$ 14,258,648</b> | <b>\$ 14,258,648</b> |

| SUMMARY OF EXPENSES      | 2020<br>ACTUAL       | 2021<br>ACTUAL       | 2022<br>ACTUAL       | 2023<br>ORIGINAL     | 2024<br>PROPOSED     |
|--------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| CITY CLAIMS              | \$ 10,143,149        | \$ 10,129,446        | \$ 11,245,290        | \$ 12,128,284        | \$ 12,128,284        |
| LIBRARY CLAIMS           | 169,789              | 161,018              | 166,687              | 230,602              | 230,602              |
| CVA CLAIMS               | 81,775               | 80,527               | 74,426               | 58,218               | 58,218               |
| HOUSING AUTHORITY CLAIMS | 516,846              | 478,909              | 487,409              | 896,878              | 896,878              |
| AIRPORT CLAIMS           | 187,705              | 212,819              | 226,833              | 195,338              | 195,338              |
| RETIREE CLAIMS           | 1,319,014            | 1,213,317            | 1,327,649            | 653,383              | 653,383              |
| OTHER EXPENSES           | 317,971              | 88,511               | 73,828               | 95,945               | 95,945               |
| <b>TOTAL</b>             | <b>\$ 12,736,248</b> | <b>\$ 12,364,548</b> | <b>\$ 13,602,122</b> | <b>\$ 14,258,648</b> | <b>\$ 14,258,648</b> |

**VEHICLE REPLACEMENT FUND (VRF)  
FOR FISCAL YEAR 2024 BUDGET**

The Vehicle Replacement Fund accounts for monies to fund the City's capital budget, for the replacement of vehicles. All vehicles/equipment maintained by the Fleet Maintenance Division of the Public Works Department are considered under this fund. This fund minimizes fluctuations in the annual budget for vehicle expenditures and establishes a manageable replacement cycle.

| SUMMARY OF REVENUES            | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| SALE OF PROPERTY               | \$ 89,486           | \$ 182,580          | \$ 38,426           | \$ -                | \$ -                |
| OTHER REVENUES                 | -                   | -                   | -                   | -                   | -                   |
| TRANSFER FROM CITY DEPARTMENTS | 3,465,112           | 4,444,832           | 3,883,115           | 5,153,938           | 3,601,408           |
| TRANSFER FROM GENERAL FUND     | 605,587             | -                   | -                   | -                   | -                   |
| TRANSFER FROM SANITATION FUND  | 250,000             | -                   | -                   | -                   | -                   |
| <b>TOTAL</b>                   | <b>\$ 4,410,185</b> | <b>\$ 4,627,412</b> | <b>\$ 3,921,541</b> | <b>\$ 5,153,938</b> | <b>\$ 3,601,408</b> |

| SUMMARY OF EXPENSES | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ACTUAL      | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| OPERATING           | \$ (3,513,119)      | \$ (1,335,898)      | \$ 1,293,644        | \$ -                | \$ -                |
| CAPITAL EQUIPMENT   | 3,513,120           | 4,235,275           | 1,869,625           | 5,153,938           | 3,601,408           |
| DEPRECIATION        | 3,142,154           | -                   | -                   | -                   | -                   |
| <b>TOTAL</b>        | <b>\$ 3,142,155</b> | <b>\$ 2,899,377</b> | <b>\$ 3,163,269</b> | <b>\$ 5,153,938</b> | <b>\$ 3,601,408</b> |



**FACILITIES IMPROVEMENT FUND (FIP)  
FOR FISCAL YEAR 2024 BUDGET**

The Facilities Improvement Fund accounts for monies to fund deferred maintenance projects as outlined in the City's 10 Year Facilities Improvement Plan. The projects funded include facility operations projects that are overseen by the Public Works department as well as Parks and Recreation improvement projects that are overseen by the Parks and Recreation department. The fund was created back in fiscal year 2014-2015 through a \$0.01 increase in the ad valorem property tax rate. The fund receives funding through transfers from the General Fund in an amount needed to fund the annual budgeted projects.

| SUMMARY OF REVENUES           | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ORIGINAL    | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|-------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| TRANSFER FROM GENERAL FUND    | \$ 1,180,000        | \$ 1,350,000        | \$ 1,000,000        | \$ 1,200,000        | \$ 1,200,000        |
| TRANSFER FROM CAPITAL RESERVE | 140,487             | -                   | -                   | -                   | -                   |
| MISCELLANEOUS REVENUE         | -                   | -                   | -                   | -                   | -                   |
| <b>TOTAL</b>                  | <b>\$ 1,320,487</b> | <b>\$ 1,350,000</b> | <b>\$ 1,000,000</b> | <b>\$ 1,200,000</b> | <b>\$ 1,200,000</b> |

| SUMMARY OF EXPENSES | 2020<br>ACTUAL      | 2021<br>ACTUAL      | 2022<br>ORIGINAL    | 2023<br>ORIGINAL    | 2024<br>PROPOSED    |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| CAPITAL IMPROVEMENT | \$ 1,874,983        | \$ 1,791,667        | \$ 1,000,000        | \$ 1,200,000        | \$ 1,200,000        |
| OTHER EXPENSES      | 71,898              | -                   | -                   | -                   | -                   |
| <b>TOTAL</b>        | <b>\$ 1,946,881</b> | <b>\$ 1,791,667</b> | <b>\$ 1,000,000</b> | <b>\$ 1,200,000</b> | <b>\$ 1,200,000</b> |

**CAPITAL RESERVE FUND  
FOR FISCAL YEAR 2024 BUDGET**

Capital Reserve Fund is a fund established to set aside and appropriate current funding to future capital projects. Routinely, the Council has transferred unassigned fund balance from the General Fund above the 14% Fund Balance policy into the Capital Reserve Fund to fund specifically identified projects as approved by Council.

| SUMMARY OF REVENUES        | 2020<br>ACTUAL    | 2021<br>ACTUAL      | 2022<br>ACTUAL  | 2023<br>ORIGINAL | 2024<br>PROPOSED |
|----------------------------|-------------------|---------------------|-----------------|------------------|------------------|
| INVESTMENT EARNINGS        | \$ 367            | \$ 55               | \$ 1,919        | \$ -             | \$ -             |
| TRANSFER FROM GENERAL FUND | 806,882           | 2,205,587           | -               | -                | -                |
| APPROPRIATED FUND BALANCE  | -                 | -                   | -               | -                | -                |
| <b>TOTAL</b>               | <b>\$ 807,249</b> | <b>\$ 2,205,642</b> | <b>\$ 1,919</b> | <b>\$ -</b>      | <b>\$ -</b>      |

| SUMMARY OF EXPENSES                | 2020<br>ACTUAL    | 2021<br>ACTUAL    | 2022<br>ACTUAL | 2023<br>ORIGINAL | 2024<br>PROPOSED |
|------------------------------------|-------------------|-------------------|----------------|------------------|------------------|
| TRANSFER TO GENERAL FUND           | \$ -              | \$ 605,587        | \$ -           | \$ -             | \$ -             |
| TRANSFER TO CAPITAL PROJECT FUND   | -                 | -                 | -              | -                | -                |
| TRANSFER TO FACILITIES IMPROVEMENT | 250,000           | 140,487           | -              | -                | -                |
| TRANSFER TO DICKINSON PARKING      | -                 | -                 | -              | -                | -                |
| INCREASE IN RESERVE                | -                 | -                 | -              | -                | -                |
| <b>TOTAL</b>                       | <b>\$ 250,000</b> | <b>\$ 746,074</b> | <b>\$ -</b>    | <b>\$ -</b>      | <b>\$ -</b>      |



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# ***CITY OF GREENVILLE***

## ***MANUAL OF FEES***

**July 1, 2023**

**Document Number 1163937 v5**

## **TABLE OF CONTENTS**

|  | Page Number(s) |
|--|----------------|
| <b>Introduction</b>                                    | <b>1</b>       |
| <b>Administrative Fees</b>                             | <b>2</b>       |
| <b>Animal Protective Services Fees</b>                 | <b>3</b>       |
| <b>Cemetery Fees</b>                                   | <b>4</b>       |
| <b>Code Enforcement Fees</b>                           | <b>5</b>       |
| <b>Engineering Fees</b>                                | <b>6-7</b>     |
| <b>Fire/Rescue Fees</b>                                | <b>8-9</b>     |
| <b>Information Technology Fees</b>                     | <b>10</b>      |
| <b>Inspections Fees</b>                                | <b>11-13</b>   |
| <b>Parking Fees</b>                                    | <b>14-15</b>   |
| <b>Parking Penalties</b>                               | <b>16-17</b>   |
| <b>Planning Fees</b>                                   | <b>18-19</b>   |
| <b>Police Fees</b>                                     | <b>20-22</b>   |
| <b>Public Transportation Fees</b>                      | <b>23</b>      |
| <b>Publications Fees</b>                               | <b>24</b>      |
| <b>Recreation &amp; Parks Fees</b>                     | <b>25-32</b>   |
| <b>Bradford Creek Public Golf Course</b>               | <b>33</b>      |
| <b>Greenville Aquatics &amp; Fitness Center (GAFC)</b> | <b>34</b>      |
| <b>Sanitation Fees</b>                                 | <b>35</b>      |
| <b>Special Events</b>                                  | <b>36-37</b>   |
| <b>Stormwater Fees</b>                                 | <b>38</b>      |
| <b>Streets Fees</b>                                    | <b>39</b>      |
| <b>Taxicab Fares</b>                                   | <b>40</b>      |
| <b>Taxicab Zone Fares</b>                              | <b>41-42</b>   |

## **INTRODUCTION**

The Manual of Fees represents the compilation into one document of the fees and charges established by the City Council. Annually, the Manual of Fees is reviewed in its entirety and edited with any changes that may be made by City Council during the budget process.

Revisions may be made in this Manual as fees and charges are subsequently amended, established, or altered by City Council. Once City Council approves an amendment, it is the department head's responsibility to notify the Financial Services Director of the change.

The Manual of Fees was first printed on March 12, 1981. The Manual of Fees was repealed by the City Council and a new Manual of Fees was adopted on June 9, 1983 by Ordinance 1280.

## **ADMINISTRATIVE FEES**

| <b>Service</b>  | <b>Fee</b>   |
|---|--|
| <b>Beer &amp; Wine Privilege License (valid May 1-April 30)</b>   |  |
| Beer On Premises  | \$15.00 annually   |
| Beer Off Premises   | \$10.00 annually   |
| Unfortified Wine On Premises  | \$15.00 annually   |
| Unfortified Wine Off Premises   | \$10.00 annually   |
| Fortified Wine On Premises  | \$15.00 annually   |
| Fortified Wine Off Premises   | \$10.00 annually   |
| Mixed Beverages   | No Charge  |
| Failure to Pay Required Beer & Wine Privilege License Tax<br>(Operating without current Beer & Wine License/s)    | 10% penalty  |
| Late Fee for Renewing Annual License After April 30   | 5% of applicable license fees if renewed during the Month of May     |
|   | 10% of applicable license fees if renewed during the Month of June   |
|   | 15% of applicable license fees if renewed during the Month of July   |
|   | 20% of applicable license fees if renewed during the Month of August |
|   | 25% of applicable license fees if renewed on September 1 or later    |
| ABC Permit Holder - Business Name Change Only*  | \$10.00  |
| *New ABC permit application and beer & wine license application are required when any other changes are requested |  |
| Citizen Self Service - Credit Card Convenience Fee  | \$1.50 per transaction   |
| <b>Copies</b>   |  |
| Any Information Not Specifically Listed   | \$0.25/page for each page over 7 pages                               |
| Requiring Research of Council, Board, or Commission Minutes 20 Years and Older                                    | \$2.00/page for each page over 7 pages                               |
| Video Copy Fee  | \$15.00  |
| Video Mailing Fee (to Cover Postage & Envelope)   | \$3.00   |
| Motor Vehicle Fee   | \$30.00  |
| <b>Notary Service</b>   |  |
| 1 Signature   | \$10.00  |
| 2 Signatures  | \$20.00  |
| 3 Signatures  | \$30.00  |
| Acknowledgments, jurats, verifications, or proofs   | \$10 per principal signature   |
| Oaths or affirmations without a signature (except for the identity of a principal or subscribing witness)         | \$10 per person  |
| Electronic Notarization under G.S. 10B-188  | \$15 (e-Notarizations)   |

## **ADMINISTRATIVE FEES**

| <b>Service</b>   | <b>Fee</b>                           |
|--|--------------------------------------|
| Remote Online Notary fee   | \$25 per principal signature         |
| Public Record Requests   | \$5.00 per CD or DVD                 |
|  | \$50.00 per 64GB Flash Drive         |
|  | \$25.00 per 32GB Flash Drive         |
|  | \$15.00 per 16GB Flash Drive         |
|  | \$3.00 Mailing Fee                   |
| Release of Custodial Law Enforcement Agency Recordings<br>[N.C.G.S. § 132-1.4A(I)] | Same Fees as Public Records Requests |
| Rental of Council Chambers (3-hour minimum)  | Actual Staff Cost (\$150.00 Minimum) |
| Returned Check Fee   | \$25.00                              |

## **ANIMAL PROTECTIVE SERVICES FEES**

| <b>Service</b>  | <b>Fee</b>  |
|---|---|
| <b>Animal Protective Services Civil Penalties</b>         |   |
| Animal Noise  | \$100.00  |
| Public Nuisance   | \$25.00   |
| Cruelty to Animals  | \$50.00/1st Offense<br>\$100.00/2nd Offense<br>\$150.00/3rd Offense |
| Failure to Acquire Rabies Vaccination                     | \$50.00/1st Offense<br>\$100.00/2nd Offense<br>\$150.00/3rd Offense |
| Lack of Restraint by Chain or Leash (Leash Law Violation) | \$50.00/1st Offense<br>\$100.00/2nd Offense<br>\$150.00/3rd Offense |
| Un-kept Kennels or Pens                                   | \$25.00/1st Offense<br>\$50.00/2nd Offense<br>\$75.00/3rd Offense   |
| All Other Sections  | \$15.00   |
| Administrative Fee  | \$5.00 per Rabies Vaccination                                       |
| <b>Exotic Animal Fees</b>                                 |   |
| Circus, Exhibitions, Shows                                | \$250.00  |
| Pet Store Permit  | \$150.00  |
| Individual Permit   | \$75.00   |



## **CEMETERY FEES**

| <b>Service</b>   | <b>Fee</b> |
|--|------------|
| Grave/Crypt Opening & Closing - Weekday                | \$825.00   |
| Grave/Crypt Opening & Closing - Weekend or Holiday     | \$1,045.00 |
| Cremation Niche Opening & Closing - Weekday            | \$385.00   |
| Cremation Niche Opening & Closing - Weekend or Holiday | \$495.00   |
| Wait Time Per Hour                                     | \$137.50   |
| Tree Removal   | \$50.00    |
| Shrubbery Removal Per Lot                              | \$50.00    |
| Crypt/Mausoleum Installation Permit                    | \$125.00   |
| Monument Permit **                                     | \$137.50   |
| Certification of Cemetery Lot                          | \$45.00    |
| Trading or Resale of Cemetery Lot                      | \$49.50    |
| Copy of Lot Ownership When Original Deed Is Lost       | \$27.50    |
| Disinterment of Vault (Only performed M-F 8 am-3 pm)   | \$1,600.00 |
| Disinterment of Urn (Only performed M-F 8 am-3 pm)     | \$800.00   |

\*\*A permit for a government-issued Veteran's marker's is required. ALL fees for veteran markers and uprights will be waived.

Prices are for the hours of 8 AM - 4 PM. For grave opening/closing before 8 AM and after 4 PM, add \$125 per grave. Wait time will be billed at the rate of \$125 per hour when the funeral director does not comply with the arrival time as indicated on the service request.

\*\*Burial and/or interment service shall not be held on the following city holidays - New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Day.

| <b>Sale of Cemetery Spaces</b> | <b>City Resident</b> | <b>Non Resident</b> |
|--------------------------------|----------------------|---------------------|
| Single Grave Lot               | \$880.00             | \$1,100.00          |
| Four Grave Lot                 | \$3,520.00           | \$4,400.00          |
| Eight Grave Lot                | \$7,040.00           | \$8,800.00          |
| Inside Mausoleum Space         | \$5,000.00           | \$5,200.00          |
| Outside Mausoleum Space        | \$2,500.00           | \$2,700.00          |
| Outside Cremation Niche Space  | \$1,750.00           | \$1,950.00          |
| Hillside West Mausoleum Space  | \$2,000.00           | \$2,200.00          |

Grave lots are no longer available in Cherry Hill and Brownhill Cemeteries.

\*\*\*\*\*Late arrival 30 minutes past scheduled closing time per additional hour - \$125.00/hour

\*\*Only steel and/or concrete grave liners/vaults approved by city staff to be used for burial

## **CODE ENFORCEMENT FEES**

| <b>Specific Offenses</b>                                   | <b>Fee</b>                    |
|--|-------------------------------|
| <b>Closing or Securing Vacated and Closed Buildings</b>    |                               |
| Each Day Violation Continues                               | \$50.00 civil citation        |
| <b>Minimum Housing Code</b>                                |                               |
| 1st Offense  | \$50.00                       |
| 2nd Offense in Calendar Year                               | \$100.00                      |
| 3rd Offense in Calendar Year                               | \$250.00                      |
| Each Subsequent Offense After the Third Offense            | \$250.00                      |
| <b>Parking on Unimproved Surfaces</b>                      |                               |
|  | \$25.00 per day               |
| <b>Signs, Banners, Occupancy Violations</b>                |                               |
| 1st Offense  | \$50.00                       |
| 2nd Offense in Calendar Year                               | \$100.00                      |
| 3rd Offense in Calendar Year                               | \$250.00                      |
| 3rd and Subsequent Offenses within 12-Month Period         | \$250.00                      |
| <b>Weeds, Vegetation and Other Public Health Nuisances</b> |                               |
| 1st Offense  | \$50.00 + Administrative Fee  |
| 2nd Offense in Calendar Year                               | \$100.00 + Administrative Fee |
| 3rd Offense in Calendar Year                               | \$250.00 + Administrative Fee |
| Administrative Fee   | \$50.00                       |
| Administrative Filing Fee for Grass Liens                  | \$10.00                       |

# ENGINEERING FEES

| Service  | Fee  |
|--|--|
| Land Disturbance Permit  | No Fee   |
| Street Closings (Right-of-Way Abandonments)  | \$600.00 per street plus \$100/each additional street or portion thereof |
| Right-of-Way Encroachment Agreements   | \$500.00*  |
| *No fee when the City of Greenville provides funding for either wholesale or partial improvements that require an encroachment agreement through the Neighborhood Grant Program. |  |
| Driveway (Single-Family and Duplex)  | \$30.00  |
| Driveway (Multi-Family and Commercial)   | \$45.00 for 1st + \$20.00 each additional                                |
| CCTV Re-mobilization Fee   | \$200.00   |
| Re-Inspection  | \$75.00 for 1st + \$125.00 each additional                               |
| After Hours Inspection Fee   | \$100.00 per hr with 2 hr minimum  |
| Erosion Control Plan Review Fee  | \$100 per acre (or any portion there of)                                 |
| <b>Color CAD/GIS Maps</b>  |  |
| City Map (1" = 1000')  | \$30.00  |
| City Map (1" = 1500')  | \$25.00  |
| City Map (1" = 2000')  | \$20.00  |
| GIS (8 1/2" x 11")   | \$5.00   |
| GIS (11" x 17")  | \$17.00  |
| GIS (30" x 42")  | \$30.00  |
| Special Map Requests   | \$20.00  |
| <b>Blueprint/Photocopy</b>   |  |
| Planimetric (1" = 100')  | \$10.00  |
| Topos (1" = 100')  | \$10.00  |
| Topos (1" = 200')  | \$15.00  |
| City Map (1' - 1000')  | \$10.00  |
| City Map (1' - 2000')  | \$5.00   |
| <b>Printing/Miscellaneous Photocopies</b>  |  |
| Bond (20" x 24") Small   | \$3.00   |
| Vellum (20" x 24") Small   | \$4.00   |
| Film mylar (20" x 24") Small   | \$8.00   |
| Bond (24" x 36") Medium  | \$4.00   |
| Vellum (24" x 36") Medium  | \$5.00   |
| Film mylar (24" x 36") Medium  | \$10.00  |
| Bond (30" x 42") Large   | \$5.00   |
| Vellum (30" x 42") Large   | \$8.00   |

## **ENGINEERING FEES**

| <b>Service</b>                                   | <b>Fee</b>                               |
|--|--|
| Film mylar (30" x 42") Large                     | \$15.00                                  |
| Small Photocopies (8 ½" x 11", 8 ½" x 14")       | \$0.25/page over 7 pages; \$2.00 minimum |
| Photocopies (11" x 17")                          | \$1.00                                   |
| Shipping   | \$3.00                                   |
| <b>Traffic Engineering</b>                       |  |
| Handicapped Signs                                | \$18.00                                  |
| Maximum Penalty Signs                            | \$8.00                                   |
| Maximum Penalty Stickers                         | \$3.00                                   |
| Van Accessible Signs                             | \$8.00                                   |
| Barricade Delineator (Left or Right)             | \$13.00                                  |
| Street Name Sign – 9" Black (Double Sided)       | \$50.00                                  |
| No Parking-Fire Lane Sign                        | \$18.00                                  |
| Community Watch Sign                             | \$20.00                                  |
| 11' Channel Posts                                | \$23.00                                  |
| 12' Channel Posts                                | \$26.00                                  |
| 14' Channel Posts                                | \$38.00                                  |
| 10' Aluminum Pole                                | \$36.00                                  |
| Hardware (1 set)                                 | \$15.00                                  |
| Sign Installation                                | \$25.00                                  |
| Additional Sign Installation in same subdivision | \$15.00                                  |

**EQUIPMENT RENTAL RATES** – Equipment rates have been established by the Department of Homeland Security Federal Emergency Management Agency (FEMA). Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and are applicable to major disasters and emergencies declared by the president.

## **FIRE/RESCUE FEES**

| Service  | Fee   |
|--|---|
| Tank Extraction Permit   | \$125.00/tank   |
| Tank Installation Permit   | \$150.00/tank   |
| Re-piping Permit   | \$75.00   |
| Tank Abandonment   | \$75.00/tank  |
| Follow-up Tank Inspection  | \$75.00   |
| Burn Permit: Open Burning except that there shall be no fee for flag retirement ceremony when conducted by a nonprofit veterans organization | \$75.00   |
| Permits: Fair/Carnival, Tents, Explosives, Pyrotechnics, Fumigate/Fogging, Exhibits, Trade Shows   | \$75.00   |
| Permits: Mall Displays, Private Fire Hydrant   | \$75.00   |
| <b>EMS Basic Transport Fee:</b>  |   |
| BLS (Basic Life Support)   | \$425.00  |
| ALS (Advanced Life Support)  | \$525.00  |
| ALS 2  | \$650.00  |
| Oxygen Delivery  | \$30.00   |
| No Transport/Treatment Fee   | \$200.00  |
| Ground Mileage, Per Statute Mile   | \$10.00   |
| <b>EMS Dedicated Standby</b>   |   |
| Unit & Crew  | \$150.00/hr.  |
| Crew Only  | \$40.00/hr. FF/EMT<br>\$45.00/hr. Supervisor/PIC<br>(+\$5.00 Admin. Fee/hr. per provider) |
| <b>ETJ Business Inspections (Except for Those Under Fire Protection Contracts (Initial Inspection):</b>                                      |   |
| Minimum  | \$100.00  |
| Hourly   | \$40.00   |
|  |   |
|  |   |
|  |   |

## **FIRE/RESCUE FEES**

| Service  | Fee                               |
|--|-----------------------------------|
| <b>State-Required Inspection for Licenses:</b>   |                                   |
| In City Limits   | \$100.00/per building             |
| In ETJ   | \$150.00/per building             |
| <b>Expedited Inspection</b>  |                                   |
|  | \$1,000 per hr. + permit          |
| <b>Other Inspections:</b> Operational permits, Pyrotechnics, Trade Shows, Carnivals, etc.  | \$60.00 per hr. (Minimum 3 hours) |
| <b>Fire Alarm Business Inspection with plan reviews:</b>   |                                   |
| In City Limits   | *\$0.016/per sq ft.               |
| In ETJ   | *\$0.016/per sq ft.               |
|  | *\$100 minimum                    |
| <b>Sprinkler Review and Field Test</b>   |                                   |
| In City Limits   | *\$0.016/per sq ft.               |
| In ETJ   | *\$0.016/per sq ft.               |
|  | *\$100 minimum                    |
| <b>Sprinkler Review and Field Test Follow up (Re-inspection)</b>   |                                   |
| In City Limits   | \$50.00                           |
| In ETJ   | \$65.00                           |
| <b>City Code Violation</b>   |                                   |
|  | \$50.00                           |
| <b>Life Safety Violation</b>   |                                   |
| 1st Offense  | \$100.00                          |
| 2nd Offense  | \$250.00                          |
| 3rd Offense  | \$500.00                          |
| Fire Inspection Follow-Up (Re-Inspections)   | \$50.00                           |
| ABC Application Required Inspection  | \$50.00                           |
| ABC Application Re-inspection Fee  | \$50.00 each visit                |
| <p><b><i>Fire Protection Service:</i></b> The following formula is hereby established for determining the extraterritorial fire protection fee each fiscal year: Total property value divided by 100 multiplied by 10% equals the billed amount. In no event shall the annual cost of service under this agreement exceed the sum of \$50,000.</p> |                                   |

## **INFORMATION TECHNOLOGY FEES**

| Service   | Fee  |
|---|--|
| <b>Provide Existing Database Information</b>  |  |
| 8.5" x 11" Document Paper   | \$0.25/page for each page over seven pages |
| <b>Digital GIS - Commercial User</b>  |  |
| GIS Data Request (Digital Delivery)   | \$100.00                                   |
| Service Charge for Research Labor<br><i>(No charge if less than one hour of research)</i> | \$75.00                                    |
| CD-ROM  | \$10.00                                    |
| Flash Drive   | \$10.00                                    |
| <b><u>Printed Maps from the IT Department</u></b>   |  |
| Small (up to 11" x 17")   | \$5.00                                     |
| Medium (up to 22" x 34")  | \$17.00                                    |
| Large (up to 34" x 44")   | \$30.00                                    |
| Custom Map & Analytics  | \$50.00/ per hour                          |

# INSPECTIONS FEES

| Service | Fee |
|---------|-----|
|---------|-----|

| <b>Square Footage Costs of Construction</b>   |                  |
|---|------------------|
| <b>Type Construction</b>  | Rate: \$/Sq. Ft. |
| <b><u>Commercial</u></b>  |                  |
| General   | \$125.00         |
| Multi-Family (Apartments, Townhouses, Condos)   | \$100.00         |
| Shell (Exterior Walls, Roof, Floor Slab or Some Combination Thereof)  | \$75.00          |
| Addition  | \$75.00          |
| <b><u>Residential</u></b>   |                  |
| Single-Family and/or Duplex   | \$100.00         |
| Addition  | \$75.00          |
| Storage Building  | \$50.00          |
| Example: (Actual Square Footage) x (Square Footage Cost) = Computed Construction Cost; 1,970 square feet x \$50.00 per square foot = \$98,500 |                  |

## **Building Permit Fees**

**Service:** Single-family, multi-family, multi-family additions, multi-family alterations, commercial, commercial additions, commercial alterations, industry, industry additions, industry alterations, church, hotel/motel and roofing.

**Service:** New duplex, duplex additions, duplex alterations, residential additions, residential alterations, new storage additions, storage alterations, new garage/carports, garage/carport additions, garage/carport alterations, swimming pools, and signs.

| <b>Computed Costs of Construction</b> |  |
|---------------------------------------|--|
| \$100 to \$5,000                      | \$75.00                                  |
| \$5,001 to \$15,000                   | \$100.00                                 |
| \$15,001 to \$30,000                  | \$125.00                                 |
| \$30,001 to \$50,000                  | \$150.00                                 |
| \$50,001 to \$75,000                  | \$200.00                                 |
| \$75,001 to \$100,000                 | \$300.00                                 |
| \$100,001 & over                      | \$300.00 + \$3.25/\$1,000 over \$100,000 |

Example: Computed Cost = \$120,000; Permit Fee = \$300 plus \$3.25 x 20 = \$365.00



## **INSPECTIONS FEES**

| <b>Service</b>   | <b>Fee</b>   |
|--|--|
| <b>Other Permit Fees</b>   |  |
| Change of Occupancy Review   | \$75.00/unit   |
| Day Care Inspection  | \$100.00/unit  |
| Demolition   | \$100.00   |
| Driveway (single family and duplex)  | \$30.00  |
| Driveway (multi-family and commercial)   | \$45.00  |
|  | For 1 <sup>st</sup> , plus \$20.00 each additional                                   |
| Group Home Inspection  | \$100.00/unit  |
| House Moving   | \$125.00   |
| Insulation (insulation work only)  | \$75.00  |
| Lawn Irrigation existing property  | \$25.00  |
| Lawn Irrigation w/ new construction (considered per fixture)   | \$6.00   |
| Mechanical (per unit) up to 5 tons   | \$125.00   |
| Mechanical (per unit) over 5 tons  | \$250.00   |
| Mobile Home  | \$75.00  |
| Occupant Load Card   | \$75.00 to calculate   |
| Off Six Months - Electrical or Gas   | \$75.00  |
| Plumbing (per fixture)   | \$15.00 each w/ minimum of \$75.00   |
| Refrigeration, Installation & Repair   | \$50.00/unit   |
| Sewer, septic tank, gas, and water   | \$75.00  |
| Sprinkler Systems (1 & 2 Family Structures)  | \$100.00   |
| Tent   | \$40.00  |
| <b>Electrical Permits</b>  |  |
| Commercial   |  |
| General  |  |
| Hospitals, Hotel/Motel, Business Occupancies, Industrial, & Manufacturing (Service Equipment Included) | \$.10/sq. ft. for 1st 6,000 sq. ft. plus \$.06/sq. ft. over 6,000 sq. ft. each floor |
| Commercial Storage and Warehouse, Farm Buildings (Up to 75 outlets) (Service Equipment Included)       | \$115.00/Flat Fee  |

## INSPECTIONS FEES

| Service  | Fee  |
|--|--|
| <b>Residential</b>   |  |
| General  |  |
| Single-Family, Duplex, Multi-Family<br>(Apts., Townhomes, and Condominiums)<br>(Service Equipment Included)                                | \$.10/sq. ft. each floor                       |
| Example: (Actual Square Footage) x (Square Footage Cost) = Permit Fee; 1970 Square Feet x \$ .06 Square Feet = \$118.20 Actual Permit Cost |  |
| Mobile Homes/Office Trailer Services   | \$75.00  |
| Change of Electrical Service   | \$75.00  |
| Temporary Construction Service   | \$75.00  |
| Signs (electrical)   | \$75.00  |
| Pole Service   | \$75.00  |
| Swimming Pool  | \$75.00  |
| Mobile Home Park Pedestal  | \$75.00  |
| Minimum: Up to 20 Outlets (Storage Buildings, Additions, Additional Circuits, Dryers, HVAC, etc.)  | \$75.00  |
| <b>NOTE: Over 20 outlets use appropriate square footage rate.</b>  |  |
| <b>NOTE: Service Fees below apply to all Inspections Division Fee areas:</b>   |  |
| After Hours Inspection Fee   | \$100.00 per hr. w/ 2 hr. minimum              |
| Penalty Fee (Minimum)  | \$250.00                                       |
| Penalty Fee (second offence within 12 months)  | \$500.00                                       |
| Plan Review Fee (small)  | \$50.00  |
| Plan Review Fee (medium)   | \$150.00                                       |
| Plan Review Fee (large)  | \$300.00                                       |
| Re-inspection  | \$75.00 for 1st time, \$125.00 each time after |
| Technology Fee (qualifying permit only)  | \$10.00  |
| Temporary Utility Permit   | \$75.00  |
| Miscellaneous Fee  | \$75.00  |
| ABC Application Required Inspection  | \$50.00  |
| ABC Application Required Re-inspection Fee   | \$50.00 each visit                             |

## **PARKING FEES**

| <b>Service</b>  | <b>Fee</b>  |
|---|---|
| <b>Leased Parking</b>   |   |
| Monthly Rates:  |   |
| Single Space in Paved Lot   | According to Lease Agreement  |
| Single Space in Unpaved Lot                                       | According to Lease Agreement  |
| Contractor (Maximum 4 Spaces/Month)                               | According to Lease Agreement  |
| Uptown Employee/Employer Unreserved Permit                        | \$20.00 Monthly   |
| Controlled Residential Parking Permit                             | \$10.00 per decal/per fiscal year   |
| Online application convenience fee                                | \$2.50  |
| Annual Residential Parking Permit Decals                          | \$10.00   |
| Duplicate Residential Parking Permit Decals                       | \$10.00   |
| Parking Deck  | Two Hours Free; \$0.75 per hour after second<br>No maximum; 24 Hour Enforcement (Paid by Plate) |
| Uptown City On-Street Parking                                     | Two Hours Free; \$1.00 per Hour after Second<br>Three Hour Maximum (Paid by Plate)              |
| Uptown Employee / Employer Permit                                 | \$20.00 Per Month (Increase by \$1.00 per year)   |
| Uptown Residential Reserved                                       | \$70.00 Per Month (Increase by \$1.00 per year)   |
| Uptown Residential Unreserved                                     | \$50.00 Per Month (Increase by \$1.00 per year)   |
| Courthouse Lot (Space increases by \$2.00 per year)               | \$68.00 per month/per space   |
| Hooker Lot  | Operated by Evans Street Properties, LLC  |
| Greene Street Lot   | City of Greenville <b>Employee Only</b> Parking   |
| Parking Hang Tag - Replacement (Employee, Employer, and Resident) | \$25.00   |
| <b>Parking Fees - Meters</b>                                      |   |
| City Meters / Passport Parking App Convenience Fee                | \$0.25  |
| Pay by License Plate  |   |
| 2-Hour Limit  | Free  |
| 3-Hour Maximum on Street  | \$1.00  |
| Surface Lot - All Day (except Chico's - 2-hour max)               | \$7.50  |
| *On Street increase by \$0.10 cent per year                       |   |
| *Off Street increase by \$0.05 cent per year                      |   |
| Parking Deck - All Day  | \$18.00   |
| *Increase by \$0.05 cent per year                                 |   |
| Lost Ticket Fee   | \$20.00   |

# PARKING FEES

Service

Fee

## **USE OF FIVE POINTS PLAZA PARKING LOT - UPTOWN GREENVILLE**

The City of Greenville welcomes persons, organizations or groups to use the Five Points Plaza for various purposes provided that the proposed use enhances the vibrancy of the Uptown District and generates increased patronage of the Uptown businesses and venues. The nature and scheduling of all activities must be approved by the *Five Points Plaza Activities Committee*. A “Special Event Permit Application” must be completed and signed by the applicant. Applications may be submitted online through the City’s website by visiting [www.greenvillenc.gov/fivepoints](http://www.greenvillenc.gov/fivepoints) or a hard copy may be picked up at Greenville City Hall, 200 West Fifth Street.

The application packet contains “*Rules for Use of the Five Points Plaza*”, a listing of other information and documents required as a part of the application process, and the fees associated with the use of Five Points Plaza. Applications must be submitted a maximum of 10 months prior to the event and a minimum of 4 months (120 days) prior to the event. Please allow 14 days from the submission date of the application packet for review and approval processes by the committee. All fees are due at the time application is made and are refundable should the request be denied, less a \$25 non-refundable processing fee.

## **PARKING PENALTIES**

| Service  | Fee     |
|--|---------|
| <b>Overtime Parking Uptown</b>   |         |
| If Paid Within 10 Calendar Days - Second Offense                             | \$10.00 |
| If Paid Within 10 Calendar Days - Third Offense (and thereafter)             | \$20.00 |
| If Paid Between the 11th Calendar Day After Issuance and the 30th Day        | \$25.00 |
| If Paid After 30 Days  | \$40.00 |
| <b>Overtime Parking Residential &amp; All Areas Not Otherwise Designated</b> |         |
| If Paid Within 10 Calendar Days  | \$20.00 |
| If Paid Between the 11th Calendar Day After Issuance and the 30th Day        | \$35.00 |
| If Paid After 30 Days  | \$50.00 |
| <b>Illegal Parking Uptown</b>  |         |
| If Paid Within 10 Calendar Days  | \$15.00 |
| If Paid Between the 11th Calendar Day After Issuance and the 30th Day        | \$20.00 |
| If Paid After 30 Days  | \$25.00 |
| <b>Illegal Parking Residential &amp; All Areas Not Otherwise Designated</b>  |         |
| If Paid Within 10 Calendar Days  | \$20.00 |
| If Paid Between the 11th Calendar Day After Issuance and the 30th Day        | \$35.00 |
| If Paid After 30 Days  | \$50.00 |
| <b>Parking in a Fire Lane</b>  |         |
| If Paid Within 10 Calendar Days  | \$50.00 |
| If Paid Between the 11th Calendar Day After Issuance and the 30th Day        | \$65.00 |
| If Paid After 30 Days  | \$80.00 |

## **PARKING PENALTIES**

| Service  | Fee                    |
|--|------------------------|
| <b>Designated Handicap Spaces</b>  |                        |
| If Paid Within 10 Calendar Days  | \$100.00               |
| If Paid Between the 11th Calendar Day After Issuance and the 30th Day  | \$150.00               |
| If Paid After 30 Days  | \$200.00               |
| If Paid After 60 Days  | \$250.00               |
| <b>Parking on Unimproved Surface (residential)</b>   |                        |
|  | \$25.00 per occurrence |
| <b>Penalties for Violation of Traffic Regulations</b>  |                        |
| All Violations of Articles D through K of Title 10, Chapter 2 of Ordinance #00-111, Unless Otherwise Specified | \$50.00                |
|  |                        |
|  |                        |

# PLANNING FEES

| Service   | Fee   |
|---|---|
| ABC Application Zoning Compliance Review  | \$50.00   |
| Preliminary Plat  | \$550 base fee \$50 per acre or additional major fraction thereof <b>Min \$600</b>  |
| Final Plat (Including Minor Subdivisions)   | \$440 base fee plus \$50 per acre or additional major fraction thereof <b>Min \$490</b>   |
| Rezoning  | \$650 base fee plus \$50 per acre or additional major fraction thereof <b>Min \$700</b>   |
| Board of Adjustment Case  | \$385 flat fee for residential related special use permits included under Sec 9-4-78 (f)(2) & (3); \$50 flat fee for an appeal of an administrative decision to issue a citation for parking on an unimproved surface as a violation of a parking area surface material requirement as set forth in Section 9-4-248 (a): All other cases <b>\$500 flat fee</b> ; refund of Appeals of Administrative Decisions or Interpretation case fee where the Board of Adjustment finds in favor of the applicant |
| Board of Adjustment Renewal Case  | \$275.00  |
| Special Use Permit Renewals for Public or Private Clubs and Billiard Parlors or Pool Halls in any Zoning District |   |
| Site Plan   | \$545 base fee plus \$50 per acre or additional major fraction thereof <b>Min \$595</b>   |
| Landscape Plan  | 1st Inspection: \$110 base fee plus \$25 per acre or additional major fraction thereof ( <b>\$130 minimum</b> ) not to exceed \$500; Each additional inspection, \$75 flat fee  |
| <b>NOTE: Planning fees are based on the minimum charge</b>  |   |

## **PLANNING FEES**

| <b>Service</b>   | <b>Fee</b>                                   |
|--|--|
| Preliminary Plat - Minor Alterations   | \$363.00 plus \$50/acre                      |
| Final Plat - Minor Alterations   | \$484.00 plus \$50/acre                      |
| Site Plan - Minor Alterations  | \$363.00 Flat Fee                            |
| Landscape Plan - Minor Alterations   | \$182.00 Flat Fee                            |
| Landscape Plan Inspection  | \$231.00                                     |
| Street Name Change   | \$484.00 Base Fee + \$10.00/certified notice |
| Amendments (Zoning/Subdivision Text, Comprehensive Plan)   | \$600.00 Flat Fee                            |
| Annexation; Petition (voluntary)   | \$600.00 Flat Fee                            |
| Planning & Zoning Commission Special Use Permit (Planned Unit Development-PUD; Land Use Intensity-LUI)   | \$968.00 Flat Fee                            |
| Zoning Compliance Letter   | \$50.00 Flat Fee                             |
| Certificate of Appropriateness (COA) Major Works   | \$20.00 Flat Fee                             |
| Certificate of Appropriateness (COA) Major Works - After the Fact  | \$75.00                                      |
| Commercial Plot Plan Review  | \$150.00                                     |
| Zoning Certificate Letter  | \$25.00                                      |
| Temporary Activity Permit  | \$25.00                                      |
| <b><u>Maps from the Planning Department:</u></b>   |  |
| Small  | \$20.00                                      |
| Medium   | \$25.00                                      |
| Large  | \$35.00                                      |
| Special Request (May Require Multiple Data Layers)<br>If the time exceeds 30 minutes in designing a special request map, then a programming fee of \$25.00 per hour will be applied. |  |



## POLICE FEES

| Service  | Fee  |
|--|--|
| <b>Accident Report</b>   |  |
| First Copy Only for Driver/Individual Involved   | No Charge  |
| Additional Accident Copies and all Incident Copies   | \$5.00   |
| Mail Order Requests (Fee to Cover Postage, Envelope, Stationery and Storage)   | Additional \$5.00  |
| <b>Alarm Permit</b>  |  |
| First Year   | \$15.00  |
| Subsequent Years   | \$5.00 per year  |
| <b>Crosswalk Enforcement Zone Violation</b>  |  |
| If Paid Within 10 Calendar Days  | \$20.00  |
| If Paid Between the 11th Calendar Day After Issuance and the 30th day  | \$35.00  |
| If Paid After 30 Days  | \$50.00  |
| Fingerprinting   | \$15.00  |
| Outdoor Amplified Sound (Noise) Permit*  | \$50.00  |
| Parade Permit*   | \$100.00   |
| Parade Staffing*   | \$40.00/per hour per Officer<br>Minimum of 3 hours per parade<br>\$25.00/per vehicle per event |
| <p>*There shall be no fee charged for a parade permit, parade staffing, off-duty officers, temporary street closing application, and outdoor amplified sound permit for the following:</p> <ul style="list-style-type: none"> <li>-Veteran's Day Parade</li> <li>-Memorial Day Parade (in the event a Memorial Day parade occurs)</li> </ul> <p>Permits will still be required to be obtained from the City but with no fee.</p> |  |
| <p>*There shall be no fee charged for parade staffing and off-duty officers for the following:</p> <ul style="list-style-type: none"> <li>-Christmas Parade</li> <li>-ECU Homecoming Parade</li> <li>-Martin Luther King Jr. Day march</li> </ul> <p>Fees will continue to be charged for a parade permit, temporary street closing application, and outdoor amplified sound permit.</p>   |  |
| <p>*All fees shall be charged for other processions which are parades. This includes:</p> <ul style="list-style-type: none"> <li>-St. Patrick's Day Parade</li> <li>-Road Races</li> </ul>   |  |

## POLICE FEES

| Service  | Fee   |
|--|---|
| *There is no fee charged for use of a recreation facility and for off-duty officers, temporary street closing application, and outdoor amplified sound permit for the following: |   |
| -Veteran's Day ceremonies at the Town Common   |   |
| -Memorial Day ceremonies at the Town Common  |   |
| -Fireworks display on the 4 <sup>th</sup> of July at the Town Common   |   |
| -PirateFest  |   |
| Solicitation Permit  | \$30.00                                     |
| Taxicab Annual Inspection  | \$20.00                                     |
| Taxi License Initial Application   | \$30.00                                     |
| Taxi License Renewal Application   | \$19.00                                     |
| Peddler's License Application Fee  | \$60.00 + \$14.00 money order               |
| Itinerant Merchant License   | \$374.00                                    |
| Itinerant Merchant License Renewal   | \$219.00                                    |
| Towing Administrative Fee  | \$30.00                                     |
| Towing Operator Inspection Fee   | \$25.00                                     |
| Wrecker  | \$20.00                                     |
| <b>Off-Duty Fee</b>  | <b>Officer      Supervisor      Premium</b> |
| Rate Paid to Employee by City  | \$40.00      \$45.00      \$50.00           |
| Administrative Fee   | \$3.00      \$3.00      \$3.00              |
| Extra Duty Solution (EDS)  | \$3.38      \$3.77      \$4.17              |
| Total  | \$46.38      \$51.77      \$57.17           |
| <b>Police Athletic League (PAL) After-School Program</b>   |   |
| One Semester   | \$50.00                                     |
| Two Semesters  | \$80.00                                     |
| Summer Camp  | \$50.00                                     |
| Spring Break   | \$25.00                                     |
| Late Pick-up Fee   | \$5.00 - \$10.00                            |
| <b>Precious Metals Dealer</b>  |   |
| Dealer Fee   | \$180.00                                    |
| Background Fee   | \$38.00                                     |

# **POLICE FEES**

## **Service**

|   |                  |
|---|------------------|
| <b>Precious Metal Dealer - Co-owner Supplement</b>        |                  |
| Background Fee  | \$38.00          |
| <b>Precious Metal Dealer - Employee Registration Form</b> |                  |
| Background Fee  | \$10.00          |
| Each Subsequent Year                                      | \$38.00 + \$3.00 |

## **PUBLIC TRANSPORTATION FEES**

| <b>Service</b>  | <b>Fee</b> |
|---|------------|
| <b>GREAT Bus &amp; Transit Vehicle Fares and Passes</b>   |            |
| Single Fare One-Way Ride  |            |
| Standard (Adults & Children over 44 inches in height)   | \$1.00     |
| Discounted (Adults 65+ & People with Disabilities)  | \$0.50     |
| Day Pass Unlimited Rides  |            |
| Standard (Adults & Children over 44 inches in height)   | \$2.00     |
| Discounted (Adults 65+ & People with Disabilities)  | \$1.00     |
| 22-Ride Punch Pass  |            |
| Standard (Adults & Children over 44 inches in height)   | \$20.00    |
| Discounted (Adults 65+ & People with Disabilities)  | \$10.00    |
| 44-Ride Punch Pass  |            |
| Standard (Adults & Children over 44 inches in height)   | \$40.00    |
| Discounted (Adults 65+ & People with Disabilities)  | \$20.00    |
| Transfers   |            |
| Military Veteran with service-connected disability  | Free       |
| Children under 44 inches in height with a supervising adult   | Free       |
| Kid's Summer Pass (Ages 6 to 16)  |            |
|   | \$15.00    |
| <b>Paratransit Per Trip</b>   |            |
|   | \$2.00     |
| Paratransit riders must be unable to access the GREAT bus due to a disability. Riders must complete an eligibility application for paratransit service. |            |

## **PUBLICATIONS FEES**

| Service  | Fee      |
|--|----------|
| Many publications listed below can be accessed at <a href="http://www.greenvillenc.gov">www.greenvillenc.gov</a> | Free     |
|  |          |
| Audit  | \$25.00  |
| Budget   | \$25.00  |
| Capital Improvement Program  | \$15.00  |
| City Code  | \$125.00 |
| City Code Supplement   | \$30.00  |
| Comprehensive Plan (on disk)   | \$40.00  |
| Driveway Ordinance   | \$3.00   |
| Economic Base Report   | \$15.00  |
| Erosion Control Ordinance  | \$3.00   |
| Flood Damage Prevention Ordinance  | \$3.00   |
| Land Development Ordinance (on disk)   | \$10.00  |
| Landscape Ordinance  | \$5.00   |
| Manual of Fees   | \$10.00  |
| Manual of Standard Designs and Details (MSDD)  | \$15.00  |
| MSDD Shipping Fee  | \$3.00   |
| Minority/Women Business Enterprise (MWBE) Directory  | \$25.00  |
| Noise Ordinance  | \$5.00   |
| Parking Ordinance  | \$5.00   |
| Pay Plan   | \$5.00   |
| Personnel Policies Manual  | \$10.00  |
| Purchasing Procedures Manual   | \$10.00  |
| Reports, manuals, and other official documents not listed  | \$10.00  |
| Schedule of Traffic Regulations  | \$30.00  |
| Special District Report  | \$5.00   |
| Storm Drainage Ordinance   | \$1.50   |
| Street List  | \$3.00   |
| Subdivision List   | \$3.00   |
| Subdivision Ordinance  | \$10.00  |
| Zoning Ordinance   | \$40.00  |
| Zoning Ordinance Supplements   | \$10.00  |

## RECREATION & PARKS FEES

| Service  | Fee   |
|--|---|
| <b>River Park North</b>                              |   |
| Pedal Boat Rental Individual                         | \$5 R/ \$7 NR - 30 minutes  |
| Group Pedal Boat Rental (Six Boats)                  | \$60 R/ \$90 NR - per hour  |
| Science & Nature Center Admission                    | \$1 R/ \$1.50 NR (Under 12)<br>\$2 R/ \$3 NR (12 & Over)  |
| Boat Launch Fees                                     | \$2 R/ \$4 NR   |
| Camping Fee  | \$4 R/ \$8 NR - per person fee for groups over 12<br>\$10 R/ \$15 NR - per campsite                                     |
| Jon Boat Rental                                      | \$9 R/ \$12 NR - 3 hours  |
| Fishing Permit                                       |   |
| Annual   | \$12 R/ \$24 NR   |
| Daily  | \$1.50 R/ \$3 NR  |
| Lifetime Senior Fishing Pass (Born after 7/1/1956)   | \$15  |
| Permanently Disabled Public/Veteran Lifetime License | \$10 - lifetime   |
| Large Shelter Reservation                            | See Shelter Reservations (page 31)  |
| Small Shelter Reservation                            | See Shelter Reservations (page 31)  |
| Cleanup Fee  | See Shelter Reservations (page 31)  |
| Kayak Rental   | \$9 R/ \$12 NR - 3 Hours  |
| Group Kayak Rental (Seven Kayaks)                    | \$35 R/ \$50 NR - per hour  |
| RPN Enclosed Camping Platform                        | \$20 R/ \$30 NR - per night   |
| RPN Platform Gear Transport Fee                      | \$10  |
| <b>Adult Recreation and Fitness</b>                  |   |
| Karate/Self Defense                                  | \$0 - \$200 R/ \$0 - \$300 NR   |
| Weightlifting  |   |
| Ladies Exercise                                      |   |
| Adult Dance  |   |
| Pickleball   |   |
| Pickleball Courts                                    | Class I - \$15 R / \$20 NR - per hour<br>Class II - \$9 R / \$12 NR - per hour<br>Class III - \$5 R / \$8 NR - per hour |
| <b>Riverbirch Tennis Center</b>                      |   |
| Adult Tennis Lessons                                 | \$0 - \$200 R / \$0 - \$300 NR  |
| Youth Tennis Lessons                                 | \$0 - \$50 R / \$0 - \$75 NR  |
| Ball Machine   | \$10 per hour   |
| Tennis Courts  | Class I - \$15 R / \$20 NR - per hour<br>Class II - \$9 R / \$12 NR - per hour<br>Class III - \$5 R / \$8 NR - per hour |

## RECREATION & PARKS FEES

| Service                                     | Fee   |
|---|---|
| <b>Sports Connection</b>                    |   |
| Entrance (Walk-Ins)                         | \$1 - \$150 R/ \$1 - \$225 NR               |
| Gym Rental Fee (deposit \$50)               | \$50 - 1.5 hours R/ \$75 - 1.5 hours NR     |
| Court Rental Fee                            | \$10 R/ \$15 NR - hour for half court       |
| Tokens for Batting Cage (1-12 rounds)       | \$.50 - \$10.00 each                        |
| Pitching / Hitting Lessons Packages         | \$20 - half hour R/ \$30 - half hour NR     |
| Birthday Parties                            | \$100 - \$300 R/ \$150 - \$450 NR           |
| Sports Clinics                              | \$1 - \$150 R/ \$1 - \$225 NR               |
| Youth & Adult Programs                      | \$1 - \$150 R/ \$1 - \$225 NR               |
| Cages & Pitching Tunnel                     | \$10 per half hour                          |
| <b>Art Classes</b>                          |   |
|   | \$20 - \$250 R/ \$30 - \$375 NR             |
| Ceramics Classes                            |   |
| Dance                                       |   |
| Decorative Arts                             |   |
| Drawing & Painting                          |   |
| Fiber Arts                                  |   |
| Potters Club                                |   |
| Workshops                                   |   |
| Youth Arts & Crafts                         |   |
| <b>Public Outdoor Pool (Community Pool)</b> |   |
| <b>Admission</b>                            | \$2-\$6 Daily R/ \$10-\$100 Season Pass R   |
|   | \$3-\$9 Daily NR/ \$15-\$150 Season Pass NR |
| <b>Aquatic Programs</b>                     |   |
|   | \$0 - \$200 R/ \$0 - \$300 NR               |
| Camps                                       |   |
| Swimming Lessons                            |   |
| Swim Team                                   |   |
| Life Guard Training                         |   |
| <b>Specialized Recreation</b>               |   |
|   | \$20 - \$100 R/ \$30 - \$150 NR             |
| Creative Oasis                              |   |
| Seasonal dances                             |   |

# **RECREATION & PARKS FEES**

| Service                                 | Fee   |
|---|---|
| <b>Youth Sports</b>                     | \$0 - \$90 R/ \$0 - \$130 NR                              |
| Baseball - Small Fry, Mini Fry, Big Fry |   |
| Basketball                              |   |
| Flag Football                           |   |
| Future Stars Soccer                     |   |
| Running/Track and Field Programs        |   |
| Tennis Programs                         |   |
| Various Sports Clinics                  |   |
| <b>Adult Sports</b>                     | \$75 - \$750 Team Fee                                     |
|   | \$0 - \$50 R/ \$15 - \$75 NR Individual Participation Fee |
| Adult Dodgeball                         |   |
| Adult Softball Leagues                  |   |
| Adult Summer Basketball                 |   |
| Adult Tennis Programs                   |   |
| Basketball Leagues                      |   |
| Basketball Program                      |   |
| Flag Football Leagues                   |   |
| Kickball Leagues                        |   |
| Running Programs                        |   |
| Wiffleball Leagues                      |   |
| Pickleball Leagues & Clinics            |   |
| Parking                                 | \$5 - \$35 R/ \$150 - \$225 NR - Season pass per vehicle  |
| <b>Vendor Fees</b>                      | \$0 - \$500/month   |
| Special Events                          | See pages 36-37 for Special Events                        |
| Concession Services in Parks            |   |
| <b>Summer Camps/Programs</b>            | \$0 - \$175 R/ \$0 - \$263 NR - per week                  |
| Art Camps                               |   |
| Day Camps                               |   |
| Junior Counselor Program                |   |
| Outdoor Living Skills / Nature          |   |
| Sports Camps                            |   |



## **RECREATION & PARKS FEES**

| <b>Service</b>   | <b>Fee</b>                             |
|--|--|
| <b>Senior Recreational Programs</b>  | \$0 - \$4,000 R/ \$0 - \$6,000 NR      |
| Bridge Classes   |  |
| Exercise Classes   |  |
| Instructional Classes  |  |
| Senior Olympics  |  |
| Senior Clubs   |  |
| Trips  |  |
|  |  |
|  |  |
| <b>CLASS DEFINITIONS FOR RENTAL RATES BELOW</b>  |  |
| <b>Class I</b> - Any event for which admission is charged or any other type of compensation is realized including donations. This class does not include non-profit organizations. All Class I rentals must receive administrative approval. |  |
| <b>Class II</b> - Any event where no admission is charged nor any other type of compensation is realized.  |  |
| <b>Class III</b> - Any event hosted by an organization which can provide proof of non-profit/federal tax-exempt status.  |  |
|  |  |
| <b>Town Common Amenities</b>   | Class I - \$400 - \$1,000 / day R      |
| Call 329-4567  | Class I - \$600 - \$1,500 / day NR     |
| Includes facilities such as:   | Class II - \$100 - \$600 / day R       |
| Amphitheater,  | Class II - \$200 - \$900 / day NR      |
| Sycamore Hill Gateway Plaza  | Class III - \$75 - \$200 / day R       |
|  | Class III - \$150 - \$350 / day NR     |
| Staff if necessary   | \$35 per hour staff fee                |
|  |  |
| <b>Barnes-Ebron -Taft Building at Greenfield Terrace</b>   | Class I - \$75 R/ \$113 NR - per hour  |
| <b>(Deposit \$50)</b>  | Class II - \$45 R/ \$68 NR - per hour  |
|  | Class III - \$35 R/ \$38 NR - per hour |
|  |  |

## **RECREATION & PARKS FEES**

| <b>Service</b>   | <b>Fee</b>                                   |
|--|--|
| <b>Meeting Rooms (Damage Deposit \$50)</b>                     | Class I - \$75 R/ \$113 NR - per hour        |
| Multipurpose Rooms   | Class II - \$40 R/ \$60 NR - per hour        |
| Jaycee Park Auditorium   | Class III - \$15 R/ \$23 NR - per hour       |
| Elm Street Center  |  |
| <b>Bradford Creek Public Golf Course Clubhouse</b>             |  |
| Call 329-GOLF  | \$100 - \$200/hr; \$100 Deposit              |
| <b>Boyd Lee Park Beach Volleyball Courts (price per court)</b> | Class I - \$35 R/ \$53 NR - per hour         |
| Call 329-4550  | Class II - \$18 R/ \$27 NR - per hour        |
|  | Class III - \$7 R/ \$11 NR - per hour        |
| <b>Greenville Outdoor Aquatic Center</b>                       | Class I - \$200 R/ \$300 NR- per 2 hour      |
| Call 329-4041  | Class II - \$100 R/ \$150 NR - per 2 hour    |
| *Available during non-operating hours                          | Class III - \$50 R/ \$75 NR - per 2 hour     |
| <b>Elm Street Lawn Games Area</b>                              | \$35 / hr; Staff may be required             |
| Call 329-4550  |  |
| <b>Greenville Aquatics &amp; Fitness Center</b>                | Varies                                       |
| (Gym, Gym & Pool, Pool, Entire Facility)                       |  |
| Call 329-4041 for details                                      |  |
| <b>Guy Smith Stadium</b>                                       | Class I - \$300 R/ \$450 NR - per day        |
| Call 329-4550  | Class II - \$200 R/ \$300 NR - per day       |
|  | Class III - \$100 R/ \$150 NR - per day      |
|  | All Classes - \$35/per hour light fee        |
|  | All Classes - \$30/marketing fee             |
| <b>Sarah Vaughn Field of Dreams</b>                            | Class I - \$60 R/ \$90 NR - per hour         |
|  | Class II - \$30 R/ \$45 NR - per hour        |
|  | Class III - \$15 R/ \$23 NR - per hour       |
| <b>Town Common Pedestrian Bridge</b>                           | Class I - \$380-600 R/ \$570-900 NR          |
| *Contact 329-4567 for details*                                 | Class II - \$130-200 R/ \$195-300 NR         |
|  | Class III - \$40-80R / \$60-120 NR - per day |
|  | Plus \$35/hour Staffing Fee if required      |
| Bridge Lighting  | \$40/per request                             |

## RECREATION & PARKS FEES

| Service  | Fee  |
|--|--|
| <b>Softball / Baseball / Cricket Field Rentals</b>         | Class I - \$30 R/ \$45 NR – per hour                                       |
| Call 329-4550  | Class II - \$20 R/ \$30 NR – per hour                                      |
|  | Class III - \$10 R/ \$15 NR – per hour                                     |
|  |  |
| <b>Soccer / Lacrosse / Football Multipurpose Fields</b>    | Class I - \$30 R/ \$45 NR – per hour                                       |
|  | Class II - \$20 R/ \$30 NR – per hour                                      |
|  | Class III - \$10 R/ \$15 NR – per hour                                     |
|  | \$35 lights – per hour   |
|  | \$30 field marking fee – per field   |
| Special Services   | All Classes - \$35/ per hour light fee<br>All Classes - \$100/ marking fee |
| <b>Gymnasiums (Deposit \$50)</b>                           | Class I - \$100 R/ \$150 NR – per hour                                     |
| Drew Steele  | Class II - \$50 R/ \$75 NR – per hour                                      |
| Eppes  | Class III - \$25 R/ \$38 NR – per hour                                     |
| H. Boyd Lee  |  |
| South Greenville   |  |
| <b>Skate Park / Roller Hockey Rink at Jaycee Park</b>      | Class I - \$100 R/ \$150 NR – per hour                                     |
|  | Class II - \$50 R/ \$75 NR – per hour                                      |
|  | Class III - \$25 R/ \$38 NR – per hour                                     |
|  |  |
| Family Rental for Athletic Tournaments                     | Tournament Rates   |
| Call 329-4550  |  |
| <b>Science &amp; Nature Center Facility (Deposit \$50)</b> |  |
| Deck & Surrounding   | \$25 R/ \$37 NR – per hour   |
| Classroom  | \$50 R/ \$75 NR – per hour   |
| Theatre  | \$75 R/ \$112 NR – per hour  |
| Entire Facility (6) Tables, (50) Chairs                    | \$375 R/ \$563 NR – 8 hours  |
|  | \$290 R/ \$435 NR – 3 hours  |
|  | Plus \$35/hour Staffing fee per event                                      |

## RECREATION & PARKS FEES

| Service   | Fee  |
|---|--|
| Class Definitions do not apply for Shelter Reservations   |  |
| <b>Shelter Reservations</b>   |  |
| Rates are determined by half day and full day rentals   |  |
| <ul style="list-style-type: none"> <li>• In-Season (March – October)               <ul style="list-style-type: none"> <li>○ Half day rentals are 8 am-2:30 pm or 3:00 pm-dark</li> <li>○ Full day rentals are 8 am-dark</li> </ul> </li> <li>• Off-season (November – February)               <ul style="list-style-type: none"> <li>○ Full day rentals are 8 am-dark, at in-season half day rates</li> </ul> </li> </ul> |  |
| Large Picnic Shelters   | Half Day Rentals: \$50 R / \$75 NR<br>Full Day Rentals: \$90 R / \$135 NR<br>Plus \$35/hour Staffing fee if required |
| Small Picnic Shelters   | Half Day Rentals: \$40 R / \$60 NR<br>Full Day Rentals: \$60 R / \$90 NR<br>Plus \$35/hour Staffing fee if required  |
| Pavilion at Town Common<br>(Times may vary)   | *Hourly Rental Rate: \$60 R / \$90 NR<br>*Two Hour Minimum   |
| Pavilion at Wildwood Park<br>(Times may vary)   | *Hourly Rental Rate: \$100 R / \$150 NR<br>*Two Hour Minimum<br>Plus \$35/hour Staffing Fee if required              |
| Shelter Clean-up fees   | Groups of 75 or more: \$100<br>Groups of 200 or more: \$200  |
| <b>Extras:</b>  |  |
| Key Fobs for Recreation Centers<br>All Recreation Centers   | First Replacement is free, \$1 for 2 <sup>nd</sup>   |
| Press Box; Scoreboard / Panel Box<br>Call 329-4550  | \$50 (up to 4 hrs); \$10 per hour staff fee  |
| Staging<br>For more information, call 329-4543  | \$35 for 4' x 8' section<br>Plus \$35/hour Staffing fee if required  |

## **RECREATION & PARKS FEES**

| Service   | Fee     |
|---|---------|
| Application for service and sale of malt beverages and unfortified wine pursuant to the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities  | \$50.00 |
| <p><b>NOTE: As a result of the diversity of opportunities provided, programs may be added or dropped at any time and, therefore, the fees are subject to change as approved by the Recreation &amp; Parks Commission. Additionally, the Recreation &amp; Parks Commission may waive, in whole or in part, fees which are related to programs conducted in cooperation with another organization or individual which is assuming all or a portion of the expense of the program.</b></p> <p><b>R means City Resident, NR means Non-City Resident.</b></p> <p><b>Non Resident Fees equal 150% of Resident Fees unless otherwise indicated. Recreation &amp; Parks programs listed are examples and are not inclusive of all offerings at all times.</b></p> |         |

# GREENVILLE AQUATICS & FITNESS CENTER (GAFC)

| Service                                      | Fee  |
|--|--|
| Family Membership (City Employee)            | \$12/per pay period                                      |
| Family Membership (GUC Employee)             | \$12/per pay period                                      |
| GAFC Recreational Programming                | \$0 - \$200/Members<br>\$0 - \$300/ Non-members          |
|  | \$0 - \$400 / Non-member/ Resident<br>(Effective 9/1/12) |
| Membership Application Fees                  | \$0 - \$100  |
| Walk-in Fees                                 | \$0 - \$12   |
| Amenities/Concessions:                       | \$0 - \$40 per use                                       |
| Includes: Towels, Locks, Snacks, Fruit, etc. |  |

| Membership Type for Residents                              | Yearly Fees   | Quarterly Fees | Monthly Draft Fee |
|--|---------------|----------------|-------------------|
| Family<br>Individual<br>Young Adult<br>Senior<br>Corporate | \$220 - \$615 | \$60 - 238     | \$19 - \$185      |
| Membership Type for Non-Residents                          | Yearly Fees   | Quarterly Fees | Monthly Draft Fee |
| Family<br>Individual<br>Young Adult<br>Senior<br>Corporate | \$275 - \$770 | \$75 - \$273   | \$23.75 - \$219   |

|                  |                             |
|------------------|-----------------------------|
| Temporary Passes |                             |
| One Week         | \$20/Individual/\$35 Family |
| One Month        | \$25-\$60 R/\$31.25-\$75 NR |
| One Month (Pool) | \$35 R/\$52 NR              |

## **SANITATION FEES**

| Service                            | Fee   |
|------------------------------------|---|
| Refuse Fee-Curbside Pickup (Basic) | \$16.00/per month   |
| Multi-Family Containers            | \$16.00/per month   |
| Containers 6 or 8 Yards            | \$250.00 over cost Rounded to nearest dollar                      |
| Roll Out Carts                     | \$85.00   |
| Each Additional Curbside Container | \$5.00 per month  |
| Yard Waste over 4 Cubic Yards      | \$25.00 per collection  |
| Sanitation Nuisance Abatement Fee  | \$150.00 for the first hour and \$125.00 for each additional hour |

## **SPECIAL EVENTS**

\*Go to [www.greenvillenc.gov](http://www.greenvillenc.gov) to view Special Events Policy & Procedures – fees below are directly related to activities identified as “special events”.

| <b>Event Type</b>               | <b>Application Fee</b> | <b>Permit Fee</b> | <b>Refundable Deposit</b> | <b>Late Fee</b> |
|---------------------------------|------------------------|-------------------|---------------------------|-----------------|
| Parade                          | \$100.00               | \$100.00          | \$200.00                  | \$250.00        |
| Race 5k or Less                 | \$100.00               | \$100.00          | \$100.00                  | \$250.00        |
| More than 5k Race               | \$100.00               | \$250.00          | \$100.00                  | \$250.00        |
| Neighborhood Block Party        | \$50.00                | \$0.00            | \$200.00                  | \$75.00         |
| General Event                   | \$100.00               | \$250.00          | \$100.00                  | \$250.00        |
| Festivals                       | \$100.00               | \$100.00          | \$500.00                  | \$250.00        |
| Concerts                        | \$100.00               | \$250.00          | \$500.00                  | \$250.00        |
| Outdoor Amplified Sound (Noise) | \$50.00                | \$50.00           | N/A                       | N/A             |
| Temporary Street Closing        | \$50.00                | \$50.00           | N/A                       | N/A             |

| <b>Police Off-Duty Fees</b> |   |                   |                |
|-----------------------------|---|-------------------|----------------|
|                             | <b>Officer</b>  | <b>Supervisor</b> | <b>Premium</b> |
| Rate per Hour               | \$40.00   | \$50.00           | \$50.00        |
| Parade Staffing             | \$40.00 per Hour per Officer (Minimum 3 Hours per Parade) + \$25.00 per Vehicle per Event |                   |                |

| <b>Fire / Rescue Stand-By Fire Fees</b> |  |
|---|--|
| Base Charge per EMS Unit                | \$100.00 (# of Units Required Based on Attendance) |
| Fire / EMS Staff per Unit               | \$40.00 per Hour per Staff Member                  |
|   | Minimum of 2.00 Staff Members Per Truck            |

| <b>Attendance Range</b> | <b>Fire / Rescue Units Required</b> |                           |
|-------------------------|-------------------------------------|---------------------------|
|                         | <b>NON ABC Event</b>                | <b>ABC Event</b>          |
| 0 - 5,000               | 1                                   | 1 - 2                     |
| 5,001 - 10,000          | 1 - 3                               | 1 - 4                     |
| Over 10,000             | # Determined by F/R Chief           | # Determined by F/R Chief |

| <b>Crowd Managers</b>      |  |
|----------------------------|--|
| <b>Number of Attendees</b> | <b>Number of Required Crowd Managers</b> |
| 250                        | 1  |



## **SPECIAL EVENTS**

| <b>Public Works Roll-Out Carts / Trash Cans / Barricades</b> |   |         |                 |
|--|---|---------|-----------------|
| Barricade(s)   | Traffic Cones                             | 1 - 25  | \$50.00         |
|  |   | 26 - 49 | \$100.00        |
|  |   | > 50    | \$150.00        |
|  | Bike Racks                                |         | \$20.00 Each    |
|  | Type I, II, and/or III Traffic Barricades |         | \$30.00 Each    |
|  | Water Barricades                          |         | \$50.00 Each    |
|  | Traffic Plan / Road Closure Review        |         | \$40.00 per Hr  |
| Sanitation   | Recycling Carts / Cans                    |         | \$20.00 per Set |
|  | Trash Cans                                |         |                 |
|  | Street Sweeper (Truck + Labor)            |         | \$100.00 per Hr |
| Electrical   | Usage Fee                                 |         | \$100.00        |
|  | Technician / Contract Assistance          |         | \$100.00        |

## **STORMWATER FEES**

| Service | Fee |
|---------|-----|
|---------|-----|

|                                 |                           |
|---------------------------------|---------------------------|
| <b>Stormwater Utility Fees*</b> | \$8.35 per unit per month |
|---------------------------------|---------------------------|

\*For each equivalent rate unit, as defined by Section 8-3-2 of the Greenville City Code, there shall be a service charge per month for the purposes of supporting stormwater management programs and structural and natural stormwater and drainage systems, said charge to be effective on and after July 1, 2003. One unit equals 2,000 square feet.

**STREETS FEES**

| Service  | Fee                          |
|--|------------------------------|
| Administrative Fee per Utility Cut Permit Request                      | \$100.00                     |
| Labor, Material and Equipment cost associated with Utility Cut Repairs | Current market-based pricing |
|  |                              |

## **TAXICAB FARES**

**Taxicabs operating within the jurisdictional city limits may elect to charge fares and fees by the installation and use of a taximeter or by use of the approved zone map and the fares and fees provided herein. The election decision is made by the franchise holder and will apply to all taxicabs operating under the particular franchise.**

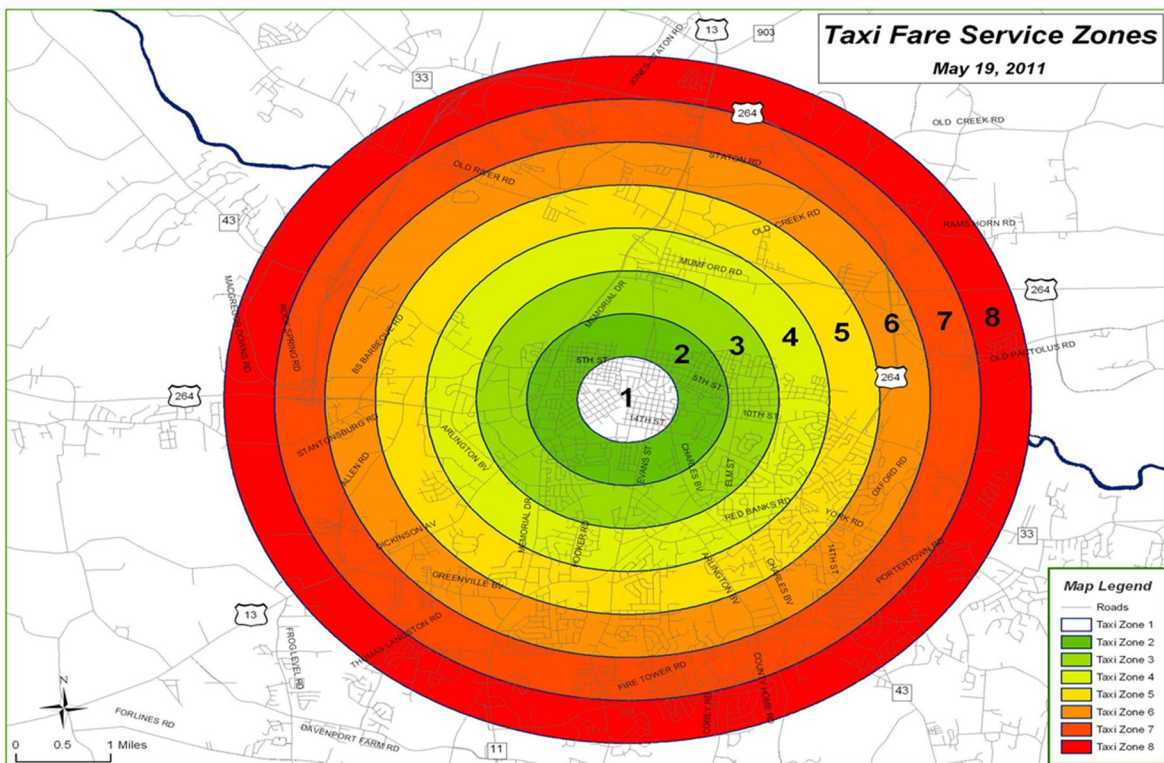
| <b>Taximeter Rates and Fees:</b>                   |        |
|--|--------|
| Drop Fee   | \$2.75 |
| Per 1/6th of Mile                                  | \$0.25 |
| Surcharge Night Time from 11 PM to 6 AM per Person | \$0.50 |
| Per Minute Wait Time at Fare's Request             | \$0.30 |
| Per Luggage Bag Over Two                           | \$1.25 |
| Per Person Over First Two                          | \$2.00 |
| Per Trunk or Large Suitcase                        | \$0.10 |
| <b>Pedi-cab Rates and Fees:</b>                    |        |
| Per Person per 1/2 mile or Fraction Thereof        | \$1.50 |
| Per Minute Wait Time at Fare's Request             | \$0.30 |
| Per Luggage Bag Over Two                           | \$1.25 |
| Per Person Over First Two                          | \$2.00 |
| Per Trunk or Large Suitcase                        | \$2.00 |
| Per Grocery Bag Over 3                             | \$0.10 |

# TAXICAB ZONE FARES

The following rates shall be applicable for each standard zone fare:

| ZONES | 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    |
|-------|------|------|------|------|------|------|------|------|
| 1     | 6.00 | 6.35 | 6.70 | 7.05 | 7.40 | 7.75 | 8.10 | 8.50 |
| 2     | 6.35 | 6.35 | 6.70 | 7.05 | 7.40 | 7.75 | 8.10 | 8.50 |
| 3     | 6.70 | 6.70 | 6.70 | 7.05 | 7.40 | 7.75 | 8.10 | 8.50 |
| 4     | 7.05 | 7.05 | 7.05 | 7.05 | 7.40 | 7.75 | 8.10 | 8.50 |
| 5     | 7.40 | 7.40 | 7.40 | 7.40 | 7.40 | 7.75 | 8.10 | 8.50 |
| 6     | 7.75 | 7.75 | 7.75 | 7.75 | 7.75 | 7.75 | 8.10 | 8.50 |
| 7     | 8.10 | 8.10 | 8.10 | 8.10 | 8.10 | 8.10 | 8.10 | 8.50 |
| 8     | 8.50 | 8.50 | 8.50 | 8.50 | 8.50 | 8.50 | 8.50 | 8.50 |

The fare charged shall be the amount of the highest zone which is traveled through. Only one fare shall be charged for one or two persons traveling from the same point of origin to the same point of destination.



## TAXICAB ZONE FARES

The following rates are for fares across town:

| ZONES | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1     | 6.00  | 6.60  | 7.20  | 7.80  | 8.40  | 9.00  | 10.60 | 10.20 |
| 2     | 6.60  | 7.20  | 7.80  | 8.40  | 9.00  | 9.60  | 11.20 | 10.80 |
| 3     | 7.20  | 7.80  | 8.40  | 9.00  | 9.60  | 10.20 | 11.80 | 11.40 |
| 4     | 7.80  | 8.40  | 9.00  | 9.60  | 10.20 | 10.80 | 11.40 | 12.00 |
| 5     | 8.40  | 9.00  | 9.60  | 10.20 | 10.80 | 11.40 | 12.00 | 12.60 |
| 6     | 9.00  | 9.60  | 10.20 | 10.80 | 11.40 | 12.00 | 12.60 | 13.20 |
| 7     | 9.60  | 10.20 | 10.80 | 12.40 | 12.00 | 12.60 | 13.20 | 13.80 |
| 8     | 10.20 | 10.80 | 11.40 | 12.00 | 12.60 | 12.20 | 13.80 | 14.50 |

|                         |               |        |
|-------------------------|---------------|--------|
| Ironwood/Bradford Creek | Standard Fare | \$9.50 |
|-------------------------|---------------|--------|

|  |             |         |
|--|-------------|---------|
|  | Across Town | \$14.50 |
|--|-------------|---------|

|                                     |  |
|-------------------------------------|--|
| Over two persons (per person extra) |  |
|-------------------------------------|--|

|                         |         |
|-------------------------|---------|
| Waiting time (per hour) | \$18.00 |
|-------------------------|---------|

|                              |        |
|------------------------------|--------|
| Trunks or footlockers (each) | \$2.00 |
|------------------------------|--------|

|                |        |
|----------------|--------|
| Baggage (each) | \$1.50 |
|----------------|--------|

|                                |        |
|--------------------------------|--------|
| Grocery bags (each bag over 3) | \$0.10 |
|--------------------------------|--------|

|  |        |
|--|--------|
| Rates outside zones unless previously specified (per mile) | \$2.75 |
|--|--------|

|                        |  |
|------------------------|--|
| <b>Pedi-cab rates:</b> | \$1.50 per person per 1/2 mile or fraction |
|------------------------|--|

|                         |         |
|-------------------------|---------|
| Waiting time (per hour) | \$18.00 |
|-------------------------|---------|

|                              |        |
|------------------------------|--------|
| Trunks or footlockers (each) | \$2.50 |
|------------------------------|--------|

|                |        |
|----------------|--------|
| Baggage (each) | \$1.50 |
|----------------|--------|

|                                |        |
|--------------------------------|--------|
| Grocery bags (each bag over 3) | \$0.10 |
|--------------------------------|--------|



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 2023-24 Budget that was developed using the values and objectives identified in our “Blueprint – GUC’s Strategic Plan.” Our mission is to enhance 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. Our mission has been put to the test in recent years in response to the global pandemic. Sustaining our resiliency through infrastructure maintenance and growth, rate stability, and the services and products we provide have been a top priority for the Commission to remain a catalyst for economic growth in our region.

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 providing 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:

- The ability for all four funds 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 2023-24 proposed budget are listed below:

- Expenditures budgeted for FY 2023-24 have increased by 2.3%, or \$6.6M, when compared to the FY 2022-23 budget. Key points are:
  - \$4.8M increase in operations
  - \$2.8M increase in purchased power
  - \$2.3M increase in capital outlay
  - \$2.8M decrease in purchased gas
  - \$2.2M increase in debt service
  - \$2.8M decrease in transfers to capital projects
- No rate adjustment for the Electric Fund, the same as last year's forecast
- 4.0% rate increase for the Water Fund, a 0.1% reduction from last year's forecast
- No rate adjustment for the Sewer Fund, a 1.1% reduction from last year's forecast
- 5.5% rate increase for the Gas Fund, a 1.8% increase from last year's forecast
- Funding for a 2.0% employee merit/market adjustment
- 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
- 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 \$16.9M for capital outlay to maintain system reliability and comply with regulatory requirements
- Annual turnover or transfer of \$7.1M to the City of Greenville in accordance with the Charter issued by the North Carolina General Assembly



Highlights of the FY 2023-24 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 2023-24, GUC will be establishing capital projects totaling \$10.75M.

### **Key Factors Affecting the FY 2023-24 Budget**

As the Commission begins its 118<sup>th</sup> year of providing utility services, many challenges and opportunities present themselves regarding the development of the budget.

#### ***Commodity Costs***

The largest expenditures in the 2023-24 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.

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.

#### ***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 2023-24 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 fourth of four rate increases

included in the plan. Monthly bills for residential customers using 6 kGal will increase 4.0%. The typical residential gas customer bill will increase 5.5%. No rate increases are proposed for electric or sewer customers.

### ***Capital Investment***

The Commission serves more than 168,000 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.

Efforts continue in the Electric department to replace wood poles structures and peak shaving generators. Existing 115 kilovolt (kV) wood pole structures reaching end of design life are being replaced with steel pole structures to harden the transmission system and increase system reliability. Existing diesel peak shaving generators are being replaced due to age in an effort to maintain fleet readiness. Proctor and Gamble, Mayne Pharma, and ECU School of Medicine are included in the replacement project which is expected to be completed in 2025.

The Commission now has three 230 kV point of delivery (POD) substations that supply power to all of the distribution substations on the system. If a transmission line is damaged and the flow of power to one of the distribution substations is lost, power can be re-routed from the other POD substations through the transmission loop. This enables our customers to continue to receive power until the problem is resolved. Construction continues on the 115 kV transmission line for POD #3 to Simpson substation which will complete the transmission loop, making each substation along the loop more reliable. This transmission line will also feed the new Hudson's Crossroads Substation that will support future growth anticipated from the southeast sewer system expansion and will also provide redundancy and load support to the existing Simpson and Hollywood Substations.

The Water Treatment Plant (WTP) Upgrade is on schedule to be completed in July of this year. The project is expanding the WTP 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. Significant amounts of erosion continue to occur along the river bank at the WTP raw water intake and is in need of immediate repair. Repair and stabilization of the river bank is important to prevent any further erosion from impacting the raw water intake screens.

The Southeast Service Area Sewer Improvements Project establishes a backbone collection system for approximately 1,500 acres and includes a sewer pumping station and 8,000 feet of gravity collection piping. GUC is partnering with five developers to fund the project. This development activity will spur future partnerships to develop additional land tracts. Construction began in December 2022 and is currently scheduled for completion by the end of 2023.

Expansion has begun on the Liquefied Natural Gas (LNG) Plant. This project will be completed in three phases. This first phase will include two 70,000-gallon cryogenic storage tanks and spill containment. The expansion will allow the Commission to reduce its reliance on trucked LNG during peak period demands.

### ***Supply Chain Issues/Price Inflation***

With the continuous supply chain issues and supply prices on the rise, the Commission has been planning even further ahead than usual to ensure enough supplies are on hand to continue to provide exceptional customer service at the lowest reasonable cost. Consistent price negotiations and the addition of two mobile warehouse units set up at substations have assisted in being able to keep extra stock accessible.

### ***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.

To address emerging cybersecurity threats, the Commission's Information Technology department performs continuous review and tuning of training, processes, and technology. All employees are required to participate in robust and comprehensive cybersecurity training. Advanced technologies have been implemented to detect, defend, and mitigate the effects of cybersecurity threats. Quarterly exercises are also performed to evaluate and test the Commission's ability to defend against and react to both physical and cybersecurity threats.

### **Awards**

The Commission received recognition from Electricities of North Carolina for the outstanding job that is performed day in and day out to support the mission of delivering better service and more value to the Greenville region despite the challenges in recent years. The five awards of excellence include Grid Modernization, Value of Public Power, Wholesale Power Cost, Workforce Planning and Development, and Continuous Improvement. This is the 17<sup>th</sup> year in a row that GUC has won Awards of Excellence.

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 Commission once again earned the Smart Energy Provider (SEP) designation from the APPA in 2022 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. In total, 90 public power utilities nationwide hold the SEP designation.

For the 7<sup>th</sup> year in a row, our WTP has received the prestigious North Carolina Area Wide Optimization Award (AWOP). The NC Division of Water Resources has included the Commission among the 66 out of 149 water treatment plants in the State honored for surpassing federal and state drinking water standards in 2021. The award recognition is a state effort to enhance the performance of existing surface water treatment facilities.

The Wastewater Treatment Plant (WWTP) “Smooth Operators” team competed at the 21<sup>st</sup> annual Operations Challenge and came in first overall along with first, second, and third place finishes in all five of the events. These events are designed to test the diverse skills required for the operation and maintenance of wastewater facilities, collection systems, and laboratories.

GUC’s Public Information Office received two Excellence in Public Power Communications awards from the APPA for work done in 2021. The awards were in the Video and Social Media categories. This was the 6<sup>th</sup> time the Commission has won an award for website and/or social media efforts, and the 4<sup>th</sup> award for video. GUC was one of 49 utilities that took home an award from this year’s APPA Customer Connections Conference. Awards were given to those who showed ingenuity and creativity in telling their stories through outstanding copy, design, graphics, social media engagement, and video.

The Commission places a high value on employee safety, prioritizing working safely and keeping their customers safe. For the 8<sup>th</sup> time in its 118-year history, Greenville Utilities achieved an important milestone in 2022: one million consecutive man hours without a lost workday due to injury. Considering the challenges of delivering electric, water, sewer, and natural gas services in recent years, it is a remarkable feat to work a million hours without a major injury. 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 one of our departments, this was the 16<sup>th</sup> consecutive year earning awards. In all, the Commission was honored with nine safety awards in 2023. 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 Wastewater Treatment Plant (16<sup>th</sup> year), Customer Relations (10<sup>th</sup> year), Water Treatment Plant (6<sup>th</sup> year), Express Office (3<sup>rd</sup> year), Administration (2<sup>nd</sup> year), Administration Building (2<sup>nd</sup> year), Finance (2<sup>nd</sup> year), Information Technology (2<sup>nd</sup> year), and Meter (2<sup>nd</sup> 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 Commission’s Gas Department was one of 31 gas systems from across the country awarded the American Public Gas Association (APGA) Safety Award for an outstanding safety record in 2021. This marks the 12<sup>th</sup> year (and 5<sup>th</sup> consecutive year) that the Gas Department staff has exemplified worker safety at the national level. 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, 2022. 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 seven years. The Commission also earned the GFOA Certificate of Achievement for Excellence in Financial Reporting for the 13<sup>th</sup> 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 12<sup>th</sup> 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 15 member agencies throughout North Carolina and South Carolina to receive this designation for fiscal year 2022.

### **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 job fairs at our local Pitt County high schools. The Electric Department participates in the local Tradesformers program, which is a youth apprenticeship program designed to connect high school students with growing industry trades in our area. 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 fourth 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. 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 \$52,000. GUC's United Way committee raised almost \$35,000 in its most recent campaign to support those most in need in our community. The Commission is also a member of the Greenville-Pitt County Chamber of Commerce and actively participates in chamber-related events.

### **SUMMARY**

The FY 2023-24 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.

On behalf of the entire staff at GUC, I am pleased to present this budget for FY 2023-24.

A handwritten signature in black ink, appearing to read "Anthony C. Cannon". The signature is fluid and cursive, with a long horizontal stroke at the end.

Anthony C. Cannon  
General Manager/CEO

ORDINANCE NO. 23-\_\_\_\_\_

CITY OF GREENVILLE, NORTH CAROLINA

2023-24 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, 2023 and ending June 30, 2024 to meet the subsequent expenditures, according to the following schedules:

|    | <u>Revenues</u>                  |               | <u>Budget</u> |
|----|----------------------------------|---------------|---------------|
| A. | <u>Electric Fund</u>             |               |               |
|    | Rates & Charges                  | \$182,903,800 |               |
|    | Fees & Charges                   | 1,730,000     |               |
|    | Miscellaneous                    | 2,007,564     |               |
|    | Interest on Investments          | 530,000       |               |
|    | Transfer from Rate Stabilization | 7,800,000     |               |
|    | Total Electric Fund Revenue      |               | \$194,971,364 |
| B. | <u>Water Fund</u>                |               |               |
|    | Rates & Charges                  | \$26,171,128  |               |
|    | Fees & Charges                   | 450,000       |               |
|    | Miscellaneous                    | 239,000       |               |
|    | Interest on Investments          | 100,000       |               |
|    | Total Water Fund Revenue         |               | \$26,960,128  |
| C. | <u>Sewer Fund</u>                |               |               |
|    | Rates & Charges                  | \$24,729,081  |               |
|    | Fees & Charges                   | 420,250       |               |
|    | Miscellaneous                    | 92,250        |               |
|    | Interest on Investments          | 85,000        |               |
|    | Total Sewer Fund Revenue         |               | \$25,326,581  |
| D. | <u>Gas Fund</u>                  |               |               |
|    | Rates & Charges                  | \$44,517,551  |               |
|    | Fees & Charges                   | 182,000       |               |
|    | Miscellaneous                    | 75,046        |               |
|    | Interest on Investments          | 100,000       |               |
|    | Transfer from Rate Stabilization | 2,400,000     |               |
|    | Total Gas Fund Revenue           |               | \$47,274,597  |
|    | Total Revenues                   |               | \$294,532,670 |

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, 2023 and ending on June 30, 2024, according to the following schedules:

| <u>Expenditures</u> |               | <u>Budget</u> |
|---------------------|---------------|---------------|
| Electric Fund       | \$194,971,364 |               |
| Water Fund          | 26,960,128    |               |
| Sewer Fund          | 25,326,581    |               |
| Gas Fund            | 47,274,597    |               |
| Total Expenditures  |               | \$294,532,670 |

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, 2023.



(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, 2023.

| <u>Capital Projects Revenues</u>         |             | <u>Budget</u>       |
|--|-------------|---------------------|
| Electric Fund - Long Term Debt Proceeds  | \$8,250,000 |                     |
| Water Fund - Long Term Debt Proceeds     | 1,000,000   |                     |
| Gas Fund - Capital Projects Fund Balance | 1,500,000   |                     |
| Total Revenues                           |             | <u>\$10,750,000</u> |

(b) The following amounts are hereby appropriated for capital projects that will begin during the fiscal year beginning July 1, 2023.

| <u>Capital Projects Expenditures</u>                         |                  | <u>Budget</u>       |
|--|------------------|---------------------|
| ECP10244 Hudson's Crossroads Substation                      | \$4,000,000      |                     |
| ECP10248 POD Transformer Replacement                         | 4,250,000        |                     |
| WCP10040 WTP Lab Upgrades                                    | 1,000,000        |                     |
| GCP10124 Gas System Improvements for Industry and Commercial | <u>1,500,000</u> |                     |
| Total Capital Projects Expenditures                          |                  | <u>\$10,750,000</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 8th day of June, 2023.

\_\_\_\_\_  
P. J. Connelly, Mayor

Attest:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

**ALL FUNDS**

|   | <b>2021-2022<br/>Actual</b> | <b>2022-2023<br/>Budget</b> | <b>2022-2023<br/>Projected</b> | <b>2023-2024<br/>Budget</b> |
|---|-----------------------------|-----------------------------|--------------------------------|-----------------------------|
| <b>REVENUE:</b>                         |                             |                             |                                |                             |
| <b>Rates &amp; Charges</b>              | \$ 264,062,409              | \$ 274,761,943              | \$ 271,755,503                 | \$ 278,321,560              |
| <b>Fees &amp; Charges</b>               | 2,487,592                   | 2,518,247                   | 2,300,225                      | 2,342,250                   |
| <b>U. G. &amp; Temp. Ser. Chgs.</b>     | 447,050                     | 434,348                     | 415,000                        | 440,000                     |
| <b>Miscellaneous</b>                    | 4,434,856                   | 2,880,665                   | 2,638,766                      | 2,413,860                   |
| <b>Interest on Investments</b>          | 632,210                     | 408,000                     | 1,090,000                      | 815,000                     |
| <b>FEMA/Insurance Reimbursement</b>     | 130,808                     | -                           | -                              | -                           |
| <b>Contributed Capital</b>              | -                           | -                           | -                              | -                           |
| <b>Bond Proceeds</b>                    | -                           | 274,800                     | -                              | -                           |
| <b>Installment Purchases</b>            | -                           | -                           | -                              | -                           |
| <b>Transfer from Capital Projects</b>   | -                           | -                           | -                              | -                           |
| <b>Transfer from Rate Stabilization</b> | 275,000                     | 6,520,500                   | 4,000,000                      | 10,200,000                  |
| <b>Transfer from Capital Reserves</b>   | -                           | -                           | -                              | -                           |
|   | <b>\$ 272,469,925</b>       | <b>\$ 287,798,503</b>       | <b>\$ 282,199,494</b>          | <b>\$ 294,532,670</b>       |

**EXPENDITURES:**

|                                       |                       |                       |                       |                       |
|---------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Operations</b>                     | \$ 74,855,588         | \$ 82,568,039         | \$ 83,205,877         | \$ 87,406,176         |
| <b>Purchased Power</b>                | 127,950,613           | 134,080,724           | 128,423,369           | 136,930,058           |
| <b>Purchased Gas</b>                  | 24,824,773            | 30,925,416            | 28,789,334            | 28,070,700            |
| <b>Capital Outlay</b>                 | 14,409,567            | 14,598,261            | 15,446,765            | 16,873,680            |
| <b>Debt Service</b>                   | 13,000,138            | 12,674,956            | 12,162,413            | 14,853,005            |
| <b>Retirement of Bethel Debt</b>      | -                     | -                     | -                     | -                     |
| <b>Repayment of Capacity Fees</b>     | -                     | -                     | -                     | -                     |
| <b>City Turnover - General</b>        | 5,690,643             | 6,059,364             | 6,059,364             | 6,180,555             |
| <b>Street Light Reimbursement</b>     | 1,038,708             | 979,944               | 979,944               | 959,977               |
| <b>Transfer to OPEB Trust</b>         | 500,000               | 500,000               | 500,000               | 500,000               |
| <b>Transfer to Rate Stabilization</b> | -                     | -                     | 750,000               | -                     |
| <b>Transfer to Capital Projects</b>   | 8,400,000             | 5,000,000             | 5,400,000             | 2,200,000             |
| <b>Transfer to Designated Reserve</b> | -                     | -                     | -                     | -                     |
| <b>Operating Contingencies</b>        | -                     | 411,799               | 482,428               | 558,519               |
|                                       | <b>\$ 270,670,030</b> | <b>\$ 287,798,503</b> | <b>\$ 282,199,494</b> | <b>\$ 294,532,670</b> |

## ELECTRIC FUND

|   | 2021-2022<br>Actual   | 2022-2023<br>Budget   | 2022-2023<br>Projected | 2023-2024<br>Budget   |
|---|-----------------------|-----------------------|------------------------|-----------------------|
| <b>REVENUE:</b>                         |                       |                       |                        |                       |
| <b>Rates &amp; Charges</b>              | \$ 175,816,560        | \$ 179,718,246        | \$ 174,920,151         | \$ 182,903,800        |
| <b>Fees &amp; Charges</b>               | 1,402,118             | 1,346,990             | 1,270,500              | 1,310,000             |
| <b>U. G. &amp; Temp. Ser. Chgs.</b>     | 427,850               | 414,348               | 395,000                | 420,000               |
| <b>Miscellaneous</b>                    | 3,607,391             | 2,293,039             | 2,031,019              | 2,007,564             |
| <b>Interest on Investments</b>          | 362,551               | 240,000               | 680,000                | 530,000               |
| <b>FEMA/Insurance Reimbursement</b>     | 70,637                | -                     | -                      | -                     |
| <b>Bond Proceeds</b>                    | -                     | 217,683               | -                      | -                     |
| <b>Transfer from Capital Projects</b>   | -                     | -                     | -                      | -                     |
| <b>Transfer from Rate Stabilization</b> | -                     | 5,000,000             | 4,000,000              | 7,800,000             |
| <b>Appropriated Fund Balance</b>        | -                     | -                     | -                      | -                     |
|   | <b>\$ 181,687,107</b> | <b>\$ 189,230,306</b> | <b>\$ 183,296,670</b>  | <b>\$ 194,971,364</b> |

### EXPENDITURES:

|                                       |                       |                       |                       |                       |
|---------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Operations</b>                     | \$ 31,702,142         | \$ 34,884,562         | \$ 34,185,750         | \$ 36,393,624         |
| <b>Purchased Power</b>                | 127,950,613           | 134,080,724           | 128,423,369           | 136,930,058           |
| <b>Capital Outlay</b>                 | 9,963,801             | 9,722,316             | 10,064,399            | 10,926,900            |
| <b>Debt Service</b>                   | 4,348,201             | 4,669,709             | 4,311,049             | 4,782,256             |
| <b>City Turnover - General</b>        | 4,020,920             | 4,356,852             | 4,356,852             | 4,443,989             |
| <b>Street Light Reimbursement</b>     | 1,038,708             | 979,944               | 979,944               | 959,977               |
| <b>Transfer to OPEB Trust</b>         | 275,000               | 275,000               | 275,000               | 275,000               |
| <b>Transfer to Rate Stabilization</b> | -                     | -                     | -                     | -                     |
| <b>Transfer to Capital Projects</b>   | 1,150,000             | -                     | 500,000               | -                     |
| <b>Transfer to Designated Reserve</b> | -                     | -                     | -                     | -                     |
| <b>Operating Contingencies</b>        | -                     | 261,199               | 200,307               | 259,560               |
|                                       | <b>\$ 180,449,385</b> | <b>\$ 189,230,306</b> | <b>\$ 183,296,670</b> | <b>\$ 194,971,364</b> |

## WATER FUND

|                                       | 2021-2022<br>Actual  | 2022-2023<br>Budget  | 2022-2023<br>Projected | 2023-2024<br>Budget  |
|---------------------------------------|----------------------|----------------------|------------------------|----------------------|
| <b>REVENUE:</b>                       |                      |                      |                        |                      |
| <b>Rates &amp; Charges</b>            | \$ 23,775,785        | \$ 24,399,360        | \$ 24,802,087          | \$ 26,171,128        |
| <b>Fees &amp; Charges</b>             | 499,344              | 500,538              | 402,500                | 430,000              |
| <b>U. G. &amp; Temp. Ser. Chgs.</b>   | 19,200               | 20,000               | 20,000                 | 20,000               |
| <b>Miscellaneous</b>                  | 368,007              | 265,823              | 256,237                | 239,000              |
| <b>Interest on Investments</b>        | 86,237               | 53,000               | 125,000                | 100,000              |
| <b>FEMA/Insurance Reimbursement</b>   | 20,929               | -                    | -                      | -                    |
| <b>Bond Proceeds</b>                  | -                    | 19,039               | -                      | -                    |
| <b>Appropriated Fund Balance</b>      | -                    | -                    | -                      | -                    |
|                                       | <b>\$ 24,769,502</b> | <b>\$ 25,257,760</b> | <b>\$ 25,605,824</b>   | <b>\$ 26,960,128</b> |
| <b>EXPENDITURES:</b>                  |                      |                      |                        |                      |
| <b>Operations</b>                     | \$ 15,766,561        | \$ 16,919,891        | \$ 18,165,648          | \$ 18,779,372        |
| <b>Purchased Power</b>                | -                    | -                    | -                      | -                    |
| <b>Purchased Gas</b>                  | -                    | -                    | -                      | -                    |
| <b>Capital Outlay</b>                 | 1,350,296            | 1,502,110            | 2,056,599              | 1,966,250            |
| <b>Debt Service</b>                   | 2,385,598            | 2,183,442            | 2,191,564              | 4,405,043            |
| <b>Retirement of Bethel Debt</b>      | -                    | -                    | -                      | -                    |
| <b>Repayment of Capacity Fees</b>     | -                    | -                    | -                      | -                    |
| <b>City Turnover - General</b>        | -                    | -                    | -                      | -                    |
| <b>Street Light Reimbursement</b>     | -                    | -                    | -                      | -                    |
| <b>Transfer to OPEB Trust</b>         | 75,000               | 75,000               | 75,000                 | 75,000               |
| <b>Transfer to Rate Stabilization</b> | -                    | -                    | -                      | -                    |
| <b>Transfer to Capital Projects</b>   | 4,900,000            | 4,500,000            | 3,000,000              | 1,600,000            |
| <b>Transfer to Designated Reserve</b> | -                    | -                    | -                      | -                    |
| <b>Operating Contingencies</b>        | -                    | 77,317               | 117,013                | 134,463              |
|                                       | <b>\$ 24,477,455</b> | <b>\$ 25,257,760</b> | <b>\$ 25,605,824</b>   | <b>\$ 26,960,128</b> |

**SEWER FUND**

|                                  | <b>2021-2022<br/>Actual</b> | <b>2022-2023<br/>Budget</b> | <b>2022-2023<br/>Projected</b> | <b>2023-2024<br/>Budget</b> |
|----------------------------------|-----------------------------|-----------------------------|--------------------------------|-----------------------------|
| <b>REVENUE:</b>                  |                             |                             |                                |                             |
| Rates & Charges                  | \$ 24,202,207               | \$ 24,135,503               | \$ 24,678,017                  | \$ 24,729,081               |
| Fees & Charges                   | 409,118                     | 485,732                     | 450,225                        | 420,250                     |
| U. G. & Temp. Ser. Chgs.         | -                           | -                           | -                              | -                           |
| Miscellaneous                    | 181,063                     | 148,207                     | 125,998                        | 92,250                      |
| Interest on Investments          | 68,527                      | 45,000                      | 110,000                        | 85,000                      |
| FEMA/Insurance Reimbursement     | 20,929                      | -                           | -                              | -                           |
| Contributed Capital              | -                           | -                           | -                              | -                           |
| Bond Proceeds                    | -                           | 38,078                      | -                              | -                           |
| Installment Purchases            | -                           | -                           | -                              | -                           |
| Transfer from Capital Projects   | -                           | -                           | -                              | -                           |
| Transfer from Rate Stabilization | -                           | -                           | -                              | -                           |
| Transfer from Capital Reserves   | -                           | -                           | -                              | -                           |
| Appropriated Fund Balance        | -                           | -                           | -                              | -                           |
|                                  | <b>\$ 24,881,844</b>        | <b>\$ 24,852,520</b>        | <b>\$ 25,364,240</b>           | <b>\$ 25,326,581</b>        |

**EXPENDITURES:**

|                                |                      |                      |                      |                      |
|--------------------------------|----------------------|----------------------|----------------------|----------------------|
| Operations                     | \$ 15,943,677        | \$ 17,780,941        | \$ 17,708,111        | \$ 18,645,956        |
| Purchased Power                | -                    | -                    | -                    | -                    |
| Purchased Gas                  | -                    | -                    | -                    | -                    |
| Capital Outlay                 | 1,557,975            | 1,767,235            | 1,816,519            | 1,434,130            |
| Debt Service                   | 4,733,763            | 4,657,173            | 4,488,052            | 4,492,110            |
| Retirement of Bethel Debt      | -                    | -                    | -                    | -                    |
| Repayment of Capacity Fees     | -                    | -                    | -                    | -                    |
| City Turnover - General        | -                    | -                    | -                    | -                    |
| Street Light Reimbursement     | -                    | -                    | -                    | -                    |
| Transfer to OPEB Trust         | 75,000               | 75,000               | 75,000               | 75,000               |
| Transfer to Rate Stabilization | -                    | -                    | -                    | -                    |
| Transfer to Capital Projects   | 2,350,000            | 500,000              | 1,150,000            | 600,000              |
| Transfer to Designated Reserve | -                    | -                    | -                    | -                    |
| Operating Contingencies        | -                    | 72,171               | 126,558              | 79,385               |
|                                | <b>\$ 24,660,415</b> | <b>\$ 24,852,520</b> | <b>\$ 25,364,240</b> | <b>\$ 25,326,581</b> |

## GAS FUND

|                                  | 2021-2022<br>Actual  | 2022-2023<br>Budget  | 2022-2023<br>Projected | 2023-2024<br>Budget  |
|----------------------------------|----------------------|----------------------|------------------------|----------------------|
| <b>REVENUE:</b>                  |                      |                      |                        |                      |
| Rates & Charges                  | \$ 40,267,857        | \$ 46,508,834        | \$ 47,355,248          | \$ 44,517,551        |
| Fees & Charges                   | 177,012              | 184,987              | 177,000                | 182,000              |
| U. G. & Temp. Ser. Chgs.         | -                    | -                    | -                      | -                    |
| Miscellaneous                    | 278,395              | 173,596              | 225,512                | 75,046               |
| Interest on Investments          | 114,895              | 70,000               | 175,000                | 100,000              |
| FEMA/Insurance Reimbursement     | 18,313               | -                    | -                      | -                    |
| Contributed Capital              | -                    | -                    | -                      | -                    |
| Bond Proceeds                    | -                    | -                    | -                      | -                    |
| Installment Purchases            | -                    | -                    | -                      | -                    |
| Transfer from Capital Projects   | -                    | -                    | -                      | -                    |
| Transfer from Rate Stabilization | 275,000              | 1,520,500            | -                      | 2,400,000            |
| Transfer from Capital Reserves   | -                    | -                    | -                      | -                    |
|                                  | <b>\$ 41,131,472</b> | <b>\$ 48,457,917</b> | <b>\$ 47,932,760</b>   | <b>\$ 47,274,597</b> |

### EXPENDITURES:

|                                |                      |                      |                      |                      |
|--------------------------------|----------------------|----------------------|----------------------|----------------------|
| Operations                     | \$ 11,443,208        | \$ 12,982,645        | \$ 13,146,368        | \$ 13,587,224        |
| Purchased Power                |                      |                      |                      |                      |
| Purchased Gas                  | 24,824,773           | 30,925,416           | 28,789,334           | 28,070,700           |
| Capital Outlay                 | 1,537,495            | 1,606,600            | 1,509,248            | 2,546,400            |
| Debt Service                   | 1,532,576            | 1,164,632            | 1,171,748            | 1,173,596            |
| Retirement of Bethel Debt      |                      |                      |                      |                      |
| City Turnover - General        | 1,669,723            | 1,702,512            | 1,702,512            | 1,736,566            |
| Street Light Reimbursement     | -                    | -                    | -                    | -                    |
| Transfer to OPEB Trust         | 75,000               | 75,000               | 75,000               | 75,000               |
| Transfer to Rate Stabilization | -                    | -                    | 750,000              | -                    |
| Transfer to Capital Projects   | -                    | -                    | 750,000              | -                    |
| Transfer to Designated Reserve | -                    | -                    | -                    | -                    |
| Operating Contingencies        | -                    | 1,112                | 38,550               | 85,111               |
|                                | <b>\$ 41,082,775</b> | <b>\$ 48,457,917</b> | <b>\$ 47,932,760</b> | <b>\$ 47,274,597</b> |

**GREENVILLE UTILITIES COMMISSION**  
**BUDGET BY DEPARTMENT**  
**2023-2024**

| <b>Department</b>                 | <b>Electric</b>    | <b>Water</b>      | <b>Sewer</b>      | <b>Gas</b>        | <b>Total</b>       |
|-----------------------------------|--------------------|-------------------|-------------------|-------------------|--------------------|
| Governing Body and Administration | 1,382,760          | 862,760           | 862,760           | 862,760           | 3,971,040          |
| Finance                           | 9,386,013          | 2,591,960         | 2,501,324         | 2,825,044         | 17,304,341         |
| Human Resources                   | 1,831,958          | 983,002           | 938,320           | 714,910           | 4,468,190          |
| Information Technology            | 4,109,550          | 1,237,547         | 1,237,547         | 1,409,910         | 7,994,554          |
| Customer Relations                | 4,070,614          | 295,663           | 300,663           | 501,327           | 5,168,267          |
| Developmental Activities          | 791,465            | -                 | -                 | -                 | 791,465            |
| Electric Department               | 23,143,828         | -                 | -                 | -                 | 23,143,828         |
| Shared Resources                  | 184,750            | 80,250            | 72,000            | 83,000            | 420,000            |
| Meter                             | 1,989,793          | 542,671           | 542,671           | 542,671           | 3,617,806          |
| Water Department                  | -                  | 13,721,131        | -                 | -                 | 13,721,131         |
| Sewer Department                  | -                  | -                 | 13,193,033        | -                 | 13,193,033         |
| Gas Department                    | -                  | -                 | -                 | 8,763,028         | 8,763,028          |
| Utility Locating Service          | 433,023            | 433,023           | 433,023           | 433,023           | 1,732,092          |
| Ancillary                         | 147,647,610        | 6,212,121         | 5,245,240         | 31,138,924        | 190,243,895        |
| <b>Grand Total</b>                | <b>194,971,364</b> | <b>26,960,128</b> | <b>25,326,581</b> | <b>47,274,597</b> | <b>294,532,670</b> |

**2022-2023**

| <b>Department</b>                 | <b>Electric</b>    | <b>Water</b>      | <b>Sewer</b>      | <b>Gas</b>        | <b>Total</b>       |
|-----------------------------------|--------------------|-------------------|-------------------|-------------------|--------------------|
| 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        |
| <b>Grand Total</b>                | <b>189,230,306</b> | <b>25,257,760</b> | <b>24,852,520</b> | <b>48,457,917</b> | <b>287,798,503</b> |

**GREENVILLE UTILITIES COMMISSION  
EXPENDITURES BY DEPARTMENT**

| <b>Department</b>                 | <b>2021-2022<br/>Actual</b> | <b>2022-2023<br/>Budget</b> | <b>2022-2023<br/>Projected</b> | <b>2023-2024<br/>Budget</b> |
|-----------------------------------|-----------------------------|-----------------------------|--------------------------------|-----------------------------|
| Governing Body and Administration | 3,348,133                   | 3,895,036                   | 3,854,341                      | 3,971,040                   |
| Finance                           | 12,932,317                  | 15,947,939                  | 14,314,512                     | 17,304,341                  |
| Human Resources                   | 3,850,239                   | 4,167,686                   | 4,361,717                      | 4,468,190                   |
| Information Technology            | 6,461,008                   | 8,020,159                   | 7,780,375                      | 7,994,554                   |
| Customer Relations                | 4,178,564                   | 4,684,501                   | 4,782,231                      | 5,168,267                   |
| Development Activities            | 775,576                     | 971,852                     | 839,827                        | 791,465                     |
| Electric Department               | 22,641,316                  | 21,800,469                  | 22,321,249                     | 23,143,828                  |
| Shared Resources                  | 254,597                     | 630,000                     | 415,000                        | 420,000                     |
| Meter                             | 2,970,218                   | 3,540,425                   | 3,614,110                      | 3,617,806                   |
| Water Department                  | 11,430,915                  | 11,397,012                  | 13,549,808                     | 13,721,131                  |
| Sewer Department                  | 11,909,596                  | 12,647,921                  | 12,912,485                     | 13,193,033                  |
| Gas Department                    | 7,341,929                   | 7,618,468                   | 7,956,314                      | 8,763,028                   |
| Utility Locating Service          | 1,329,772                   | 1,844,836                   | 2,031,943                      | 1,732,092                   |
| Ancillary                         | 181,245,850                 | 190,632,199                 | 183,465,582                    | 190,243,895                 |
| <b>Total</b>                      | <b>270,670,030</b>          | <b>287,798,503</b>          | <b>282,199,494</b>             | <b>294,532,670</b>          |



**RESOLUTION NO. 23-\_\_**  
**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 a substation, transformer replacement, water treatment plant upgrades, and gas system improvements for industry and commercial; 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 \$10,750,000.

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 8<sup>th</sup> day of June, 2023.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar

City Clerk

Upon motion of Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, the foregoing resolution was adopted by the following vote:

Ayes: \_\_\_\_\_

\_\_\_\_\_.

Noes: \_\_\_\_\_.

\* \* \* \* \*

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on June 8, 2023 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City, this 8<sup>th</sup> day of June, 2023.

\_\_\_\_\_

City Clerk

[SEAL]

**RESOLUTION NO. 23-\_\_**  
**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 and utility trucks, trailers, and forklift) 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 \$3,283,000.

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 8<sup>th</sup> day of June, 2023.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar

City Clerk

Upon motion of Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, the foregoing resolution was adopted by the following vote:

Ayes: \_\_\_\_\_

\_\_\_\_\_

Noes: \_\_\_\_\_

\* \* \* \* \*

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on June 8, 2023 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City, this 8<sup>th</sup> day of June, 2023.

\_\_\_\_\_

City Clerk

[SEAL]



# City of Greenville, North Carolina

**Meeting Date: 06/05/2023**

**Title of Item:** Budget Ordinance Amendment #10 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Engineering Capital Projects Fund (Ordinance #20-019), and the Capital Projects Funds (Ordinance #17-024)

**Explanation:** Attached for consideration at the June 5, 2023 City Council meeting is an ordinance amending the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Engineering Capital Projects Fund (Ordinance #20-019), and the Capital Projects Funds (Ordinance #17-024).

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

| <u>Item</u> | <u>Justification</u>  | <u>Funds</u>   | <u>Net</u>        |
|-------------|---|----------------|-------------------|
|             |   | <u>Amended</u> | <u>Adjustment</u> |
| A           | To appropriate funding within the General Fund for City portion of Pitt-Greenville Airport (PGV) hangar agreement.                          | General        | \$100,000         |
| B           | To recognize donations received for the United Way Campaign   | General        | 6,578             |
| C           | To record funding within the General Fund to cover expenses associated with the creation of the Neighborhood & Business Services Department | General        | 55,703            |

|   |   |  |           |
|---|---|--|-----------|
| D | To realign department budgets within the General Fund to align with year-end expense projections                          | General  | \$705,000 |
| E | To recognize revenues received from Metronet as reimbursement for utility locates performed                               | General  | 175,000   |
| F | Reconcile debt allocation to reflect finalization of Capital Project  | Fire/Rescue Capital Projects<br>Rec & Parks Capital Projects | -         |
| G | To close the Eppes Recreation Center Renovation project and reallocate remaining budget to City Pool construction project | Rec & Parks Capital Projects                                 | -         |
| H | To appropriate funding within the General Fund for the purchase of a generator at the Public Safety Annex                 | General Police Capital Projects<br>Special Revenue Grant     | 243,157   |
| I | To appropriate funding in the CVA Fund from the marketing reserve due to increased revenues in FY 2022                    | CVA  | 123,709   |
| J | To reallocate remaining funds within the Premium Pay for Employees in the ARPA Fund to the Town Common Bulkhead project   | ARPA   | -         |



|   |  |                                      |        |
|---|--|--------------------------------------|--------|
| K | To close the Public Safety Communications Equipment Project within Fire/Rescue Capital Projects fund | Fire/Rescue Capital Projects         | -      |
| L | To recognize costs associated with finalizing the Employee Parking Lot construction project          | General Engineering Capital Projects | 48,758 |

**Fiscal Note:**

The Budget Ordinance Amendment affects the following funds:

| <u>Fund</u>                            | <u>2022-23<br/>Revised<br/>Budget</u> | <u>Amendment<br/>#10</u> | <u>2022-23<br/>Budget per<br/>Amendment<br/>#10</u> |
|--|---------------------------------------|--------------------------|---|
| General                                | \$100,329,008                         | \$1,334,196              | \$101,663,204                                       |
| Debt Service                           | 6,322,622                             | -                        | 6,322,622   |
| Public Transportation (Transit)        | 4,199,872                             | -                        | 4,199,872   |
| Capital Reserve                        | 1,250,000                             | -                        | 1,250,000   |
| Fleet Maintenance                      | 6,782,618                             | -                        | 6,782,618   |
| Sanitation                             | 8,763,993                             | -                        | 8,763,993   |
| Stormwater                             | 11,019,144                            | -                        | 11,019,144  |
| Housing                                | 6,981,972                             | -                        | 6,981,972   |
| Health Insurance                       | 14,258,648                            | -                        | 14,258,648  |
| Vehicle Replacement                    | 10,645,862                            | -                        | 10,645,862  |
| Facilities Improvement                 | 2,391,874                             | -                        | 2,391,874   |
| Special Revenue Grants                 | 14,059,903                            | -                        | 14,059,903  |
| Public Works Capital Projects          | 58,993,491                            | -                        | 58,993,491  |
| Recreation & Parks Capital Projects    | 16,899,008                            | 398,699                  | 17,927,707  |
| Community Development Capital Projects | 19,404,227                            | -                        | 19,404,227  |
| Red Light Camera Program               | 1,800,000                             | -                        | 1,800,000   |
| Engineering Capital Projects           | 56,971,028                            | 118,758                  | 57,089,786  |
| Occupancy Tax                          | 4,096,128                             | -                        | 4,096,128   |
| Fire/Rescue Capital Projects           | 13,093,177                            | <98,649>                 | 12,994,528  |
| Greenways Capital Projects             | 6,627,014                             | -                        | 6,627,014   |
| ARPA Fund                              | 24,689,311                            | -                        | 24,689,311  |
| Police Capital Projects                | 6,701,490                             | 200,000                  | 6,901,490   |
| CVA                                    | 1,674,358                             | 123,709                  | 1,798,067   |

**Recommendation:** Approve Budget Ordinance Amendment #10 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Engineering Capital Projects Fund (Ordinance #20-019), and the Capital Projects Funds (Ordinance #17-024).

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ATTACHMENTS

 [BA\\_10 Final.xlsx](#)

ORDINANCE NO. 23-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#10) Amending the 2022-23 Budget (Ordinance #22-045), the Special Revenue  
Grant Fund (Ordinance #11-003), the Engineering Capital Projects Fund (Ordinance #20-019),  
and the Capital Projects Funds (Ordinance #17-024).

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

|   | Budget Amendment #10         |                   |                 |                  |                   |                   |                   |                    |                     |                       | 2022-23<br>Budget per<br>Amend #10 |
|---|------------------------------|-------------------|-----------------|------------------|-------------------|-------------------|-------------------|--------------------|---------------------|-----------------------|------------------------------------|
|   | 2022-23<br>Revised<br>Budget | A.                | B.              | C.               | D.                | E.                | H.                | L.                 | Total<br>Amend #10  |                       |                                    |
| <b>ESTIMATED REVENUES</b>                   |                              |                   |                 |                  |                   |                   |                   |                    |                     |                       |                                    |
| Property Tax                                | \$ 38,030,400                | \$ -              | \$ -            | \$ -             | \$ -              | \$ -              | \$ -              | \$ -               | \$ -                | \$ -                  | \$ 38,030,400                      |
| Sales Tax                                   | 26,968,346                   | -                 | -               | 55,703           | 705,000           | -                 | -                 | -                  | -                   | 760,703               | 27,729,049                         |
| Video Prog. & Telecom. Service Tax          | 793,717                      | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 793,717                            |
| Rental Vehicle Gross Receipts               | 176,125                      | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 176,125                            |
| Utilities Franchise Tax                     | 6,828,328                    | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 6,828,328                          |
| Motor Vehicle Tax                           | 1,746,059                    | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 1,746,059                          |
| Other Unrestricted Intergov't               | 871,145                      | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 871,145                            |
| Powell Bill                                 | 2,123,924                    | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 2,123,924                          |
| Restricted Intergov't Revenues              | 902,799                      | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 902,799                            |
| Licenses, Permits and Fees                  | 4,541,722                    | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 4,541,722                          |
| Rescue Service Transport                    | 3,260,000                    | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 3,260,000                          |
| Parking Violation Penalties, Leases,        | 275,000                      | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 275,000                            |
| Other Sales & Services                      | 378,697                      | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 378,697                            |
| Other Revenues                              | 1,068,405                    | -                 | 6,578           | -                | -                 | 175,000           | -                 | -                  | -                   | 181,578               | 1,249,983                          |
| Interest on Investments                     | 742,690                      | -                 | -               | -                | -                 | -                 | -                 | 48,758             | -                   | 48,758                | 791,448                            |
| Transfers In GUC                            | 7,074,328                    | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 7,074,328                          |
| Appropriated Fund Balance                   | 4,547,323                    | 100,000           | -               | -                | -                 | -                 | 243,157           | -                  | -                   | 343,157               | 4,890,480                          |
| <b>Total Revenues</b>                       | <b>\$ 100,329,008</b>        | <b>\$ 100,000</b> | <b>\$ 6,578</b> | <b>\$ 55,703</b> | <b>\$ 705,000</b> | <b>\$ 175,000</b> | <b>\$ 243,157</b> | <b>\$ 48,758</b>   | <b>\$ 1,334,196</b> | <b>\$ 101,663,204</b> |                                    |
| <b>APPROPRIATIONS</b>                       |                              |                   |                 |                  |                   |                   |                   |                    |                     |                       |                                    |
| Mayor/City Council                          | \$ 523,950                   | \$ -              | \$ -            | \$ -             | \$ -              | \$ -              | \$ -              | \$ -               | \$ -                | \$ -                  | \$ 523,950                         |
| City Manager                                | 3,300,293                    | 100,000           | -               | -                | -                 | -                 | -                 | -                  | -                   | 100,000               | 3,400,293                          |
| City Clerk                                  | 386,025                      | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 386,025                            |
| City Attorney                               | 688,487                      | -                 | -               | -                | 5,000             | -                 | -                 | -                  | -                   | 5,000                 | 693,487                            |
| Human Resources                             | 3,404,624                    | -                 | -               | -                | 50,000            | -                 | -                 | -                  | -                   | 50,000                | 3,454,624                          |
| Information Technology                      | 3,691,673                    | -                 | 6,578           | -                | -                 | -                 | -                 | -                  | -                   | 6,578                 | 3,698,251                          |
| Engineering                                 | 5,521,549                    | -                 | -               | -                | -                 | -                 | -                 | (70,000)           | (70,000)            | -                     | 5,451,549                          |
| Fire/Rescue                                 | 17,780,318                   | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 17,780,318                         |
| Financial Services                          | 2,946,029                    | -                 | -               | -                | 50,000            | -                 | -                 | -                  | -                   | 50,000                | 2,996,029                          |
| Recreation & Parks                          | 8,551,896                    | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 8,551,896                          |
| Neighborhood & Business Services            | -                            | -                 | -               | 55,703           | -                 | -                 | -                 | -                  | -                   | 55,703                | 55,703                             |
| Police                                      | 29,362,991                   | -                 | -               | -                | 400,000           | -                 | -                 | -                  | -                   | 400,000               | 29,762,991                         |
| Public Works                                | 6,585,461                    | -                 | -               | -                | 200,000           | 175,000           | -                 | -                  | -                   | 375,000               | 6,960,461                          |
| Planning & Development                      | 3,486,786                    | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 3,486,786                          |
| OPEB  | 700,000                      | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 700,000                            |
| Capital Improvements                        | -                            | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | -                                  |
| Contingency                                 | 12,766                       | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | 12,766                             |
| Indirect Cost Reimbursement                 | (1,950,887)                  | -                 | -               | -                | -                 | -                 | -                 | -                  | -                   | -                     | (1,950,887)                        |
| <b>Total Appropriations</b>                 | <b>\$ 84,991,961</b>         | <b>\$ 100,000</b> | <b>\$ 6,578</b> | <b>\$ 55,703</b> | <b>\$ 705,000</b> | <b>\$ 175,000</b> | <b>\$ -</b>       | <b>\$ (70,000)</b> | <b>972,281</b>      | <b>\$ 85,964,242</b>  |                                    |
| <b>OTHER FINANCING SOURCES</b>              |                              |                   |                 |                  |                   |                   |                   |                    |                     |                       |                                    |
| Transfers to Other Funds                    | \$ 15,337,047                | \$ -              | \$ -            | \$ -             | \$ -              | \$ -              | \$ 243,157        | \$ 118,758         | \$ 361,915          | \$ 15,698,962         |                                    |
| <b>Total Other Financing Sources</b>        | <b>\$ 15,337,047</b>         | <b>\$ -</b>       | <b>\$ -</b>     | <b>\$ -</b>      | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ 243,157</b> | <b>\$ 118,758</b>  | <b>\$ 361,915</b>   | <b>\$ 15,698,962</b>  |                                    |
| <b>Total Approp &amp; Other Fin Sources</b> | <b>\$ 100,329,008</b>        | <b>\$ 100,000</b> | <b>\$ 6,578</b> | <b>\$ 55,703</b> | <b>\$ 705,000</b> | <b>\$ 175,000</b> | <b>\$ 243,157</b> | <b>\$ 48,758</b>   | <b>\$ 1,334,196</b> | <b>\$ 101,663,204</b> |                                    |

Section II: Estimated Revenues and Appropriations. Fire/Rescue Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

|                                | 2022-23<br>Revised<br>Budget | F.           | K.                 | Total<br>Amend #10 | 2022-23<br>Budget per<br>Amend #10 |
|--------------------------------|------------------------------|--------------|--------------------|--------------------|------------------------------------|
| <b>ESTIMATED REVENUES</b>      |                              |              |                    |                    |                                    |
| Debt Proceeds                  | \$ 9,294,528                 | \$ (398,699) | \$ -               | \$ (398,699)       | \$ 8,895,829                       |
| Transfer from Debt Project     | -                            | 398,699      | -                  | 398,699            | 398,699                            |
| Special Fed/State/Loc Grant    | 3,000,000                    | -            | -                  | -                  | 3,000,000                          |
| Transfer from General Fund     | 318,649                      | -            | (98,649)           | (98,649)           | 220,000                            |
| Sale of Property               | 480,000                      | -            | -                  | -                  | 480,000                            |
| <b>Total Revenues</b>          | <b>\$ 13,093,177</b>         | <b>\$ -</b>  | <b>\$ (98,649)</b> | <b>\$ (98,649)</b> | <b>\$ 12,994,528</b>               |
| <b>APPROPRIATIONS</b>          |                              |              |                    |                    |                                    |
| Fire Station #7                | \$ 6,766,143                 | \$ -         | \$ -               | \$ -               | \$ 6,766,143                       |
| Fire Station # 1 Bay Extension | 728,385                      | -            | -                  | -                  | 728,385                            |
| F/R Communications Equipment   | 98,649                       | -            | (98,649)           | (98,649)           | -                                  |
| Public Safety Comm. Equipment  | 5,500,000                    | -            | -                  | -                  | 5,500,000                          |
| <b>Total Appropriations</b>    | <b>\$ 13,093,177</b>         | <b>\$ -</b>  | <b>\$ (98,649)</b> | <b>\$ (98,649)</b> | <b>\$ 12,994,528</b>               |

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

|                                    | 2022-23<br>Revised<br>Budget | F.                | G.                    | Total<br>Amend #10  | 2022-23<br>Budget per<br>Amend #10 |
|------------------------------------|------------------------------|-------------------|-----------------------|---------------------|------------------------------------|
| <b>ESTIMATED REVENUES</b>          |                              |                   |                       |                     |                                    |
| Restricted Intergovernmental       | \$ 1,122,457                 | \$ -              | \$ -                  | \$ -                | \$ 1,122,457                       |
| Transfer from General Fund         | 2,789,312                    | -                 | (118,004)             | (118,004)           | 2,671,308                          |
| Transfer from Capital Reserve      | 128,822                      | -                 | -                     | -                   | 128,822                            |
| Transfer from CD Cap Project Fund  | 82,965                       | -                 | -                     | -                   | 82,965                             |
| Transfer from FIP                  | 44,818                       | -                 | -                     | -                   | 44,818                             |
| Transfer from FEMA-Hurricane       | 117,340                      | -                 | -                     | -                   | 117,340                            |
| Transfer from Public Works Capital | 30,000                       | -                 | -                     | -                   | 30,000                             |
| Special Donations                  | 1,491,352                    | -                 | -                     | -                   | 1,491,352                          |
| Miscellaneous Revenue              | 567,148                      | -                 | -                     | -                   | 567,148                            |
| Appropriated Fund Balance          | 572,874                      | 398,699           | -                     | 398,699             | 971,573                            |
| Long Term Financing                | 9,951,920                    | -                 | (1,222,685)           | (1,222,685)         | 8,729,235                          |
| <b>Total Revenues</b>              | <b>\$ 16,899,008</b>         | <b>\$ 398,699</b> | <b>\$ (1,340,689)</b> | <b>\$ (941,990)</b> | <b>\$ 15,957,018</b>               |
| <b>APPROPRIATIONS</b>              |                              |                   |                       |                     |                                    |
| Water Sports Facility Project      | \$ 306,325                   | \$ -              | \$ -                  | \$ -                | \$ 306,325                         |
| Wildwood Park                      | 10,541,321                   | -                 | -                     | -                   | 10,541,321                         |
| Transfer to General Fund           | 9,000                        | -                 | -                     | -                   | 9,000                              |
| Eppes Remodel                      | 1,374,151                    | -                 | (1,374,151)           | (1,374,151)         | -                                  |
| Parks Improvements                 | 45,000                       | -                 | -                     | -                   | 45,000                             |
| Pool Replacement                   | 4,276,828                    | -                 | 33,462                | 33,462              | 4,310,290                          |
| Off-Leash Dog Park                 | 100,000                      | -                 | -                     | -                   | 100,000                            |
| Parks Comprehensive Master Plan    | 147,000                      | -                 | -                     | -                   | 147,000                            |
| Pickleball Conversion              | 75,000                       | -                 | -                     | -                   | 75,000                             |
| Transfer to Other Fund             | 24,383                       | 398,699           | -                     | 398,699             | 423,082                            |
| <b>Total Appropriations</b>        | <b>\$ 16,899,008</b>         | <b>\$ 398,699</b> | <b>\$ (1,340,689)</b> | <b>\$ (941,990)</b> | <b>\$ 15,957,018</b>               |

Section IV: Estimated Revenues and Appropriations. Police Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

|                                  | 2022-23<br>Revised<br>Budget | H.                | Total<br>Amend #10 | 2022-23<br>Budget per<br>Amend #10 |
|----------------------------------|------------------------------|-------------------|--------------------|------------------------------------|
| <b>ESTIMATED REVENUES</b>        |                              |                   |                    |                                    |
| Transfer from General Fund       | \$ 734,456                   | \$ 200,000        | \$ 200,000         | \$ 934,456                         |
| Transfers from Capital Reserve   | 3,484,000                    | -                 | -                  | 3,484,000                          |
| Financing Proceeds               | 2,483,034                    | -                 | -                  | 2,483,034                          |
| <b>Total Revenues</b>            | <b>\$ 6,701,490</b>          | <b>\$ 200,000</b> | <b>\$ 200,000</b>  | <b>\$ 6,901,490</b>                |
| <b>APPROPRIATIONS</b>            |                              |                   |                    |                                    |
| New Technology for Public Safety | \$ 1,832,314                 | \$ -              | \$ -               | \$ 1,832,314                       |
| Police Storage Facility          | 3,596,358                    | -                 | -                  | 3,596,358                          |
| Superion Project                 | 1,159,676                    | -                 | -                  | 1,159,676                          |
| Transfer to IT Capital Projects  | 113,142                      | -                 | -                  | 113,142                            |
| Public Safety Annex Generator    | -                            | 200,000           | 200,000            | 200,000                            |
| <b>Total Appropriations</b>      | <b>\$ 6,701,490</b>          | <b>\$ 200,000</b> | <b>\$ 200,000</b>  | <b>\$ 6,901,490</b>                |

Section V: Estimated Revenues and Appropriations. ARPA Fund, of Ordinance #21-053 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

|                                      | 2022-23<br>Revised<br>Budget | J.          | Total<br>Amend #10 | 2022-23<br>Budget per<br>Amend #10 |
|--------------------------------------|------------------------------|-------------|--------------------|------------------------------------|
| <b>ESTIMATED REVENUES</b>            |                              |             |                    |                                    |
| Restricted Intergovernmental         | \$ 24,689,311                | \$ -        | \$ -               | \$ 24,689,311                      |
| <b>Total Revenues</b>                | <b>\$ 24,689,311</b>         | <b>\$ -</b> | <b>\$ -</b>        | <b>\$ 24,689,311</b>               |
| <b>APPROPRIATIONS</b>                |                              |             |                    |                                    |
| CSLRF Project                        | \$ -                         | \$ -        | \$ -               | \$ -                               |
| Premium Pay for Employees            | 305,000                      | (22,500)    | (22,500)           | 282,500                            |
| BUILD Grant City Match               | 9,813,000                    | -           | -                  | 9,813,000                          |
| E. 4th St. Reconstruction            | 187,000                      | -           | -                  | 187,000                            |
| Small Business/Non-Profit Assistance | 500,000                      | -           | -                  | 500,000                            |
| Greenfield Terrace Improvements      | 502,639                      | -           | -                  | 502,639                            |
| Dream Park Community Rec Center      | 2,381,672                    | -           | -                  | 2,381,672                          |
| PW Drainage Pipe Replacement         | 10,000,000                   | -           | -                  | 10,000,000                         |
| Town Common Bulkhead                 | 1,000,000                    | 22,500      | 22,500             | 1,022,500                          |
| <b>Total Appropriations</b>          | <b>\$ 24,689,311</b>         | <b>\$ -</b> | <b>\$ -</b>        | <b>\$ 24,689,311</b>               |

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

|   | 2022-23<br>Revised<br>Budget | H.          | Total<br>Amend #10 | 2022-23<br>Budget per<br>Amend #10 |
|---|------------------------------|-------------|--------------------|------------------------------------|
| <b>ESTIMATED REVENUES</b>                 |                              |             |                    |                                    |
| Special Fed/State/Loc Grant               | \$ 10,851,087                | \$ (43,157) | \$ (43,157)        | \$ 10,807,930                      |
| CARES Act Funding                         | 1,561,332                    | -           | -                  | 1,561,332                          |
| Transfer From General Fund                | 1,512,170                    | 43,157      | 43,157             | 1,555,327                          |
| Transfer From Pre-1994 Entitlement        | 27,419                       | -           | -                  | 27,419                             |
| Transfer from Other Funds                 | 107,895                      | -           | -                  | 107,895                            |
| <b>Total Revenues</b>                     | <b>\$ 14,059,903</b>         | <b>\$ -</b> | <b>\$ -</b>        | <b>\$ 14,059,903</b>               |
| <b>APPROPRIATIONS</b>                     |                              |             |                    |                                    |
| Personnel                                 | \$ 2,295,650                 | \$ -        | \$ -               | \$ 2,295,650                       |
| Operating                                 | 5,927,674                    | -           | -                  | 5,927,674                          |
| Capital Outlay                            | 2,006,385                    | -           | -                  | 2,006,385                          |
| Transfers                                 | 27,419                       | -           | -                  | 27,419                             |
| COVID-19                                  | 1,526,923                    | -           | -                  | 1,526,923                          |
| Rural Housing Recovery Grant              | 350,000                      | -           | -                  | 350,000                            |
| Environmental Enhancement Grant           | 150,935                      | -           | -                  | 150,935                            |
| STAR Grant                                | 330,000                      | -           | -                  | 330,000                            |
| Governor's Crime Commission Grant 22      | 24,500                       | -           | -                  | 24,500                             |
| Governor's Crime Commission Grant 23      | 22,900                       | -           | -                  | 22,900                             |
| COPS Community Policing Development       | 175,000                      | -           | -                  | 175,000                            |
| Justice Assistance Grant 2022             | 55,135                       | -           | -                  | 55,135                             |
| Project Lucky - Job Creation Grant        | 100,000                      | -           | -                  | 100,000                            |
| Opioid Settlement Trust                   | 45,532                       | -           | -                  | 45,532                             |
| Energy Efficient Conservation Block Grant | 146,850                      | -           | -                  | 146,850                            |
| Transfer to Other Funds                   | 875,000                      | -           | -                  | 875,000                            |
| <b>Total Appropriations</b>               | <b>\$ 14,059,903</b>         | <b>\$ -</b> | <b>\$ -</b>        | <b>\$ 14,059,903</b>               |

Section VII: Estimated Revenues and Appropriations. Pitt-Greenville Convention and Visitors Authority Fund, of Ordinance #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

|   | 2022-23<br>Original<br>Budget | I.                | Total<br>Amend #10 | 2022-23<br>Budget per<br>Amend #10 |
|---|-------------------------------|-------------------|--------------------|------------------------------------|
| <b>ESTIMATED REVENUES</b>                         |                               |                   |                    |                                    |
| Cocccupancy Tax (2%)                              | \$ 800,238                    | \$ -              | \$ -               | \$ 800,238                         |
| Cocccupancy Tax (1%)                              | 400,119                       | -                 | -                  | 400,119                            |
| Capital Reserve                                   | 325,000                       | -                 | -                  | 325,000                            |
| Investment Earnings                               | 584                           | -                 | -                  | 584                                |
| Appropriated Fund Balance                         | 98,417                        | 123,709           | 123,709            | 222,126                            |
| Capital Reserve/CVB                               | 50,000                        | -                 | -                  | 50,000                             |
| <b>Total Revenues</b>                             | <b>\$ 1,674,358</b>           | <b>\$ 123,709</b> | <b>123,709</b>     | <b>\$ 1,798,067</b>                |
| <b>APPROPRIATIONS</b>                             |                               |                   |                    |                                    |
| Pitt-Greenville Convention and Visitors Authority | \$ 1,674,358                  | \$ 123,709        | \$ 123,709         | \$ 1,798,067                       |
| <b>Total Appropriations</b>                       | <b>\$ 1,674,358</b>           | <b>\$ 123,709</b> | <b>\$ 123,709</b>  | <b>\$ 1,798,067</b>                |

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

|  | 2022-23<br>Revised<br>Budget | L.                | Total<br>Amend #10 | 2022-23<br>Budget per<br>Amend #10 |
|--|------------------------------|-------------------|--------------------|------------------------------------|
| <b>ESTIMATED REVENUES</b>                  |                              |                   |                    |                                    |
| Special Fed/State/Loc Grant                | \$ 18,400,000                | \$ -              | \$ -               | \$ 18,400,000                      |
| Restricted Intergovernmental - NCDOT       | 190,000                      | -                 | -                  | 190,000                            |
| Transfer from ARPA Fund                    | 9,813,000                    | -                 | -                  | 9,813,000                          |
| Transfer from Capital Reserve              | 3,266,882                    | -                 | -                  | 3,266,882                          |
| Transfer from Street Improvement Bond Fund | 2,555,921                    | -                 | -                  | 2,555,921                          |
| Transfer from Other Funds                  | 2,605,022                    | -                 | -                  | 2,605,022                          |
| Other In-kind Contributions                | 1,150,000                    | -                 | -                  | 1,150,000                          |
| Transfer from General Fund                 | 4,915,110                    | 118,758           | 118,758            | 5,033,868                          |
| Transfer from Stormwater Utility           | 4,000,000                    | -                 | -                  | 4,000,000                          |
| Sale of Property                           | 1,433,040                    | -                 | -                  | 1,433,040                          |
| Long Term Financing                        | 8,642,053                    | -                 | -                  | 8,642,053                          |
| <b>Total Revenues</b>                      | <b>\$ 56,971,028</b>         | <b>\$ 118,758</b> | <b>\$ 118,758</b>  | <b>\$ 57,089,786</b>               |
| <b>APPROPRIATIONS</b>                      |                              |                   |                    |                                    |
| <b>BUILD</b>                               | <b>\$ 48,574,006</b>         | <b>\$ -</b>       | <b>\$ -</b>        | <b>\$ 48,574,006</b>               |
| Pavement Management Program                | 3,668,269                    | -                 | -                  | 3,668,269                          |
| Employee Parking Lot                       | 1,363,753                    | 118,758           | 118,758            | 1,482,511                          |
| Ficklen Street Improvements                | 2,115,000                    | -                 | -                  | 2,115,000                          |
| Dickinson Avenue Improvements              | 1,250,000                    | -                 | -                  | 1,250,000                          |
| <b>Total Appropriations</b>                | <b>\$ 56,971,028</b>         | <b>\$ 118,758</b> | <b>\$ 118,758</b>  | <b>\$ 57,089,786</b>               |

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

Adopted this 5th day of June, 2023

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk