



ROCKY MOUNT, NC
THE CENTER OF IT ALL

ROCKY MOUNT CITY COUNCIL

COMMITTEE OF THE WHOLE MEETING

MONDAY, NOVEMBER 14, 2022

**CITY COUNCIL
COMMITTEE OF THE WHOLE**

**MONDAY, NOVEMBER 14, 2022
5:00 PM**

AGENDA

- | | |
|--|-----------------|
| 1. Cure Violence | Peter Varney |
| 2. Light Duty Vehicle Procurement and Repair | Ken Hunter |
| 3. RMPD October Report | Robert Hassell |
| 4. Housing Code Update | Peter Varney |
| 5. Mayor and Council Conference Room | Peter Varney |
| 6. Closed Session: City Manager Search
6:30p.m. | Kenyatta Uzzell |

MEMORANDUM



ROCKY MOUNT
CITY MANAGER'S OFFICE
THE CENTER OF IT ALL

To: Mayor and City Council
From: Peter Varney, Interim City Manager
Date: 11/7/2022
Re: Cure Violence

Some cities around the country have implemented a gun violence prevention program called "Cure Violence." It is a program that trains outreach workers and violence interruptions (people) raised in the neighborhoods where they work) to identify people most likely to be involved in gun violence and redirect them to make non-violent choices.

New Hanover County has adopted this model and has employed Mr. Cedric Harrison as director of the program. The County launched the program there about a year ago.

We have invited Mr. Cedric Harrison to explain the program at the Committee of the Whole meeting.

I have attached a new report on the program published in the May 2 edition of the Wilmington Star News. Also included is information from Cure Violence Global which explains how the model works.



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How Wilmington's new 'violence interrupters' plan to spread peace in the Port City

Emma Dill, Wilmington StarNews - May 2



Support journalism

The leader of a newly-formed division of New Hanover County aimed at tackling communitywide violence discussed the program's progress and future Friday.

New Hanover County established Port City United earlier this year as one of nine community initiatives aimed at addressing violence. Conversations about violence have been ongoing for decades in the Port City, but they came to a head last fall following a shooting at New Hanover High School.



Shawl Collar Elegant Loosen Daily Long Sleeve Coat Apricot/XL

Over the next three years, New Hanover County plans to spend more than \$3.5 million on Port City United as they invest in staffing the department, creating programming and up-fitting office space in the county's 320 Chestnut St. building.

More: [A never-ending cycle: Educator sees firsthand inequities caused by racial segregation in schools](#)

More: ['Big divide': How Wilmington's segregated neighborhoods contribute to racial imbalance in](#)

The New Hanover County Board of Commissioners approved funding for Port City United and other community initiatives in January. In March, the county named Cedric Harrison as the department's director. Harrison grew up in Wilmington and founded the nonprofit organization Support the Port.

Since then, the county has hired a total of 20 department employees with plans to hire at least six more people, according to Alex Riley, New Hanover County's communications and outreach coordinator.

Plans for Port City United, which draw upon elements of [Durham's Bull City United](#) and the [Cure Violence model](#), break down into three primary components, which Harrison outlined during Friday's press conference.

The first part of the program is a violence interruption team that will spend shifts walking through certain Wilmington neighborhoods known for high incidents of violent crime.



Microsoft Start



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Port City United staff on April 29, 2022.
© New Hanover County

"We'll be canvassing certain neighborhoods ... areas where poverty is high, crime is high," Harrison said. "Usually, those are the same locations for a lot of different reasons."

Port City United doesn't have an established relationship with law enforcement, including the Wilmington Police Department, Harrison said.

"So far, when we've reached out for data, we haven't received any of that yet," he said. "So we're hoping to build a better relationship over time."

Harrison said Port City United hopes to eventually use police data to confirm where shootings and other violent crimes are happening to make sure they have a presence in those areas. They also hope to ensure a higher police presence in certain areas to deter crime from happening.

Harrison said the department plans to focus their efforts on areas they know from lived experience are impacted by violent crime, including public housing communities and Wilmington's Northside, Southside and Eastside.



"Right now, we're just going off of the intel that we have of where we know a lot of shootings have occurred over the years of our experience living here in Wilmington," Harrison said.



Port City United held a roundtable discussion at the Port City United offices in downtown Wilmington, N.C., Friday, April 29, 2022. [MATT BORN/STARNEWS]
© , WSN

The violence interruption team will work to form relationships with people in these neighborhoods and try to connect those in need with resources. They will also gather information and data about the communities they serve, Harrison said.

The second feature of the program is a resource support center that will be staffed 24 hours a day with call takers who will connect callers with the resources they need. If someone calls the center with information about criminal activity, they will be directed to law enforcement.

The calls can be taken anonymously, Harrison said, although the details of the call logging system are yet to be fully worked out. Information gathered in the calls would not be public or available by public request, Jessica Loeper, New Hanover County's chief communication officer, added.

The program's third feature will be a group of community resource coordinators that will be split between New Hanover County's seven most at-risk schools. The coordinators will serve in an array of roles, including as mentors, caseworkers and mediators.

Last week, the department announced partnerships with Communities In Schools of Cape Fear, Voyage, and Leading Into New Communities or LINC.

Port City United will hire 22 coordinators, funded by New Hanover County, who will work to connect students and their families to community resources and provide intensive case management to help meet students' educational, nutritional, health and social needs, according to a press release about the partnership.





Tufanna Bradley, with Port City United, talks during a roundtable discussion at the Port City United offices in downtown Wilmington, N.C., Friday, April 29, 2022. [MATT BORN/STARNEWS]
© , WSN

Many of those hired by Port City United have personal histories intertwined with violence and some have past ties to local gangs. But those experiences, Harrison said, is what can help build trust and credibility for the program.

"Because of the things that they've done to make themselves credible amongst their peers, we want to use that leverage. We want to be able to use those folks as the first change agents to what's going on," Harrison said. "Because he can, you can too -- that type of thing."

The existing community relationships will help them establish trust within Wilmington's neighborhoods, even though they now represent New Hanover County.

"We've only been government employees for like three or four weeks now, we've been members of the community for all our lives," Harrison said.

Port City United plans to have its violence interruption team out on the streets by the end of May and the call center up and running at the beginning of June.

What We Do

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 English

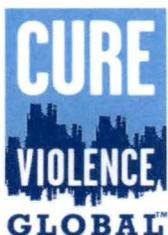
CVG's violence prevention public health methodology applies evidence-based public health epidemic-reversal strategies to:

1. Detect and interrupt (i.e., prevent) potentially violent situations,
2. Identify and change the thinking and behavior of the highest risk transmitters (i.e., those most likely to engage in violence), and
3. Change group norms that support and perpetuate the use of violence.

CVG's method entails analyzing violence clusters and transmission dynamics and uses paraprofessional health workers who are culturally sensitive credible messengers to interrupt transmission and change community norms around the use of violence. This is accomplished by hiring members of the community who have had similar life experiences to those at highest risk of committing acts of violence. Staff are trained as community health workers and receive extensive education and coaching in evidence-based methods of mediation, persuasion, behavior change, and norm change — all of which are essential for limiting the spread of outbreaks of violence.

1. Detect and interrupt potentially violent conflicts

Trained violence interrupters and outreach workers prevent shootings by identifying and mediating potentially lethal conflicts in the catchment area, and following up to ensure that the conflict does not reignite. Interrupters and other staff work separate from law enforcement and must remain independent in order to maintain the credibility needed to work those at high risk.



Mediate Ongoing Conflicts – Workers identify ongoing conflicts by talking to key people in the community about ongoing disputes, recent arrests, recent prison releases, and other situations and use mediation techniques to resolve them peacefully.

Keep Conflicts 'Cool' – Workers follow up with conflicts for as long as needed, sometimes for months, to ensure that the conflict does not become violent.



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 [English](#)



2. Identify and change behaviors of people at highest risk

Trained outreach workers implement a culturally-appropriate and trauma-informed approach to reduce the risk of those most likely to commit violence and to promote health equity. Outreach workers meet those at highest risk where they are at, talking to them about the costs of using violence, and helping them to obtain the social services they need – such as job training and drug treatment.

Elements.

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 [English](#)

and teaching alternative responses to situations.

Case Management – Workers develop a caseload of clients who they work with intensively – seeing clients several times a week and assisting with their needs such as drug treatment, employment, leaving gangs.

3. Mobilize the community to change norms

Workers engage leaders in the community as well as community residents, local business owners, faith leaders, service providers, and the high risk, conveying the message that the residents, groups, and the community do not support the use of violence.

Elements:

Respond to Every Shooting in Catchment – Whenever a shooting occurs within the Cure Violence catchment area, workers organize a response where dozens of community members voice their objection to the shooting

Organize Community – Workers coordinate with new, existing, and establish block clubs, tenant councils, and neighborhood associations within the catchment area to assist in preventing violence.

Spread Positive Norms – Program distributes materials and hosts events within the catchment area to convey the message that violence is not acceptable.





+ Hospital Response and Follow Up

The Cure Violence™ Hospital Response Program partners with local hospital trauma centers to provide a comprehensive response whenever a gunshot, stabbing, or blunt trauma victim arrives at the hospital. Program staff intervene during the critical window after a violent incident to prevent retaliation and interrupt the cycle of violence. Critically, the Cure Violence™ approach links the hospital with the community, allowing for the urgent prevention of retaliation and follow up with those affected.

For more detail, [see this handout](#).

+ Adaptation to Context and Type of Violence

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 English

MEMORANDUM



ROCKY MOUNT, NC
THE CENTER OF IT ALL

To: Peter Varney, Interim City Manager
Cc:
From: Kenneth Hunter, Assistant to the City Manager for Budget & Evaluation
Date: 11/08/2022
Re: Transitioning Vehicle Procurement and Light-Duty Vehicle Maintenance

Presently, all City-owned vehicles, light-duty and heavy equipment, are procured by purchase. Light-duty vehicles are purchased off available State contracts and funded by current revenues as capital outlay appropriated in the annual operating budget. While this process has worked in the past to secure scheduled vehicles, overall budget constraints limit the ability for the City to replace light-duty vehicles on an appropriate schedule to ensure effective utilization and minimize maintenance costs. Recent and likely permanent changes to the environment for light-duty vehicle procurement and availability of in-house manpower to properly service these vehicles require re-evaluation of our long-standing approach.

For several years, City staff have been approached by a private vendor (Enterprise) to transition from direct purchase light-duty vehicle procurement. More recently, this vendor presented a multi-faceted program addressing leased procurement, incorporated maintenance plans for lease-procured vehicles, and maintenance management of City-owned light-duty vehicles through outsourced services.

City staff provided Enterprise with information on its current inventory of light-duty fleet, including Police vehicles. Enterprise evaluated this information, analyzed the current condition of light-duty fleet, and recommended the following actions:

- Approval of a Master Agreement between the City and Enterprise enabling Enterprise to procure light-duty vehicles and providing them to the City under an Equity Lease arrangement.
 - Upon delivery of a new vehicle, Enterprise would process sale of the existing, replaced City-owned vehicle, with the City receiving credit for the sale value. The City would subsequently pay monthly for leasing of

the delivered vehicle, with an additional monthly payment covering future maintenance costs.

- The base terms of each vehicle’s lease agreement will be set where the City can take ownership (title) on the vehicle at the end of the agreement. Enterprise will evaluate leased vehicles on a regular basis to determine if specific vehicles can be sold at an amount greater than their scheduled depreciated value. If sold, the City will receive a replacement vehicle (under a new lease agreement) and a payment or credit for the net value of the sold vehicle compared to its scheduled depreciated value. This enables the City to maintain a newer fleet of vehicles while potentially reducing annual lease payment costs.
- Currently, there are 342 City-owned light-duty vehicles (including Police). Enterprise recommends elimination of 12 vehicles from the fleet due to their limited usage and replacement of the remaining 330 vehicles over the following 4-year schedule:

Year	Starting City-Owned Fleet	Fleet Reduction	Replaced with Leased Vehicles	Ending City-Owned Fleet	Starting Leased Fleet	New Leased Fleet	Ending Leased Fleet	Leased Fleet Change-outs
2023	342	12	194	136	-	194	194	-
2024	136	-	18	118	194	18	212	-
2025	118	-	43	75	212	43	255	121
2026	75	-	48	27	255	48	303	23
2027	27	-	27	-	303	27	330	142

- Adoption of an Agreement with Enterprise for maintenance management of all City light-duty vehicles (leased and City-owned).
 - Maintenance will be provided by local service vendors at rates agreed to with Enterprise. These rates should be less than retail rates charged by the same vendors.
 - City staff will continue to supplement preventative maintenance of light-duty, City-owned vehicles.
 - Maintenance costs for leased vehicles (except Police patrol) will be assessed by Enterprise in the form of a fixed monthly payment for each vehicle, identified in the Lease Agreement.

- For City-owned and leased Police patrol vehicles, the City will pay a \$5/month/vehicle administrative fee to Enterprise, along with the billed costs for services provided by vendors with agreements with Enterprise.
- Enterprise's maintenance management also includes City staff access to software to track and manage maintenance of all vehicles, including heavy rolling stock (i.e., Utility Trucks, Fire Trucks, etc.).

Implementation of Enterprise's recommendations would provide the following benefits to the City with respect to its operations:

- Procurement via leasing will enable the City to replaced aged light-duty vehicles and provide modern, reliable equipment to employees in a faster manner than the current practice of direct purchase due to Enterprise's broader network of vehicle suppliers and limited City funds available for capital outlay.
- City employees utilizing vehicles will have access to safer, more reliable equipment in the performance of daily duties.
- Increasing the share of newer light-duty vehicles should also increase existing fleet fuel efficiency, reduce vehicle down time, and reduce overall City fuel and maintenance costs currently associated with older fleet age.
- Enterprise's maintenance management program for City-owned light-duty vehicles will provide the ability for the City's Fleet Maintenance operation to transition and focus its services on maintaining the City's heavy rolling stock and servicing small engine repair (mowers, weed eaters, etc.).

Implementation also requires consideration of the following costs and changes to City practice:

- The City will need to dedicate staffing to the management of its agreements for light-duty vehicle leasing and outsourced maintenance. This will require the reallocation of two (2) funded, vacant positions in Fleet Maintenance (1 Mechanic and 1 Administrative Clerk) to the following:
 - One (1) Accounting Technician-level position assigned to Fleet Maintenance for administration and oversight of light-duty vehicle maintenance and procurement of leased vehicles.

- One (1) Accountant I position assigned to Accounting for administration of vehicle lease agreements, including assurance of compliance with standards established recently by GASB Statement 87.
- Current budgetary appropriation of the direct purchase of light-duty vehicles is discretionary and can be deferred if necessary to offset revenue shortfalls (due to changing economic conditions) or the need to reallocate funding to more urgent needs (disaster response). Changing vehicle procurement to a leased approach makes the associated expenditure and budgetary appropriation an obligation, and thus nondiscretionary. This will reduce the amount of budgetary capacity available for reduction or deferment less when responding to challenges such as those experienced by the City following the 2008 economic crisis and the 2020 COVID Pandemic.
- The City will continue to manage and provide internal fueling of all fleet vehicles and equipment, given the significant cost advantage available to the City in directly acquiring bulk fuel and the satisfactory condition of fleet fueling infrastructure.

The overall financial impact of implementing Enterprise's recommendations is positive when compared to existing City budget allocations for replacement of light-duty vehicles and funding of Fleet Maintenance operations. Total costs of the proposed implementation will only increase existing projected budgets under current conditions in Year 3, with combined savings over the first 6 years estimated conservatively at close to \$4 million.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Combined
Current Funding (All Funds)							
Light-Duty Vehicles	1,492,000	1,560,000	1,640,000	1,720,000	1,808,000	1,895,000	10,115,000
Existing Light-Duty Maintenance	800,000	825,000	850,000	875,000	900,000	927,000	5,177,000
Total Current Base Funding	2,292,000	2,385,000	2,490,000	2,595,000	2,708,000	2,822,000	15,292,000
Cost of Proposed Implementation							
Vehicle Leasing (12-Months)	1,779,654	1,957,059	2,652,341	2,987,089	3,229,733	3,229,733	15,835,609
Minus Proceeds from Vehicle Sales	(750,000)	(200,000)	(450,000)	(450,000)	(200,000)	-	(2,050,000)
Minus Equity from Lease Exchange	-	(1,400,000)	(250,000)	(1,700,000)	(1,000,000)	(2,050,000)	(6,400,000)
Existing Fleet Maintenance Costs	500,000	450,000	350,000	300,000	100,000	-	1,700,000
Estimated Maintenance Costs	452,000	421,000	348,000	266,000	220,000	220,000	1,927,000
Software for City-Owned Vehicles	42,000	28,000	24,000	20,000	16,000	12,000	12,000
Staffing Adjustments	40,000	42,000	44,000	46,000	49,000	52,000	273,000
Total Cost of Implementation	2,063,654	1,298,059	2,718,341	1,469,089	2,414,733	1,463,733	11,297,609
Net Savings/(Cost)	228,346	1,086,941	(228,341)	1,125,911	293,267	1,358,267	3,994,391
<i>As % of Current Base Funding</i>	10%	46%	-9%	43%	11%	48%	26%

Implementation of these proposed changes will require the following actions:

- Presentation to City Council of proposed concepts, agreements with Enterprise, and transition plan for operations of Fleet Maintenance Division.
- City Council approval of the following:
 - Master Agreements with Enterprise
 - Authorization for City Manager to approve and execute individual Lease Agreements for vehicles
 - Amendment to Staffing Resolution reclassifying 2 current Mechanic Positions to 1 Accounting Technician (in Fleet Maintenance) and 1 Accountant I (in Accounting)
- Upon City Council approval, City staff will proceed with the following:
 - Advising and training City departments on leasing procurement model and utilization of maintenance management system
 - Working with Enterprise to finalize selection of vehicles for Year 1 leasing
 - Recruiting and hiring Accounting Technician and Accountant I to coordinate staffing
 - Receiving vehicles procured by Enterprise, transferring existing City-owned vehicles to Enterprise for sale, and processing maintenance of other City-owned vehicles through Enterprise's Maintenance Management program.

The City's Minority and Women's Business Enterprise (MWBE) Program will work with Fleet Maintenance and Enterprise to expand participation by local, MWBE vendors in maintenance of City vehicles, both City-owned and leased through Enterprise.

If City Council approves necessary actions by November 28, 2022, transition and implementation should take place no later than spring 2023.

I recommend City Manager approval for presentation to City Council at their Committee of the Whole Meeting on November 14, 2023.



ROCKY MOUNT, NC
THE CENTER OF IT ALL

Light-Duty Vehicle Leasing & Maintenance Outsourcing

11/14/2022, City Manager's Office





- Aging light-duty fleet
 - 342 total vehicles (186 over 10 years old)
 - Lack of replacements in FY 2020 & FY 2021 due to Pandemic
 - Minimal current funding available to accelerate replacement
 - Challenges due to supply disruptions
- Fleet maintenance challenges
 - Difficult to recruit, retain mechanics
 - Significant changes in vehicle models
 - Many current repairs already outsourced to local vendors



- Vehicle procurement through open-ended leases
 - Five-year lease agreements
 - Can acquire at end of lease
 - Can return anytime, take advantage of resale value
- Outsourced light-duty vehicle maintenance
 - Working with maintenance management partner
 - Negotiated rates with local vendors
 - Centralized billing and payment
 - Available for leased and City-owned vehicles
 - City will continue supplementing light-duty preventative maintenance



- Master agreement with Enterprise approved by Council
 - Piggyback existing NC local government contract
 - Enterprise sources vehicles from broader vendor network
 - City Manager reviews, approves individual leases
 - Enterprise processes sale of replaced vehicles, City receives proceeds
- Increases quantity of vehicles for annual replacement
- Lower costs compared to direct purchase
- Managed turnover to reclaim built-up equity
 - Sell vehicles before end of lease agreements
 - Use equity as credit to reduce costs of future leases



- Agreement with Enterprise Maintenance Management
- Leased vehicles (except patrol cars)
 - Monthly maintenance fee added to lease
 - Covers all maintenance costs
 - No deductible
- City-owned vehicles and leased patrol cars
 - \$5/month management fee
 - City pays vendor charges, at rates negotiated by Enterprise
 - Direct billing by Enterprise
- Online, centralized management of all vehicles



- Staffing: Reallocation of 2 funded, vacant positions
 - 1 Accounting Technician to handle maintenance management
 - 1 Accountant I to handle lease management
- Transition
 - Moving all vehicles to Enterprise's fleet software
 - Adjusting Fleet Maintenance operations to focus on preventative maintenance, heavy vehicles, and small engines
 - Light-duty vehicles move from capital outlay to lease obligation
 - Discretionary budget impact
 - Expanding utilization of MWBE vendors

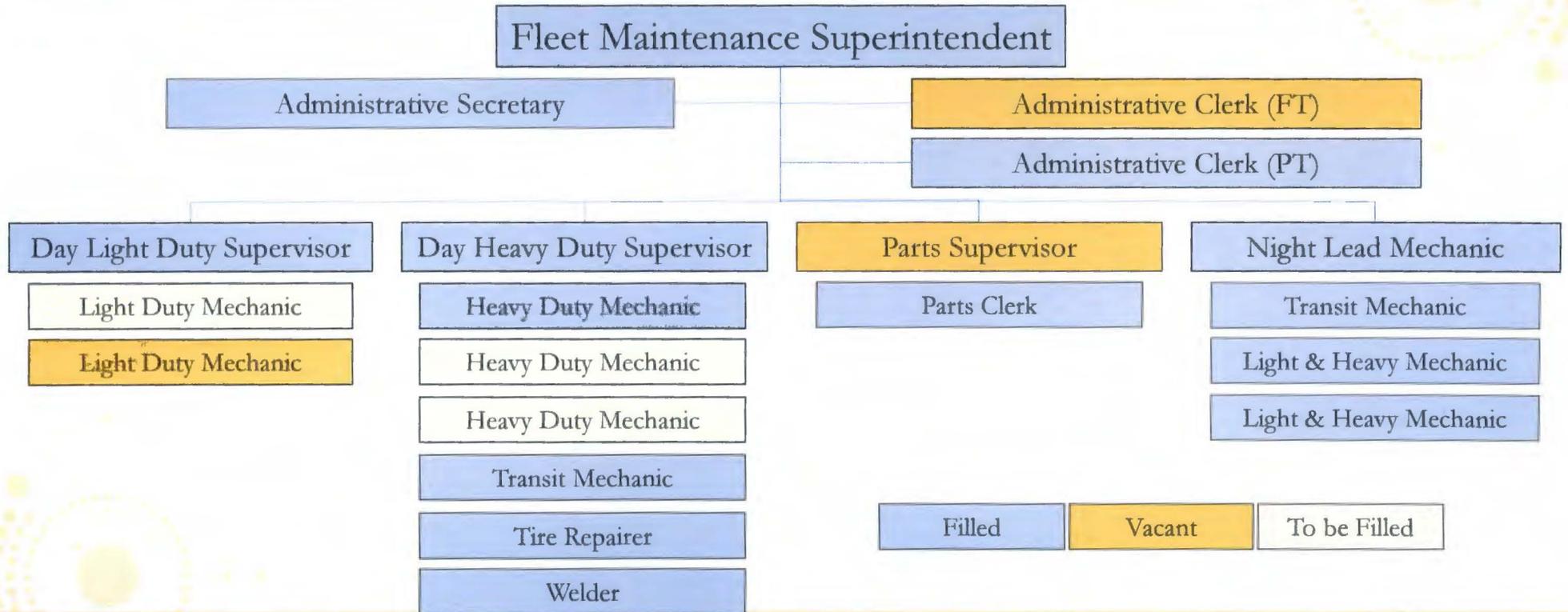


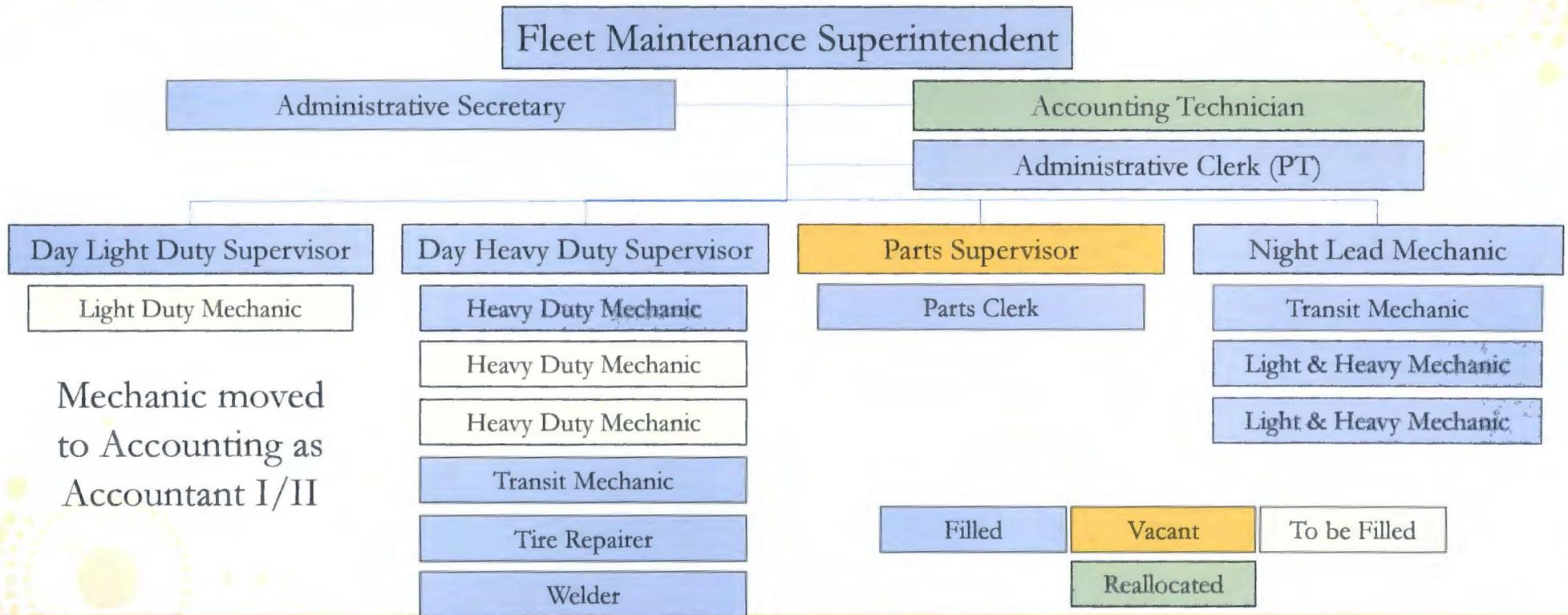
Transition Schedule

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Mechanic moved to Accounting as Accountant I/II



- Approve agreements with Enterprise
- Proceed with leased light-duty vehicle acquisitions for FY 2023
 - Evaluate progress with procurement and performance
- Transition all light-duty vehicle maintenance to Enterprise's maintenance management program
- Transition all vehicle (light-duty and heavy equipment) records management to Enterprise's vehicle management software
- Continue internal maintenance of heavy equipment and small engines
- Reallocate funded staff to manage transitioned operations (2 FTEs)
- Recruit & utilize MWBE participation as maintenance providers

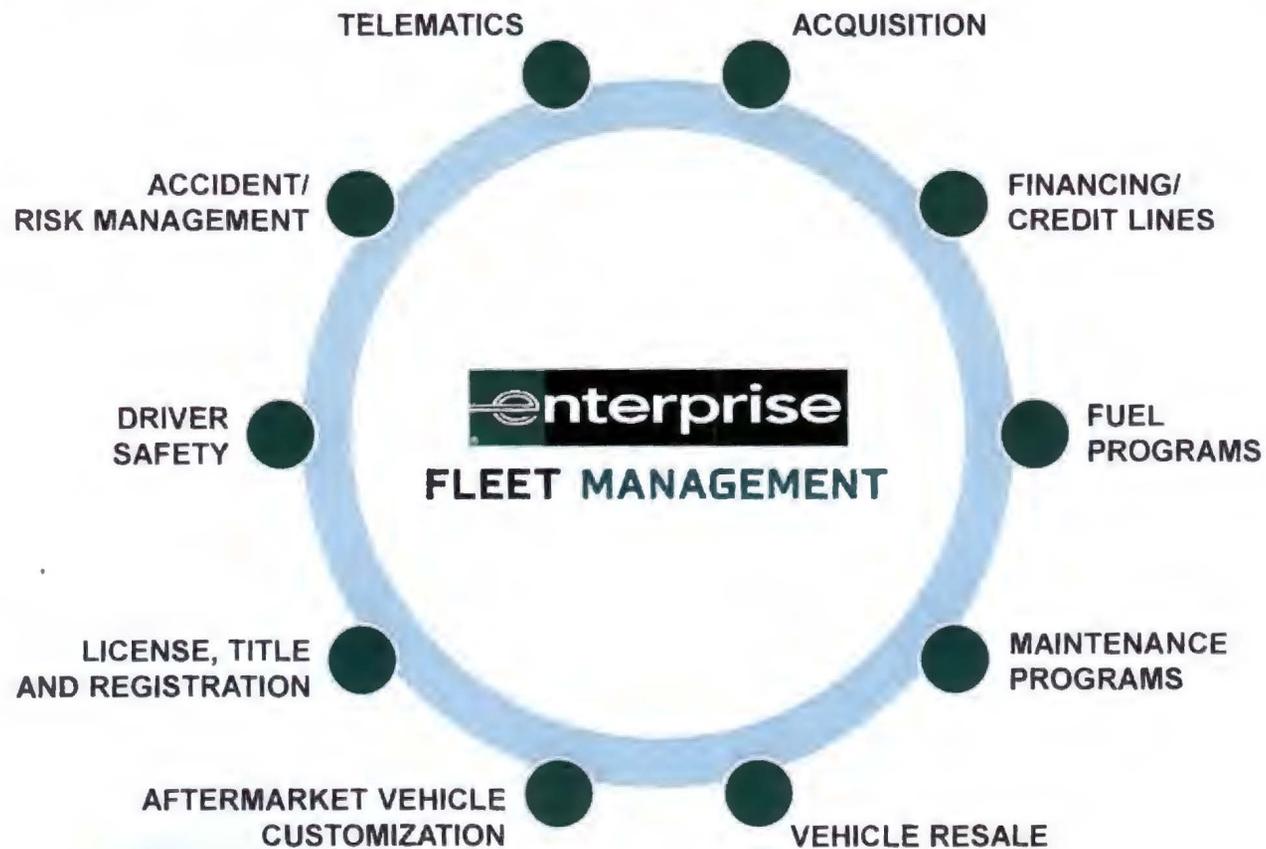


FLEET MANAGEMENT



DELIVERING SOLUTIONS. DRIVING RESULTS.

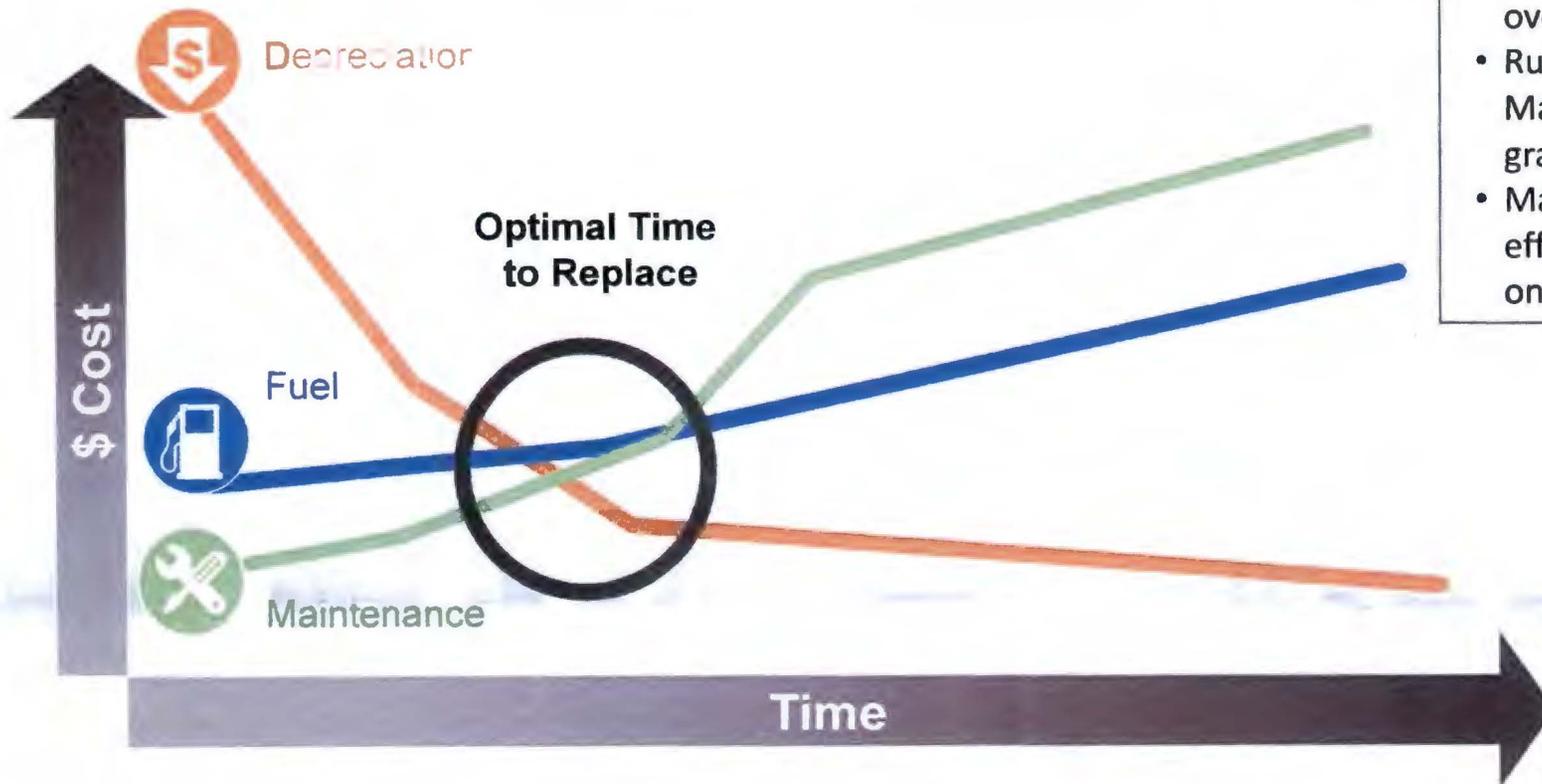
enterprise
FLEET MANAGEMENT



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EFFECTIVE VEHICLE LIFECYCLE



Key Observations

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

GOVERNMENT BUYING POWER



2018 GMC Sierra 1500
Double Cab

\$33,225 – Retail
Invoice

Government
Pricing



Price
\$21,492

MANHEIM AUCTION RESULTS

Year Sold	Avg Odometer	Sale Price	Capital Outlay
2018	8,900	\$24,900	-\$3408
2019	16,500	\$21,700	- \$208

UNDERSTANDING THE EQUITY LEASE



60 months *1.40% Monthly
Depreciation = 84% of Delivered Price
(\$332/month in Principal)

* Increasing the Monthly
Depreciation % lowers the
Reduce Book Value
mirroring a finance

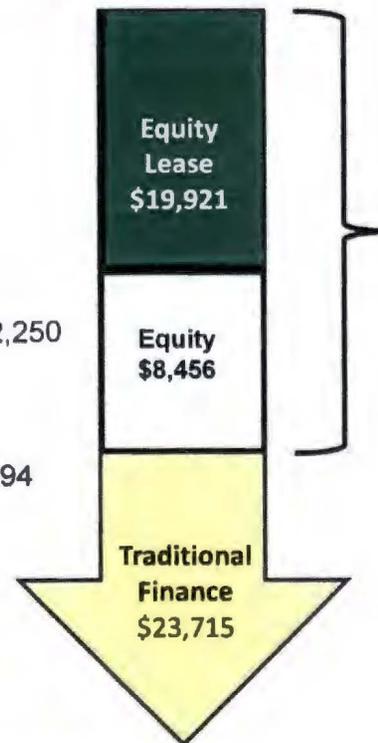
Delivered Price - \$23,715

Factors:

- No Mileage Restrictions
- No Excessive Wear & Tear
- Down Payment Flexibility
- Flexible Monthly Terms
- Resale Gains Passed to Customer

Estimated Resale - \$12,250

Unpaid Principal - \$3,794



\$0 Loan Balance (\$395/month in Principal)

Sample Fleet Planning Analysis

Current Fleet	45	Fleet Growth	0.00%	Proposed Fleet	45
Current Cycle	9.00	Annual Miles	7,800	Proposed Cycle	5.00
Current Maint.	\$68.00	Insurance	\$0.00	Proposed Maint.	\$34.71
Fuel Info		MPG	10	Price/Gallon	\$2.30

Fleet Costs Analysis

Fiscal Year	Fleet Mix				Fleet Cost					Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Surplus	Fuel	Fleet Budget	Net Cash	
Average	45	5.0	45	0	134,690	0	38,720	0	80,730	252,140	0	
'19	45	22	23	22	0	121,858	27,932	-22,000	72,838	200,627	51,513	
'20	45	7	16	29	0	163,378	25,136	-14,000	70,325	244,839	7,301	
'21	45	2	14	31	0	172,553	24,338	-7,000	69,607	259,498	-7,358	
'22	45	10	4	41	0	231,269	20,343	-65,000	66,019	252,632	-492	
'23	45	4	0	45	0	250,614	18,745	-275,417	64,584	58,527	193,613	
'24	45	22	0	45	0	250,614	18,745	-80,886	64,584	253,057	-918	
'25	45	7	0	45	0	250,614	18,745	-9,201	64,584	324,743	-72,603	
'26	45	2	0	45	0	250,614	18,745	-95,303	64,584	238,641	13,499	
'27	45	10	0	45	0	250,614	18,745	-28,774	64,584	305,169	-53,030	
'28	45	4	0	45	0	250,614	18,745	-241,417	64,584	92,527	159,613	
10 Year Savings										\$291,137	Avg. Sustainable Savings	\$9,312

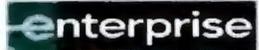


■ Fuel ■ Maintenance ■ Purchase

Key Objectives

- **Lower the average age of the fleet**
 - 44% of the fleet is over 10 years old
 - Resale of older vehicles is reduced
 - Newer vehicles have the most up to date safety standards
- **Reduce operating costs**
 - Reduction in fuel
 - Reduction in maintenance
- **Long term sustainability**
 - Five year program implementation
 - Quarterly reviews and annual assessments with your local Account Manager

Menu Pricing – F-250 Crew Cab



FLEET MANAGEMENT

Equity Lease Menu Pricing Example

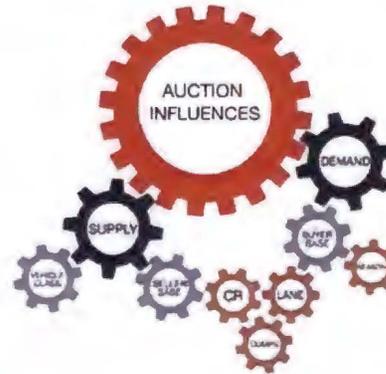
Vehicle	Description	Delivered Cost	Quantity	Term	Estimated Annual Mileage	Monthly Cost (Lease Payment)	Annual Cost Excluding Maintenance by Quantity
2022 F-250 Crew Cab 4WD	Crew Cab	\$ 42,567.00	1	48	15000	\$928.65	\$11,143.80
2022 F-250 Crew Cab 4WD	Streets Crew Cab(replace 72)	\$ 44,385.00	1	48	15000	\$968.23	\$11,618.76
2022 F-250 Crew Cab 4WD	Service Garage (replace 71)	\$ 55,319.00	1	48	15000	\$1,206.29	\$14,475.48

*estimated pricing

Total Annual	\$22,762.56
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VEHICLE DISPOSAL

Enterprise will maximize your resale value!



- NC/VA Remarketing Statistics**
- 35 dedicated sales professionals
 - 800+ active dealers
 - 12 Remarketing Lots
 - 12.5 days to pick up and sell
 - NC ranked #1 Nationally for 2016

OPERATING EXPENSES

Maintenance



Full Maintenance

- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs

Maintenance Management

- "Bridge" program for currently owned fleet vehicles
- Seamless experience for field drivers

Enterprise National Service Department

- 200 Employees with over 1,100+ total ASE certifications
- 400,000+ vehicles under management on this program
- \$40.8 million in customer savings in 2017
- \$3.5 million in post warranty/goodwill refunded to our customers in 2017



OPERATING EXPENSES

Fuel



EFM Fuel Card

- Track and enforce fleet policy
- Control abuse/unauthorized purchases

Key Payoffs

- EFM fuel card accepted at 90% of US retail fuel locations
- Lower fuel expenses by up to 15%
- Driver access to virtually all stations
- Simple access to "Level III" data with web tools



SAVE

**UP TO
15%**

**ON
FUEL
COSTS.**



TELEMATICS



FLEET

- Improve MPG
- Decrease Idling
- Reduce Speeding
- Engine Diagnostics
- Vehicle Maintenance



SAFETY

- Risk & Safety Reports
- In-vehicle Coaching
- Accident Notifications
- Seatbelt Usage
- Driving in Reverse



PRODUCTIVITY

- Customer Svc. Time
- Identify Unplanned Stops
- Drive Time vs. Customer Service Time



COMPLIANCE

- HOS
- DVIR
- IFTA
- Driver e-logs
- Reduce Paperwork



Annual Client Review

If we don't measure it, you can't improve it:

- Web based solution for the EFM team to evaluate the prior year's fleet performance
- Analyze all fleet costs including *maintenance, fuel, insurance, depreciation, etc.*
- Document future goals to develop the best possible fleet cycling plan for the future of the fleet

Fleet Planning Tool Kit

Purchase the right vehicle at the right cost:

- Online vehicle selector allowing Enterprise to compare up to 6 vehicles side-by-side
- Integrate all costs for a total cost analysis: *monthly vehicle costs, replacement schedules, maintenance, taxes, fuel, etc.*
- Determine the best time to replace your vehicles



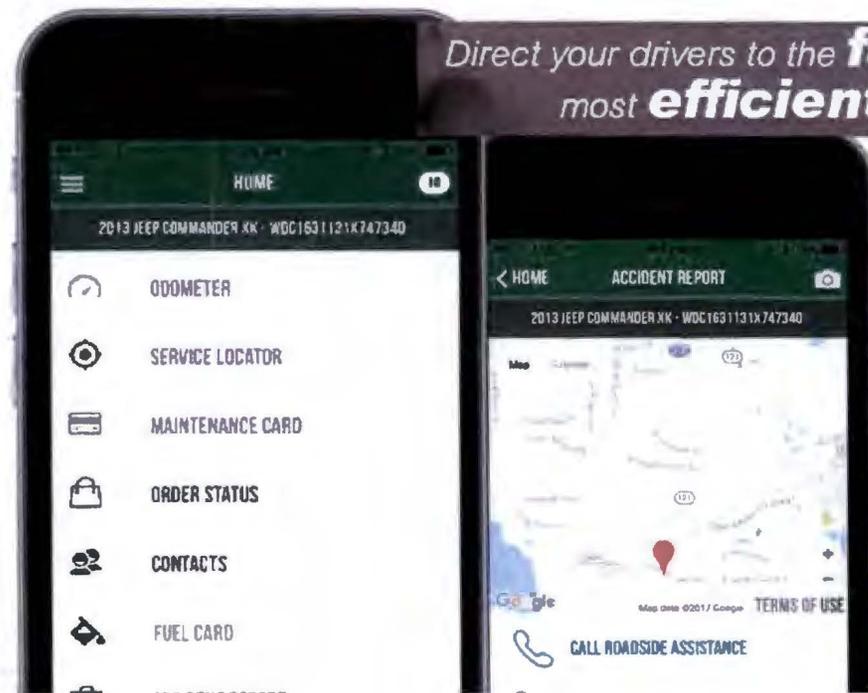
RESOURCES

Driver Resources



Mobile App Features

- Maintenance Card
- Maintenance & Fuel Locators
- Accident Reports
- Order Status
- Roadside Assistance
- Alerts & Reminders
- Vehicle Information
- Contact Information
- Ability to Store Insurance Cards



NEXT STEPS

Ongoing Consultation & Fleet Analysis

Defining The Recommendations

Decision Making
Process & Others
Involved

Due Diligence
Process

Award
Process

Ongoing Fleet Manager & Driver Support

Fleet
Implementation

Account Team Introductions

Products Onboarding

Technology & Reporting

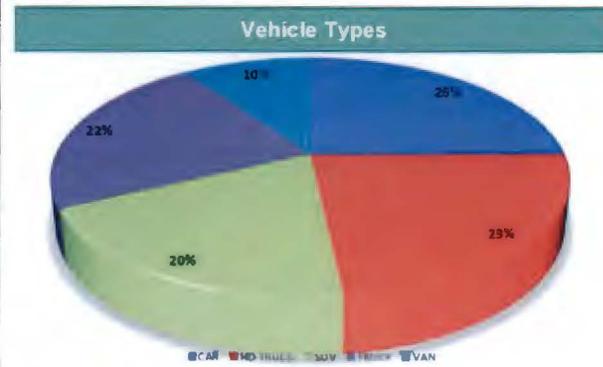
Annual Client Review

City of Rocky Mount, North Carolina - Fleet Profile

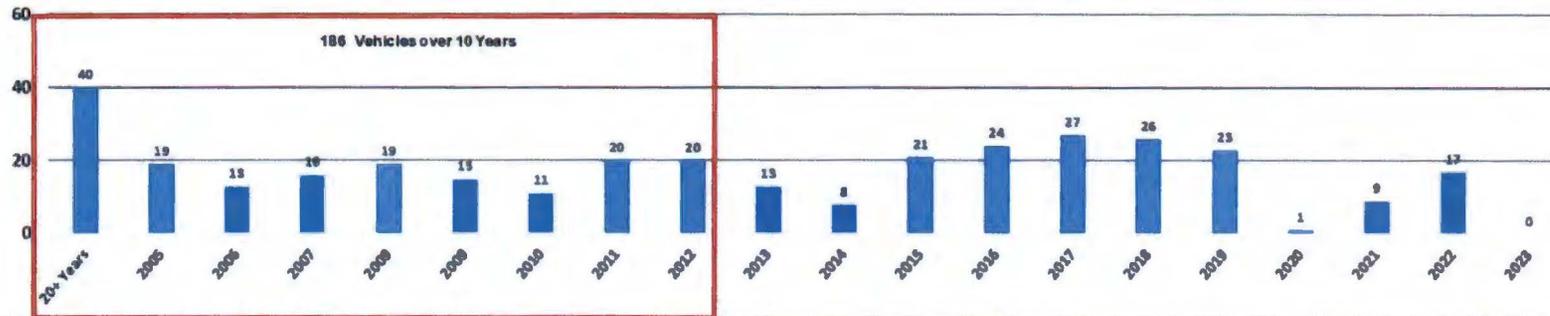
Fleet Profile Fleet Replacement Schedule Replacement Criteria

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2023	2024	2025	2026	2027	Under-Utilized
Mid-size Sedan	9	10.0	9,500	7	1	1	0	0	0
Full-size Sedan	76	8.8	11,100	30	4	15	18	0	9
Minivan-Cargo	7	13.8	8,300	4	1	1	0	0	1
Minivan-Passenger	3	16.6	9,100	3	0	0	0	0	0
Full-size Van-Passenger	6	13.1	5,800	4	1	1	0	0	0
1/2 Ton Van Cargo	6	16.3	5,600	5	0	0	1	0	0
3/4 Ton Van Cargo	3	9.6	3,200	2	0	1	0	0	0
1 Ton Van Cargo	8	13.1	10,200	6	2	0	0	0	0
Compact SUV 4x4	6	12.3	9,300	5	1	0	0	0	0
Mid Size SUV 4x4	39	5.1	11,600	7	1	6	6	19	0
Full Size SUV 4x2	10	8.6	11,100	7	0	2	1	0	0
Full Size SUV 4x4	12	14.8	8,600	11	0	0	0	1	0
Compact Pickup Reg 4x2	5	22.3	7,500	5	0	0	0	0	0
Compact Pickup Quad 4x2	18	9.3	6,900	10	0	0	1	7	0
1/2 Ton Pickup Reg 4x2	33	13.5	10,100	27	0	1	5	0	0
1/2 Ton Pickup Quad 4x4	21	8.1	6,900	7	1	6	7	0	0
3/4 Ton Pickup Reg 4x2	27	17.9	7,200	26	0	0	1	0	0
3/4 Ton Pickup Quad 4x2	44	10.7	8,500	25	5	9	5	0	0
1 Ton Cab Chassis	7	11.6	6,400	1	1	0	3	0	2
1 1/2 Ton Cab Chassis	2	11.9	4,700	2	0	0	0	0	0
Totals/Averages	342	10.8	9,200	194	18	43	48	27	12

- * Fiscal Year 2023 = 10 years old and older, or odometer over 160,000
- * Fiscal Year 2024 = 8 years old and older, or odometer over 93,300
- * Fiscal Year 2025 = 6 years old and older, or odometer over 66,600
- * Fiscal Year 2026 = 4 years old and older, or odometer over 79,900
- * Fiscal Year 2027 = Remaining Vehicles
- * Underutilized = Annual Mileage less than 1,000



Model Year Analysis

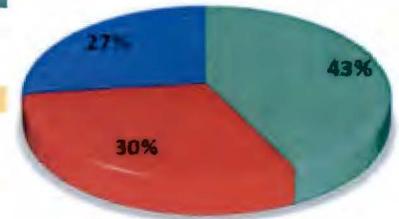


City of Rocky Mount, North Carolina - Fleet Planning Analysis

Current Fleet	342	Fleet Growth	-0.80%	Proposed Fleet	330
Current Cycle	19.00	Annual Miles	9,500	Proposed Cycle	3.29
Current Maint.	\$197.92			Proposed Maint.	\$55.33
Maint. Cents Per Mile	\$0.25	Current MPG	10	Price/Gallon	\$3.60

Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost							Annual Net Cash	
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel		Fleet Budget
Average	342	18.0	342	0	718,109	0			812,250	1,132,704	2,663,063	0
'23	330	194	136	194	0	1,779,654	-975,008		451,798	979,036	2,235,481	427,582
'24	330	18	118	212	0	1,957,059	-277,884	-1,491,266	420,998	964,779	1,573,885	1,089,177
'25	330	164	75	255	0	2,652,341	-534,140	-283,154	347,421	930,718	3,113,186	-450,123
'26	330	71	27	303	0	2,987,089	-549,859	-1,753,287	265,288	892,697	1,841,929	821,133
'27	330	169	0	330	0	3,229,733	-205,988	-1,055,312	219,089	871,311	3,058,833	-395,771
'28	330	84	0	330	0	3,229,733		-2,155,918	219,089	871,311	2,164,214	498,847
'29	330	174	0	330	0	3,229,733		-648,994	219,089	871,311	3,671,138	-1,008,077
'30	330	52	0	330	0	3,229,733		-2,209,680	219,089	871,311	2,110,453	552,608
'31	330	176	0	330	0	3,229,733		-799,435	219,089	871,311	3,520,698	-857,637
'32	330	63	0	330	0	3,229,733		-2,563,565	219,089	871,311	1,756,567	906,493



10 Year Savings	\$1,584,231	Avg. Sustainable Savings	\$18,447
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Current Fleet Equity Analysis

YEAR	2023	2024	2025	2026	2027	Under-Utilized
QTY	194	18	43	48	27	12
Est \$	\$4,910	\$15,427	\$12,422	\$11,455	\$7,629	\$1,866
TOTAL	\$952,620	\$277,684	\$534,140	\$549,859	\$205,988	\$22,388
Estimated Current Fleet Equity**					\$2,542,678	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "as is" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

54% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

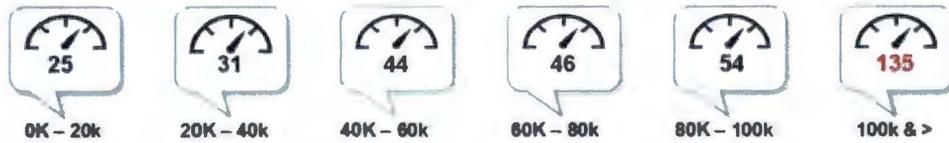
Reduce operating costs

Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

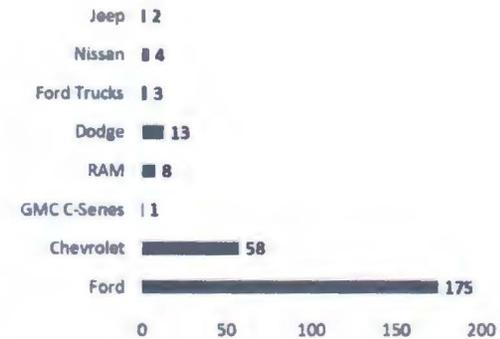
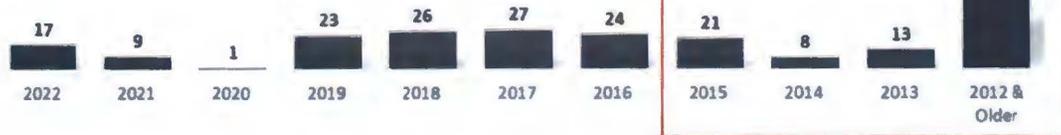
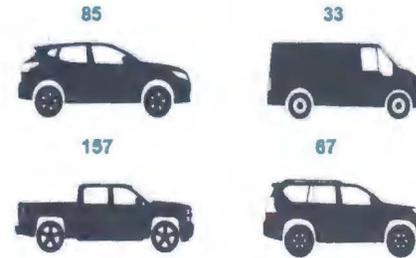
Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded





Vehicle Class



342	Vehicle Information							Contract		
Qty.	Vehicle Type	Year	Make	Model	Description	(X) 4x4	(7/21)	Term	Annual Miles	AM\$
9	Mid-size Sedan	2022	Chevrolet	Malibu	1ZC69-LS w/1FL 4dr Sedan			60	9,500	-
76	Full-size Sedan	2022	Dodge	Charger	LDEE48-Police 4dr All-Wheel Drive Se		CRV	60	11,100	10,000
7	Minivan-Cargo	2022	RAM	ProMaster City Cargo Van	VMDL51-Base Cargo Van			60	9,300	3,000
3	Minivan-Passenger	2022	Chrysler	Voyager Passenger Van	RUCL63-LX Passenger Van			24	9,100	-
6	Full-size Van-Passenger	2022	Chevrolet	Express 2500 Passenger Van	CG23406-LS Rear-Wheel Drive Passen			36	5,900	-
6	1/2 Ton Van Cargo	2022	Ford	Transit-150 Cargo	E1Y-Base Rear-Wheel Drive Low Roof			36	5,600	3,000
3	3/4 Ton Van Cargo	2022	Ford	Transit-250 Cargo	R1Y-Base Rear-Wheel Drive Low Roof			36	3,200	3,000
8	1 Ton Van Cargo	2022	Ford	Transit-350 Cargo	W1Y-Base Rear-Wheel Drive Low Roof			36	10,200	3,000
6	Compact SUV 4x4	2022	Jeep	Compass	MPJL74-Sport 4dr 4x4	X		60	9,300	-
39	Mid Size SUV 4x4	2022	Ford	Police Interceptor Utility	K8A-Base All-Wheel Drive	X	CRV	60	11,600	10,000
10	Full Size SUV 4x2	2023	Chevrolet	Tahoe	CC10706-Commercial 4x2			24	11,100	-
12	Full Size SUV 4x4	2023	Chevrolet	Tahoe	CK10706-Commercial 4x4	X		24	8,600	-
5	1/2 Ton Pickup Ext 4x2	2022	Ford	F-150 Super Cab	X1C-XL 4x2 SuperCab 6.5 ft. box 145 in			24	7,500	-
18	1/2 Ton Pickup Ext 4x2	2022	Ford	F-150 Super Cab	X1C-XL 4x2 SuperCab 6.5 ft. box 145 in			24	6,900	-
33	1/2 Ton Pickup Reg 4x2	2022	Ford	F-150 Regular Cab	F1C-XL 4x2 Regular Cab 6.5 ft. box 122			24	10,100	-
21	1/2 Ton Pickup Quad 4x4	2022	Ford	F-150 Crew Cab	V1E-XL 4x4 SuperCrew Cab 5.5 ft. box X			24	6,900	-
27	3/4 Ton Pickup Reg 4x2	2022	Ford	F-250 Regular Cab	F2A-XL 4x2 SD Regular Cab 8 ft. box 1			24	7,200	3,000
44	3/4 Ton Pickup Quad 4x2	2022	Ford	F-250 Crew Cab	W2A-XL 4x2 SD Crew Cab 6.75 ft. box			24	8,500	3,000
7	1 Ton Cab Chassis	2022	Ford	F-350 Chassis Regular Cab	F3E-XL 4x2 SD Regular Cab 145 in. VE			60	6,400	15,000
2	1 1/2 Ton Cab Chassis	2022	Ford	F-450 Chassis Regular Cab	F4G-XL 4x2 SD Regular Cab 145 in. VE			60	4,700	15,000

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

Initials: EFM_____ Customer_____

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM _____ Lessee _____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM _____ Lessee _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM _____ Company _____

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$_____ per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____



Prepared For: City of Rocky Mount, North Carolina

Date 09/16/2022

AE/AM BMK/CMT

- SAMPLE -

Unit #

Year 2022 Make RAM Model 1500

Series Tradesman 4x4 Quad Cab 140.5 in. WB

Vehicle Order Type In-Stock Term 60 State NC Customer# 552186

\$ 45,526.00	Capitalized Price of Vehicle ¹
\$ 1,139.89	* Certain Other Charges <u>2.0000%</u> State <u>NC</u>
\$ 77.25	* Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Certain Other Charges - CPR
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Certain Other Charges - GOP
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Bright White Clearcoat
Interior Color (0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40
Lic. Plate Type Unknown
GVWR 0

\$ 45,526.00	Total Capitalized Amount (Delivered Price)
\$ 728.42	Depreciation Reserve @ <u>1.6000%</u>
\$ 213.64	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 942.06	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 2.0000% State .

\$ 942.06 Total Monthly Rental Including Additional Services

\$ 1,820.80 Reduced Book Value at 60 Months

\$ 495.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Rocky Mount, North Carolina

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

MEMORANDUM



ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

To: Peter Varney, City Manager
Cc:
From: Robert Hassell, Police Chief 
Date: November 1, 2022
Re: Presentation of Crime Statistics

Purpose

The purpose of this memo is to present a summary of the city-wide crime numbers to the Committee of the Whole during the November 14, 2022 meeting.

Discussion

The presentation covers the crime incidents throughout the city currently and compares them to last year during the same time period. The crimes tracked in this presentation are crimes labeled as part 1 crimes in the National Incident Based Reporting System (NIBRS) by the federal government. These crime numbers are tracked by the FBI and shared with the Bureau of Justice Statistics for tracking purposes.

The presentation includes investigation outcomes for the violent crimes and the related arrests. It also includes maps depicting the areas of shots fired, incidences of aggravated assault and murder. The presentation also highlights the efforts and successes of the police department to combat the violent crime occurring in the city.

Requested Action

None



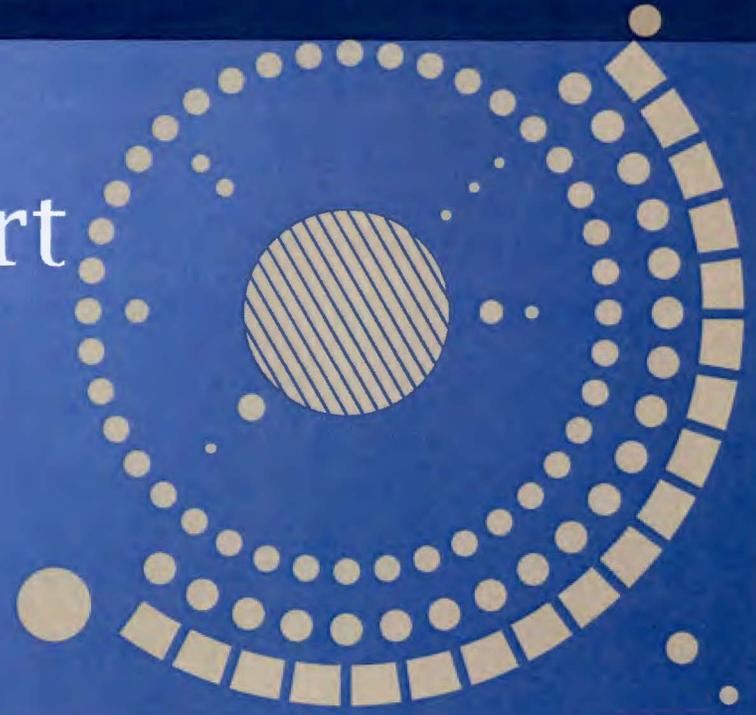
ROCKY MOUNT
POLICE
THE CENTER OF IT ALL



November Crime Report

October 2022 Data

November 14, 2022
Robert Hassell, Chief of Police





ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

November 2022 Crime Report

Part 1 Crimes Comparison Chart

The table is a comparison of crime numbers by month and year to date compared to the same time periods last year.

SDO

CRIMES	Oct 2021	Oct 2022	+/-	YTD 2021	YTD 2022	+/-
Murder	2	1	-1	10	14	4
Rape	1	0	-1	12	5	-7
Com Robbery	4	0	-4	28	19	-9
Ind Robbery	5	4	-1	23	52	29
Agg Assault	32	16	-16	342	289	-53
Violent	44	21	-23	415	379	-36
Commercial B&E	13	9	-4	107	55	-52
Residential B&E	16	14	-2	134	173	39
Non Residential B&E	6	3	-3	31	36	5
Larceny	70	115	45	731	865	134
MV Theft	11	14	3	69	104	35
Arson	5	3	-2	14	12	-2
Property	121	158	37	1086	1241	155
Total	165	179	14	1501	1620	119



ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

November 2022 Crime Report

Part 1 Crimes Comparison Chart

Violent Crimes by Month



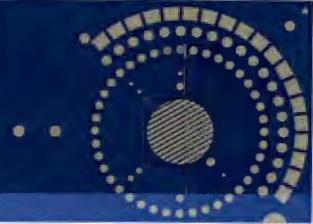
Property Crimes by Month





ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

November 2022 Crime Report



Aggravated Assault Cases and Investigations

Aggravated Assault Cases	12
Aggravated Assault Victims	16
Number of Cases with Multiple victims	2
Aggravated Assault Arrests	5
Aggravated Assault Cases Cleared	3

Case Dispositions

• Incident Cleared	1
• Exceptionally Cleared	2
• Inactive Cases	1
• <u>Open Cases</u>	<u>8</u>
• Grand Total of Incidents	12

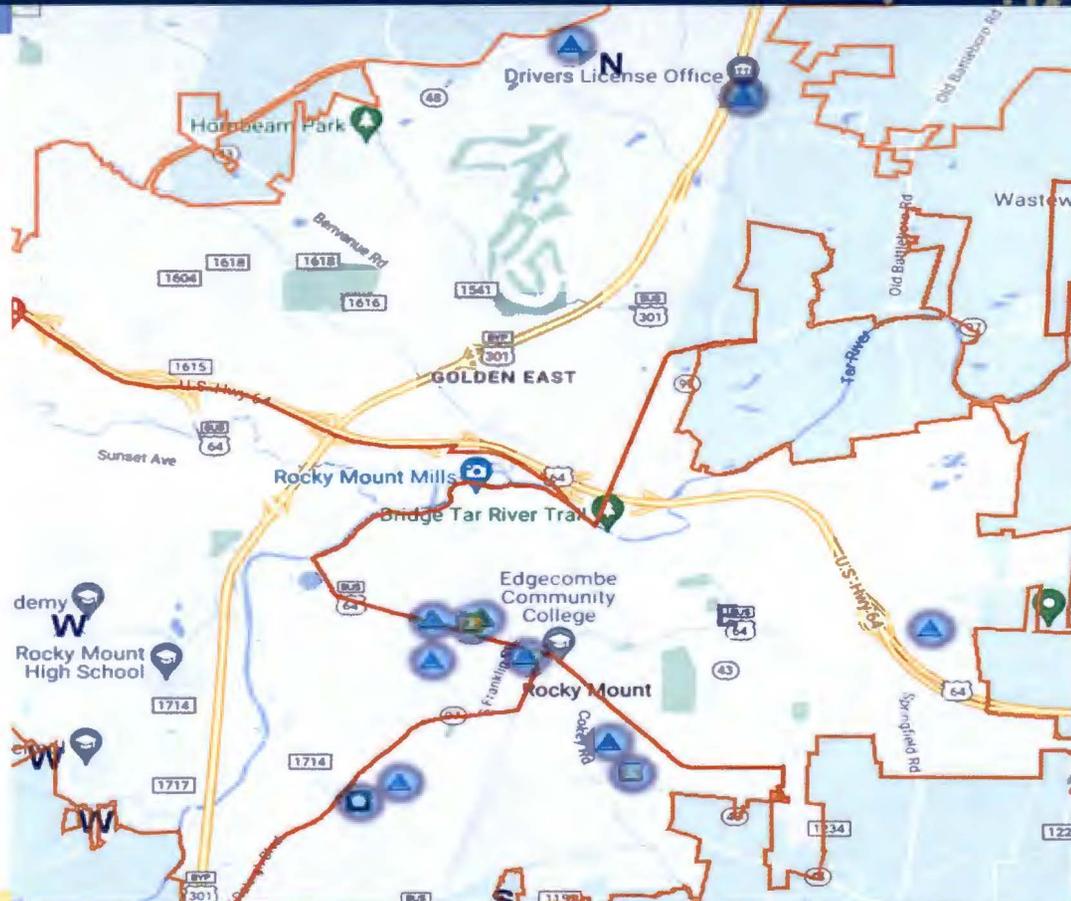




ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

November 2022 Crime Report

- ☐ Murder
 - ▲ Aggravated Assault
 - ▣ Shooting Into OCC Build/Veh.
 - Victims with Injuries 11
 - Victims Without Injuries 06
- Grand Total of Victims 17**



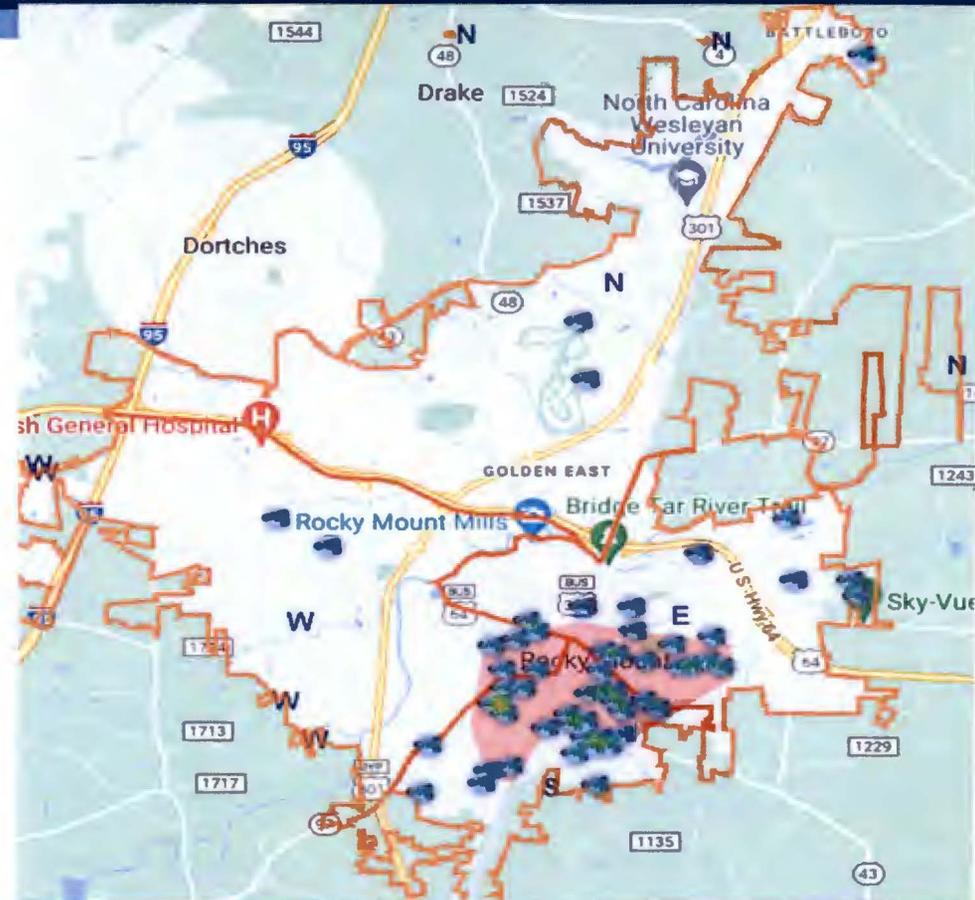


ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

November 2022 Crime Report

ShotSpotter & Citizen Calls Throughout the City

• Shots Fired	61
• Shell Casings were Found	14
• Number Shell Casings Found	62
• Number Shell Casings Found YTD	2351
• Number of Firearms Seized	50
• Number of Firearms Seized YTD	405
• Weapon Violation Arrests	12





ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

November 2022 Crime Report

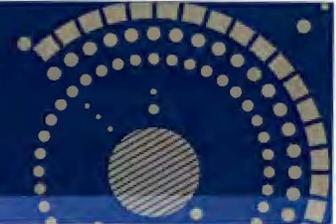
Shots Fired Heard Comparison Chart





ROCKY MOUNT
POLICE

November 2022 Crime Report



Other Police Stats



8,353

Calls for
Service



157

Warrants
Served



203

Traffic
Accidents



\$757,200

Accident
Property
Damage



692

Traffic Stops



178

Citations
Issued



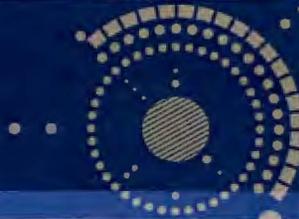
28

Warnings
Issued



ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

November 2022 Crime Report



PROBLEM ORIENTED POLICING



Click to add text



54

Entered



367

Tracking
Entries



206

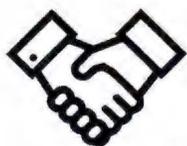
Total Hours
Spent



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POLICE
THE CENTER OF IT ALL

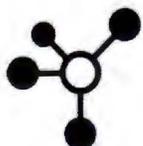
Update on Initiatives & Technology

FUSUS Project Update



22

Business Partnerships



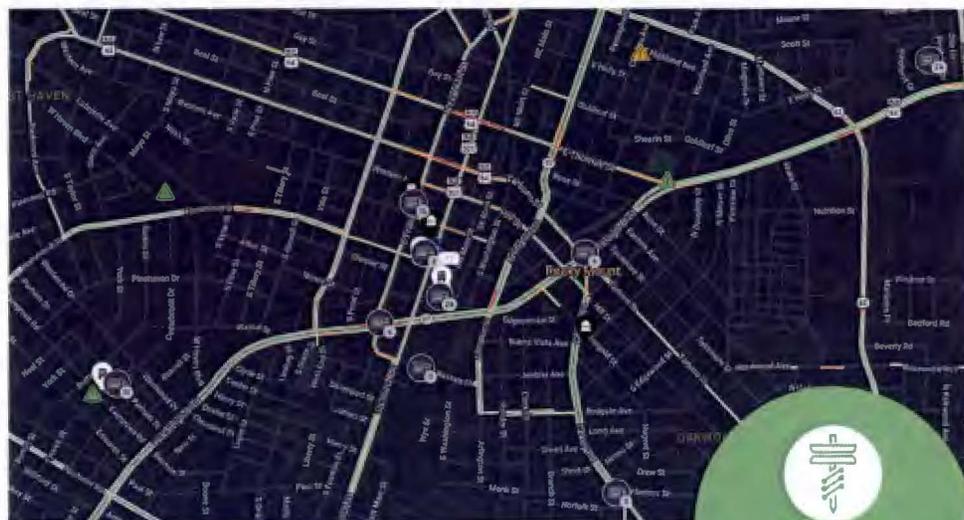
128

Business-Connected Cameras



263

FUSUS Total Connected Cameras





ROCKY MOUNT
POLICE

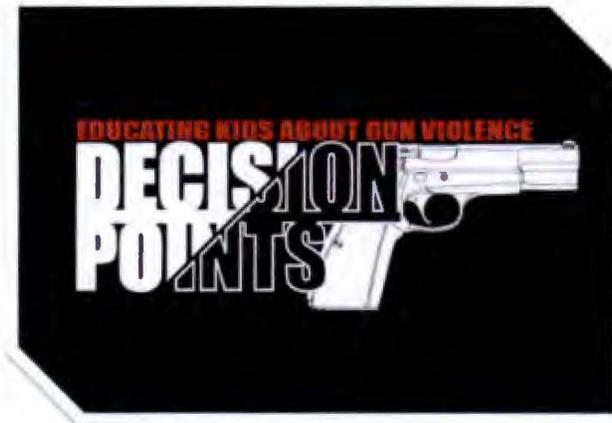
November 2022 Crime Report

Educational Program Update

Re-introduced Program

D.A.R.E.[®]

New Program





ROCKY MOUNT
POLICE

November 2022 Crime Report



Community Involvement

- National Night Out Against Crime
- National Faith & Blue
 - Chalk With a Cop
 - Pastries & Police
- Rocky Mount Leadership Graduation
- Rocky Mount Housing Authority Fall Festival
- Steak & Burger Fundraiser
- Human Relations Commission Update on Mental Health
- Project Safe Neighborhood – District Meeting



MEMORANDUM



ROCKY MOUNT
CITY MANAGER'S OFFICE
THE CENTER OF IT ALL

To: Mayor and City Council

From: Peter Varney, Interim City Manager 

Date: 10/31/2022

Re: Housing Code Update

Chapter 11 of the City Code of Ordinances, “the Housing Code” was last updated in 2009. Since then, building codes and the General Statutes have changed, resulting in the need to update the ordinance.

The redrafted ordinance (see attached) shows the proposed changes with strike throughs and underlining. The main changes are summarized as follows:

Sec 11-5 Definitions: The definition of “abandoned structure”, “deteriorated,” and “dilapidated” are based on a revised cost to repair set at 50% of tax value, not 40% of tax value. Recently enacted legislation (160 D-1203.6. a/b) establishes the threshold at 50%

Sec. 11-5 Definitions: The definition of “Owner” is simplified to read: “Owner means the holder of the title in fee simple and every mortgage of record.”

Sec 11-9 Unsafe Conditions: Subsection c requires inspectors to perform interior inspections as long as it is considered safe to enter a deteriorated or dilapidated structure. Both an exterior and interior inspection must be completed in order to constitute a complete housing code case.

Sec 11-10 Minimum Standards: The current ordinance requires smoke detectors and for houses built after 1975, they must be hard wired to a 110-volt circuit. The proposed revision allows both hard wired and battery-operated detectors and prescribes where in the house they are to be located. The proposed revision adds a requirement for the installation of carbon monoxide detectors.

Sec 11-13 Duties of Tenants: Staff proposed requirements for tenants are deleted.

Sec 11-17 Enforcement: Subsection c “Lis Pendens” is added as a separate section and the language is expanded to describe the notice of lis pendens process more completely.

Sect 11-17 Enforcement: Subsection e (1) “deteriorated” gives the inspector power to accelerate enforcement action on “deteriorated” properties under certain conditions such as imminent danger to occupants.

Sec 11-17 Enforcement: Subsection f is added to provide for notices to affordable housing organizations of impending demolition orders. This is a new requirement by state law.

Sec 11-17 Enforcement: Subsection h is added to address dwellings that have been vacated and closed for a period of one year without action by the owner. With approval by the City Council, the structure can proceed to demolition. This section replaces the “one step” section in the current ordinance.

Sec 11-17 Enforcement: Subsection i is added to provide authority to address “Unsafe Dwellings in a community development target area. The implicit ability to establish target areas provides additional enforcement ability.

Sec 11-17 Enforcement: Subsection j entitled “liens” removes the requirement to remove the owners personal property to the City warehouse. The revised section allows the City to dispose of personal property and other appurtenances and apply the proceeds to the cost of demolition.

In addition, this section allows the lien to be applied to any other real property of the owner that is located within the city limits or within one mile thereof except for the owner’s primary residence.

Sec 11-17 Enforcement: The subsection providing for criminal enforcement is eliminated.

Sec 11-17 Enforcement: Subsection M entitled “Civil Enforcement” remains unchanged. The inspectors may impose civil penalties of \$100 on day one and \$25/day thereafter. Penalties are collected through small claims court.

Chapter 11 HOUSING CODE¹

Sec. 11-1. Housing code established, title.

There are hereby established rules and regulations for the repair or elimination of unfit and/or unsafe housing conditions in the City of Rocky Mount, North Carolina, which shall be known as "The Housing Code of the City of Rocky Mount," and will be referred to ~~hereafter~~hereinafter as "this "code"."

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-2. Exercise of police powers; authority.

The city council hereby finds and declares that there ~~exist~~exists in the city dwellings and certain abandoned structures which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accident or other calamities, lack of ventilation, light, or sanitary facilities, or due to other conditions rendering the dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the city, and that a public necessity exists to exercise the police powers of the city pursuant to ~~Article 19 12~~ of Chapter ~~160A-160D~~, Article 12, of the North Carolina General Statutes ~~of North Carolina~~and other applicable law, as now or hereafter amended, to vacate, repair, close, or demolish such dwellings in accordance with the procedure herein provided.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-3. Purpose.

The purpose of this code is to remedy and prevent the decay and deterioration of places of human habitation or intended for human habitation, and/or certain abandoned structures by providing minimum requirements for the

¹Editor's note(s)—Ord. No. 0-98-20, § 1, adopted March 9, 1998, amended Ch. 11, in its entirety, to read as herein set out. Subsequently, Ord. No. 0-01-57, § 1, adopted July 23, 2001, amended said chapter to read as herein set out. See the Code Comparative Table.

Cross reference(s)—Housing authority, § 2-76 et seq.; alarm systems, Ch. 3; animals, Ch. 4; buildings and building regulations, Ch. 5; fire prevention and protection, Ch. 8; storage of flammable liquids in outside aboveground tanks prohibited, § 8-28; fire exit requirements, § 8-34; gas, Ch. 9; gas standards adopted, § 9-3; vent and vent connections for gas heaters, § 9-27; requirements for vents for gas appliances, § 9-28; gas black flue pipes prohibited, § 9-29; public health nuisances prohibited, § 10-71 et seq.; loud or disturbing noises including bicycle and vehicle noises prohibited, § 10-152; fair housing, § 12-26 et seq.; abandoned vehicles, § 10-176 et seq.; solid waste, Ch. 18; streets, sidewalks and certain other public places, Ch. 19; traffic and vehicles, Ch. 20; utilities, Ch. 21; subdivisions, App. A, zoning, App. B.

State law reference(s)—~~Minimum housing standards, G.S. § 160A-441 et seq.~~ State law reference(s)—Minimum Housing Codes, N.C.G.S. § 160D-1201 et seq.; Building Code Enforcement, N.C.G.S. § 160D-1101 et seq.; Enforcement of Ordinances, N.C.G.S. § 160A-175; Procedure for Adopting, Amending, or Repealing Development Regulations, N.C.G.S. § 160D-601; Lis Pendens, N.C.G.S. § 1-116 et seq.;

protection of the life, health, welfare, safety, and property of the general public and the owners and occupants of places of human habitation.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-4. Scope.

The provisions of ~~the~~this code are applicable to all existing dwellings and all dwellings hereafter constructed within the city and its extraterritorial jurisdiction which are used or intended for use for human habitation and/or abandoned structures. Manufactured or modular dwellings or manufactured or modular dwellings being moved and temporarily stored prior to relocation, when used or intended for use for human habitation within the city, shall be subject to the applicable provisions of this code.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-5. Definitions.

(a) ~~For~~ the purposes of this chapter, certain terms shall have the meanings ascribed to them in this section, unless the context clearly indicates otherwise.~~;~~

- (1) *Abandoned structure* means any structure, other than a dwelling, dwelling unit, habitable room, multiple dwelling room unit or boardinghouse, which is a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities, and which cannot be repaired, altered or improved so as to no longer constitute such health or safety hazard at a cost of less than ~~forty (40)~~ fifty (50) percent of its value, as determined by the findings of the code enforcement official.
- (2) *Apartment house* means any dwelling which is designed, built, rented, leased, let, or hired out to be occupied, or which is occupied as the home or residence of three (3) or more families living independently of each other in dwelling units.
- (3) *Approved* means performed in a manner and/or with materials consistent with the North Carolina State Building Code in effect at the time of construction or substantial renovation unless otherwise provided herein.
- (4) *Area* as applied to the dimensions of a room shall mean the total square footage or floor area between finished walls or when applied to the dimensions of a dwelling shall mean the maximum horizontal projected area of the dwelling at grade.
- (5) *Basement* means a story having a clear height of at least seven (7) feet from finished floor to finished ceiling, the floor level of which is below finished grade but not less than four (4) feet below the average finished grade, having floor and walls of approved construction, and/or having direct access to light and air from windows located above the level of the adjoining ground.
- (6) *Boardinghouse (or rooming house)* means any dwelling unit or that part of any dwelling unit containing one (1) or more rooms in which space is let by the resident owner or operator to three (3) or more tenants.
- (7) *Building* means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. The term "building" shall be construed as if followed by the words "or part thereof".

-
- (8) *Ceiling height* means the clear vertical distance from the finished floor to the finished ceiling. The minimum allowable ceiling height shall be seven (7) feet six (6) inches.
- (9) *Cellar* means that portion of a building located partly or wholly underground having an inadequate access to light and air from windows located partly or wholly below the level of the adjoining ground.
- (10) *Certificate of exemption (temporary C/O)* means a document issued pursuant to section 11-16(c)(2) of this ~~Code~~code by the ~~housing~~community code supervisor ~~administrator~~certifying that no housing certificate is required prior to ~~reoccupancy~~re-occupancy of an owner-occupied dwelling.
- (11) *City* means the City of Rocky Mount, North Carolina.
- ~~(12)~~(13) *City council* means the City Council of the City of Rocky Mount, North Carolina.
- ~~(12)~~(13) *Community Code Division* refers to the office and staff of the Community Code Division within the Development Services Department.
- ~~(13)~~(14) *Community Code-enforcementcode official* means any employee of the city whose assigned or delegated duties include the enforcement of one (1) or more provisions of this code.
- ~~(14)~~(15) *Demolish* means the tearing down and disposal of the entire dwelling in a lawful manner, leaving the property free and clear of any debris and without holes or pockets.
- ~~(15)~~(16) *Deteriorated* means a dwelling that is unfit for human habitation or unsafe and can be repaired, altered, or improved to comply with all of the standards established by this code at a cost not in excess of ~~forty (40)~~fifty (50) percent of its value, as determined by the finding of the code enforcement official.
- ~~(16)~~(17) *Dilapidated* means a dwelling that is unfit for human habitation or unsafe and cannot be repaired, altered, or improved to comply with all of the standards established by this code at a cost in excess of ~~forty (40)~~fifty (50) percent of its value, as determined by finding of the code enforcement official.
- ~~(17)~~(18) *Dwelling* means any building or structure, or part thereof, used and occupied for human habitation or intended to be so used, and including any outhouse and appurtenances belonging thereto or usually enjoyed therewith, apartment houses, boarding or rooming houses, hotels, motels, and other transient places of habitation and dwelling unit.
- ~~(18)~~(19) *Dwelling unit* means any room or group of rooms located within a dwelling and forming a habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating.
- ~~(19)~~(20) *Exit (egress)* means a clear and unobstructed way of departure from the interior of a dwelling to the exterior at street or grade level.
- ~~(20)~~(21) *Extermination* means the control and elimination of insects, rodents, and other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poisoning, spraying, fumigating, trapping, or by any other recognized and lawful pest elimination methods approved by the code enforcement official.
- ~~(21)~~(22) *Family* means one (1) or more persons living together and having common housekeeping facilities.
- ~~(22)~~(23) *Garbage* means the waste produced by the handling, processing, preparation, cooking and consumption of animal or vegetable products used for human consumption. This definition shall include any other matter that is also subject to decomposition, decay, putrefaction or the

generation of noxious or offensive gases or odors or which before, during or after decay may serve as feeding or breeding material for animals or flies or other insects.

~~(23)~~(24) *Habitable space or habitable room* means any room or enclosed floor space in a dwelling used or intended for use for living, sleeping, cooking, or eating, including kitchens, but excluding bathrooms, toilets, halls, corridors, pantries, storage space, closets, laundries, and other spaces not used frequently or during extended periods.

~~(24)~~(25) *Hazardous materials* means any chemicals or substances which are physical or health hazards as defined and classified under OSHA 29 CFR 1910.10.

~~(25)~~(26) *Housing certificate (certificate of compliance)* means a ~~permit~~-certificate issued by the ~~housing code supervisor~~ community code ~~administrator~~supervisor or his designated agents, certifying that the named dwelling complies with the minimum requirements of this code.

~~(26)~~(27) *Housing code division* means the office and staff of the housing code division.

~~(27)~~(28) *Infestation* means the presence, within or around a dwelling, of any insects, rodents, or other pests in such number as to constitute a menace to the health, safety or welfare of the occupants or to the public.

~~(28)~~(29) *Inspect* means the act of examining areas and parts of a dwelling to determine its compliance with the standards set out in this code.

~~(29)~~(30) *Inspection services* means the office and staff of the ~~inspection-services-code administrator~~Inspection Services Division within the Development Services Department.

~~(30)~~(31) *Manufactured building* means a structure consisting of one (1) or more transportable sections built and labeled within a manufacturing plant facility in accordance with the appropriate state or federal construction code which governs the structure's intended usage when erected on a building site.

~~(31)~~(32) *Manufactured home (mobile home)* means a manufactured building designed to be used as a single-family dwelling unit which has been constructed and labeled indicating compliance with the HUD administered National Manufactured Housing Construction and Safety Standards Act of 1974.

~~(32)~~(33) *Modular building* means a manufactured building constructed in accordance with the North Carolina State Building Code.

~~(33)~~(34) *Modular Home* means a manufactured building designed to be used as a one- or two-family dwelling unit which has been constructed and labeled indicating compliance with the North Carolina Uniform Residential Code, Volume VII.

~~(34)~~(35) *Modular building (commercial)* means a manufactured building designed to be used as a multi-family dwelling unit (three (3) or more families) or as a commercial structure which has been constructed and labeled indicating compliance with the North Carolina State Building Code.

~~(35)~~(36) *North Carolina State Building Code or North Carolina Building Code* means any or all volumes of the North Carolina State Building Code as promulgated by the North Carolina Building Code Council.

~~(36)~~(37) *Occupant* means any person living, sleeping, cooking, or eating in or having actual possession of a dwelling.

Owner means ~~any person who alone, or jointly, or severally with others:~~

(1) ~~Has title to any dwelling, dwelling unit or abandoned structure, with or without accompanying actual possession thereof; or~~

~~(37)(38) (2)~~ — Has charge or control of any dwelling, dwelling unit or abandoned structure, as owner or agent of the owner as executor, administrator, trustee or guardianholder of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this code, title in fee simple and of rules and regulations adopted pursuant hereto, to the same extent as if he were the owner. every mortgagee of record.

~~(38)(39)~~ *Parties in interest* means all individuals, associations, and corporations who have interests of record in a dwelling and any who are in possession thereof.

~~(39)(40)~~ *Pier* means a post, pole or column of masonry, concrete, steel or pressure-treated wood, or any other material that complies with the N.C. State Building Code for use as a pier, extending from a concrete or masonry footing to and supporting the building or portion thereof.

~~(40)(41)~~ *Plumbing* means the water supply system, sanitary drainage system, vent system, fixtures, and traps and shall include their respective connections, devices, appliances, and appurtenances within the property lines of the premises.

~~(41)(42)~~ *Public authority* means any official who is in charge of any department or branch of the government of the city or of the state relating to health, fire, building regulations or other activities concerning dwellings or abandoned structures in the city, including but not limited to the housing authority of the city.

~~(42)(43)~~ *Public space or common space* means that space within any dwelling which is open to use by the general public or to occupants of more than one (1) dwelling.

~~(43)(44)~~ *Rodent proof* means construction of a new structure or repair of an existing structure using materials and methods that prevents entry of rodents. Openings one-half (½) inch or greater may allow rats to enter and openings one-quarter (¼) inch or greater may allow mice to enter.

~~(44)(45)~~ *Rubbish* means combustible and noncombustible waste materials, except garbage; including, but not limited to, ashes, wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, excelsior, rubber, leather, tree branches, yard trimmings, leaves, tin cans, metals, mineral matter, glass, crockery, dust and dirt.

~~(46)~~ *Supervisor* means the public officer in charge of the community code division.

~~(45)(47)~~ *Supplied* means paid for, furnished or provided by, or under the control of, the owner or operator.

~~(46)(48)~~ *Story* means that part of the dwelling comprised between a floor and the floor or roof next above having the required amount of ceiling height.

~~*Supervisor* means the supervisor or person in charge of the housing code division.~~

~~(47)(49)~~ *Temporary housing* means any tent, mobile home, manufactured type home, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, or another structure, or to any utilities system on the same premises for more than thirty (30) consecutive days.

~~(48)(50)~~ *Tenant* means any person who alone or jointly or severally with others occupies a dwelling under an oral or written lease or holds a legal tenancy in a dwelling.

~~(49)(51)~~ *Unfit for human habitation* means conditions existing in a dwelling which violate or do not comply with one (1) or more of the minimum standards of fitness or one (1) or more of the requirements established by this code.

~~(50)(52)~~ *Unsafe* means especially dangerous to life because of a dwelling's liability to fire or because of bad conditions of walls, overloaded floors, defective construction, decay, dangerous wiring or

heating system, inadequate means of egress, or other causes or conditions enumerated in section 11-9(a) of this ~~Code~~code.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-6. Reserved.

Sec. 11-7. Administration.

- (a) ~~(a)~~ — *Enforcement agency.*
- (1) ~~(1)~~ There is hereby created and established a division within the government of the city to be known as the ~~housing~~community code division, which shall be composed of ~~an~~supervisor ~~administrator,~~ community code-enforcement officials, and such other employees as shall be authorized by the city manager. The housing code division shall be a division of the city department designated by the city manager.
 - (2) ~~(2)~~ The supervisor of the housingcommunity code division is hereby designated the public official to exercise, by and through his duly appointed agents, the powers described by this code.
- (b) ~~(b)~~ — *Consulting agency.*
- (1) ~~(1)~~ The community code-~~enforcement~~ official shall have authority to request advice and assistance from any agency he deems appropriate in performing his duties.
 - (2) ~~(2)~~ The departments of the city and other public agencies may report in writing to the community code-~~enforcement~~ official any dwelling or abandoned structure they may encounter which is, may be, or is suspected of being unfit for human habitation or unsafe within the terms of this code.
- (c) ~~(c)~~ — *Administrative liability.*
- (1) ~~(1)~~ Except as may otherwise be provided by statute or local law or ordinance, no officer, agent, or employee of the city charged with the enforcement of this code shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this code. No person who institutes or assists in the prosecution of a criminal proceeding under this code shall be liable for damages hereunder unless he acted with actual malice and without reasonable grounds for believing that the person accused or prosecuted was guilty of an unlawful act or omission.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-8. Reserved.

Sec. 11-9. Unsafe conditions.

- (a) ~~(a)~~ — The community code-~~enforcement~~ official shall determine that a dwelling or abandoned structure is unsafe and represents a threat to life and property, if any of the following conditions exist:
- (1) ~~(1)~~ No operating heating;
 - (2) ~~(2)~~ No potable water supply;
 - (3) ~~(3)~~ No hot water supply;

- (4) ~~(4)~~ No electricity;
 - (5) ~~(5)~~ Failing or failed primary structural members that threaten the stability of the dwelling and or visible structural defects that appear to render the structural members ineffective;
 - (6) ~~(6)~~ Improperly operating or no sanitary facilities;
 - (7) ~~(7)~~ Overloaded, non-isolatable electrical circuits or unsafe or exposed electrical wiring;
 - (8) ~~(8)~~ Presence of raw sewage or open sewer, inside or outside the dwelling, whether from broken, plugged or inoperative fixtures or pipes inside the dwelling, or migrating into the dwelling from outside;
 - (9) ~~(9)~~ Presence of ~~uncontained~~ improperly contained flammable or combustible liquids or gases, poisonous solids, liquids or gases, poisonous solids, liquids or gases or life or health threatening depletion of oxygen or other hazardous materials;
 - (10) ~~(10)~~ ——— Missing roof, or part of roof missing;
 - (11) ~~(11)~~ ——— Chimney flues clogged;
 - (12) ~~(12)~~ ——— The dwelling is a physical threat due to immediate possibility of collapse;
 - (13) ~~(13)~~ ——— The primary means of exit or escape in the event of fire or other emergency is blocked or structurally unsafe;
 - (14) ~~(14)~~ ——— Occupancy of habitable space that does not meet below-grade occupancy standards;
 - (15) ~~(15)~~ ——— Internal accumulation of garbage;
 - (16) ~~(16)~~ ——— Interior wall sheathing or sheeting that is not present, or has been removed, to a point where there is little or no protection from spread of fire from story to story, or from other habitable spaces to bedrooms;
 - (17) ~~(17)~~ ——— No operable smoke detection system;
 - (18) ~~(18)~~ ——— Multiple violations of the standards set forth in section 11-10.
- (b) ~~(b)~~ ——— The community code enforcement official shall give priority enforcement to any dwelling that falls within the provisions of section 11-9. Upon discovering a violation of subsection 11-~~8(a)~~ or 11-9(a), the ~~administrator~~ supervisor shall, based upon the standards set in section 11-10, have the power to order the correction of any such violations within seventy-two (72) hours from the date of notice thereof. In the event the responsible party fails to make such corrections, the ~~administrator~~ supervisor shall set a hearing pursuant to the procedures of subsection 11-17~~(ad)~~ and thereafter may again order the correction of any such violations within seventy-two (72) hours from the date of service of the order upon the responsible party. In the event the responsible party still fails to make such corrections, the inspector may order the dwelling unit to be vacated and closed within a reasonable time and may assess civil penalties as set forth in subsection 11-17~~(hm)~~. The ~~administrator~~ supervisor may pursue any other civil action as he deems reasonably necessary in order to effectuate the purposes of this chapter code.
- (c) A residential dwelling unit may be construed by the ~~administrator~~ supervisor to be unfit for human habitation without an interior inspection having been completed only when there is significant visible evidence to believe the structural integrity or an immediate threat to adjacent properties exists as a result of dilapidation, fire or other such catastrophic events. In the absence of such condition, an interior and exterior inspection must be completed to constitute a complete housing code case.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-10. Minimum standards.

Without excluding other ways and means of determining that a dwelling is unfit for human habitation, the community code enforcement official shall apply the minimum standards set forth in section 11-10 of this Code in determining whether a dwelling is unfit.

(a) ~~(a)~~ — *Facilities.*

- (1) ~~(1)~~ *Sanitary.* Every dwelling shall be furnished with a potable water supply system. "Potable water supply" shall mean direct connection to a well, to a public water utility or equivalent water service delivery system, and does not include water delivered through a hose or via containers. Every dwelling shall contain not less than a kitchen sink, lavatory, tub or shower, and a water closet all in good working condition and properly connected to an approved water and sewer system. Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition free from defects, leaks, and obstruction. "Properly connected" means connected with approved plumbing materials (no radiator hose, duct tape, etc.). "Properly installed" means continuous piping that met the North Carolina State Building Code in effect at the time of installation. Any new, additional or repair plumbing must meet the current requirements of the North Carolina State Building Code. Provided, however, that the kitchen sink standards enumerated herein shall not apply to hotels, motels and other transient places unless kitchen sinks are otherwise required.
- (2) ~~(2)~~ *Location of sanitary facilities.* All required plumbing fixtures shall be located within the dwelling and be accessible to the occupants of same. The water closet, tub or shower and lavatory shall be located in a room (or adjoining rooms) affording privacy to the user. Required bathrooms shall be accessible from habitable rooms, hallways, corridors or other protected or enclosed areas.
- (3) ~~(3)~~ *Hot and cold water supply.* Every dwelling shall have connected to the kitchen sink, lavatory, and tub or shower an adequate supply of both cold and hot water. All water shall be supplied through an approved distribution system connected to a potable water supply.
- (4) ~~(4)~~ *Water heating.*
 - a. ~~a.~~ — Every dwelling shall have water heating facilities which are properly installed and maintained in a safe and good working condition and are capable of heating water to such a temperature so as to permit hot water to be drawn consecutively (that is, at one (1) tap after the other, and not simultaneously) at every required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than one hundred sixteen (116) degrees Fahrenheit. Such water heating facilities shall be capable of meeting the requirements of this subsection when the dwelling's heating facilities required under the provisions of ~~the~~ ~~this~~ code are not in operation. Apartment houses may use a centralized water heating facility capable of delivering an amount of hot water in the quantity and at the temperature described above.
 - b. ~~b.~~ — Water heaters shall be equipped with approved relief valves, which are piped to a point not more than six (6) inches above the floor. The pipe material for the relief valve shall be threaded pipe approved for interior water service lines.
 - c. ~~c.~~ — Provided, however, that the provision in subsection (a)(4) ~~of this section~~ for hot water supplies for a kitchen sink shall not apply to hotels, motels, and other transient dwellings where kitchen sinks are not required.
- (5) ~~(5)~~ *Heating.*

-
- a. ~~a.~~—Every dwelling shall have heating facilities which are properly installed, are maintained in safe and good working conditions, and are capable of safely and adequately heating one (1) habitable room, excluding the kitchen in every dwelling regulated herein to a temperature of at least sixty-eight (68) degrees Fahrenheit at a distance three (3) feet above floor level, during ordinary winter conditions. Each heating system shall have at least one (1) readily adjustable control for regulation of living space temperature in each dwelling unit. Radiator control knobs in good working order shall be regarded as a readily adjustable control. If heat is not provided in every habitable room, the dwelling shall be provided with sufficient fireplaces, chimneys, flues or gas vents whereby heating appliances may be connected so as to heat all habitable rooms and bathrooms to a temperature of sixty-eight (68) degrees Fahrenheit at a distance three (3) feet above the floor level during ordinary winter conditions.
 - b. ~~b.~~—Where a central heating system is not provided for a dwelling, the dwelling shall be provided with properly installed baseboard electric heat, properly installed and properly vented wood or fossil fuel heater(s), or unvented natural gas heater(s) having oxygen depletion sensors listed for residential use by UL, ETL, or other recognized testing laboratory and installed in strict accordance with the manufacturer's instructions.
 - c. ~~c.~~—The following heating devices do not meet the requirements of subsections ~~(a)(5)a.~~ and ~~(a)(5)b.~~ of this section:
 1. Portable electric heating units; and
 2. Unvented fuel-burning heaters.
 - d. ~~d.~~—The use of unvented fuel-burning heaters is prohibited in any bedroom.

(6) ~~(6)~~ Chimneys.

- a. ~~a.~~—Chimneys must be safe for use as specified and intended. "Specified" means use in connection with specific heating appliance or systems, or limitations of such use. "Intended" means use in connection with combustion of fuel, for which the following minimum chimney standards apply:
 1. Flue liner intact;
 2. Chimney mortar and bricks secure;
 3. Flue unobstructed;
 4. Fireplace bricks intact;
 5. Stove piping placed and secured with clearances as follows:
 - (i) Minimum twelve-inch brick clearance separation from combustibles; or
 - (ii) Minimum nine-inch air separation for insulated listed stove piping; or
 - (iii) Minimum one-inch air clearance surrounded by six-inch glass fiber insulation and ventilated thimble assembly; or
 - (iv) Minimum two-inch air separation for insulated listed stove piping with one-inch air space between inner and outer chimney components; and as otherwise described in National Fire Protection Association Standard 211 (NFIPA), "Chimneys, Fireplaces, Vents and Solid Fuel-Burning Appliances".

6. Heating appliance clearances maintained at thirty-six (36) inches from combustible materials and/or surfaces, except that clearances may be reduced as provided in NFPA Standard 211, "Chimneys Fireplaces, Vents and Solid Fuel-Burning Appliances".

b. ~~b.~~ Chimneys that do not meet these standards shall either be repaired or sealed.

(7) ~~(7)~~ *Cooking equipment.* All cooking equipment and facilities shall be installed in an approved manner. Portable cooking equipment employing flame is prohibited as a substitute for approved cooking equipment. Portable cooking equipment is prohibited outside the kitchen area of a boarding or rooming house.

~~(8) *Smoke detector systems.* Every dwelling or dwelling unit shall be provided with an approved U.L. listed smoke detector on each level of the dwelling and in interior enclosed stairwells, hallways, and other common areas of multiple unit dwellings, installed in accordance with N.F.P.A. 72 and the manufacturer's recommendations and listings.~~

~~Dwellings constructed after July 1, 1975, and prior to January 1, 1999, shall be equipped with a 110-volt hard-wired smoke detector installed in accordance with the North Carolina State Building Code.~~

~~Dwellings or dwelling units constructed after January 1, 1999, shall be equipped with listed 110-volt hard-wired interconnecting smoke detector(s) with battery back-up installed inside every sleeping room and in the area outside of each sleeping room in accordance with the North Carolina State Building Code.~~

~~When battery-operated smoke detectors are allowed by this code or the North Carolina State Building Code, batteries shall be replaced at least once annually.~~

(8) *Smoke detector systems.* All dwellings and dwelling units shall be equipped with a smoke detector (battery operated or 110 volt) which has been listed by a testing agency (such as Underwriters Laboratories) and such detector shall be installed in each sleeping room and outside of each sleeping area inside the dwelling unit. All smoke detectors shall be located on or near the ceiling of the room wherein it is located and shall be installed in accordance with the manufacturer's instructions and maintained in proper working condition. When a dwelling unit is subject to a rental agreement, the landlord and/or tenant shall be responsible for placement of batteries in the smoke detector as provided in N.C.G.S. § 42-42(a)(5).

(9) *Carbon Monoxide Detectors.* Provide a minimum of one (1) operable carbon monoxide detector per rental unit per level, either battery operated or electrical, that is listed by a nationally recognized testing laboratory that is OSHA approved to test and certify to American National Standards Institute/Underwriters Laboratories Standards ANSI/UL2034 or ANSI/UL2075, and install the carbon monoxide detectors in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions. This subdivision applies only to dwelling units having a fossil fuel burning heater, appliance, or fireplace, and in any dwelling unit having an attached garage.

(10) ~~(9)~~ *Street address.* Each dwelling shall bear a street address number of a color contrasting with the surface on which the number is mounted, such number shall be of sufficient size to be visible from the nearest public street, but not less than ~~three (3)~~ ~~four (4)~~ inches in height. If the dwelling is not visible from the nearest public street, a sign or standard bearing the address number shall be placed on the principle public street access point to the dwelling, such number to meet the standards set forth herein.

(b) ~~(b)~~ *Light and ventilation.*

(1) ~~(1)~~ *Windows.* Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total window area measured between stops, for every habitable room shall be eight (8) percent of the floor area of such room. Whenever walls or other portions of structures face windows of any such room and such light-obstruction structures are located less than three (3) feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least fifteen (15) percent of the total floor area of such room.

(2) ~~(2)~~ *Ventilation.*

- a. ~~a.~~—Every habitable room (except kitchens with exhaust fans in good working order) shall have at least one (1) window or skylight which can easily be opened. The total of openable window area in every habitable room shall be equal to at least forty-five (45) percent of the minimum window area size or minimum skylight-type window size, as required, or shall have other approved, equivalent ventilation.
- b. ~~b.~~—Year-round mechanically ventilating conditioned air systems may be substituted for windows, as required herein, in rooms other than rooms used for sleeping purposes. Window type air conditioning units are not included in this exception.

~~(3)~~ *Bathroom.*

- (3) ~~a.~~—Every bathroom shall comply with the light and ventilation requirements for habitable rooms except that no window or skylight shall be required in adequately ventilated bathrooms equipped with an operable ceiling electrical exhaust fan.

~~(4)~~ *Lighting in halls and stairways.*

- (4) ~~a.~~—Every hall and stairway of every dwelling, shall be lighted, including exterior stairways and stairways in halls and public space. Every interior stairway shall have a three-way wall switch at the top and bottom of the stairs.

(c) ~~(c)~~ *Electrical systems.*

- (1) ~~(1)~~ *Electrical service.* Adequate electric service must be provided to the dwelling. "Adequate" means a [minimum] of one hundred (100) ampere service. If the connected electrical load exceeds the capacity of a one hundred (100) ampere service, a service of sufficient capacity to safely bear the connected load shall be furnished. "Edison base" fuses shall not be permitted as components of any modified or updated electrical service, and no more than one (1) two-wire branch circuit shall be connected to any fuse, circuit breaker or other approved over current protection device. Drop cords from a neighboring source, generator or similar source are not "adequate" for the purpose of this code.

Every new or additional electrical outlet and fixture required by ~~the~~this code shall be installed, maintained and connected to a source of electric power in accordance with the provisions of the North Carolina State Building Code.

If the connected electrical load exceeds the capacity of a one hundred (100) ampere service, a service of sufficient ampere capacity to safely bear the connected electrical load shall be furnished.

If it can be demonstrated to the satisfaction of the ~~city inspection services administrator, supervisor, electrical inspector, or~~ his designee, or a licensed electrician that an electrical service of a lesser size than a one hundred (100) ampere service is adequate to serve a structure, that electrical service will be approved. In this case, "adequate" means that the service conforms to the

standards of National Electrical Code, does not have more than one (1) two-wire branch circuit connected to any fuse or circuit breaker, shows no signs of damage, over fusing or tampering and calculations provided show the existing service is adequate for the loads imposed.

(2) ~~(2)~~ *Lights and outlets.*

- a. ~~a.~~—Every habitable room or space shall contain at least two (2) separate and remote duplex receptacle outlets.
- b. ~~b.~~—Bedrooms shall have, in addition, at least one (1) wall switch-controlled lighting outlet or ceiling light fixture or permanent fixture controlled by a pull chain.
- c. ~~c.~~—In kitchens, three (3) separate, remote and accessible receptacle outlets shall be provided, and a wall or ceiling lighting outlet controlled by a wall switch or fixture pull-chain shall be provided. An outlet dedicated to powering an appliance and/or not easily accessible because it is blocked by an appliance shall not be counted as a separate outlet. In kitchens with less than six (6) linear feet of countertop, two (2) of the three (3) required outlets may be within the countertop space. All new receptacles added over counters must be ground fault protected.
- d. ~~d.~~—Every hall, water closet compartment, bathroom, laundry room or furnace room shall contain at least one (1) ceiling-mounted or wall-mounted fixture outlet. For purposes of this section a laundry closet shall not be considered a laundry room.
- e. ~~e.~~—In bathrooms, the lighting outlet shall be controlled by a wall switch or fixture pull chain. In addition to the lighting outlet in every bathroom and laundry room, there shall be provided at least one (1) receptacle outlet. Any new or replacement bathroom receptacle outlet shall have ground fault circuit interrupter protection.
- f. ~~f.~~—All outlets, switches, wiring and light fixtures shall be safe and operable. No extension cords shall be spliced or used as fixed wiring of a dwelling. Electrical odor, flickering lights, visibly frayed wiring, broken switch plates or failure of circuit-tester check shall be evidence of an unsafe electrical system.
- g. ~~g.~~—Every exterior entrance shall be lighted at grade level and controlled with a wall mounted interior switch.

(d) ~~(d)~~ *Exterior and interior.*

(1) ~~(1)~~ *Foundation.* The building foundation system shall be maintained in a safe manner and capable of supporting the load which normal use may cause to be placed thereon. Beneath the dwelling, there must be firm, reasonably dry ground free of rubbish and debris, ("reasonably dry" means no mud, standing water, running water or evidence of same). The area beneath the dwelling must also be reasonably free of debris and rubbish. Manufactured homes shall be set up and secured as required by the North Carolina State Building Code's Regulations for Manufactured/Mobile Homes.

(2) ~~(2)~~ *Exterior walls.*

- a. ~~a.~~—Every exterior wall shall be reasonably weathertight, (free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain, dampness, vermin or air to the wall cavity or to the occupied spaces of the building). All siding material shall be kept in repair. "Kept in repair" includes maintenance of painted surfaces areas where the protective paint surface no longer protects wood or other organic building materials from weather damage, repair or cracks or holes exceeding one-quarter (¼) inch in width and

replacement of wood or other organic components that show visual signs of rot, are soft to the touch or otherwise show evidence of rotting.

- b. ~~b.~~ Existing skirting for manufactured homes shall be maintained free from broken or missing sections, pieces or cross-members which compromise the insulation characteristics of the skirting. Skirting shall be securely attached and sized from the ground to the lower outside perimeter of the structure.
- c. ~~c.~~ Replacement or new skirting for manufactured homes shall be constructed of materials intended for exterior use and properly sized and mounted to prevent free access to the crawl space of the dwelling. Adequate means to gain access to the dwelling crawl space, to heating or other mechanical equipment, via inside or outside, shall be furnished.
- d. ~~d.~~ The space between the ground and the first floor of every dwelling other than manufactured dwellings shall be enclosed with a masonry curtain wall which shall be reasonably weathertight and rodent proof.

(3) ~~(3)~~ *Roofs.*

- a. ~~a.~~ Roofs shall be structurally sound and maintained in a safe manner and have no defects which might admit rain or cause dampness in the walls or interior portion of the dwelling. The following may constitute evidence of defects:

1. Missing shingles;
2. Flashing(s) missing;
3. Roof deflection deeper than one-sixth ($\frac{1}{6}$) of the depth of the rafter and/or rafters cracked;
4. Damage to ceilings (ceiling plaster loose or falling, brown spots, etc.), sheet rock hanging, etc. in rooms below roof; or
5. Fire damage.

- b. ~~b.~~ No more than three (3) layers of roofing materials (shingles, shakes, roofing) shall be permitted.

- (4) ~~(4)~~ *Attics.* All attics shall be ventilated and shall be provided with ~~a minimum fourteen (14) inch by twenty four (24) inch access opening from the interior of the structure.~~ an access opening of not less than twenty-two (22) inches by thirty (30) inches, if no such access already exists.

- (5) ~~(5)~~ *Insulation.* Insulation rated at least R-19 ~~(or a minimum thickness of four (4) inches)~~ the standard established in ~~Chapter 11 of the North Carolina Building Code, the NC Energy Code,~~ and consisting of rock wool (glass), fiberglass or other material exhibiting fire-resistance and insulation capabilities equal to (or greater than) rock wool or fiberglass shall be required in the accessible ceilings or attics of the highest story containing habitable rooms in dwellings, if no such insulation already exists.

- (6) ~~(6)~~ *Means of egress (exits).* In multi-family houses having two (2) or more dwelling units above the first floor, every dwelling unit above the first floor shall have access to at least two (2) exit ways. One (1) common exit is permitted provided that all of the following are met:

Exception:

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- a. ~~a.~~—Maximum distance of travel to reach the exit or stairs from the entrance door to any dwelling unit shall not exceed thirty (30) feet.
 - b. ~~b.~~—Maximum number of dwelling units served by the exit shall not exceed four (4) per floor.
 - c. ~~c.~~—Maximum gross area of the dwelling units shall not exceed three thousand five hundred (3,500) square feet per floor.
 - d. ~~d.~~—Maximum building height shall be one (1) floor above the level of exit discharge.

(7) ~~(7)~~ *Stairs, porches and appurtenances.*

- a. ~~a.~~—Every inside and outside stair, porch and any appurtenances thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon and shall be kept in sound condition and good repair. Stairs and steps shall be free of holes, grooves and/or cracks large enough to constitute accidental hazards. Risers shall be reasonably uniform in height. Stair coverings shall be securely mounted and shall not interfere with safe use of the stairs.
- b. ~~b.~~—Every exit more than thirty-six (36) inches above the finished grade shall be equipped with a porch with dimensions at least as wide and deep as the width of the exit doorway at the exit.

- (8) ~~(8)~~ *Protective railings.* Every porch, terrace or entrance platform thirty-six (36) inches above adjacent finish grade shall be equipped with railings or guards not less than thirty (30) inches high. Handrails, continuous on all open sides of stairs exceeding four (4) risers, leading to a platform, porch or terrace, shall be installed at least thirty (30) inches high. Interior stairs exceeding four (4) risers, open on both sides, including basement stairs, shall have a continuous handrail on one (1) side and railing on open portions of the other side. Stairs open on one (1) side exceeding four (4) risers shall have a continuous handrail and railing on the open side. Stairs exceeding four (4) risers, enclosed on both sides, shall have a minimum on one (1) continuous handrail. When exterior stairwell step flight has a total rise of thirty (30) inches or more, a continuous, durable handrail must be maintained.

Handrails or protective railings shall be capable of bearing normally imposed loads and be maintained in good and safe condition. Adjacent horizontal or vertical rails or rail members shall be spaced no more than four (4) inches apart for protection of children when such protective railing is along a platform or stair thirty-six (36) inches or more in height.

(9) ~~(9)~~ *Windows and window assemblies.*

- a. ~~a.~~—Each window shall be weathertight, watertight and rodent proof, and shall be kept in good repair. If daylight can be seen around the inside or outside perimeter of the window casing, that window does not meet this standard. Every openable window shall be equipped with an effective locking mechanism or other mechanism that functions as a lock.
- b. ~~b.~~—Each window sash shall be fully supplied with glass windowpanes or an approved substitute which are without open cracks or holes. Wood, cardboard or polyethylene or other plastic film are not approved substitutes. A windowpane with a crack or hole must be replaced, provided, however, holes less than one-quarter ($\frac{1}{4}$) inch in surface diameter may be sealed with a clear silicone seal. A broken window (pieces missing or exposed glass edge) must be replaced.

- c. ~~e.~~—Each window sash shall be properly fitted and weathertight within the window frame. If daylight can be seen around the inside or outside perimeter of the window sash, that window does not meet this standard.
- d. ~~d.~~—Each window required for ventilation for habitable rooms shall be capable of being easily opened or closed and secured in position by window hardware.

(10) *Exterior doors.*

- a. ~~a.~~—Every exterior door, basement or cellar door and hatchway shall be substantially weathertight, watertight, and rodent proof, and shall be kept in sound working condition and good repair. "Good repair" includes no delamination or splitting of wood doors.
- b. ~~b.~~—Every exterior door to a dwelling shall be provided with properly installed hardware that is maintained to ensure reasonable ease of operation to open, close or secure in an open or closed position, as intended by the manufacturer of the door and the attached hardware. Properly installed hardware shall consist of knob, bib and operating lock with sufficient strength to prevent unauthorized entry short of disassembly, force or use of a key or pick. All exterior doors shall be capable of being locked from the inside and outside in a manner that will provide for the safety and security of the occupant(s).

~~(1011)~~ *Exterior door frames.*

- a. ~~a.~~—Exterior doorframes shall be properly maintained and shall be equipped with weatherstripping and thresholds as required to be substantially weathertight, watertight, and rodent and insect restrictive when the door is in a closed position. If daylight can be seen from inside around the inner perimeter of an exterior doorframe, that door frame does not meet this standard.
- b. ~~b.~~—Exterior door jambs, stops, headers and moldings shall be securely attached to the dwelling, maintained in good condition without splitting or deterioration that would minimize the strength and security of the door in a closed position. If daylight can be seen from inside around the outer perimeter of an exterior doorframe, that door frame does not meet this standard.

(12) *Screens.* In order to provide for safe ventilation and to provide for the safety of children, dwelling units which do not have central air-conditioning systems shall have fitted screens in good repair for all operable windows in rooms where the floor level is eight (8) or more feet above finished grade below the window. On floors below eight (8) feet above finished grade, screens are required on operable windows required by section 11-10(b) of this Codecode. "Good repair" means screens providing a continuous barrier to insects constructed of undamaged metal or plastic screen with at least sixteen (16) by sixteen (16) meshes to the inch or fourteen (14) by eighteen (18) meshes to the inch. Screens shall not be permanently affixed to the window frame or sash by nails, staples or screws.

(13) *Protective treatment.* All exterior wood surfaces (other than decay-resistant woods, such as cedar, redwood, cypress or pressure-treated lumber) shall be protected from the elements and decay by painting or other protective covering or treatment. Minimal chipping or peeling of surfaces not directly exposed to the elements and not reasonably expected to contribute to decay of wood is not required to be treated. All siding shall be weather-resistant and watertight. All masonry joints shall be sufficiently tuckpointed to insure water and airtightness. "Sufficiently tuckpointed" means that mortar shall not be removable by finger pressure.

(14) *Outbuildings.* Garages, storage buildings and all other accessory structures shall be structurally sound. When the condition of plumbing, heating, structural or electrical facilities present an imminent danger

to occupants, or to the public, if such outbuilding is accessible to the public, those facilities shall be made safe in a manner consistent with this Codecode.

(15) *Interior floors, walls and ceilings.* Every floor, interior wall and ceiling shall be substantially vermin-proof, shall be kept in sound condition and good repair and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon. Interior finish shall be free of excessive holes and cracks. No cardboard or other highly combustible or improper wall finish or ceiling finish shall be allowed. All floors shall be level enough so as not to present a tripping hazard. Every bathroom floor surface and kitchen floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be readily kept in a clean and sanitary condition. Every tub or shower area shall have a wall surface constructed and maintained so as to be substantially impervious to water.

(16) *Structural supports.* Every structural element of the dwelling shall be maintained in a structurally sound condition and show no evidence of deterioration which would render it incapable of carrying normal loads. Termites, termite damage, fire damage, absence of footings or cracked or split wood structural supports are examples of evidence of deterioration.

When additional direct support is required, piers shall be used under girders, at walls or other primary support points. Stiff knees shall not be used for girders, at walls or at other primary support points, but may be used for indirect support only.

(17) *Firestopping and draftstopping.* Firestopping shall be maintained to cut off all concealed draft openings both horizontal and vertical and to form a fire barrier between floors and between the upper floor and the roof space.

Draftstopping shall be maintained to cut off all concealed draft openings in floor/ceiling assemblies and in attics.

(18) *Interior door hardware.* Every interior door shall be provided with proper hardware, securely attached and maintained in good condition. Hasp lock assemblies are not permitted on any side of the door of habitable rooms.

(19) *Bathroom access.* Bathroom access shall be provided in a manner that does not require an occupant to leave the dwelling to gain access. Privacy of bathrooms shall be afforded by doors complete with privacy hardware intended by the manufacturer for that purpose.

(20) *Bedroom access.* Privacy of bedrooms shall be afforded by doors complete with privacy hardware intended by the manufacturer for that purpose.

(21) *Water closet, lavatory and bath facilities for boardinghouses.* At least one (1) flush water closet, lavatory basin, and bathtub or shower, properly connected to a water and sewer system and in good working condition, shall be supplied for each four (4) rooms within a rooming house wherever such facilities are shared. All such facilities shall be located on the floor they serve within the dwelling so as to be private and reasonably accessible from a common hall or passageway to all persons sharing such facilities.

(e) ~~(e)~~ *Space requirements.*

(1) ~~(1) Required space. Every dwelling shall contain at least one hundred fifty (150) square feet of floor space for the first occupant thereof and at least one hundred (100) additional square feet of floor area per additional occupant. The floor area shall be calculated on the basis of the total area of all habitable rooms. Provided, however, the requirement of this section shall not be applicable to hotels, motels, and other transient dwellings.~~ *Required space. Every dwelling shall have minimum required space as set forth in Section 304 of the current North Carolina State Building (Residential) Code.*

~~(2) Required space in sleeping rooms.~~ In every dwelling, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor space, and every room occupied for sleeping purposes by more than one occupant shall contain at least fifty (50) square feet of floor space for each occupant thereof.

(2) ~~(3) Ceiling height.~~ Habitable rooms other than kitchens, storage rooms and laundry rooms shall have a ceiling height of not less than seven (7) feet six (6) inches. Hallways, corridors, bathrooms, water closet rooms and kitchens shall have a ceiling height of not less than seven (7) feet six (6) inches measured to the lowest projection from the ceiling.

If any room in a dwelling has a sloping ceiling, the prescribed ceiling height of the room is required in only one-half (½) the room area. No portion of the room measuring less than five (5) feet from the finished floor to the finished ceiling shall be included in any computation of the minimum floor area.

(3) ~~(4) Occupancy below grade.~~ No basement or cellar space shall be used as a habitable room or dwelling unless:

- a. ~~a.~~—The floor and walls are resistant to leakage of underground and surface runoff water, and show no evidence of recent water leakage or accumulation; and
- b. ~~b.~~—The total window area (or window well area) is equal to at least the minimum window and ventilation areas described in section 11-10(b) of this ~~Code~~code, except that in non-sleeping rooms, mechanical ventilation and electric light may be used in place of window ventilation and light; and
- c. ~~c.~~—An easily accessible means of fire escape in addition to the basement or cellar stair is provided. Windows which are easily accessible and of sufficient size to accommodate occupants escaping a fire are acceptable.

(f) *Sanitation requirements.* Every owner of a dwelling shall provide a clean, safe and sanitary dwelling at the time of tenant occupancy and shall be responsible for maintaining in a clean, safe and sanitary condition outbuildings and appurtenances to the extent that such outbuildings and appurtenances are regulated by this code.

Tenants shall be responsible for maintaining a clean and sanitary structure in regard to cleanliness, accumulation of garbage and/or rubbish inside the dwelling and any outside areas associated with the dwelling.

(g) *Extermination.* Every owner of a multifamily dwelling or a boardinghouse dwelling shall be responsible for the extermination of any insects, rodents, or other pests within the dwelling or premises. If the owner fails to provide such extermination services and evidence of insect, rodent or other pest infestation is present, extermination shall be ordered by a community code enforcement official. Such extermination shall be conducted by a licensed exterminator. Monthly extermination treatment is the maximum that an owner shall be required to provide.

Every occupant of a dwelling containing a single unit shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises.

(h) *Violation(s) of state building code regulations for existing dwellings.* A dwelling that is not in compliance with Volume I, Chapter 34 of the N.C. State Building Code or Volume IX of the N.C. State Building Code shall be considered unfit and ineligible for a housing certificate under this Code unless the owner has been granted a building permit for work that would bring the structure into compliance with either Volume I, Chapter 34 or Volume IX of the North Carolina State Building Code. Expiration of the permit without completion of such work shall result in revocation of the housing certificate issued for such dwelling.

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- (i) ~~{Compliance with building codes required for ordered repairs-}~~ All repairs made as a result of orders issued under this code shall be completed in compliance with the North Carolina State Building Code and in accordance with construction and repair methods generally accepted in the industry. All materials used in a specific application shall be approved for use in that application and shall be compatible in appearance with surrounding materials.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01; Ord. No. 0-06-70, § 1, 7-10-06; Ord. No. 0-2009-34, § 1, 4-27-09)

Sec. 11-11. Alternate means.

- (a) ~~(a)~~ — The supervisor ~~administrator~~ may authorize an alternate means of meeting the requirements of this code only under the following circumstances as established by the owner(s):
- (1) ~~(1)~~ The condition for which the alternate means is sought is not one (1) of the conditions set forth in section 11-9 of this ~~Code-code~~.
 - (2) ~~(2)~~ The condition for which the alternate means is sought is an element of the fundamental and original construction of the dwelling. "Fundamental and original construction" includes foundation dimensions, ceiling height, organization of habitable space, and any other condition governed by the original structure of the dwelling; and
 - (3) ~~(3)~~ There exists a demonstrable alternate means of meeting the intent of this code.
- (b) ~~(b)~~ — In the event that the community code ~~enforcement~~ official withholds approval of one (1) or more plumbing, electrical, mechanical, structural or fire safety components, the community code ~~enforcement~~ official may accept approval of such components without further corrections upon receipt of a report from an appropriately licensed contractor, architect or engineer certified in North Carolina, as specified by the community code ~~enforcement~~ official in writing.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-12. Reserved.

Sec. 11-13. Duties of tenants.

This code is not intended to interfere with or abrogate the duties imposed on tenants of rental property by N.C.G.S. § 42-43, or with lawful written agreements between property owners and tenants.

~~(a) Every occupant of a dwelling unit or an apartment shall:~~

- ~~(1) Keep that part of a dwelling unit or an apartment which he/she occupies and controls in a clean and sanitary condition.~~
- ~~(2) Keep all required plumbing and other fixtures in a clean and sanitary condition, and exercise reasonable care in the use and operation thereof.~~
- ~~(3) Be responsible for the extermination of any insects, rodents, or other pests whenever said dwelling or apartment is the only one in the residential building infested and the owner has provided a reasonably insect proof and adequate rodent proof building.~~

- (4) Dispose of all garbage and other refuse in an approved garbage receptacle; when approved garbage receptacles are not provided by the landlord, it shall be the responsibility of the occupant to provide adequate approved garbage receptacles.
- (5) Not place on the premises any material which causes a fire hazard or otherwise endangers the health and safety of any occupants of such building; not place in storage or on the premises any furniture, auto parts, junk, equipment, or material which harbors insects, rodents, or other pests.
- (6) Not occupy any dwelling unit unless running water is provided to the required plumbing fixtures, including the restoration of water and sewer service when the service account is in the name of the occupant.
- (7) Not place within any structure for use therein any oil or gas fired portable or non-vented cookstove or heater.
- (8) Cause such damage to the dwelling unit or apartment let to him/her as to make the same unfit for human habitation.
- (9) Not place on the premises for the use thereon any heating or cooking unit which constitutes a fire hazard.
- (10) Maintain necessary utilities for operation of equipment when the utility accounts are in the name of the occupant.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-14. Responsibility of owner.

- (a) The owner remains responsible for complying with the provisions of this code, even though:
 - (1) ~~(1)~~ An obligation is also imposed on the occupants.
 - (2) ~~(2)~~ The owner has, by agreement, imposed on the occupant the duty of complying with this code.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-15. Reserved.

Sec. 11-16. Powers of community code ~~enforcement official~~ officials.

- (a) ~~General.~~
- (a) ~~(1)~~ _____ The supervisor ~~administrator~~ shall have such ~~is~~ authorized to exercise any powers as may be necessary, ~~lawful~~, or convenient to carry out and effectuate the purpose and provisions of this code, including ~~(without limiting the generality of the foregoing)~~ the following powers: in addition to others herein granted:
 - (1) ~~a.~~ To investigate the dwelling conditions in the city in order to determine which dwellings therein are unfit for human habitation.
 - (2) ~~b.~~ To administer oaths and affirmations, examine witnesses, and receive evidence.

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- (3) ~~e.~~—To enter upon premises for the purpose of making inspections in a manner that will cause the least possible inconvenience to the persons in possession.
 - (4) ~~d.~~—To appoint and fix the duties, ~~as provided in this code,~~ of ~~such officials~~officers, agents, and employees as he deems necessary to carry out the purpose of this code.
 - (5) ~~(b)~~ To delegate any of his or her functions and powers under this code to other officers and other agents.

(b) *Inspections.*

~~(1)~~—It shall be the duty of the community code ~~enforcement~~ official to periodically examine the dwellings located in the city for the purpose of determining the fitness of dwellings for human habitation, and for the enforcement and administration of this code.

- (1) In exercising this power, the community code ~~enforcement~~ official shall have a right to enter on any premises within the city at all reasonable hours (between 8:30 a.m. and 5:00 p.m., Monday through Friday, and at the convenience of the occupant) for the purposes of inspection or other enforcement action, upon presentation of proper credentials. Upon refusal after proper notice, the community code ~~enforcement~~ official shall have the right to inspect pursuant to Chapter 15, Article 4A of Chapter 15, of the ~~N.C.~~North Carolina General Statutes, as amended.
- (2) ~~(2)~~—If, during the course of an inspection, the community code ~~enforcement~~ official finds evidence of construction in progress that would require a permit (or permits) pursuant to North Carolina General Statutes, Section N.C.G.S. § 160A-417, the owner shall produce evidence that such permit(s) have been obtained prior to issuance of any housing certificate.
- (3) ~~(3)~~—It shall be the responsibility of the owner to relocate any moveable obstructions (furniture, boxes, appliances and construction materials, for example) that would otherwise interfere with a complete housing certificate inspection. The community code ~~enforcement~~ official shall not be responsible for failure to detect violations of this code when such violations are concealed behind, under or above walls, floors, ceilings or other fixed components of the dwelling.
- (4) ~~(4)~~—An inspection undertaken on behalf of the owner of one (1) or more dwellings by a third-party federal agency or insurer may be considered equivalent in whole or in part to a housing certificate inspection conducted pursuant to this code, provided that the following conditions are met:
 - a. ~~a.~~—Such inspections are undertaken no less frequently than otherwise required by this code;
 - b. ~~b.~~—Inspections standards utilized by the third-party inspector are approved by the supervisor administrator in writing as equivalent in whole or in part;
 - c. ~~c.~~—The third-party inspector acknowledges in writing that this inspection may be considered equivalent in whole or in part to a housing certificate inspection conducted pursuant to this code and agrees in writing to hold the city harmless against any and all claims in connection with such inspection;
 - d. ~~d.~~—Should such third-party inspection be considered equivalent only in part to a housing certificate inspection conducted pursuant to this code, all other provisions of this section shall continue to apply, and the community code ~~enforcement~~ official shall assume responsibility for ~~reinspections~~re-inspections required subsequent to the initial inspection; and
 - e. ~~e.~~—Should the community code ~~enforcement~~ official learn that the third-party inspection does not meet the standards represented to the supervisor for approval in writing, all

dwelling inspected through such third-party inspections may be subsequently subject to housing certificate inspections on an annual basis for three (3) years.

- (5) ~~(5)~~ For purposes of this section, the Rocky Mount Housing Authority is herewith authorized to enforce this code in dwelling units owned or regulated by the Rocky Mount Housing Authority, using inspection report forms approved by the supervisor.
 - (6) ~~(6)~~ The results of an inspection conducted under authority of this section shall be turned over to the community code ~~enforcement~~ official in written form within five (5) working days of completion of such inspection. The community code ~~enforcement~~ official shall proceed with any enforcement actions as if the inspection had taken place under the authority of this code.
 - (7) ~~(7)~~ The supervisor ~~administrator~~ shall maintain a listing of approved third-party inspection programs.
- (c) ~~(c)~~ *Housing certificate (certificate of compliance).*
- (1) ~~(1)~~ The supervisor ~~administrator~~ shall issue a housing certificate (certificate of compliance) upon conducting a final inspection and finding that said structure fully complies with this code, however no housing certificate or temporary housing certificate shall be issued if electrical service, smoke detection system, and/or water service is not present at the time of inspection.
 - (2) ~~(2)~~ Where no condition as described in section 11-9 of this ~~Code~~ is involved, the community code ~~enforcement~~ official may issue a temporary housing certificate to an owner for up to ninety (90) days contingent upon completion of specified corrections or improvements, provided that the owner agrees to vacate the dwelling immediately upon the failure to complete those corrections or improvements within the effective period of any temporary certificate. Under such circumstances, upon expiration of the temporary housing certificate, the dwelling shall be deemed unfit, and the community code ~~enforcement~~ official may proceed to enforce this code. Temporary housing certificates are not renewable or extendible.
- (d) ~~(d)~~ *Fee.* The ~~housing~~ community code division will charge the owner such inspection fees as may be established from time to time by the city council as set forth in the manual of city policies.
- (e) ~~(e)~~ *Reports.* Inspection findings will be recorded on standardized report forms and provided to the owner and/or occupants. Such standardized reports shall include specific references to sections of this code when any violations are recorded. The reports shall contain notice of any deficiencies under this code and inform the owner of any deadline to remedy the deficiencies. Within five (5) days of the owner's receipt of such report, the owner(s) shall advise the occupants of the dwelling, if any, of any deficiencies under this code that are identified in the report. If any of the deficiencies enumerated in such report are among those set forth in section 11-9 of this Code, the owner(s) shall advise all occupants of the building of such deficiencies within five (5) days of the owner's receipt of such report.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-17. Enforcement.

- (a) Determination of value. The community code official is hereby authorized to fix the reasonable value of any dwelling or abandoned structure for the purpose of this code at the amount set forth in the Edgecombe or Nash County property tax listing (as adjusted by the Edgecombe or Nash County Assessor, or pursuant to the assessor's instruction), not including land value. Such value shall be binding unless the owner provides for delivery of a written appraisal conducted within three hundred sixty-five (365) days of the order as to the reasonable value of the dwelling prepared by a North Carolina state certified residential appraiser within

fifteen (15) days after receipt of an order, in which case such written appraisal shall be binding for purposes of this code.

(b) Service of complaints and orders.

(1) Complaints and orders issued by the community code official pursuant to this code shall be served upon persons either personally or by certified mail. When service is made by certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the certified mail is unclaimed or refused, and the regular mail is not returned by the post office within ten (10) days after mailing. The person mailing such complaint or order by regular mail shall certify to that fact and the date thereof, and such certificate shall be deemed conclusive in the absence of fraud. If regular mail is used, the notice of the pending proceeding shall be posted (in a conspicuous place on the property affected.

(2) If the identities of any owner or parties in interest or the whereabouts of such persons are unknown and cannot be ascertained in the exercise of reasonable diligence, or, if the owner or parties in interest are known but have refused to accept service by registered or certified mail, and if the community code official makes an affidavit to that effect, then the serving of the complaint or order upon the owners or parties in interest may be made by publication in a newspaper having general circulation in the city at least once no later than the time at which personal service would be required by this code. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the property affected.)-

(c) Lis Pendens. Upon the issuance of a complaint and notice of hearing or order pursuant to it, a notice of lis pendens, with a copy of the complaint and notice of hearing or order attached to it, may be filed in the office of the clerk of superior court of the county where the property is located. When a notice of lis pendens and a copy of the complaint and notice of hearing or order is filed with the clerk of superior court, it shall be indexed and cross-indexed in accordance with the indexing procedures of N.C.G.S. § 1-117. From the date and time of indexing, the complaint and notice of hearing or order is binding upon the successors and assigns of the owners and parties in interest of the dwelling. A copy of the notice of lis pendens shall be served upon the owners and parties in interest of the dwelling at the time of filing in accordance with subsection (b). The notice of lis pendens remains in full force and effect until cancelled.

(#)(d) Issuance of complaint.

(1) (1)-Whenever a petition or complaint is filed with the community code enforcement-official by a public authority, or by at least five (5) residents of the city, charging that any dwelling is unfit for human habitation, or whenever it appears to the public community code official (on his own motion) that any dwelling is unfit for human habitation, the community code-enforcement official shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest in such dwellings a complaint stating the charges of violations of this code. Said complaint shall list the code deficiencies, and contain a notice that a hearing will be held before the supervisor administrator at a place within the city at a time fixed not less than ten (10) days nor more than thirty (30) days after the serving of said complaint. The notice shall also notify the owner and parties in interest that they have the right to file an answer to the complaint and to appear in person or otherwise, and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the supervisor administrator. All complaints, notices of hearing, and orders issued by the community code enforcement official may be filed as notice of lis pendens in the Office of the Clerk of Superior Court for Edgecombe or Nash County, as appropriate. A copy of the notice of lis pendens when filed shall be served upon the owner(s) and parties in interest of such dwellings at the time of filing.

- (2) ~~(2)~~ Provided, however, the community code enforcement official may, prior to the issuance of a complaint, serve the property owner or property owner's agent with a violation notice giving the property owner up to ninety (90) days to correct the violation(s).

~~(g)~~(e) ~~(b)~~ Findings of fact and order. If, after such notice and hearing, the ~~supervisor~~ administrator determines that the dwelling under consideration is unsafe or unfit for human habitation, according to the standards of this code, he shall state in writing his findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof an order. ~~All orders issued by the supervisor administrator may be filed in the notice lis pendens in the Office of the Clerk of Superior Court of Edgecombe or Nash County, as appropriate.~~ one of the following orders, as appropriate:

- (1) ~~(1)~~ Deteriorated. If the dwelling is found to be deteriorated as defined in this code, the supervisor administrator shall by order require the owner to repair, alter, or improve such dwelling so as to bring it into compliance with this code within a period not to exceed ninety (90) days of the service of the order upon the owner. ~~Such order may also direct and require the owner to vacate and close the dwelling as a human habitation. Where the supervisor administrator finds; provided, however, that if the supervisor finds there is an imminent danger to life or other property, he may order that corrective action be taken in within such lesser period as may be reasonably necessary. If the dwelling is vacant at and feasible. The order may also require that the property be vacated and closed only if continued occupancy during the time allowed for repair will present a significant threat of bodily harm, taking into account the nature of the necessary repairs, alterations, or improvements; and the order is issued, it may not be occupied until current state of the dwelling is in full compliance property; and any additional risks due to the presence and capacity of minors under the age of eighteen (18) or occupants with physical or mental disabilities. The order shall state that the failure to make timely repairs as directed in the order; or if the dwelling becomes vacant after the order is issued, the dwelling shall not be reoccupied and utilities shall not be connected until make the dwelling is in full compliance with subject to the order.~~ issuance of an unfit order under subsection (g).
- (2) ~~(2)~~ Dilapidated. If the dwelling is found to be dilapidated as defined in this code, the supervisor may by order require the owner to remove or demolish such dwelling within a period not to exceed ninety (90) days of the service of the order. ~~Where; provided, however, that if the supervisor finds that there is an imminent danger to life or other property, he may order that corrective action be taken in within such lesser period as may be reasonably necessary to bring the dwelling into compliance with this code within the correction action period imposed by such order and feasible.~~
- (3) ~~(3)~~ Prior orders Historic Districts. Notwithstanding any other provision of law, if the dwelling is located in a historic district of the city and the historic district commission determines, after an administrative hearing as provided by ordinance, that the dwelling is of particular significance or ordinances value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with N.C.G.S. § 160D-949.

(f) Additional notices to affordable housing organizations. ~~directing~~ Whenever a determination is made pursuant to subsection (e) that a dwelling must be vacated and closed, or removed or demolished, notice of the order shall be given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of forty-five (45) days from the mailing of such notice shall be given before removal or demolition. ~~If the city council has adopted an ordinance, or by action of the supervisor, to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing.~~ The supervisor or clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices

may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the public officer to wait forty-five (45) days before causing removal or demolition.

(g) Action upon failure to comply with order.

(1) administrator has issued an order, ordering a Repair, closing, and posting. If the owner of a dwelling fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the supervisor may cause the dwelling to be repaired, altered, or improved, or to be vacated and closed. The supervisor may cause to be posted on the main entrance of any dwelling so closed a placard with the following words: "This dwelling is unfit for human habitation. The use or occupation of this dwelling for human habitation is prohibited and unlawful." or vacated and closed, as provided in section 11-17(b)(1), and if the owner has vacated and closed such dwelling and kept such dwelling Occupation of a dwelling so posted shall constitute a Class 1 misdemeanor. The duties of the supervisor set forth in this subdivision (g)(1) shall not be exercised until the city council shall have by ordinance ordered the supervisor to proceed to effectuate the purpose of this code with respect to the particular property or properties that the supervisor shall have found to be unfit for human habitation and which property or properties shall be described in the ordinance. The ordinance shall be recorded in the office of the register of deeds in the county where the property or properties are located and shall be indexed in the name of the property owner in the grantor index.

(2) Demolition. If the owner fails to comply with an order to remove or demolish the dwelling, the supervisor may cause such dwelling to be removed or demolished. The duties of the supervisor set forth in this subsection (g)(2) shall not be exercised until the city council shall have by ordinance ordered the supervisor to proceed to effectuate the purpose of this code with respect to the particular property or properties that the supervisor shall have found to be unfit for human habitation and which property or properties shall be described in the ordinance. No such ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to bring it into conformity with the housing code. This ordinance shall be recorded in the office of the register of deeds in the county where the property or properties are located and shall be indexed in the name of the property owner in the grantor index.

(h) Abandonment of intent to repair. If the dwelling has been vacated and closed for a period of one (1) year pursuant to the ordinance or order following either an ordinance adopted pursuant to subsection (g)(1) or after the supervisor issues an order or proceedings have commenced under the substandard housing regulations regarding a dwelling to be repaired or vacated and closed as provided in this section, then if the city council shall may find that the owner has abandoned the intent and purpose to repair, alter, or improve the dwelling in order to render it fit for human habitation and that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which that might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this state State, then in such circumstances, the city council may, after the expiration of such one (1) year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

- (1) a. That if it is determined that the repair of the dwelling to render it fit for human habitation can be made at an estimated a cost not exceeding of less than forty (40) fifty (50) percent (50%) of the then current value of the welling dwelling, the ordinance shall require that the owner either repair or demolish and remove the dwelling within ninety (90) days; or.
- (2) b. That if it is determined that the repair of the dwelling to render it fit for human habitation cannot be made at an estimated a cost not exceeding forty (40) fifty (50) percent (50%) of the then current

value of the dwelling, the ordinance shall require the owner to demolish and remove the dwelling within ninety (90) days.

~~e. That the~~ The ordinance shall be recorded in the Officeoffice of the Registerregister of Deeds of Edgecombe or Nash County, as appropriate ~~deeds in the county wherein the property or properties are located and shall be indexed in the name of the property owner in the grantor index. That failure~~ if the owner fails to comply with the ordinance, the public officer shall authorize the supervisor to effectuate the purpose of the ordinance.

~~(4) Historic district. Notwithstanding any other provision of law, if the dwelling is located in a historic district of the city and the historic district commission determines, after a public hearing as provided by ordinance, that the dwelling is of particular significance or value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with N.C. General Statute Section 160A-400.14(a).~~

~~(i)(a) (c) Action upon failure to comply with order.~~

~~(1) If the owner of a dwelling fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the supervisor administrator may cause the dwelling to be repaired, altered, or improved, or to be vacated and closed. The supervisor administrator may cause to be posted on the main entrance of any dwelling so closed, a placard with the following words:~~

~~"This dwelling is unfit for human habitation. The use or occupation of this dwelling for human habitation is prohibited and unlawful."~~

~~(i) Unsafe Dwellings-Condemned.~~

~~(1) In addition to the other authority granted in this code, the supervisor may declare a dwelling within a community development target area (hereinafter defined) to be unsafe if it meets all of the following conditions:~~

- ~~a. It appears to the supervisor to be vacant or abandoned; and~~
- ~~b. It appears to the supervisor to be in such dilapidated condition as to cause or contribute to blight, disease, vagrancy, or fire or safety hazard, to be a danger to children, or to tend to attract persons intent on criminal activities or other activities that would constitute a public nuisance.~~

~~If the supervisor declares a dwelling to be unsafe under this subsection (i)(1), the supervisor shall affix a notice of the unsafe character of the dwelling to a conspicuous place on the exterior wall of the dwelling. Occupation of a dwelling so posted shall constitute a Class 1 misdemeanor.~~

~~(2) For the purposes of this subsection (i), the term "community development target area" means an area that has characteristics of an urban progress zone under N.C.G.S. § 143B-437.09, a "nonresidential redevelopment area" under N.C.G.S. § 160A-503(10), or an area with similar characteristics designated by the city council as being in special need of revitalization for the benefit and welfare of its citizens.~~

~~(2) If the owner of a dwelling that has been ~~condemned as~~ determined to be unsafe pursuant subsection (i)(1) fails to take prompt corrective action, the supervisor shall give written notice, by certified mail to the owner's last known address or by personal service, of all of the following:~~

- ~~a. That the dwelling is in a condition that appears to meet one or more of the following conditions: (i) constitutes a fire or safety hazard; (ii) is dangerous to life, health, or other property; (iii) is likely to cause or contribute to blight, disease, vagrancy, or danger to children;~~

(iv) has a tendency to attract persons intent on criminal activities or other activities that would constitute a public nuisance.

b. That an administrative hearing will be held before the supervisor at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner will be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter.

c. That following the hearing, the supervisor may issue such order to repair, close, vacate, or demolish the building or structure as appears appropriate.

If the name or whereabouts of the owner cannot, after due diligence, be discovered, the notice shall be considered properly and adequately served if a copy is posted on the outside of the dwelling in question at least ten (10) days prior to the hearing and a notice of the hearing is published in a newspaper having general circulation in the city's area of jurisdiction at least once not later than one (1) week prior to the hearing.

(3) If, upon a hearing held pursuant to the notice prescribed in subsection (i)(2), the supervisor finds that the dwelling is in a condition that constitutes a fire or safety hazard or renders it dangerous to life, health, or other property, the supervisor shall make an order in writing, directed to the owner of such dwelling, requiring the owner to remedy the defective conditions by repairing, closing, vacating, or demolishing the dwelling or taking other necessary steps, within such period, not less than sixty (60) days, as the supervisor may prescribe; provided that where the supervisor finds that there is imminent danger to life or other property, the supervisor may order that corrective action be taken in such lesser period as may be reasonably necessary and feasible.

If the owner fails to comply with an order issued pursuant to ~~remove or demolish the dwelling, subsection (i)(3),~~ the supervisor ~~administrator~~ may cause such dwelling to be removed or demolished.

~~(1)(4)(3)~~ The order duties of the supervisor administrator to repair, alter, improve, vacate and close or remove and demolish set forth in this subsection (i)(4) shall not be exercised until the city council shall have by ordinance ordered the supervisor administrator to proceed to effectuate the purpose of this code with respect to the particular property or properties which that the supervisor administrator shall have found to be unfit for human habitation or unsafe and which property or properties shall be described in the ordinance. No such ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to bring it into conformity with this code. Provided, however, nothing in this code shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by summary proceedings, or otherwise. Such ordinance shall be recorded in the Office of the Register of Deeds for Edgecombe and Nash County as appropriate. This ordinance shall be recorded in the office of the register of deeds in the county where the property or properties are located and shall be indexed in the name of the property owner in the grantor index.

~~(i) (4)~~ Liens.

~~(2)(1)~~ The amount of the cost of repairs, alterations or improvements, or vacating and closing, or removal or demolition by the supervisor administrator shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of the North Carolina General Statutes. If the dwelling is removed or demolished by the supervisor administrator, any article of personal property, fixtures or appurtenances found in or attached to the dwelling may be removed for safekeeping in a city warehouse. Written notice of each removal of personal property, fixtures or appurtenances found in or attached to the dwelling shall be promptly given to the owner of the

articles of personal property to the extent that the identity of such persons is known or may be reasonably ascertained. Chapter 160A, Article 10, of the North Carolina General Statutes.

The owner or any other person who may be entitled to possession of any such articles of personal property, fixtures, or appurtenances found in or attached to the dwelling, before obtaining possession thereof, shall pay to the city all reasonable costs incident to removal, storage and locating the owner of the property or any other person who may be entitled to possession thereof. If the owner or other person who may be entitled to possession fails or refuses to pay the costs, or if the identity or whereabouts of the owner is unknown and unascertainable after a diligent search has been made and after notice to him at his last known address, the supervisor administrator may, after holding the property for thirty (30) days, dispose of the same by public sale after ten (10) days. Public notice shall be published in a local newspaper of general circulation, and the proceeds of the sale shall be forwarded to the finance director of the city. The finance director shall pay, from the proceeds of the sale, costs of removal, storage, investigation as to ownership and sale, and liens, in that order; and any remaining proceeds shall be deposited to the general fund of the city, subject to the following: If the ownership of the property is established satisfactorily to the finance director, the owner shall be paid by such official so much of the proceeds from the sale of the property as remains after paying the costs of removal, storage, investigation as to ownership and sale, and any liens thereon.

(2) ~~(5)~~ If the real property upon which the cost was incurred is located in the city, then the amount of the cost is also a lien on any other real property of the owner located within the city limits or within one (1) mile thereof except for the owner's primary residence. The additional lien provided in this subsection is inferior to all prior liens and shall be collected as a money judgment.

(3) If the dwelling is removed or demolished by the supervisor, the city shall sell the useable materials of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the superior court by the public officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

(j)(k) *Civil action.* If any occupant fails to comply with an order to vacate a dwelling, the supervisor administrator may file a civil action in the name of the city to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties defendant any person occupying such dwelling. The Clerk of Superior Court in Edgecombe or Nash County, as appropriate, shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date, and place, not to exceed ten (10) days from the issuance of the summons, to answer the complaint. The summons and complaint shall be served as provided in North Carolina General Statute, Section N.C.G.S. § 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the supervisor administrator produces a certified copy of an ordinance adopted by the city pursuant to subsection (e)(3)(2) of this section authorizing the supervisor administrator to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered upon under N.C. General Statute, Section G.S. § 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in N.C. General Statute, Section G.S. § 7A-228, and the execution of such judgment may be stayed as provided in North Carolina General Statute, Section N.C.G.S. § 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of summary ejectment proceeding pursuant to this section subsection unless such occupant has been served with notice at least thirty (30) days before the filing of the summary ejectment proceeding that the city has ordered the supervisor administrator to proceed to exercise his duties under subsection (g) of this section to vacate and close or remove and demolish the dwelling.

~~(6) Additional notices to affordable housing organizations. Whenever a determination is made pursuant to subdivision (3) of this section that a dwelling must be vacated and closed, or removed or demolished, under the provisions of this section, notice of the order shall be given by first class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of 45 days from the mailing of such notice shall be given before removal or demolition by action of the public officer, to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing. The public officer or clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the public officer to wait 45 days before causing removal or demolition.~~

~~(d) Determination of value. The code enforcement official is hereby authorized to fix the reasonable value of any dwelling or abandoned structure for the purpose of this code at the amount set forth in the Edgecombe or Nash County property tax listing (as adjusted by the Edgecombe or Nash County Assessor, or pursuant to the assessor's instruction), not including land value. Such value shall be binding unless the owner provides for delivery of a written appraisal conducted within three hundred sixty five (365) days of the order as to the reasonable value of the dwelling prepared by a North Carolina state certified residential appraiser within fifteen (15) days after receipt of an order from the supervisor. Such written appraisal shall be binding and conclusive for purposes of this code.~~

~~(e) Service of complaints and orders. Complaints and orders issued by the community code enforcement official pursuant to this code shall be served upon persons either personally or by registered or certified mail. When service is made by registered or certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the registered or certified mail is unclaimed or refused, and the regular mail is not returned by the post office within ten (10) days after mailing. The person mailing such complaint or order by regular mail shall certify to that fact and the date thereof, and such certificate shall be deemed conclusive in the absence of fraud. If regular mail is used, the notice of the pending proceeding shall be posted on the property affected.~~

~~If the identities of any owner or parties in interest or the whereabouts of such persons are unknown and cannot be ascertained in the exercise of reasonable diligence, or, if the owner or parties in interest are known but have refused to accept service by registered or certified mail, and if the community code enforcement official makes an affidavit to that effect, then the serving of the complaint or order upon the owners or parties in interest may be made by publication in a newspaper having general circulation in the city at least once no later than the time at which personal service would be required by this code. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the property affected.~~

~~(k)(l) (f) Equitable enforcement. In case if any dwelling is erected, constructed, altered, repaired, converted, maintained, or used in violation of this code or any Chapter 160D, Article 12, of the North Carolina General Statutes, or of any ordinance or code adopted under the authority thereof, including this code, or of any valid order or decision of the supervisor administrator or housing or community appeals board made pursuant to this code, the supervisor administrator or community appeals board, as appropriate, may institute any appropriate action or proceedings to prevent such the unlawful erection, construction, reconstruction, alteration, or use; to restrain, correct, or abate such the violation and; to prevent the occupancy of the dwelling-; or to prevent any illegal act, conduct, or use in or about the premises of the dwelling.~~

~~(g) Criminal enforcement. A violation of any provision of this code shall constitute a misdemeanor, and the violator may be fined up to five hundred dollars (\$500.00) or up to thirty (30) days imprisonment or both for each offense, in the discretion of the court.~~

~~(h)(m)~~ (h) ~~————~~ *Civil enforcement.* An owner who fails to comply with an order to repair or to improve, vacate, close, or demolish any dwelling determined unfit for human habitation pursuant to the provisions contained in this code, or who permits the occupancy or ~~reoccupancy~~ re-occupancy of an unsafe or unfit dwelling in violation of this code, shall be subject to a civil penalty of one hundred dollars (\$100.00) for the first day following the expiration of an order to repair or improve, vacate or close any occupied dwelling or following a determination that an unfit dwelling has been reoccupied in violation of this code. In each instance, a penalty of twenty-five dollars (\$25.00) per day shall be imposed for each subsequent day that such failure to comply continues. If a person fails to pay the civil penalty within ten (10) days after being notified of the amount due, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt. Upon the findings of the ~~housing~~ community code inspector ~~official~~ where there exists no smoke detector(s) in a dwelling or dwelling unit, or where smoke detector(s) have been improperly installed or maintained; he shall order that the smoke detector(s) shall be installed or made operable in accordance with this section within seventy-two (72) hours of proper notification to the owner or his agent. The property owner or his agent shall be notified either personally or by registered or certified mail. When service is made by registered or certified mail, a copy of the notice may also be sent by regular mail. Service shall be deemed sufficient if the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten (10) days after mailing. If regular mail is used, the notice of violation shall be posted on the property affected. Failure of the property owner or agent to take corrective action within seventy-two (72) hours of proper notification shall result in a civil penalty for each day the violation exists. The civil penalty amount shall be determined by the city council and shall be published in the Manual of City Policies. If a person fails to pay the civil penalty within ten (10) days after being notified of the amount due, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

~~(i)~~ *One step service process.* In lieu of the procedure set forth hereinbefore, the community code enforcement official may proceed as set forth in this subparagraph (i) whenever it appears to the community code enforcement official that any dwelling is extremely dilapidated and meets the following conditions:

~~(1)~~ It has been determined by the code enforcement official to be either:

a. At least fifty (50) percent destroyed by fire or other casualty; or

b. Unable to be repaired, altered or established to comply with all of the standards by this code at a cost of less than seventy five (75) percent of its value;

~~(2)~~ It is not occupied; and

~~(3)~~ For at least one (1) year, there has been no record of electrical service as required by section 11-10(c)(1) of this code; no record of potable water supply as required by section 11-10(a)(1) of this code; or for at least one (1) year similar conditions have existed at the property which indicate the dwelling has not been lawfully occupied.

When the foregoing conditions are satisfied, the community code enforcement official may serve the owner and parties in interest with a notice of violation of the code and set a date not less than thirty (30) days from the date of service within which the owner shall either commence rehabilitation so as to bring the dwelling into compliance with the code or commence demolition proceedings. The notice shall also inform the owner and parties in interest that if corrections or demolition proceedings are not commenced within the time period specified, the community code enforcement official shall, without further notice or further request of the governing body, cause the demolition of the dwelling and place a lien against the property as set forth hereinbelow.

If the owner or any party in interest submits written objection to the community code enforcement official proceeding against the dwelling within the time period specified in the notice of violation, the community code enforcement official shall cease any further efforts at compliance under this

subparagraph but may proceed in accordance with other provisions of the code. If the owner or a party in interest does not submit written objection to the community code enforcement official's proceeding against the dwelling within the time period specified in the notice of violation, the community code enforcement official shall document that the conditions set forth in this subparagraph exist, enter an order to that effect and cause the dwelling to be demolished. The community code enforcement official shall be under no further obligation to notify or serve the owner or any party in interest where there is no written objection within the time period specified in the notice of violation. The amount of the cost of the demolition by the community code enforcement official shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of the North Carolina General Statutes.

(m)(n) Civil actions against the city for proceeding under this subparagraph must be filed within nine (9) months from the date the violation notice is served upon the aggrieved party. Nothing in this code shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-98-27, §§ 1, 2, 4-13-98; Ord. No. 0-01-57, § 1, 7-23-01; Ord. No. O-2006-41, § 1, 2-12-06; Ord. No. O-2009-14, § 1, 2-23-09)

Sec. 11-18. Appeal procedures.

- (a) ~~(a)~~ ~~—To supervisor administrator.~~ Any owner may file a written appeal to the supervisor administrator within ten (10) days after issuance of the community code enforcement official's report to the owner, ~~with the supervisor administrator.~~ The supervisor administrator is hereby given authority to rule on any dispute arising out of the interpretation of this code by the code enforcement official. The supervisor will either affirm, reverse or modify the ruling of the code enforcement official.
- (b) ~~(b)~~ ~~—Community appeals board.~~ A community appeals board is hereby created to which appeals on the record may be taken by an owner or other party in interest from any decision or order by the supervisor administrator or from the assessment of any civil penalty. All appeals heard by the community appeals board shall be quasi-judicial in nature. The community appeals board shall consist of seven (7) members appointed by the city council and serving for three-year staggered terms. Each of the seven (7) wards located within the city shall have a representative that resides within the respective ward on the board. Four (4) members must be present in order to establish a quorum. The board shall have the power to elect its own officials, to fix the time and places for its meetings, to adopt necessary rules of procedure, and to adopt other rules and regulations for the proper discharge of its duties. The board shall keep an accurate record of all its proceedings. In addition to hearing appeals under this chapter, the community appeals board shall also be responsible for hearing appeals under certain sections of ~~chapter~~Chapter 4 and ~~chapter~~Chapter 10 of the Code of Ordinances of the City Code of Rocky Mount.
- (1) ~~(1)~~ An appeal from any decision or order of the supervisor administrator may be taken by any person aggrieved thereby. Such appeal shall be taken within ten (10) days from the service of the order and shall be taken by filing with the supervisor administrator and with the board a notice of appeal which shall specify the grounds upon which the appeal is based. Upon filing of any notice of appeal, the supervisor ~~advisor~~ shall forthwith transmit to the board all papers constituting the record upon which the decision appealed from was made. When an appeal is from the decision of the supervisor administrator refusing to allow the person aggrieved thereby to do any act, his decision shall remain in force until modified or reversed. When any appeal is from a decision of the supervisor administrator requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the board, unless the supervisor

~~administrator~~ certifies to the board, after the notice of appeal is filed with him, that by, reason of the facts stated in the certificate (a copy of which shall be furnished to the petitioner) a suspension of his requirement would, in his opinion, cause imminent peril to life or property or that because the violation charged is transitory in nature a stay would seriously interfere with the enforcement of the ordinance. In that case proceedings shall not be stayed except by a restraining order, which may be granted by the community appeals board or by a court of record on application, on notice to the official from whom the appeal is taken and on due cause shown. To this end the community appeals board shall have all the powers of the official from whom the appeal is taken.

- (2) ~~(2)~~ Any person assessed a civil penalty in accordance with section 11-17(h),m) may appeal ~~the assessment~~ by filing a written notice of appeal with the supervisor ~~administrator~~ and the board within thirty (30) days from the date of assessment. Failure to file a notice of appeal within this time period shall constitute a waiver of the right to contest the civil penalty. The city manager may establish rules and procedures that govern the appeal hearing process. Such rules may include a requirement that, for specified violations, a bond equal to the amount of the civil penalty be posted at the time a notice of appeal is filed.
 - (3) ~~(3)~~ The board shall affix a reasonable time for the hearing of appeals, shall give due notice to all parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The board may reverse, affirm, in whole or in part, or may modify the decision or order appealed. A majority vote of the board shall be necessary to reverse or modify any decision or order of the supervisor ~~administrator~~. The board shall have the power also in passing upon appeals in any case where there are practical difficulties or undue hardships in the way of carrying out the strict letter of ~~the this~~ code, to adapt the application of ~~the this~~ code, to the necessities of the case to the end that the spirit of the code shall be observed, public safety and welfare secured, and substantial justice done.
 - (4) ~~(4)~~ The board shall affix a reasonable time to hear a civil penalty appeal, shall give due notice to all parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The board shall determine whether the civil penalty assessed was reasonable in light of the violation and may affirm, eliminate, or reduce the civil penalty. A majority vote of the board shall be required to eliminate or reduce any civil penalty.
 - (5) ~~(5)~~ Every decision of the board shall be subject to review by proceedings in the nature of certiorari instituted in Edgecombe or Nash County Superior Court, as appropriate, within fifteen (15) days after the written decision of the board is filed or after a copy thereof is delivered to the appealing party, whichever is later. The decision of the board may be delivered to the aggrieved party either by hand delivery or by any method authorized by the North Carolina Rules of Civil Procedure.
- (c) ~~(c)~~ ~~—~~ *Injunction.* Any person aggrieved by a decision rendered by the board may petition the superior court for an injunction restraining the community code ~~enforcement~~ official from carrying out the order or decision and the court may upon such petition, issue a temporary injunction restraining the community code ~~enforcement~~ official pending a final disposition of the cause; provided, however, that such petition shall be filed within thirty (30) days after issuance of the order or rendering of the decision.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01; Ord. No. 0-2009-36, § 1, 5-11-09; Ord. No. 0-2011-85, § 3, 9-12-11)

Sec. 11-19. Other unlawful acts.

- (a) ~~(a)~~ ~~—~~ It shall be unlawful for any person, firm or corporation to remove (or permit the removal of), damage or deface any complaint, notice, order or certificate posted in accordance with the provisions of this code, unless the community code ~~enforcement~~ official consents in writing to such action.

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- (b) ~~(b)~~ It shall be unlawful for the owner or owner's agents of any dwelling subject to the provisions of this code to fail to furnish to the buyer(s) a copy of the inspection findings or report prior to closing or other property transfer of such dwelling.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

Sec. 11-20. Reserved.

Sec. 11-21. Invalidity.

Notwithstanding any other evidence of intent, it is hereby declared to be the controlling intent of the city council of the City of Rocky Mount that if any provision of this code or the application thereof to any person, firm, or corporation or circumstances is held invalid, the remainder of this code and the application of such provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid, shall not be affected thereby.

(Ord. No. 0-98-20, § 1, 3-9-98; Ord. No. 0-01-57, § 1, 7-23-01)

MEMORANDUM

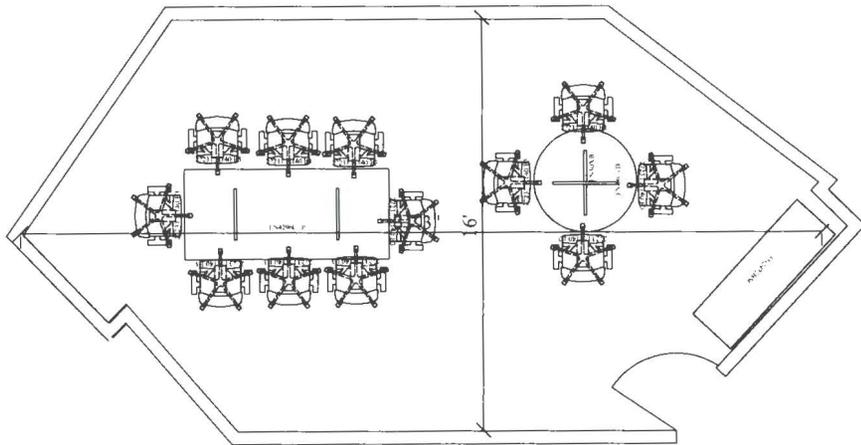


ROCKY MOUNT
CITY MANAGER'S OFFICE
THE CENTER OF IT ALL

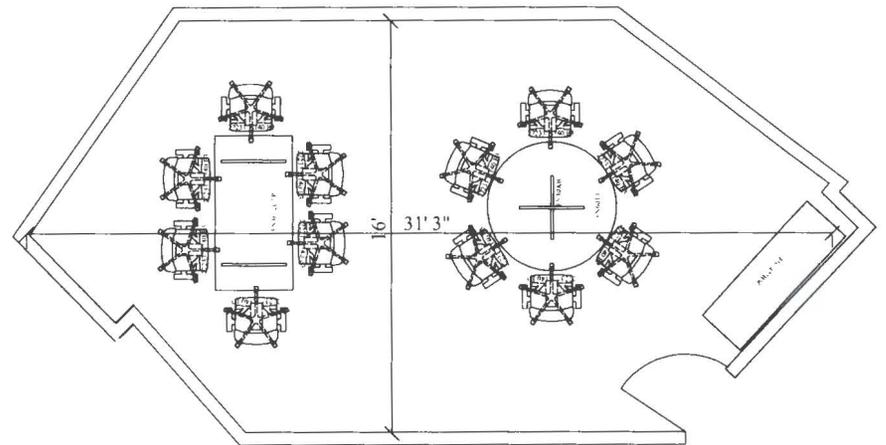
To: Mayor and City Council
From: Peter Varney, Interim City Manager *PV*
Date: 10/30/2022
Re: Mayor and Council Conference Room

The addition of a City Clerk assistant will require the relocation of the Mayor and Councils conference room which is part of the City Clerk's office suite. City Clerk Kim Batts will occupy the conference room and Deputy City Clerk Kream Mosley and the new assistant will occupy the other two offices.

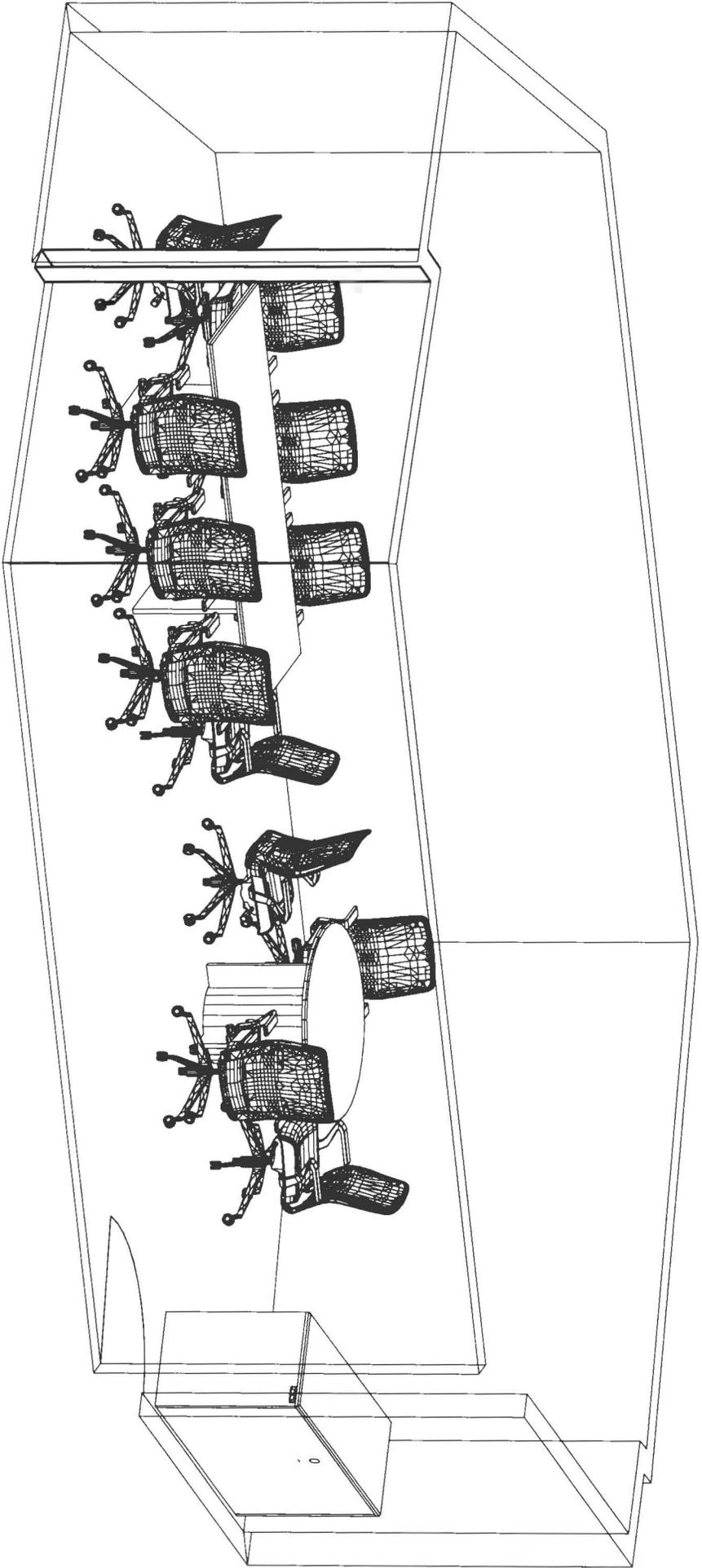
We can designate one of the three conference rooms on the second floor for use by the Mayor and City Council. Conference Room #1 is the largest of the three rooms and it currently has a large conference room table and chairs. We can set up the room differently (see optional designs attached) and restrict its use for Mayor and Council meetings only.



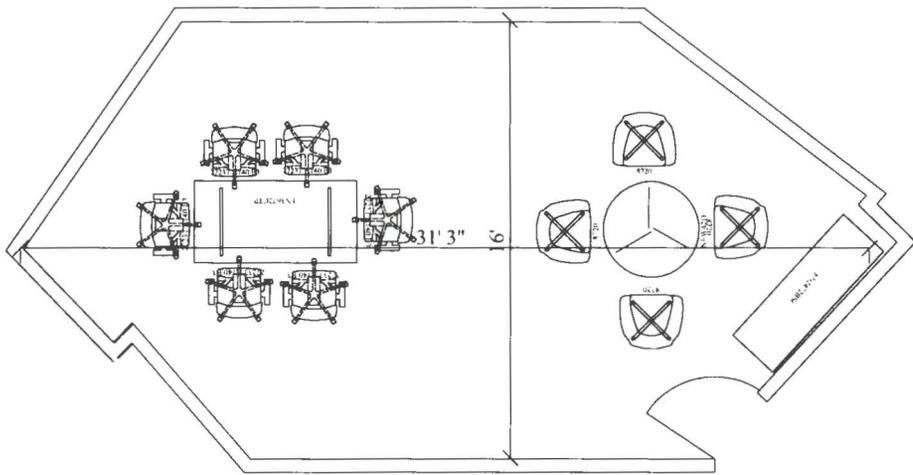
OPTION #1



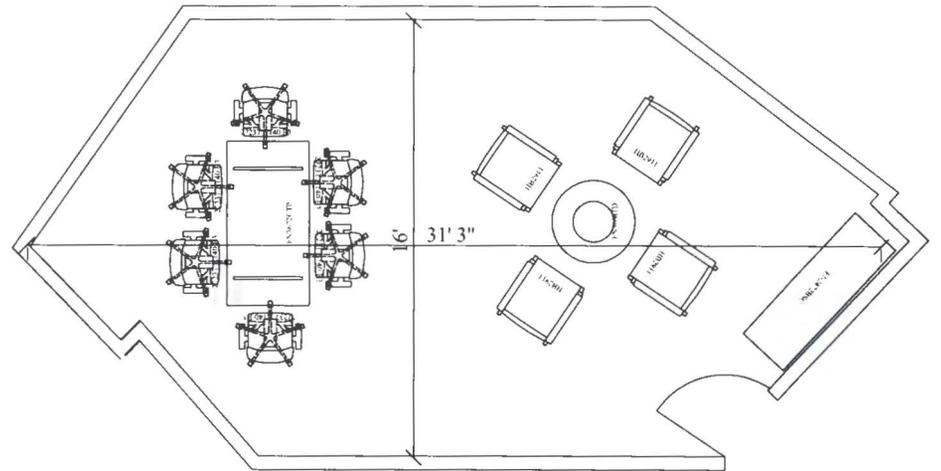
OPTION #2



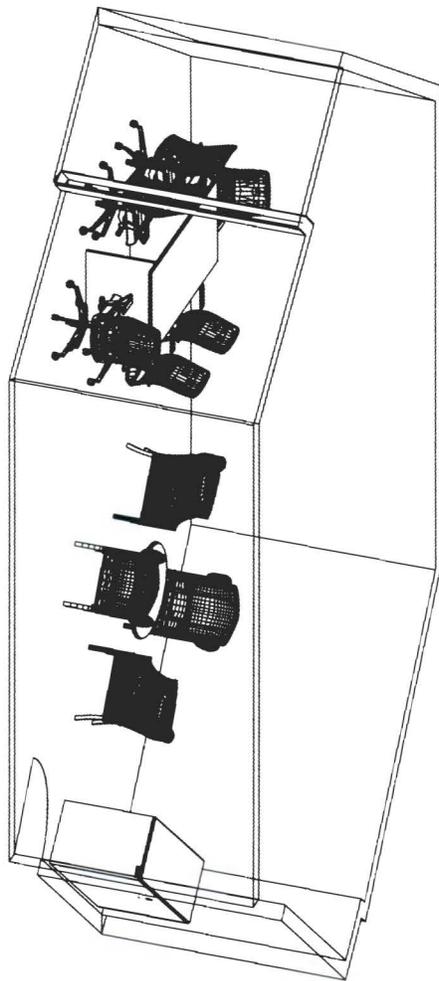
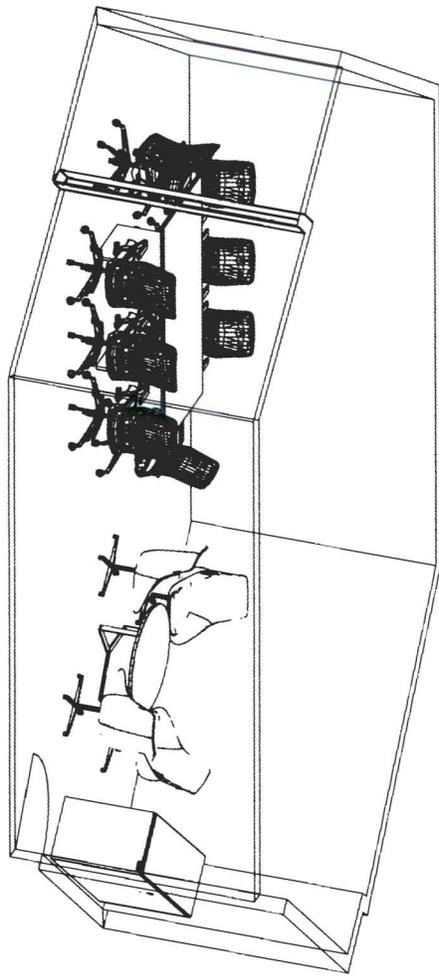
OPTION #1



OPTION #1



OPTION #2



MEMORANDUM



ROCKY MOUNT
CITY MANAGER'S OFFICE
THE CENTER OF IT ALL

To: Mayor and City Council
From: Peter Varney, Interim City Manager
Date: 11/7/2022
Re: Committee of the Whole

Listed below are topics that I would like to discuss in a Committee of the Whole meeting on November 21 following our regularly scheduled meeting at 4:00:

1. American Rescue Plan Public Engagement Summary
2. Cemetery Ordinance Revisions
3. In-house attorney
4. Natural gas purchased gas adjustment (PGA)
5. Strategic long range plan process