



Agenda

Greenville City Council

September 9, 2024

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

I. Call Meeting To Order

II. Invocation - Council Member Portia Willis

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Greenville Tar Heel 11 All-Star Baseball Team - Winners of District Tournament, North Carolina State Tournament, and Regional Tournament of State Champions
2. Jackie Robinson Baseball League 10U and 12U Legacy Tournament Winners

VII. Public Comment Period

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

VIII. Consent Agenda

3. Resolution of Support for the North Carolina Department of Transportation Improvements to the On and Off Ramps of the NC-43 and US-264 Interchange
4. Ordinance to Revise a Speed Limit for NC 33 (East 10th Street) in the City of Greenville to Concur with North Carolina Department of Transportation Ordinances
5. 2024-25 Downtown Greenville Partnership Contract for Services
6. Resolution Approving a Lease Agreement with the Magnolia Arts Center, Inc. for the Perkins Complex Building
7. Resolution Authorizing the Conveyance of Real Property Located at 1007 Douglas Avenue, Parcel Number 82103, to Habitat for Humanity of Pitt County
8. Ordinances and Reimbursement Resolution for Greenville Utilities Commission's Electric Capital Project Budgets for the Boviet Solar Technology Project
9. Authorization to Accept U.S. Department of Homeland Security Assistance to Firefighters Grant to Install Fire Alarm System at Fire/Rescue Station 3 and Install Vehicle-Mounted Exhaust Treatment Systems on Seven Fire/Rescue Apparatuses
10. Authorization for the IT Department to Migrate Tyler Technologies Products, Munis and Energov, to Tyler's Cloud Platform
11. Resolution Declaring 4 Vehicles as Surplus and Authorization to Purchase 4 Replacement Vehicles and 1 Additional Piece of Equipment for Public Works Sanitation Division
12. Approval of the Proposed 2025 Schedule of City Council Meetings
13. Budget Schedule for Fiscal Year 2025-2026
14. Various Tax Refunds Greater Than \$100

IX. New Business

15. Town Common Bulkhead and Esplanade Project Update
16. Resolution to Enter into an Interlocal Agreement with Pitt County for the Sale of 2815 E. Tenth Street (Parcel No. 29072) and 0 E. Fifth Street (Parcel No. 29310)
17. Resolution Declaring Property Located at 2815 E. Tenth Street (Parcel No. 29072) and 0 E. Fifth Street (Parcel No. 29310) as Surplus to the Needs of the City of Greenville and Authorizing its Disposition Using the Upset Bid Process
18. Intent to Apply and Submit Application for a Continuum of Care (CoC) Builds Grant on Behalf of Taft-Mills Group, LLC for Turnbury Trace

19. Budget Ordinance Amendment #2 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), and Donations Fund (Ordinance #18-062). Increase City Clerk's FTEs by 0.5 for designated part time staff (no budget impact).

X. Review of September 12, 2024, City Council Agenda

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Resolution of Support for the North Carolina Department of Transportation Improvements to the On and Off Ramps of the NC-43 and US-264 Interchange

Explanation: The North Carolina Department of Transportation (NCDOT) has identified a project at the NC-43 and US-264 interchange to install roundabouts at the top of the ramps. This project was generated to address safety issues from crash data and from feedback from the community.

As a result, NCDOT has conducted an analysis of the crash history and traffic volumes at the eastbound and westbound on and off ramps of the NC-43 and US-264 interchange. During the analysis period, NCDOT identified 27 total crashes at this interchange, resulting in 1 fatal crash, 12 injury crashes, and 14 property damage only crashes.

NCDOT proposes to improve the safety and mobility of the NC-43 and US-264 interchange by installing two (2) single lane roundabouts at the eastbound and westbound on and off ramps (see attached sketch-Attachment A). The installation of a roundabout at the eastbound and westbound on and off ramps of the NC-43 and US-264 interchange is expected to result in a reduction of injury crashes by 79%. In addition, NCDOT will fund and perform the work necessary to complete the installation of the roundabouts at eastbound and westbound on and off ramps of the NC-43 and US-264 interchange.

A public comment event was held on August 12, 2024 from 4:00 p.m. to 6:00 p.m. at the Clubhouse in the Ironwood Subdivision located on NC-43 in Pitt County. At the event, NCDOT provided conceptual plans and answered questions about the proposed roundabouts to be installed at the interchange of US-264 and NC-43. Approximately 25-35 citizens attended the event with 22 citizens providing written comments.

To move forward with the project, NCDOT has requested a Resolution (Attachment B) indicating the City's support for the project.

Fiscal Note: This project will be funded with NCDOT Safety Funds and Division 2 Funds as companion funds.

Recommendation: City Council approve the resolution of support.

ATTACHMENTS

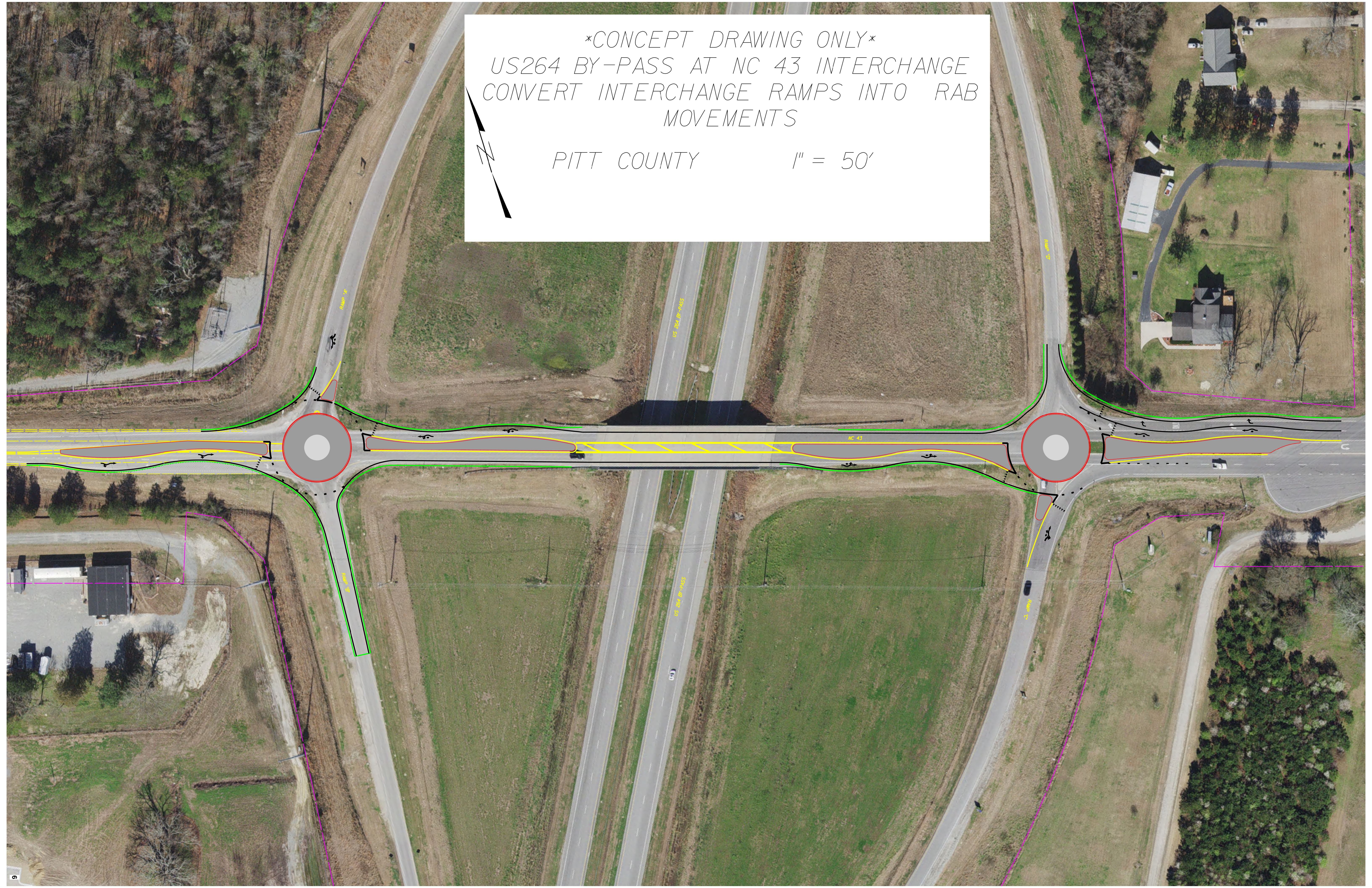
- [Attachment A-Sketch of Improvements.pdf](#)
- [Attachment B-Resolution.pdf](#)

CONCEPT DRAWING ONLY
US264 BY-PASS AT NC 43 INTERCHANGE
CONVERT INTERCHANGE RAMPS INTO RAB
MOVEMENTS



PITT COUNTY

1" = 50'



RESOLUTION NO. ____-24

**RESOLUTION SUPPORTING NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION IMPROVEMENTS TO THE ON AND OFF RAMPS OF THE NC-43
AND US-264 INTERCHANGE**

WHEREAS, the North Carolina Department of Transportation (NCDOT) has conducted an analysis of the crash history and traffic volumes at the eastbound and westbound on and off ramps of the NC-43 and US-264 interchange. During the analysis period, NCDOT identified 27 total crashes at this interchange, resulting in 1 fatal crash, 5 B-injury crashes, 7 C-injury crashes, and 14 Property Damage Only Crashes,

WHEREAS, the Greenville Utilities Commission (GUC) has requested NCDOT to make improvements to the NC-43 and US-264 interchange to mitigate que lengths on the US-264 westbound off ramp to deter citizens from using the GUC main entrance driveway to access NC-43 southbound,

WHEREAS, the NCDOT proposes to improve the safety and mobility of the NC-43 and US-264 interchange by installing two (2) single lane roundabouts at the eastbound and westbound on and off ramps,

WHEREAS, the installation of a roundabout at the eastbound and westbound on and off ramps of the NC-43 and US-264 interchange is expected to result in a reduction of injury crashes by 79%,

WHEREAS, the NCDOT will fund and perform the work necessary to complete the installation of the roundabouts at eastbound and westbound on and off ramps of the NC-43 and US-264 interchange,

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

1. It does hereby endorse NCDOT's recommendation to install two (2) single lane roundabouts at the eastbound and westbound on and off ramps of the NC-43 and US-264 interchange.
2. The Mayor, City Manager or their designee are authorized, empowered and directed to do any and all acts to execute any and all documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is contravention, in any way, of the specific provisions of this Resolution. In addition, the City Manager or City Attorney is authorized to make any non-substantive or clerical revisions to the Agreement referenced above.

Adopted this ____ day of _____, 2024

PJ Connelly, Mayor

ATTEST:

Valerie Shiuwegar



City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Ordinance to Revise a Speed Limit for NC 33 (East 10th Street) in the City of Greenville to Concur with North Carolina Department of Transportation Ordinances

Explanation: Attached for City Council's consideration is an ordinance (Attachment A) revising the speed limit for NC 33 (East 10th Street) in the City of Greenville to concur with the NC Department of Transportation's (NCDOT) ordinance for the identified road. NCGS § 20-141(f) is the authority for the City to establish a speed limit on a state road. The City must also adopt the attached NCDOT Municipal Certification (Attachment B) to be consistent with the changes made by NCDOT. The following is the location that will be affected:

Repeal Speed Limit

Route	Description
NC 33	50 mph between SR 1533 (Port Terminal Road) and 0.20 mile west of SR 1728 (LT Hardee Rd.).

Enact Speed Limit

Route	Description
NC 33	45 mph between SR 1533 (Port Terminal Road) and 0.20 mile west of SR 1728 (LT Hardee Rd.).

Fiscal Note: No direct costs to the City are associated with this request.

Recommendation: City Council adopt both the attached ordinance and NCDOT Municipal Certification revising the speed limit for NC 33 (East 10th Street) in the City of Greenville to concur with NC Department of Transportation ordinances.

ATTACHMENTS

- [Attachment A-City Ordinance.pdf](#)
- [Attachment B-NCDOT Municipal Certification.pdf](#)

ORDINANCE NO. 24-XXX
AN ORDINANCE DECLARING THE SPEED LIMITS
ON STATE-MAINTAINED ROADS

WHEREAS, in accordance with the provisions of North Carolina General Statute § 20-141(f) and Title 10, Chapter 2, Article D, Section 10-2-31(C) of the Code of the City of Greenville, North Carolina, the City Council of the City of Greenville, shall determine and declare safe and reasonable speed limits for roads that are located in the City limits and are part of the state highway system;

WHEREAS, upon the basis of engineering and traffic investigations conducted by the North Carolina Department of Transportation, and reviewed and approved by City staff, it is hereby determined that speed limits for various state maintained roads as stated herein are reasonable and safe; and

WHEREAS, the North Carolina Department of Transportation will provide concurrence of the repealing and declaration of speed limits on the various state-maintained roads as stated herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina that it does hereby approve the following:

Section 1: The State speed limit of 50 miles per hour on the following is hereby repealed:

<u>Route</u>	<u>Description</u>
NC 33	Between SR 1533 (Port Terminal Road) and 0.20 mile west of SR 1728 (LT Hardee Rd.)

Section 2: The State speed limit of 45 miles per hour on the following is hereby enacted:

<u>Route</u>	<u>Description</u>
NC 33	Between SR 1533 (Port Terminal Road) and 0.20 mile west of SR 1728 (LT Hardee Rd.)

Section 3: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4: This ordinance shall become effective when the North Carolina Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

Section 5: Copies of this ordinance shall be furnished to the North Carolina Department of Transportation along with the Certification of Municipal Declaration to Repeal Speed Limits and Request for Concurrence.

This the _____ day of _____, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**Certification of Municipal Declaration
To Repeal Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1075622

Division: 2 County: PITT

Municipality GREENVILLE

Type: Municipal Speed Zones

Road: NC 33

Car: 50 MPH

Truck: 50 MPH

Description: Between SR 1533 (Port Terminal Road) and 0.20 mile west of SR 1728 (LT Hardee Rd.).

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my

hand and the municipal seal this _____ day

of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1086237

Division: 2 County: PITT

Municipality GREENVILLE

Type: Municipal Speed Zones

Road: NC 33

Car: 45 MPH

Truck: 45 MPH

Description: Between SR 1533 (Port Terminal Road) and 0.20 mile west of SR 1728 (LT Hardee Road).

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my

hand and the municipal seal this _____ day

of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____



City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: 2024-25 Downtown Greenville Partnership Contract for Services

Explanation: Since 2010, the City of Greenville (City) and Downtown Greenville Partnership (DGP) have agreed upon an annual program of activities to be carried out by the organization in efforts to market, support, retain, and recruit businesses in the downtown district.

In connection with the services carried out by DGP, previous City Councils have authorized funding for agreed-upon activities. In the City's 2024-2025 fiscal year budget, \$100,000 was appropriated for DGP following the development and execution of a contract for services. Services included in this contract are:

1. Working with the City in areas of downtown beautification. Such efforts include:

- Management of the downtown banner system
- Seasonal rotation of plants
- Contracted pressure washing of sidewalks
- Funding for downtown façade lighting projects

2. Organization, promotion, and sponsorship of the following events:

- PirateFest
- Freeboot Friday
- Greenville Gives
- Dickinson Avenue After Dark
- New Year's Eve Town Common Event

3. Continued implementation and rollout of a comprehensive and targeted rebranding initiative for the downtown district. Such efforts include:

- Targeted marketing of downtown that benefits area retailers, restaurants, and the new hotel located on Evans Street
- Advertisements that promote and showcase downtown events

4. Assisting with public input and economic development efforts within the downtown district.

Fiscal Note: \$100,000 has been authorized by action of the City Council in the Fiscal Year 2024-25 budget.

Recommendation: City Council to consider the attached contract for services and direct the City

Manager and staff to execute the contract.

ATTACHMENTS

[2024-25 Downtown Greenville Partnership Agreement.pdf](#)

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____



**AGREEMENT FOR CONTRACTOR SERVICES
DOWNTOWN GREENVILLE SUPPORT SERVICES**

THIS AGREEMENT (“Agreement”) made and entered into on this date _____, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation, with offices located at 200 West Fifth Street, Greenville, Pitt County, North Carolina (hereinafter referred to as the “CITY”), and DOWNTOWN GREENVILLE PARTNERSHIP, a North Carolina not-for-profit, charitable organization recognized by the IRS as a 501(c)(3) corporation, with a principal office located at 408 South Evans Street, Suite 102, Greenville, Pitt County, North Carolina, 27858 (hereinafter referred to as “DOWNTOWN”);

W I T N E S S E T H:

WHEREAS, enhancing the quality of life in Pitt County by promoting the downtown Greenville urban core and making the economic activity of the downtown area accessible to the entire community are beneficial to all residents of the City of Greenville and the County of Pitt; and

WHEREAS, the CITY is committed to making available financial resources for the services outlined herein and pursuant to North Carolina General Statute (“NCGS”) § 160A-20.1, the CITY is authorized to contract with and appropriate money to individuals, associations, or corporations, including not-for-profits, to carry out any public purpose that the CITY is authorized to engage in by law; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, receipt of which is hereby respectively acknowledged by each of the parties hereto, DOWNTOWN and CITY do hereby agree each with the other as follows:

1. **SCOPE OF AGREEMENT.** It is the intent of this Agreement to define the contractual relationship between the CITY and DOWNTOWN to publicize the economic, educational, social, and cultural benefits of the downtown business district of Greenville, assist in recruiting

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

business and residents to the downtown area, and provide information on the downtown business district of Greenville to prospective businesses and residents. DOWNTOWN will publicize and promote the City's urban revitalization efforts and plans through the normal business activities of DOWNTOWN. More specifically, DOWNTOWN affirmatively represents it shall provide program services that must fulfill a public purpose related to same through the following activities:

a) **Downtown Beautification:** DOWNTOWN will continue to serve the CITY by administering the following specific services:

- i) DOWNTOWN shall manage the downtown banner system.
- ii) DOWNTOWN shall commit funding for the completion of the following beautification activities:
 - a. DOWNTOWN shall fund the contracted cost of the seasonal rotation of plants within the downtown planters. The plants within the planters shall be rotated at least three times per year. The CITY shall be responsible for the daily maintenance of the plants.
 - b. DOWNTOWN shall fund the contracted cost to pressure wash sidewalks within downtown at least two times per year.
 - c. DOWNTOWN shall fund the contracted cost of gum removal off downtown sidewalks no more than two times per year. The CITY shall fund the cost to purchase gum removal equipment to be utilized, on a contracted basis, to remove gum from downtown sidewalks.
- iii) DOWNTOWN shall commit funding for downtown façade lighting projects. DOWNTOWN shall develop a grant policy for the issuance of façade lighting grants, on a match basis, that will be made available to downtown businesses.
- iv) DOWNTOWN shall commit funding for the completion of a lighting and archway project in the Merchants Alley as follows:
 - a. The CITY shall fund the cost for the design of the lighting and archway project.
 - b. The CITY and DOWNTOWN shall evenly split (i.e. 50/50) the total cost to fund the construction of the lighting and archway project.
 - c. The CITY shall be responsible for managing the alley project and DOWNTOWN shall reimburse the CITY for DOWNTOWN's portion of the total cost.

Vendor Name: Downtown Greenville Partnership

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Contract # _____

d. DOWNTOWN shall be responsible for contracting with all private properties to allow for any required lighting / archways to be attached to their respective properties.

b) **Special Events, Promotions and Private Support:** DOWNTOWN will serve as an organizer and sponsor as follows:

i) DOWNTOWN shall serve as the primary organizer and sponsor for the following events:

- a. Freeboot Friday (minimum of four events)
- b. Dickinson After Dark (two per year)

DOWNTOWN shall credit the CITY as a primary sponsor for the above events.

ii) DOWNTOWN shall serve as a partner and sponsor along with the CITY for the following events:

- a. PirateFest
- b. Greenville Gives
- c. New Year's Eve Town Common Event

iii) Both DOWNTOWN and the CITY shall plan, market, coordinate and carry out the New Year's Eve event at the Town Common and shall evenly split (i.e. 50/50) all net proceeds derived from the event.

iv) PirateFest:

- a. If PirateFest is a non-ticketed event, both DOWNTOWN and the CITY shall plan, market, coordinate, and carry out the event and shall evenly split (i.e. 50/50) all net proceeds derived from the event.
- b. If PirateFest is a ticketed event, DOWNTOWN shall plan, market, coordinate, and carry out the event. The CITY will provide operational support for the event to include, but not be limited to, set-up, sanitation, cleanup and public safety support. The CITY shall bill DOWNTOWN for the CITY's cost to provide the operational support.

v) DOWNTOWN shall provide written request of all event support needs to the Special Events Coordinator no later than sixty (60) days prior to the event date.

vi) DOWNTOWN shall work with the CITY's special event coordinator as an advisor to outside organizations interested in holding special events within the district.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

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- c) **Targeted Visitor Marketing:** DOWNTOWN will serve as the primary marketing agent for the downtown district as follows:
- i) DOWNTOWN shall, in cooperation with the CITY and other partners as appropriate, coordinate the continued implementation and rollout of the comprehensive organization rebranding that was initiated in calendar year 2023. The continued goal shall be to create a strong brand for the organization name and roll out a marketing campaign, including social media, to benefit all of the downtown district merchants.
 - ii) DOWNTOWN shall fund targeted marketing, communications, and promotional efforts, including social media, that benefit area retailers, restaurants, and the new hotel on Evans Street.
 - iii) DOWNTOWN shall advertise, promote, and showcase downtown events, places, and people utilizing various media outlets such as social media.
 - iv) DOWNTOWN shall coordinate advertisement campaigns, including social media, for the holiday season, restaurants, retailers, and other downtown stakeholders.
- d) **Assist With Public Input:** The CITY shall work with DOWNTOWN to coordinate stakeholder meetings on policy changes in advance of public input sessions.
- e) **Assist With Economic Development Efforts:** DOWNTOWN, working in conjunction with the CITY, shall assist with economic development efforts through its core mission of beautification, events, and marketing.
- i) DOWNTOWN shall continue to strengthen the connection that residents, employees, and visitors have to the district and increase the district's reputation as an attractive location for businesses and employees via year-round programming.
 - ii) DOWNTOWN will use a wide range of communication for promotion through news media contacts, press releases, a newsletter, web site, social media, and other means.
- f) **Presentation of Work Plan Deliverables:** DOWNTOWN shall provide City Council with an annual work plan of deliverables and present the work plan to City Council at a regularly scheduled City Council Workshop.

2. **RELATIONSHIP OF PARTIES.** The CITY and DOWNTOWN agree that DOWNTOWN shall not represent itself as an officer, agent, or employee of the CITY for any purposes. DOWNTOWN has or will secure, at its own expense, all personnel required to perform services under this Agreement. Such personnel shall not be employees of the CITY or have any contractual relationship with the CITY. DOWNTOWN agrees that all personnel engaged in the

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

services under this Agreement shall be fully qualified and shall be authorized to perform the services under this Agreement.

3. **PAYMENT.** For and in consideration of the services to be provided by DOWNTOWN, as described in Section 1 of this Agreement, and upon approval of the appropriation and expenditure by the City Council of the CITY of Greenville, the CITY will provide a payment of \$100,000.00 (One Hundred Thousand Dollars and Zero Cents) to DOWNTOWN on a semi-annual basis with the first payment of \$50,000.00 (Fifty Thousand Dollars and Zero Cents) to be made within thirty (30) days of the approval of this Agreement by City Council and the second payment of \$50,000.00 (Fifty Thousand Dollars and Zero Cents) to be made on or about March 31, 2025, upon submission of a written report to the City Manager’s office outlining deliverable outcomes.

The maximum amount to be paid by the CITY under this Agreement shall be based upon the CITY funds available for the subject fiscal year. The CITY shall not be obligated to pay DOWNTOWN any payments, fees, expenses, or compensation other than those authorized by this section. The CITY, without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by DOWNTOWN to comply with any of the provisions of this Agreement, including deadlines for submitting any accounting, audit, statement, information, record, documentation, or report. The City Manager or their designee shall have the authority to decide on behalf of the CITY whether DOWNTOWN has complied with this Agreement.

4. **TERM OF CONTRACT.** The term of this Agreement shall be one (1) year (“Term”) and shall commence on October 1, 2024, and terminate on September 30, 2025. DOWNTOWN shall comply with all requirements imposed by this Agreement by September 30 of the end of the Term of the Agreement, except to the extent, if any, that this Agreement indicates a different time for performance.
5. **DESIGNATED AREA.** The map included in Appendix A as an addendum represents the Downtown District.
6. **REPORTING.**
 - a) In addition to other reporting requirements included herein, if requested in writing by the CITY with reasonable notice to DOWNTOWN, DOWNTOWN shall make all of the requested information available for inspection and audit by the CITY at any time during workdays of the CITY.
 - b) Additionally, DOWNTOWN will allow the CITY’s Finance Director access to the records and information requested and will facilitate a review of the accounting and program operations as may be required. The CITY will have the right to conduct site visits within one (1) week of a request to do so.

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- c) DOWNTOWN shall retain financial and program records during the term of this Agreement, and for a minimum period of three (3) years following the expiration or earlier termination of this Agreement.
 - d) Upon request, oral or written, of any member of the public, DOWNTOWN shall provide a copy of its latest annual financial statement of its operations, which includes an account of all CITY funds received from the CITY under this Agreement and all expenditures made from CITY funds.
 - e) Material non-compliance with this section may be deemed a material breach of this Agreement.
7. **NON-APPROPRIATION OF FUNDS.** DOWNTOWN acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to DOWNTOWN, at the earliest possible date, CITY may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the CITY's budget, funding, or financial resources. Such termination is in addition to the CITY's rights to terminate for convenience or cause. Funding for this Agreement is subject to annual appropriation.

8. **INSURANCE.**

DOWNTOWN agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Insurance required shall remain in effect through the life of this Agreement.

a) Workers' Compensation Insurance:

No contractor or subcontractor may exclude executive officers. Workers' Compensation must include all employees.

Limits:

Workers Compensation: Statutory for the State of North Carolina.

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

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

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

b) Commercial General Liability:

Limits:

Each Occurrence: \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate Limit \$2,000,000

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Products and Completed Operations Aggregate \$2,000,000

c) Commercial Automobile Liability:

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

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

e) Proof of Carriages:

- i. DOWNTOWN shall provide the CITY with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the CITY prior to the commencement of services. Said policies shall provide that the CITY be an additional named insured.
- ii. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of North Carolina.

9. NOTICE.

- a) All notices or communications required or permitted by this Agreement will be in writing and delivered via personal delivery, a recognized national overnight delivery service, or by certified mail, return receipt requested. In addition, subsection (b) must be complied with.
- b) Additional Notice by Email. In addition to complying with subsection (a), the party giving notice or other communication shall also send it by email if the other party has provided a valid, working email address.
- c) Change of Address; Discovery of Invalid Email Address. A change of address, email address, telephone number, or person to receive notice may be made by either party by notice given to the other party. At any time that a party discovers that the other party has provided it an email address that is not valid, the discovering party shall provide notice of the discovery to the other party, so that it can substitute a valid email address.
- d) Date Notice Deemed Given. If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both subsection (a) and subsection (b) have been complied with.
- e) Addresses. Subject to change pursuant to subsection (d), the addresses for these notices are:

TO THE CITY:
City of Greenville

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

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PO Box 7207
Greenville, NC 27835
Attn: City Manager
WITH COPY TO: CITY ATTORNEY

TO DOWNTOWN:
Downtown Greenville Partnership
408 South Evans Street, Suite 102
P.O. Box 92
Greenville, NC 27835
Attn: Executive Director

10. **REPAYMENT OF FUNDS.** DOWNTOWN shall only use public funds for public purposes and shall repay to the CITY the full amount of any CITY funds lost, misapplied, unaccounted for, or inadequately accounted for in violation of this Agreement. This amount is due and payable to the CITY within sixty (60) days of written notice.
11. **TERMINATION.** Upon a material breach of this Agreement by the other party, either party to this Agreement may terminate the Agreement by providing written notice to the other party at least thirty (30) days prior to the date of termination; provided, however, that if such breach is cured by the defaulting party within such thirty (30) day period, then such notice of termination shall have no further force or effect and the Agreement shall continue through its term.
12. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM.** The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise (M/WBE) Program. DOWNTOWN attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.
13. **TITLE VI NON-DISCRIMINATION.** DOWNTOWN, its assignees and successors in interest, agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Appendix B to this Agreement and will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.
14. **E-VERIFY.** DOWNTOWN shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if DOWNTOWN utilizes a Subcontractor, DOWNTOWN shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. DOWNTOWN represents that DOWNTOWN and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

15. **AMENDMENTS AND WAIVER.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the CITY and DOWNTOWN.
16. **CHOICE OF LAW; VENUE.** This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the CITY of Greenville. The exclusive forum and venue for all actions, suits, or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
17. **PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the CITY from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
18. **ASSIGNMENT.** There shall be no assignment, subletting, or transfer of the interest (including payments) of DOWNTOWN in any of the services covered by the Agreement without the written consent of the CITY. Unless the CITY agrees otherwise in writing, DOWNTOWN and all assignees shall be subject to all of the CITY's defenses and shall be liable for all of DOWNTOWN's duties that arise out of this Agreement and all of the CITY's claims that arise out of this Agreement. Without granting DOWNTOWN the right to assign, it is agreed that the duties of DOWNTOWN that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.
19. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS.**
- a) To the maximum extent allowed by law, DOWNTOWN shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of negligent acts or omissions of DOWNTOWN or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are be liable. In performing its duties under this subsection "a," DOWNTOWN shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to CITY.
 - b) **Definitions.** As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (including without limitation within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item). "Indemnitees" means CITY and its officers, officials, independent contractors, agents, and employees, excluding DOWNTOWN.
 - c) **Other Provisions Separate.** Nothing in this section shall affect any warranties in favor of the CITY that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this Agreement.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

- d) Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
- e) It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to DOWNTOWN, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from DOWNTOWN's activities and operations while performing services under this contract, except to the extent that such damages, injury, or other loss results from the negligence or intentional misconduct of the CITY, its officers, officials, independent contractors, agents, or employees. DOWNTOWN shall assume full and complete liability for any and all damages to CITY or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- f) DOWNTOWN will promptly notify the CITY of any Civil or Criminal Actions filed against DOWNTOWN or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The CITY, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

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

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

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

21. **CONFLICT OF INTEREST.**

- a) DOWNTOWN is aware of the conflict of interest laws of the CITY (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.

Vendor Name: Downtown Greenville Partnership

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

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

23. **AUTHORITY TO CONTRACT.** The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to DOWNTOWN, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of DOWNTOWN as the act of the said DOWNTOWN.

24. **GENERAL COMPLIANCE WITH LAWS.** DOWNTOWN shall materially comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of services under this Agreement.

25. **IRAN DIVESTMENT ACT CERTIFICATION.** DOWNTOWN hereby certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. DOWNTOWN shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

26. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties with respect to the subject matter covered by this Agreement. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement shall be deemed to exist or to bind either party hereto.
27. **SEVERABILITY.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affecting the remaining provisions.
28. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
29. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the CITY and DOWNTOWN and not any other person.
30. **CITY MANAGER'S AUTHORITY.** To the extent, if any, the CITY has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.
31. **E-SIGNATURE AUTHORITY.** The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document, or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

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

DOWNTOWN GREENVILLE PARTNERSHIP

By: _____

Title: _____

CITY OF GREENVILLE

By: _____

Title: _____

APPROVED AS TO FORM:

BY: _____
CITY Attorney or Designee (Designee means Assistant CITY Attorney)

PRE-AUDIT CERTIFICATION:

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

BY: _____ Date: _____
Jacob Joyner, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

APPENDIX A
Map of Downtown District



APPENDIX B

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein (5) incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (a) (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination (b) prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

withholding payments to the contractor under the contract until the contractor complies; and/or

cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors,

whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).



City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Resolution Approving a Lease Agreement with the Magnolia Arts Center, Inc. for the Perkins Complex Building

Explanation: Since August 30, 2013, the Magnolia Arts Center (MAC) has been utilizing the Perkins Complex Building located at 1703 East 14th Street. Established in 2005, MAC was founded with the mission of creating a comprehensive arts organization to serve Greenville and the surrounding community. Since then, MAC staff have delivered a myriad of plays, musicals, and special events for the community to enjoy.

City staff began working with the MAC Board of Directors in the spring of 2024 to draft a new lease agreement for the Perkins Complex Building. The agreement is for seven (7) years with the option to renew for an additional two-year term. MAC will pay an annual rent of \$1 to the City of Greenville for the use of the facility and will be responsible for general maintenance of the building.

City staff will meet bi-annually with MAC to discuss operations and any concerns regarding the facility. MAC's service to the community has been of high quality and well received by residents. Their use of the Perkins Complex Building represents a partnership that clearly benefits the City, the Greenville Recreation & Parks Department, and the citizens we serve.

Fiscal Note: No direct cost is incurred by the City of Greenville as a result of the lease. An annual revenue of \$1.00 will be received.

Recommendation: Approve the resolution allowing the City Manager to sign the lease agreement with the Magnolia Arts Center, Inc. for the Perkins Complex Building.

ATTACHMENTS

- [1196534 - Resolution - Magnolia Arts Center Lease of Perkins Complex Building - 1 - COG.DOC](#)
- [1191889 - Magnolia Arts Center Lease Agreement - 2024.DOC](#)

RESOLUTION - 24
RESOLUTION APPROVING LEASE AGREEMENT WITH
THE MAGNOLIA ARTS CENTER, INC.

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of ten (10) years or less for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the Magnolia Arts Center, Inc for the Perkins Complex Building located at 1703 East 14th Street, for a term of seven years with the provision for an extension for an additional two years, and for an annual rental payment of one dollar.

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

This the 9th day of September, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of September 2024, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as CITY, and the Magnolia Arts Center, Inc., a North Carolina non-profit corporation, Party of the Second Part and hereinafter referred to as TENANT;

Subject to the terms and conditions of this Lease Agreement, CITY does hereby let and lease unto the TENANT, and TENANT does hereby lease from the CITY, the following described premises located in Greenville, North Carolina:

The property and improvements consisting of the building known as the Perkins Complex Building located at 1703 East 14th Street, Greenville, North Carolina.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for seven (7) years, commencing on the 1st day of September, 2024, and expiring on the 31st day of August, 2031. Provided that all conditions of this Lease Agreement have been properly complied with by the TENANT, the TENANT may at its option extend the term of this Lease Agreement for an additional term of two (2) years by giving to the CITY written notice of its intention so to do not later than the 2nd day of January, 2031, and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in full force and effect except that, at anytime during the additional two (2) year term, either party may terminate the term of this Lease Agreement by the provision of written notice to the other party specifying the date of termination given at least one (1) year prior to the date of termination.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of September of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, TENANT shall use the leased premises for meetings, productions, and sponsored functions of the TENANT and for other meetings, productions, and functions of other non-profit arts and education organizations conducted under the supervision of the TENANT which are compatible with the mission of the TENANT as a tax-exempt, non-profit organization. TENANT shall make no other use of the leased premises without the prior written consent of the CITY.

4. Additional Limits and Conditions.

In addition to the restrictions on the use of the leased premises set forth in paragraph 3, the TENANT agrees to the following limits and conditions governing the use of the leased premises:

- a. Use of the leased premises must cease by 10:00 p.m. except, that on days when performances occur, the use of the leased premises must cease by 11:59 p.m.
- b. There shall be no music or sound at the leased premises which violates the provisions of the Noise Control Ordinance contained in Chapter 5 of Title 12 of the Greenville Tenant Code.
- c. To set ticket, food and beverage, retail and sponsorship prices as it deems appropriate for all programs held on Leased Property.
- d. May obtain an alcoholic beverage license from the State of North Carolina ABC Commissioner to sell malt beverages, wine, fortified wine or alcohol at the Leased Property for consumption during programs.
 - i. The sale and consumption of alcoholic beverages shall be governed and regulated by the Tenant's Code of Ordinances and the laws of North Carolina.

5. Parking:

As a part of this Lease Agreement, the TENANT shall be permitted to use four (4) reserved parking spaces, designated by the CITY, within the parking lot located adjacent to the building, for the TENANT's exclusive use year-round and to use, as available on a non-exclusive basis, other parking spaces located within the parking lot located adjacent to the building. The TENANT understands that during the spring season (March-April-May-June) and fall season (September-October), the Greenville Little Leagues will typically have practices from 4:00 p.m. to sunset on Mondays through Friday, on Saturdays, games occur all day until sunset, and on Sunday's makeup games may occur during the day. The TENANT understands that this schedule of the Greenville Little League places a premium on parking spaces at the complex during those time frames and the TENANT shall consider this when scheduling the TENANT's functions.

6. Activities Report.

Within thirty (30) days of a request by the CITY, the TENANT shall provide a written report to the CITY on the meetings, functions, and activities occurring on the leased premises during the term of this Lease Agreement.

7. Signage.

No signs shall be erected on the leased premises without the prior written approval of the CITY. Notwithstanding the foregoing, it is understood and agreed that TENANT shall be permitted to install a sign, subject to the approval of the CITY, to identify the building as being occupied by the TENANT.

8. Acceptance of Leased Premises.

The TENANT agrees to accept the leased premises in its present physical condition.

9. Repairs and Maintenance.

The building is being leased in an “as is” condition. The TENANT shall, at its expense, be responsible for all maintenance and repairs, both major and minor, of the leased premises. The responsibility of the TENANT Includes, but is not limited to, the following maintenance of the leased premises:

- a. Routine, periodic maintenance for heating and air conditioning systems including, but not limited to, the replacement of filter pads.
- b. Fire extinguisher servicing, pest control, and interior trash disposal.

The TENANT shall, at its expense, be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in a habitable and usable condition. The TENANT shall, at its sole expense, keep the leased premises, in good condition, reasonable wear and tear excepted. The TENANT shall give the CITY notice of any repairs made.

The TENANT shall, at its expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The TENANT shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

10. Alterations and Improvements:

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the CITY.

11. Annual Inspection:

During the term of this Lease Agreement, and as a requirement of the lease, the TENANT and CITY shall make an annual inspection of the leased premises to determine the state of maintenance and repair, and to discuss any mutual concerns regarding the upkeep and maintenance of the leased premises. The CITY’s Parks Superintendent and the CITY’s Risk Manager, or their designees, shall represent the CITY in the annual inspection. The President of the TENANT, or his designee, shall represent the TENANT in the annual inspection.

Other employees of the CITY or members of the TENANT may participate in the inspection.

12. Utilities.

The TENANT shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, and sewer used by TENANT in connection with the occupancy of the leased premises. The TENANT shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by TENANT in connection with the occupancy of the leased premises.

13. Insurance.

The CITY shall maintain insurance on the Leased Premises against loss due to fire or other casualty, except for such losses as may be caused by TENANT. During the duration of this Lease, and any renewal thereof, the TENANT shall maintain, at its own expense, insurance, as specified below, for the protection of the TENANT, the CITY, its officers and employees, on a primary basis, from any claim, damage, liability, loss or expense to person(s) or property caused by, resulting from, arising out of or in conjunction with the duties and obligations of the TENANT pursuant to this Lease.

- a. Commercial General Liability insurance with limits not less than \$1,000,000 per each occurrence and \$3,000,000 in the aggregate. Such insurance shall include coverage for the contractual liability (applying to the terms and conditions of this Lease), products-completed operations liability, personal injury liability, advertising injury liability, contingent liquor liability, property damage liability and bodily injury liability (including death).
- b. Workers' Compensation insurance with statutory limits as required by the State of North Carolina covering all of the TENANT'S personnel engaged in performing the duties and obligations of the TENANT pursuant to this Lease. Such insurance shall also include Employer's Liability coverage with limits not less than \$1,000,000 each occurrence or statutory limits, whichever is higher.
- c. Property insurance covering loss or damage to the personal property of the Tenant located at the Leased Premises. Said insurance shall provide coverage in the amount of the full replacement cost thereof and shall insure against perils on an "all risk basis."
- d. Commercial Automobile Liability shall not be less than \$1,000,000 combined single limit.
- e. Liquor Liability insurance coverage with not less than \$1,000,000 of liability coverage.

All insurance policies or endorsements thereto required of the TENANT covering the Leased Premises including, but not limited to, contents, fire and casualty insurance, shall include provisions expressly waiving any right of subrogation on the part of the insurer against the CITY, its agents and employees.

The CITY shall be named as an additional insured on the insurance policies obtained by the City.

All insurances shall be primary and non-contributory, written by insurance companies qualified to do business in the State of North Carolina with an A.M. Best rating acceptable to the CITY. Such insurance policies shall provide that coverage thereunder may not be materially changed, reduced, or cancelled during the term of this Lease.

The TENANT shall bear all costs of all deductibles and shall remain solely and fully liable for the full amount of any claim, damage, loss or expense caused by, resulting from,

arising out of or in conjunction with the duties and obligations of the TENANT pursuant to this Lease that are not compensated by insurance.

Upon execution of this Lease, the TENANT shall furnish the CITY with certificate(s) of insurance naming the CITY as an additional insured and certifying that the appropriate insurance coverages are in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above. The TENANT agrees to furnish to the CITY renewal insurance certificates throughout the term of this Lease as requested by the CITY.

14. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the CITY or the TENANT. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by TENANT in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the CITY's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

15. Assignment and Subletting.

TENANT may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the CITY. Notwithstanding the foregoing, it is understood and agreed that the TENANT may allow the use of the leased premises for meetings, productions, and functions of other non-profit arts and education organizations conducted under the supervision of the TENANT which are compatible with the mission of the TENANT as a tax exempt, non-profit organization.

16. Indemnity.

To the maximum extent allowed by law, the TENANT hereby agrees to indemnify, protect and save the CITY and its officers, council members, directors, employees, and agents (each, an "Indemnified Party," and collectively, the "Indemnified Parties"), harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees (collectively, "Indemnified Losses"), arising out of, connected with, or resulting directly or indirectly from this Lease or the transactions contemplated by or relating to this Lease, without limitation, provided that no indemnification is provided by the TENANT for Indemnified Losses to the extent they are caused by the intentional act or negligence of any Indemnified Party. The indemnification arising under this Section shall survive the Lease's termination.

17. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the TENANT shall yield and deliver peaceably to the CITY possession of the leased premises and any alterations, additions, and improvements made by TENANT thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

18. Default.

If TENANT shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from CITY calling attention to the non-payment or default, CITY may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If CITY neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the TENANT calling attention to such default, the TENANT may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

19. Liens.

The TENANT agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased premises or upon the right, title or interest of the TENANT created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the TENANT and in any event the TENANT will protect, indemnify and save harmless the CITY from and in respect of any and all such claims.

20. Access.

TENANT will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, CITY and CITY's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the CITY, in its sole discretion, determines to make or for any other purpose which the CITY deems appropriate as it relates to the physical facility and equipment.

21. Quiet Enjoyment.

CITY agrees that TENANT, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

22. Notices.

Any written notice provided for herein shall be deemed to have been served sufficiently when presented personally in writing, or sent by first class mail, addressed as follows:

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

If to TENANT:
President
Magnolia Arts Center, Inc.
P.O. Box 20471
Greenville, NC 27858

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

23. Legal and Regulatory Duties.

The TENANT shall observe all applicable local, state, and federal laws and regulations as they pertain to TENANT's use and occupation of the leased premises. TENANT shall indemnify and hold harmless the CITY from and against any liability arising from such laws or regulations caused by TENANT's use or occupation of the leased premises.

24. Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any jurisdiction applicable.

25. Venue.

The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

26. Unenforceability.

If any provision of this Lease is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of this Lease shall continue in full force and effect.

27. Dispute Resolution.

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

28. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the CITY and TENANT.

29. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

BY: _____
Michael Cowin, City Manager

MAGNOLIA ARTS CENTER, INC.

BY: _____
Mitch Butts, President

NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Michael Cowin, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

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

Notary Public

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Mitch Butts, President of the Magnolia Arts Center, Inc., personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

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

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Jacob Joyner, Director of Financial Services

Date: _____

Account Number 010-04-40-50-000-000-
471100-ADMIN

Project Code (if applicable) _____



City of Greenville, North Carolina

Meeting Date: 09/09/2024

-
- Title of Item:** Resolution Authorizing the Conveyance of Real Property Located at 1007 Douglas Avenue, Parcel Number 82103, to Habitat for Humanity of Pitt County
- Explanation:** Habitat for Humanity of Pitt County has requested a donation of the City-owned lot at 1007 Douglas Avenue, Tax Parcel #82103. If acquired, Habitat for Humanity would use this lot for development of affordable housing for low-moderate income families. Habitat for Humanity has built and deeded 83 homes in Pitt County to low-income families.
- The City of Greenville recognizes the importance of affordable housing for low-moderate income families and continues to develop programs to help with reducing the shortage of decent, safe, and sanitary housing for that population. Therefore, City staff recommends conveyance of the requested property as authorized pursuant to North Carolina General Statute §160A-279. A resolution authorizing conveyance of the property is attached for approval.
- Fiscal Note:** The tax value of the lot is \$11,000.
- Recommendation:** Approve the resolution authorizing the conveyance of City-owned real property located at 1007 Douglas Avenue to Habitat for Humanity of Pitt County and authorize the mayor, or designee, to sign all required documents towards the conveyance.
-

ATTACHMENTS

- [Resolution Authorizing Donation of 1007 Douglas Avenue for Habitat for Humanity.pdf](#)
- [Habitat Request for Property.pdf](#)
- [1007 Douglas Ave Support Doc Map.pdf](#)

RESOLUTION NO. 0__-24
RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY
LOCATED AT 1007 DOUGLAS AVEUNE TO HABITAT FOR HUMANITY OF PITT
COUNTY

WHEREAS, the City of Greenville (“City”) recognizes the importance of affordable housing for low-moderate income families and has developed programs to assist with helping to reduce the shortage of decent, safe and sanitary housing for low-moderate income families;

WHEREAS, Habitat for Humanity of Pitt County, Inc. (“Habitat”), a non-profit organized and existing under the laws of the State of North Carolina, has requested that the City convey to it a certain parcel owned by the City to be developed as affordable housing for persons of low-moderate income in the City;

WHEREAS, the City is authorized pursuant to G.S. § 160A-279 to convey property to a non-profit entity for a public purpose, including affordable housing to be provided by Habitat, as also permitted by North Carolina General Statutes Chapter 160D;

WHEREAS, conveyances pursuant to G.S. § 160A-279 must follow the procedural provisions of G.S. § 160A-267, which requires a notice summarizing the contents of the resolution or order to be published once after its adoption, and no sale shall be consummated thereunder until 10 days after its publication;

WHEREAS, the City Council of the City of Greenville, during its September 9, 2024 meeting, heard a request to convey the properties consisting of tax parcel # 82103 located at 1007 Douglas Avenue, comprised of .19 acres, to Habitat for the purpose of building an affordable single-family home for a low-moderate income family; and

WHEREAS, a condition of the conveyance will be that the home must be sold or leased to a low-moderate income family, and Habitat shall obtain building permits to construct the single-family home within twelve (12) months from the date hereof and shall complete construction within twenty-four (24) months of the date hereof, otherwise the parcel conveyed will automatically revert back to the City’s ownership, free and clear of all liens and encumbrances, unless otherwise agreed upon between the City and Habitat.

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

1. It does hereby authorize the conveyance of property consisting of tax parcel # 82103 located at 1007 Douglas Avenue to Habitat with the condition the use of the property be limited to affordable housing for low-moderate income families.
2. The request by Habitat to have property located at 1007 Douglas Avenue be conveyed for the use of the property consistent with the aforementioned conditions is to be accomplished by a quitclaim deed executed by the Mayor and the Clerk after 10 days' publication of a notice summarizing the contents of this resolution after its adoption.
3. If Habitat should cease to use the parcel conveyed for the intended purpose and meet the requirements as outlined herein, the property shall automatically revert back to the City's ownership, free and clear of all liens and encumbrances, unless otherwise agreed upon between the City and Habitat.
4. The Mayor and the Clerk are authorized to execute any other documents necessary to effectuate the conveyance contemplated herein on behalf of the City.

This the _____ day of September, 2024.

P. J. Connelly, Mayor

ATTEST: (Seal)

Valerie Shiuwegar, City Clerk
#1197663 v1



April 17, 2024

Michael Cowin, City Manager
 City of Greenville
 City Manager's Office
 P.O. Box 7207
 Greenville, NC 27835-7207

Dear Michael:

First and foremost, thank you for partnering with Habitat for Humanity to help build affordable homes for low income families in Greenville. The donations of building lots over the past few years has helped to make dreams turn into reality for families they never thought they would have a home of their own. I also greatly appreciated your attendance at our recent home dedication. It was good to catch up with you again after many years.

As you know, Habitat for Humanity is a non-profit organization that works in partnership with low income families currently living in substandard housing conditions. Habitat builds homes for these families, selling the structure at appraised value while providing modest, affordable mortgage payments with a zero interest loan. Partnering Habitat families work alongside volunteers in the actual homebuilding process, and complete in excess of 300 hours of "sweat equity". Budget counseling and home buyer education courses are required before receiving the keys to their Habitat home.

In order for our organization to continue to provide affordable homes with zero interest mortgage loans to low income families it is necessary to control costs and receive support from a variety of entities and partners. We rely heavily on monetary donations from individuals and foundations, building material donations from corporations, and land donations from either the public or private sector.

Currently, Habitat for Humanity has built and deeded 83 homes in Pitt County to low income families. This has allowed the opportunity for partnering families to move out of substandard living environments and into safe, decent, affordable energy efficient homes. Habitat for Humanity has built many homes in the Greenville area in efforts to better the community and help in the West Greenville Revitalization Project.

With this in mind, Habitat for Humanity would like to request a donation of a lot on Douglas Avenue for our next home to be in the 45 Block Revitalization area. The parcel number is 82103. We would like to begin construction as soon as possible, so timing is of the essence as we would like to start the process of approvals for the deed to be transferred to our organization. We have been awarded CDBG funds for partial funding of this house.

Habitat for Humanity greatly appreciates the donations the City of Greenville has provided in the past, and looks forward to future partnering opportunities. Together our efforts can provide deserving low income families a better place to live for many years to come.

Thank you for your kind consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read "J. Scott Johnson".

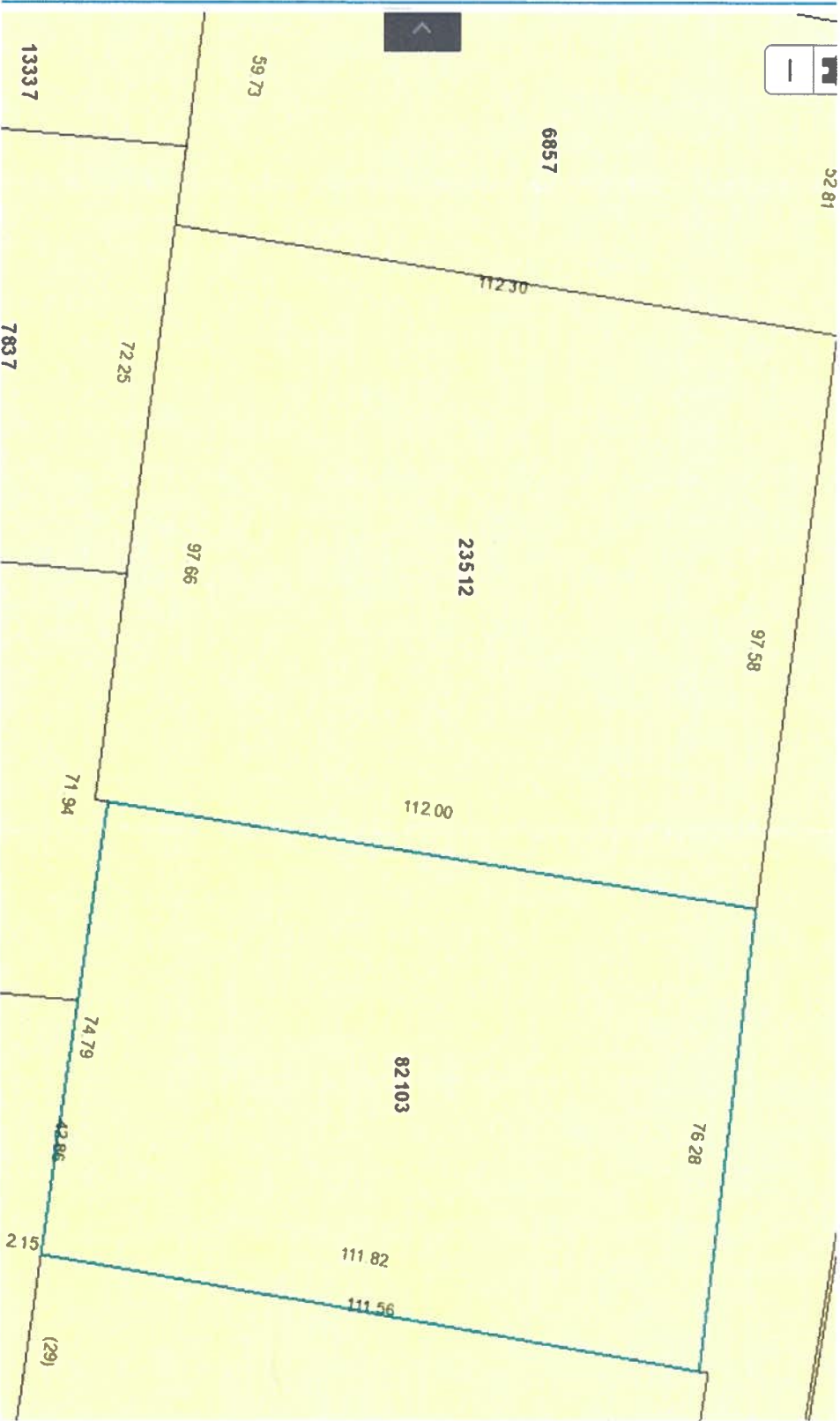
J. Scott Johnson
 Executive Director

Cc: Tiana Berryman, Director of Neighborhood and Business Services
 PJ Connelly, Mayor

Details

Year Built:	0
Total Living Area:	0
Building Value:	\$0
Extra Features Value:	\$0
Total Current Market Value:	\$11,000
Total 2023 Market Value:	\$4,750
Land Value:	\$11,000
Municipality:	GREENVILLE
Township:	GREENVILLE
Fire Tax District:	INSIDE MUNICIPALITY
Census Tract:	701
Neighborhood:	004132
Elementary School:	Elmhurst ES
Middle School:	C M Eppes MS
High School:	J H Rose HS

- Zoom To
- Clear
- Adjoiners
- Neighborhood





Parcel #: 82103	Building # / Unit:	Land Value: 11000
Physical Address: 1007 DOUGLAS AV	Acreage: 0.19	Total Current Market Value: 11000
Owner(s): GREENVILLE CITY OF	Current Owner:	Total 2023 Market Value: 4750
	Deed/Document: 003760 00714	Municipality: GREENVILLE
	Map Book: 77-143	Township: GREENVILLE
Mail Address: PO BOX 7207	Deed/Doc. Date: 2/1/2019	Census Tract: 701
	Deed/Document Sales Price: 0	Neighborhood: 004132
City/State/Zip: GREENVILLE NC 27835	Building Type/Use:	Elementary School: Elmhurst ES
NC PIN: 4678918055	Number of Buildings: 0	Middle School: C M Eppes MS
Subdivision/Section/Phase:	Year Built:	High School: J H Rose HS
Prior Legal Description: CITY OF GREENVILLE 2013	Total Living Area: 0	Fire Service District: INSIDE MUNICIPALITY
Block/Lot: 2	Building Value: 0	
T	Extra Features Value: 0	

Scale: 1:424 1 inch = 35 feet

Map Produced: August 21, 2024

Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.

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City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Ordinances and Reimbursement Resolution for Greenville Utilities
Commission's Electric Capital Project Budgets for the Boviet Solar Technology
Project

Explanation: Boviet Solar Technology is a Vietnamese solar technology company that specializes in the production of photovoltaic (PV) solar modules and solar project developments. Boviet has selected Greenville / Pitt County as the location for its first U.S.-based solar panel manufacturing facility. The company will invest \$294 million in the new Greenville, NC facility, creating 908 new jobs. Founded in 2013 in Vietnam, Boviet is a global Tier 1 solar technology company. The company has a significant presence in the U.S. through its U.S. entity, Boviet Solar USA, which is headquartered in San Jose, California. The Greenville / Pitt County project will be divided into two phases. Phase 1 consists of assembling solar panel components shipped from overseas and Phase 2 consists of the manufacture of PV cells.

GUC has received a request to provide service to the Phase II expansion of Boviet. GUC will construct a 60 megavolt-amperes (MVA) substation to provide the necessary electric service capacity. Estimated loads at this time are 40 to 50 MVA which is approximately twice as much as GUC's current single largest electric customer. It is anticipated that the substation will be located on the property provided by Boviet. Associated 115kV transmission line work will also need to be completed to provide service to the new substation.

In addition to the substation, a 4 MW natural gas-powered peaking generation system will be constructed at the substation site. This system will provide cost savings to Boviet by avoiding coincident peak demand charges through GUC's Large General Service Rate. As such, Boviet and GUC have entered into a load side generation agreement. The system will be owned, fueled, and maintained by GUC for the benefit of Boviet. Boviet will reimburse GUC monthly for all fuel costs. The generation system has the potential to save Boviet approximately \$90,000 per month in avoided CP demand charges.

GUC has applied for and been awarded a \$2,000,000 Golden Leaf Foundation (GLF) Economic Catalyst Grant to assist with the construction of substation as part of the State of North Carolina economic development incentive. GUC is currently working with GLF to provide the needed documentation to complete the initial grant reporting requirements before any funds will be released.

The NC Department of Commerce's Industrial Development Fund - Utility Fund - IDF requires the City of Greenville to be the applicant for the \$2,000,000 grant. The pre-application has been approved to move forward to Full Application Stage. The City of Greenville will work closely with GUC to submit the Full Application and will be the conduit for funding. Funds will be provided to the City and reimbursed based on IDF grant guidelines to GUC for expenditures. These is a required match, and GUC will provide that match to the City for reimbursement.

Electric Capital Investment for Phase 2 of Boviet Solar

Investment	Cost	Source of Funding
60 MW Electric Substation	\$12M	\$2M GLF Grant \$2M IDF Grant
4MW Peaking Generator	\$4.3M	\$4.3M long-term debt
Total	\$16.3M	\$4M Grant Funded \$12.3M long-term debt

At its August 22, 2024 Board Meeting, the GUC Board of Commissioners adopted the following two capital project budgets and a reimbursement resolution to support the Phase 2 development of the Boviet project, and recommends similar action by City Council:

1. Capital Project Budget for the design, equipment, materials and construction of a 60 MVA electric substation in the amount of \$12M
2. Capital Project Budget for the design, equipment, materials and construction of a 4 MW peak shaving generator system in the amount of \$4.3M

Fiscal Note: No costs to the City.

Recommendation: Adopt attached ordinances and reimbursement resolution

ATTACHMENTS

- [Ordinance - Boviet Peaking Generators Project.pdf](#)
- [Ordinance - Boviet Phase II Substation Project.pdf](#)
- [Reimbursement Resolution for Boviet Capital Projects.pdf](#)

ORDINANCE NO. 24-_____

ELECTRIC CAPITAL PROJECT BUDGET
Boviet Peaking Generators

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

Section 1. Revenues. Revenues of the Electric Capital Project Budget, Boviet Peaking Generators Project, is hereby established to read as follows:

Revenue

Long-Term Debt	<u>\$4,300,000</u>	
Total Project Revenue		<u><u>\$4,300,000</u></u>

Section 2. Expenditures. Expenditures of the Electric Capital Project Budget, Boviet Peaking Generators Project, is hereby established to read as follows:

Expenditures

Project costs	<u>\$4,300,000</u>	
Total Project Expenditures		<u><u>\$4,300,000</u></u>

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

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the ___ day of _____, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

ORDINANCE NO. 24-_____

ELECTRIC CAPITAL PROJECT BUDGET
Boviet Phase II Substation

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

Section 1. Revenues. Revenues of the Electric Capital Project Budget, Boviet Phase II Substation Project, is hereby established to read as follows:

Revenue

Golden Leaf Grant	\$2,000,000	
Industrial Development Fund Grant via (City of Greenville	2,000,000	
Long-Term Debt	<u>8,000,000</u>	
Total Project Revenue		<u><u>\$12,000,000</u></u>

Section 2. Expenditures. Expenditures of the Electric Capital Project Budget, Boviet Phase II Substation Project, is hereby established to read as follows:

Expenditures

Project costs	<u>\$12,000,000</u>	
Total Project Expenditures		<u><u>\$12,000,000</u></u>

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

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the ___ day of _____, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

RESOLUTION NO. 24-__
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR
CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE
ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

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

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

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

WHEREAS, the Additional Improvements consist of a peaking generators project and a substation project; and

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

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

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

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

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

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$16,300,000.

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

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

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

Adopted this the _____ day of _____, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar

City Clerk

Upon motion of Council member _____, seconded by Council member _____, the foregoing resolution was adopted by the following vote:

Ayes: _____
_____.

Noes: _____.

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on _____, 2024 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City, this ____ day of _____, 2024.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Authorization to Accept U.S. Department of Homeland Security Assistance to Firefighters Grant to Install Fire Alarm System at Fire/Rescue Station 3 and Install Vehicle-Mounted Exhaust Treatment Systems on Seven Fire/Rescue Apparatuses

Explanation: The Federal Emergency Management Agency provides Federal funding opportunities each year to purchase firefighting equipment for fire departments across the country. On March 11, 2024, City Council authorized Greenville Fire/Rescue to apply for an Assistance to Firefighters Grant (AFG) for funds to install a fire alarm system at Fire/Rescue Station 3 and to install vehicle-mounted exhaust treatment systems on seven (7) Fire/Rescue apparatuses. The grant was awarded to Greenville Fire/Rescue on August 16, 2024, and must be accepted within 30 days.

Fiscal Note: The grant total is estimated to be \$106,870 pending competitive bid processes. The Federal AFG award is \$97,154.54. The City of Greenville will be responsible for funding the balance of the projects, estimated to be \$9,715.46.

Recommendation: Staff recommends City Council authorize acceptance of the Assistance to Firefighters Grant in the amount of \$97,154.54.

ATTACHMENTS

[AFG Award Email.docx](#)

From: FEMA GO <no-reply@fema.dhs.gov>
Sent: Friday, August 16, 2024 7:06 AM
To: Jesse Harris <JHarris@greenvillenc.gov>
Cc: Brock Davenport <BDavenport@greenvillenc.gov>; Becky Derderian <BDerderian@greenvillenc.gov>; Jesse Harris <JHarris@greenvillenc.gov>
Subject: [External] Award Notification (Application Number: EMW-2023-FG-05158)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender, were expecting this message or otherwise know the content is safe.

Dear Jesse,

Congratulations! Your grant application submitted under the Grant Programs Directorate's Fiscal Year (FY) 2023 Assistance to Firefighters Grant has been approved for award.

Please use the FEMA GO system at <https://go.fema.gov> to accept or decline your award. Please note that you will have thirty (30) days from the date of this award notification to either accept or decline the award, and that the award must be accepted or declined by an Authorized Organization Representative (AOR) within the FEMA GO system. Instructions for registering within the system and becoming an AOR are available at <https://www.fema.gov/gmm-training-resources>.

Once you are in the system and made an AOR for your organization, your home page will be the first screen you see. You will see a section entitled My Grants. In this section, please select the award acceptance link for EMW-2023-FG-05158 under Fiscal Year (FY) 2023 Assistance to Firefighters Grant. View your award package and indicate your acceptance or declination of award. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you have questions on using the FEMA GO system, please reach out to the FEMA GO Help Desk (1-877-585-3242). For programmatic questions about your grant, please reach out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960).

All recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in [FEMA Policy \(FP\) 108-023-1, Environmental Planning and Historic Preservation Policy Guidance](#).

Sincerely,

Grants Management Branch

Assistance to Firefighters Grants

Department of Homeland Security / FEMA



City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Authorization for the IT Department to Migrate Tyler Technologies Products, Munis and Energov, to Tyler's Cloud Platform

Explanation: For approximately 10 years, the City has successfully partnered with Tyler Technologies for Public Sector software solutions. We started with Tyler Munis for Enterprise Resource Planning (ERP) and later implemented Energov for Enterprise Permitting & Licensing. For the past 10 years, Tyler and the City have continued to improve, enhance and implement new functionality providing more efficient and streamlined operations for staff as well as more online access and functionality for the public. Tyler continues to be the leading technology provider for the public sector.

Tyler products are core to the business functionality of the City.

- Munis – Enterprise Resource Planning (ERP), including financials, procurement, human resources, payroll, revenues, workorders, and asset management.
- Energov – Enterprise Permitting & Licensing (EPL), including planning, permitting, inspections, and code enforcement.

Recently Tyler informed existing customers that they will no longer be focusing development for on-premise solutions beyond 2026 and will only be enhancing future cloud versions. Therefore, it is advantageous that we proactively migrate.

Moving to a cloud-based, Software as a Service (SaaS) platform comes with many benefits.

- Improved business continuity in case of a major weather or local cyber event.
 - Availability is not dependent on local infrastructure being online/available.
 - Critical functions such as payroll, accounts payable/receivable, permitting, code enforcement remain available.
 - Citizen portals remain available.
 - Cloud solutions keep software current while also enhancing remote and mobile capabilities.
- Future scalability.
 - Meet evolving public expectations.
 - Expand services without costly hardware purchases.

The migration is tentatively planned to take place in the third quarter of FY 2024-25 pending authorization of the SaaS agreement.

Fiscal Note:

Funding was approved in the FY 2024-25 budget.

Munis Year 1: \$276,659

Energov Year 1: \$262,188

Munis Years 2 and 3: \$254,342

Energov Years 2 and 3: \$251,388

*Contract is for 3 years and locks in support fees for years 2 and 3.

Recommendation:

Authorize the attached SaaS agreement and migration to Tyler Technologies cloud platform.

ATTACHMENTS

[Greenville NC Tyler EERP SaaS Agreement 082724.pdf](#)

STATE OF NORTH CAROLINA

COUNTY OF PITT

Contract No.: xxxxxx
Vendor Name: Tyler Technologies, Inc.
Vendor No: 8511



SOFTWARE AS A SERVICE AGREEMENT

THIS Software as a Service Agreement (“Agreement”) made and entered into on _____, 2024 (the “Effective Date”) by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina (the “City” or the “Client”) and Tyler Technologies, Inc., a Delaware corporation duly authorized to transact business in the State of North Carolina and whose principal office street and mailing address is 5101 Tennyson Pkwy, Plano, Texas 75024-3525 (“Tyler”) (collectively the “Parties” and individually “Party.”).

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Exhibit A (Investment Summary), including providing Client with access to Tyler’s proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Exhibit B, Schedule 1.
- **“Client”** means the City of Greenville.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user

guides, manuals and other training or self-help documentation.

- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as [Exhibit A](#).
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1 to Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at [Exhibit D](#).
- **“Tyler”** means Tyler Technologies, Inc.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”, “your”,** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS

Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C., paragraph 9 (below). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B., paragraph 4. We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H., paragraph 1. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a

mutually agreeable Non-Disclosure Agreement (“NDA”), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter in which you make a written request, for so long as the NDA is in effect, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to

storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for 30 days from the date of the quote.
4. Cancellation. If you cancel services without providing Tyler at least 30 days' written notice of cancellation (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past 12 years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E, paragraph 2.
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within 30 days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within 15 days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one year.

Upon expiration of the initial term, this Agreement will renew automatically for additional one year renewal terms at our then-current SaaS Fees unless terminated in writing by either Party at least 60 days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E., paragraph 2.
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within 45 days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H., paragraph 3. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the 30 day window set forth in Section H, paragraph 3.
 - 2.3 For Convenience. You may terminate this Agreement for convenience upon sixty (60) days' advance written notice. In addition to your other payment obligations upon termination of this Agreement, you will also pay the following early termination fees:
 - 2.3.1 if you terminate during the first year of the initial term, 100% of the SaaS Fees through the effective date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - 2.3.2 if you terminate during the second year of the initial term, 100% of the SaaS Fees through the effective date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - 2.3.3 if you terminate after the second year of the initial term, 100% of the SaaS Fees through the effective date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term or the applicable renewal term.
 - 2.4 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of 45 days or more.
 - 2.5 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon 30 days' written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G., paragraph 1. will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our gross negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your gross negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER**

WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

- 4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
- 5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$2,000,000 (with a Cyber Protection sublimit of \$1,000,000); (d) Workers' Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. Tyler will add the City of Greenville as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.**

SECTION H – GENERAL TERMS AND CONDITIONS

- 1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.**
- 2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.**
- 3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and**

discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a state or federal court of competent jurisdiction located within the State of North Carolina. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. The parties' addresses for notices are as follows:

Client
City of Greenville
200 W. 5th Street
Greenville, NC 27858-1824
Attention: Director of Information Technology

Tyler
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties.

Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not

limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above as indicated by the signatures of their authorized representatives.

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(Signatures Begin on Next Page)

CITY OF GREENVILLE

By: _____

Print Name: Michael W. Cowin

Title: City Manager

Date: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Jacob Joyner, Director of Financial Services

Date: _____

Account Number _____

Project Code (if applicable) _____

(Signatures Continue on Next Page)

VENDOR: TYLER TECHNOLOGIES, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

(End of This Portion of the Agreement)
(Exhibits A, B, C, and D Begin on Next Page)



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

The Investment Summary includes the following two attached documents:

1. Greenville – EERP – SaaS Migration (100 users) Q4 2003 (File No. 2023-434175-C0T2S7) (six pages)
2. GreenvilleNC_EPL SaaS Migration_w Tyler Payments_ 3 Yr Rates _Quote 435749-K0G4Y5_v3 (File No. 2023-435749-K0G4Y5) (six pages)

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Quoted By: Stanley John
 Quote Expiration: 04/16/24
 Quote Name: City of Greenville - EERP - SaaS Migration
 Quote Description: 100 Concurrent Users
 SaaS Term: 1.00

Sales Quotation For:

City of Greenville
 200 W 5th St
 Greenville NC 27858-1824
 Phone: +1 (252) 329-4443

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 27,258.00
Bid Management	1	0	\$ 3,719.00
BMI Asset Track Interface	1	0	\$ 1,286.00
BMI CollectIT Interface	1	0	\$ 1,286.00
Capital Assets	1	0	\$ 8,182.00
Cash Management	1	0	\$ 5,748.00
Contract Management	1	0	\$ 3,719.00
eProcurement	1	0	\$ 5,672.00
Inventory	1	0	\$ 8,182.00
Project & Grant Accounting	1	0	\$ 6,153.00
Purchase Orders	1	0	\$ 8,115.00
Requisitions	1	0	\$ 5,748.00
Work Orders, Fleet & Facilities Management	1	0	\$ 10,227.00
Human Resources Management			



Exhibit A

Employee Expense Reimbursement	1	0	\$ 3,043.00
Human Resources & Talent Management	1	0	\$ 4,557.00
Payroll w/ESS	1	0	\$ 7,966.00
Talent Management	1	0	\$ 2,202.00
Revenue Management			
Accounts Receivable	1	0	\$ 7,340.00
Cashiering	1	0	\$ 10,676.00
Central Property File	1	0	\$ 1,179.00
Citizen Self Service	1	0	\$ 7,340.00
General Billing	1	0	\$ 3,561.00
NC Sales Tax Reimbursement	1	0	\$ 1,862.00
Content Management			
Content Manager Core includes Onboarding	1	0	\$ 10,009.00
Data Insights			
Role Tailored Dashboard	1	0	\$ 5,505.00
Tyler Reporting Services (Microsoft SQL Server)	1	0	\$ 8,568.00
Additional			
Enterprise ERP Office	1	0	\$ 5,505.00
Forms Processing Doc Origin Software	1	0	\$ 4,734.00
Subscription Fees			
Concurrent Users	100	0	\$ 75,000.00
TOTAL		0	\$ 254,342.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	48	\$ 200.00	\$ 0.00	\$ 9,600.00	\$ 0.00
Project Planning Services	1	\$ 12,717.00	\$ 0.00	\$ 12,717.00	\$ 0.00
TOTAL				\$ 22,317.00	\$ 0.00



Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 254,342.00
Total Tyler Services	\$ 22,317.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 22,317.00	\$ 254,342.00
Contract Total	\$ 276,659.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such

- software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Exhibit A

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of

approved printers.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Remote Implementation meant for Access Applications Migrations Training & Config:

- Resident Access - 2 days (16 Hours)
- Citizen Access - 2 days (16 Hours)
- Employee Access - 2 days (16 hours)



Quoted By:
 Quote Expiration:
 Quote Name:

Josh McKelvey
 10/31/24
 EPL SaaS - 3 Year Term

Sales Quotation For:
 Janni Wood
 City of Greenville
 200 W 5th St
 Greenville NC 27858-1824
 Phone: +1 (252) 329-4443

Tyler SaaS Flip

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Enterprise Permitting & Licensing User		\$ 201	72	\$ 174,024
Enterprise Permitting & Licensing Foundation		\$ 1,664	1	\$ 19,966
Community Development Suite		\$ 963	1	\$ 11,559
Enterprise Permitting & Licensing Extensions				
eReviews		\$ 1,314	1	\$ 15,763
Decision Engine		\$ 762	1	\$ 9,142
EPL IVR		\$ 695	1	\$ 8,334
SSRS Reporting Access - Per User		\$ 131	2	\$ 3,152
		Sub-Total:		\$ 241,940
		<u>Less Discount</u>		<u>\$ 39,502</u>



TOTAL 3.00 \$ 202,438

Tyler Annual Services

Description	Users/Units	Annual Fee
Recurring Services		
Assist Complete	1	\$ 48,950
TOTAL:		\$ 48,950

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training - Remote	2	\$ 200	\$ 400	\$ 0
EPL Professional Implementation Services - Remote (SaaS Migration Assistance)	40	\$ 0	\$ 0	\$ 0
EPL Project Management Services - Remote (SaaS Migration Assistance)	8	\$ 0	\$ 0	\$ 0
Professional Implementation Services - Remote	40	\$ 200	\$ 8,000	\$ 0
Project Management Services - Remote	12	\$ 200	\$ 2,400	\$ 0
TOTAL:			\$ 10,800	\$ 0

Payments

Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees									
Enterprise Permitting & Licensing									
Enterprise Permitting & Licensing Payments	Code Enforcement	3.95%	\$ 2.50					X	

Enterprise Permitting & Licensing Payments	Permits	3.95%	\$ 2.50	X
Enterprise Permitting & Licensing Payments	Fire Permit/Inspection	3.95%	\$ 2.50	X
Enterprise Permitting & Licensing Payments	Code Enforcement	3.95%	\$ 2.50	X
Enterprise Permitting & Licensing Payments	Planning	3.95%	\$ 2.50	X
Payments - Other Fees				
Enterprise Permitting & Licensing				
Payer eCheck Cost			\$ 1.95	
eCheck Rejects			\$ 5.00	
Credit Card Chargebacks			\$ 15.00	
Payer Card Cost	Per card transaction with Visa, MasterCard, Discover, and American Express.			
Payer eCheck Cost	Per electronic check transaction.			
eCheck Rejects	When an eCheck Transaction comes back as declined (e.g bounced check)			
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)			

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 202,438
Total Services	\$ 10,800	\$ 48,950
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 10,800	\$ 251,388
Contract Total	\$ 764,964	

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and Workforce Mobile access

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. eReviews also requires Bluebeam Revu licenses for agency staff that is involved in the review, markup, and management of electronic plans. Bluebeam Revu licenses are approximately \$300 per user per year. Bluebeam Studio Revu and Bluebeam Prime are to be purchased separately by the client.

Payment Terms:

SaaS Fees and Subscription Fees Effective on the 1st day of the 6th month following execution, and are prorated to align with the existing agreement. Year 2-3 SaaS and Subscription Fees are renewed annually at the rates included in this proposal in alignment with the existing agreement. Year 4 and beyond are renewed annually thereafter in accord with the existing agreement.

Proposal Includes:

Software As A Service - 3 Year Locked Rates

- EPL Community Development Suite
- EPL Users - Up to 72 named full access users
- EPL Mobile - included with EPL User
- EPL Civic Access for Community Development
- eReviews
- EPL Decision Engine for Civic Access
- EPL IVR
- Hosted Report Management - Access to Hosted Reporting Environment for up to 2 named users
- EPL Executive Insights for Community Development
- Tyler Payments for EPL
- EPL PROD Daily Backup Delivery
- Annual Support and Maintenance
- 1 TB Storage Capacity
- Weekend PROD upgrade option

Recurring Annual Services - 3 Year Locked Rates

- EPL Assist Complete
- Professional Implementation Services - Remote - Up to 300 hours per year intended to provide training, configuration assistance with modifications to existing processes, best practice consulting, and recurring status calls

- Client Services Account Manager (CSAM) - Up to 100 hours per year intended to provide upgrade planning assistance, Tyler resource coordination and documentation gathering, and assistance with Support Ticket prioritization.
- Virtual Labs - Recurring, virtual monthly training options covering end user and system administration training materials
- Tyler Connect - 1 complimentary registration code per year provided upon request
- Investment Assessment - 1 complimentary two-day site visit by consultant every 18 months provided upon request; Travel expenses not included

One Time Service Fees

Executive Insights Implementation
Decision Engine Configuration Training and Implementation Support

Tyler Payments for EPL - Payment Processing Services

Online (Civic Access) Payments
Pass Fee Model - Processing fees paid by contractor vs taxpayers
Chase Bank Merchant IDs
Credit Card Types: American Express, Visa, Mastercard, Discover
eChecks
ApplePay

"Evergreen" Discounts Included

- SaaS Fees for migrated software discounted below retail rates
- Discounts on new software being added (Decision Engine)
- SaaS Migration Assistance (up to 48 hours of professional services fees waived)



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees.

1.1 SaaS Fees are waived for the six (6) month period from the commencement of the initial term as set forth in Section F(1) of this Agreement. SaaS Fees shall be invoiced as follows:

- Six (6) months from the commencement of the initial term as set forth in Section F (1) of this Agreement, prorated for the period commencing on such date through June 30;
- Thereafter, annually on July 1 for the period July 1 through June 30

1.2 Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable

- modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance,

commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated

by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in

accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee’s hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for

internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the “lowest practical coach fare” with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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Exhibit C SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

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Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth

below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the

site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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Exhibit D Third Party Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

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City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Resolution Declaring 4 Vehicles as Surplus and Authorization to Purchase 4 Replacement Vehicles and 1 Additional Piece of Equipment for Public Works Sanitation Division

Explanation: The Public Works Department has determined the 4 vehicles/equipment listed below are surplus after being replaced. The vehicles/equipment will be removed from the fleet, and staff requests that City Council declare these items as surplus and authorize the sale of the vehicles via GovDeals, the City’s online auction service. All assets are obsolete, experiencing multiple repairs, and/or beyond their useful lives.

The Financial Services Manager has the authority to dispose of surplus property with an estimated value of less than \$30,000. The items listed for surplus may each have a value over \$30,000; therefore, City Council is asked to declare these items as surplus and authorize their disposition in accordance with NCGS 160A-270.

Asset #	Year	Manufacturer	Model	Serial Number	Description
10001	2015	AUTOCAR	ACX64	5VCACRVF6FH218258	SIDE LOADER
8307	2016	FREIGHTLINER	M2106	1FVHCYCY8GHGX7567	KNUCKLE BOOM
8334	2016	INTERNATIONAL	7400	3HAWGSTT8GL221796	KNUCKLE BOOM
8339	2015	AUTOCAR	ACX64	5VCACRVF4FH218257	SIDE LOADER

The Public Works Department is requesting the purchase of 4 replacement vehicles and 1 additional piece of equipment for the Sanitation Division for \$1,570,000. The replacement/additional vehicles/equipment will be funded utilizing monies available in the FY 2025 Sanitation Vehicle Replacement Fund. These vehicles and equipment have met the replacement criteria set by the City Replacement program. These items will be purchased through the following contracts:

NC Sheriff’s Association Contracts for the following Department/Division:

Sanitation:

- (2) Peterson TL-30 Knuckle Boom Trucks – Replacing #'s 8307 and 8334
- (2) Autocar/Labrie Side Loader Garbage Trucks – Replacing #'s 8339 and 10001

(1) Hako Citymaster 1650 Compact Sweeper - Additional

A list of the proposed replacement/additional vehicles/equipment is included with the Agenda item.

Fiscal Note:

Funding for these purchases will come from the Vehicle Replacement Funds (VRF) with budget appropriations transferred from the following funding sources:

Sanitation Capital Outlay/Equipment Account: \$1,570,000

Recommendation:

City Council (1) approve the resolution declaring the 4 vehicles being replaced as surplus and authorizing the Financial Services Manager to proceed with the sale of the vehicles via electronic auction and (2) authorize the purchase of the 5 vehicles/equipment as listed using the Sanitation Vehicle Replacement Fund.

ATTACHMENTS

- [COG-#1197350-v1-RESOLUTION_SURPLUS_-_SEPT_9_CC_MEETING.docx](#)
- [FY25 Sanitation VRF.pdf](#)

RESOLUTION NO. _____ - 24
 RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
 AND AUTHORIZING ITS DISPOSITION BY ELECTRONIC AUCTION

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

Asset #	Year	Manufacturer	Model	Serial Number	Description
10001	2015	AUTOCAR	ACX64	5VCACRVF6FH218258	SIDE LOADER
8307	2016	FREIGHTLINER	M2106	1FVHCYCY8GHGX7567	KNUCKLE BOOM
8334	2016	INTERNATIONAL	7400	3HAWGSTT8GL221796	KNUCKLE BOOM
8339	2015	AUTOCAR	ACX64	5VCACRVF4FH218257	SIDE LOADER

WHEREAS, it is the desire of the City Council of the City of Greenville to sell by electronic auction to the highest bidder the above-listed property; and,

WHEREAS, North Carolina General Statutes 160A-270 provides for the sale of such City property by electronic auction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above-listed property is hereby declared as surplus, and the Financial Services Manager is hereby authorized to sell the above-listed property to the highest bidder on September 1, 2024, at 3:00 p.m. via electronic auction on GovDeals - www.govdeals.com, said electronic address is where the information about the property to be sold can be found and where electronic bids may be posted.

BE IT FURTHER RESOLVED that the property listed above will be sold in accordance with the electronic auction procedure utilized by the Financial Services Manager to sell the surplus property and shall be sold on an "as is" basis with the sale being final and that the City of Greenville reserves the right to reject any and all bids.

BE IT FURTHER RESOLVED that a notice summarizing the contents of this resolution may be published solely by electronic means and that the auction shall occur no sooner than ten (10) days after its publication.

This 9th day of September 2024.

 P. J. Connelly, Mayor

ATTEST:

 Valerie Shiuwegar, City Clerk

Asset #	Department Name	Year	Manufacturer	Model	Description	Replacement Vehicle	Replacement Cost	Target Replacement Date	Total Points	Recommendation
8307	SANITATION	2016	FREIGHTLINER	M2106	KNUCKLE BOOM	2025 Peterson TL-30	\$260,000.00	2021	47.86	Immediate Replacement
8334	SANITATION	2016	INTERNATIONAL	7400	KNUCKLE BOOM	2025 Peterson TL-30	\$260,000.00	2021	46.88	Immediate Replacement
10001	SANITATION	2015	AUTOCAR	ACX64	SIDE LOADER	2025 AutoCar / Labrie	\$450,000.00	2020	42.94	Immediate Replacement
8339	SANITATION	2015	AUTOCAR	ACX64	SIDE LOADER	2025 AutoCar / Labrie	\$450,000.00	2020	40.97	Immediate Replacement
						HAKO Sweeper	\$150,000.00			Additional Purchase
							\$1,570,000.00			

Sanitation Fund Cost	\$1,570,000.00
Total Spending	\$1,570,000.00



City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Approval of the Proposed 2025 Schedule of City Council Meetings

Explanation: A proposed schedule has been prepared for the City Council's consideration for the 2024 City Council meetings in accordance with Section 2-1-11 of the Greenville City Code, adjusted for City-observed holidays. Workshop meetings as approved by the City Council in February 2018 are included. Notes are provided below:

- January 20th Workshop and City Council Meeting have been omitted due to the Martin Luther King, Jr. Holiday
- Planning Session is scheduled on Friday, January 24 - Saturday, January 25, 2025
- National League of Cities Congressional City Conference - March 10-12, 2025
- North Carolina League of Municipalities Annual Vision Conference - April 29 - May 1, 2025
- Little League Softball World Series - August 3 - 10, 2025
- National League of Cities Congressional Meeting - November 19-22, 2025

A 2025 calendar has been provided with this item to facilitate making any desired adjustments to the proposed schedule.

Fiscal Note: No direct fiscal impact.

Recommendation: Review and adopt the proposed 2025 City Council Meeting Schedule.

ATTACHMENTS

- [COG-#1198022-v1-2025_Schedule_of_City_Council_Meetings.doc](#)
- [United States 2025.pdf](#)



CITY OF GREENVILLE 2025 SCHEDULE OF CITY COUNCIL MEETINGS

Meetings are held in the Council Chambers, located in City Hall, 200 W. Fifth St., Greenville NC 27858, unless otherwise noted.

January 6 – 4:00 PM (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
January 6 – 6:00 PM
January 9 – 6:00 PM
January 24– 4:00 PM (Planning Session, Gallery Room, City Hall, 200 W. Fifth St. Greenville, NC 27858)
January 25 – 8:30 AM (Planning Session Gallery Room, City Hall, 200 W. Fifth St. Greenville, NC 27858))

February 10 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
February 10– 6:00 PM
February 13 – 6:00 PM
*February 24 –6:00 PM

March 13– 6:00 PM
March 24 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
March 24 – 6:00 PM

April 7 – 4:00 PM (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
April 7 – 6:00 PM
April 10 – 6:00 PM
April 14 – 6:00 PM – (Joint City Council –GUC Meeting)

May 5 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
May 5– 6:00 PM – (Budget Presentation for City of Greenville)
May 8 – 6:00 PM – (Budget Presentation for Convention & Visitors, Sheppard Memorial Library, and GUC)
*May 19 – 6:00 PM

June 9 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
June 9 – 6:00 PM – (Budget Public Hearing)
June 12 – 6:00 PM – (Budget Adoption)
*June 23 – 6:00 PM

August 11 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
August 11 – 6:00 PM
August 14 – 6:00 PM
*August 25 – 6:00 PM (Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

September 8 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
September 8 – 6:00 PM
September 11 – 6:00 PM
September 22 – 6:00 PM – (Joint City Council – GUC Meeting)

October 6 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
October 6 – 6:00 PM
October 9 – 6:00 PM
*October 20 – 6:00 PM

November 10 – – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
November 10 – 6:00 PM
November 13 – 6:00 PM
*November 24 – 6:00 PM

December 8 – 4:00 PM (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
December 8 – 6:00 PM
December 11 – 6:00 PM
*December 22 – 6:00 PM

**Meetings scheduled per the meeting policy outlined in the City Code. The City Council may elect to hold or cancel these meetings as needed each month.*

Calendar for Year 2025 (United States)



January

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City of Greenville,
North Carolina

Meeting Date: 09/09/2024

<u>Title of Item:</u>	Budget Schedule for Fiscal Year 2025-2026
<u>Explanation:</u>	The proposed budget schedule for the Fiscal Year 2025-2026 budget is presented to City Council for approval.
<u>Fiscal Note:</u>	No fiscal impact
<u>Recommendation:</u>	Approve the attached budget schedule for fiscal year 2025-2026

ATTACHMENTS

[Budget_Schedule_2026.docx](#)

Budget and Capital Improvement Program (CIP) Schedule Fiscal Year 2025-2026 Budget

October 14, 2024	Monday	Personnel Verification changes submitted to HR New position and reclassification requests due to HR IT requests due to Information Technology
November 7, 2024	Thursday	CIP and FIP request forms due to Budget Office Recommended New Positions/Reclassifications due to Budget Office from HR Recommended Technology requests due to Budget Office from IT
November 20, 2024	Wednesday	Revenue Projections and Manual of Fees changes due to Budget Office Cost Recovery Benefits and Administration Meeting with HR
December 6, 2024	Friday	Department Mission Statement and Goals due to Budget Office Dept. budget requests and Increment/Decrement forms due to Budget Office
December 16 – 20, 2024	Monday – Friday	Department Head budget meetings with City Manager, Deputy City Manager, Assistant City Manager, and Finance Director
January 14, 2025	Tuesday	HR approved departmental Personnel Budget Preparation Worksheets submitted to Budget Office
January 17, 2025	Friday	Revenue and Expense forecast finalized by Financial Services/Budget Office
January 24 – 25, 2025	Friday – Saturday	Planning Session with Council
February 17 – 21, 2025	Monday – Friday	Follow-Up budget meetings (if needed) with Department Heads, City Manager, Deputy City Manager, Assistant City Manager, and Finance Director
April 10, 2025	Thursday	City Council preview of Proposed City Budget
April 25, 2025	Friday	Proposed GUC, SML, and CVA budgets due to Budget Office
May 5, 2025	Monday	Proposed City budget presented to City Council
May 8, 2025	Thursday	Proposed GUC, SML and CVA budgets presented to City Council
May 22, 2025	Thursday	Public Display of balanced budgets prior to Public Hearing
June 9, 2025	Monday	Public Hearing – Fiscal Year 2025-2026 Budget
June 12, 2025	Thursday	Consideration of adoption of the Fiscal Year 2025-2026 Budget



City of Greenville, North Carolina

Meeting Date: 09/09/2024

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

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

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

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Green Eggs and Ham Properties LLC	Registered Motor Vehicle	697.08
King, Mark Wayne	Registered Motor Vehicle	573.30
Evans, Lynn Watson	Registered Motor Vehicle	468.62
Owens, Benjamin Patrick	Registered Motor Vehicle	433.22
Nease Personnel Services Inc	Registered Motor Vehicle	417.84
Jackson, Jason Lewis	Registered Motor Vehicle	413.62
Burgess, Darren Lamont	Registered Motor Vehicle	356.24
Elbert, Travis Gustafson	Registered Motor Vehicle	353.32
Ponsones, Gabriel Rocafort	Registered Motor Vehicle	331.83
Llanza, Mark Joseph Alciba	Registered Motor Vehicle	322.30
Wac Croperation of Greenville	Registered Motor Vehicle	293.41
Brady, Deborah Geralyn	Registered Motor Vehicle	282.02
Maxine, White	Registered Motor Vehicle	276.65
Ouyang, Meiqin	Registered Motor Vehicle	275.44
Edmundson, Sandy Sanderson	Registered Motor Vehicle	266.69
Patel, Raj Vinod	Registered Motor Vehicle	256.40

Nguyen, Nhan Toan	Registered Motor Vehicle	238.82
J A Roberson Inc	Registered Motor Vehicle	213.82
Lee, Richard Gary	Registered Motor Vehicle	206.02
Hardee, Justin Wayne	Registered Motor Vehicle	190.72
Nobles, Wanda Stewart	Registered Motor Vehicle	190.40
Brantley, Haywood Preston	Registered Motor Vehicle	189.79
Alzer, Farah Aref	Registered Motor Vehicle	187.20
Weber, Kevin Michael	Registered Motor Vehicle	182.63
Harrington, Marion Rayde	Registered Motor Vehicle	179.85
Jordan, Thomas Leon	Registered Motor Vehicle	178.27
James, Sherri Campbell	Registered Motor Vehicle	159.98
Wilder, Joshua Walton	Registered Motor Vehicle	157.43
Piland, Jaynie Elizabeth	Registered Motor Vehicle	156.86
Kieffer, Cassidy Rae	Registered Motor Vehicle	144.88
Garris, Trudy Beth Oakley	Registered Motor Vehicle	127.83
Shue, Austin Lee	Registered Motor Vehicle	122.31
Clark, Walton Wade	Registered Motor Vehicle	117.44
Wilson Rhodes Electrical Contractors Inc	Registered Motor Vehicle	115.48
Shook, Soctt Montgomery-Webb	Registered Motor Vehicle	109.09
Whitaker, Bobby Gene	Registered Motor Vehicle	108.28
Griffin, Jerry	Registered Motor Vehicle	104.84
Cobb, Rahcel Elizabeth	Registered Motor Vehicle	100.49
Greentree Village	Business Personal Property	2,652.38
Follin, Susan D	Individual Property Taxes	733.57
Estrada, Francisco Belazquez	Individual Property Taxes	459.96
Yatzor, Connie	Individual Property Taxes	365.61

Fiscal Note: The total amount refunded is \$13,711.93

Recommendation: Approval of taxes refunded by City Council



City of Greenville,
North Carolina

Meeting Date: 09/09/2024

Title of Item: Town Common Bulkhead and Esplanade Project Update

Explanation: The existing bulkhead at the Town Common is approximately 57 years old and has reached the end of its serviceable life. The bulkhead is a critical piece of infrastructure that protects the Town Common from erosion and flooding from the Tar River.

In August 2022, City staff contracted with Moffatt & Nichol to design a new bulkhead and esplanade. Once Task Order #1 was completed, City staff contracted with Moffatt & Nichol in June 2023 on Task Order #2, which included completion of construction documents and required permitting for the project. Task Order #2 is currently at the 60% Construction Document stage, and design is scheduled to be completed later this year, providing the ability to solicit bids for construction in early 2025.

Moffatt & Nichol will present information on the status of design, provide an overview of the proposed construction timeline, and review other project details.

Fiscal Note: No fiscal impact at this time.

Recommendation: Receive a presentation on the current status of design for the Town Common Bulkhead and Esplanade Project.



City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Resolution to Enter into an Interlocal Agreement with Pitt County for the Sale of 2815 E. Tenth Street (Parcel No. 29072) and 0 E. Fifth Street (Parcel No. 29310)

Explanation: The City of Greenville (City) and Pitt County (County) each own portions of property located at 2815 E. Tenth Street, Greenville, NC, 27858, Parcel Number 29072, and 0 E. Fifth Street, Greenville, NC 27858, Parcel Number 29310, and all structures thereon ("Property").

The entire Property consists of about +/- 2.0453 acres, is zoned commercial (CG), and has a tax value of \$1,839,046. An independent appraisal dated May 3, 2024, established a fair market value of \$2,865,500; however, this amount is subject to a survey, asbestos removal, and environmental assessments, which may require removal of hazardous materials. Additionally, the appraisal estimated the costs to demolish and remove buildings and site improvements to be \$150,000.

In 1937, the City acquired several portions of the Property as a sole owner, and in 1950, the City and County jointly purchased an additional portion with the intent of leasing the Property to the State of North Carolina-Department of Motor Vehicles and the State Highway Patrol for development of a State Highway Patrol site.

On March 21, 1950, the Property was ultimately leased to the State of North Carolina, and around 1953, the State of North Carolina developed structures, buildings and additions on the site. The lease was recorded with the Pitt County Register of Deeds, and it was intended for the lease to remain for ninety-nine (99) consecutive years; however, the State of North Carolina discontinued its use of the Property about three years ago and on April 20, 2023, the lease was officially terminated by the City, County, and State.

Since that time, the County and City have each performed various activities to prepare the Property for sale, including:

- Conducting an appraisal.
- Initial evaluation of environmental concerns.
- Conducting an initial title search.
- Conducting a survey to produce a map reflecting the boundaries of the site.

As a result of these activities, it is estimated that the City owns 83% and the

County owns 17% of the Property. The purchase and sales agreement will permit the prospective purchaser to perform additional environmental testing and a complete title search during the due diligence period.

The City and County do not have a use for the Property, and the buildings and site improvements are in relatively poor condition and are at or near the end of their useful lives. The appraisal reflects that the primary value is in the land and the highest and best use is redevelopment. The sale of the Property will allow for it to go back on the tax roll and create an opportunity for redevelopment.

To move forward with the sale, the County and City are proposing to enter into an interlocal agreement under §160A-461 that will allow the City to solely administer the process for the sale of the Property.

Material terms for the interlocal agreement, include:

- The initial term for the interlocal agreement is two years, unless earlier terminated, and includes an automatic renewal.
- The City will have administration and oversight to facilitate the sale of the Property
 - Choosing a method in the best interest of both parties – upset bid
 - Establishing a starting bid price
 - Advertising the property for sale
- Proceeds from the sale, less expenses incurred to sell the Property, will be disbursed between the City and the County based on ownership interest.

Fiscal Note:

There is no cost to the City to enter into the Interlocal Agreement with the County. Upon the sale of the Property, proceeds remaining after the deduction of all expenses incurred by the City and the County to sell the Property will be disbursed between the City and the County based on ownership interest.

Recommendation:

City Council approve the resolution and interlocal agreement between the City and County authorizing the City to facilitate the sale of Property located at 2815 E. Tenth Street (Parcel No. 29072) and 0 E. Fifth Street (Parcel No. 29310).

ATTACHMENTS

- [RESOLUTION FOR INTERLOCAL AGREEMENT WITH PITT COUNTY FOR SALE OF PROPERTY.DOCX](#)
- [INTERLOCAL AGREEMENT WITH PITT COUNTY FOR THE SALE OF PROPERTY.DOCX](#)
- [Boundary Map for Sale of 2815 E. Tenth Street and 0 E. Fifth Street.pdf](#)
- [Recombination Map for Sale of 2815 E. Tenth Street and 0 E. Fifth Street.pdf](#)

RESOLUTION NO. ____-24

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE APPROVING AN INTERLOCAL AGREEMENT WITH THE COUNTY OF PITT RELATING TO THE SALE OF PROPERTY LOCATED AT 2815 E. TENTH STREET AND 0 E. FIFTH STREET

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

WHEREAS, the City and County each own portions of property located at 2815 E. Tenth Street, Greenville, NC, 27858, Parcel Number 29072, Parcel Identification Number 4697381740 and 0 E. Fifth Street, Greenville, NC 27858, Parcel Number 29310, Parcel Identification Number 4697380888, and all structures, buildings and additions thereon (Property); and

WHEREAS, the City and County have agreed to cooperate with each other in order for the City to take the lead on facilitating the sale of the Property; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the Interlocal Agreement by and between the City of Greenville and County of Pitt be and is hereby approved, said Agreement relating to the City of Greenville facilitating the sale of the Property as described herein, portions owned by each, the City and the County.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor, City Manager or their designee are authorized, empowered and directed to do any and all acts and to execute any and all documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution. In addition, the City Manager or City Attorney is authorized to make any non-substantive or clerical revisions to the Agreement referenced above.

This the _____ day of September, 2024.

PJ Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**STATE OF NORTH CAROLINA
PITT COUNTY**

**INTERLOCAL AGREEMENT
For Sale of Property – 2815
E. Tenth Street, Parcel No.
29072 and 0 E. Fifth Street,
Parcel No. 29310**

This AGREEMENT made and entered into this ___ day of _____, 2024, by and between the **CITY OF GREENVILLE, NC**, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter called the “**CITY**”), and **PITT COUNTY**, a body, politic and political subdivision of the State of North Carolina (hereinafter called the “**COUNTY**”). The **CITY** and **COUNTY** are each a “party” to this Agreement and the two of them are the “parties” to this Agreement.

WITNESSETH

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the “Interlocal Act”), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS, the **CITY** and **COUNTY** each own portions of property located at 2815 E. Tenth Street, Greenville, NC, 27858, Parcel Number 29072, Parcel Identification Number 4697381740 and 0 E. Fifth Street, Greenville, NC 27858, Parcel Number 29310, Parcel Identification Number 4697380888, and all structures, buildings and additions thereon (hereinafter called “Property”); and

WHEREAS, the **CITY** and **COUNTY** desire to enter into a mutually advantageous agreement whereby the **CITY** will provide administration and oversight for the sale of the Property; and

WHEREAS, the **CITY**, through its staff or other agents, is willing and able to furnish such services based on the terms and conditions outlined in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**ARTICLE I
RECITALS AND PURPOSE**

1) RECITALS

The recitals are incorporated into this Agreement.

2) PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the **COUNTY** is giving the **CITY** authority to facilitate the sale of the Property identified herein.

**ARTICLE II
TERM AND TERMINATION**

3) TERM AND RENEWAL OF THE AGREEMENT

- a) The initial term of this Agreement shall be effective upon its execution by both Parties and shall continue for 2 years unless terminated in writing as required herein by either party before 2 years.
- b) Following completion of the initial term, this Agreement shall automatically be renewed for one year, unless either party notifies the other of its intention to withdraw or the transactions contemplated herein are final. Such notice shall be in writing, mailed or delivered to the other party no later than thirty (30) days prior to _____, 2026 and the withdrawal shall become effective _____, 2026 unless otherwise agreed to by COUNTY and CITY.
- c) Either party may terminate this Agreement at any time and for any reason by providing at least thirty (30) days prior written notice, mailed and delivered to the other party. If the City exercises its power to terminate this contract, that power may be exercised by City Manager or designee without City Council action.

**ARTICLE III
PERFORMANCE, ROLES AND RESPONSIBILITIES**

4) ROLES AND RESPONSIBILITIES

The **CITY** will perform the following activities:

- a) Provide administration and oversight for the sale of the Property.
- b) Administer and perform activities as may be necessary, including but not limited to, establishing the starting bid price, advertising the Property for sale, collecting deposits, to facilitate the sale of the Property by any allowable method under the North Carolina General Statutes that is in the best interest of the CITY and COUNTY.
- c) The Property shall be sold “as is” and the CITY agrees to maintain the Property in its current condition, subject to the ordinary wear and tear, from the time this Agreement comes into effect until the closing date or this Agreement is terminated as provided herein, whichever comes first.
- d) The CITY, in its sole discretion, shall have the power and authority to select, hire, discharge, schedule, contract with and assign individuals or entities completely under the CITY’s control and supervision to perform the CITY’s duties under this Agreement.
- e) Individuals or entities selected to perform activities on behalf of the CITY for the transaction contemplated herein shall be subject to all applicable laws, rules, regulations and practices of the CITY except as such policies or practices that may have to be modified to comply with the terms and conditions of this Agreement.

The **COUNTY** will perform the following activities:

- a) Seek approval, as may be required, from time to time from its governing body or their designee(s) to assist the CITY with facilitating the sale of the Property.

- b) Provide information and execute documents, e.g., deed, purchase and sales contract, as may be requested from time to time for the CITY to facilitate the sale of the Property.

5) PARTIES' PERCENTAGE OF INTEREST IN PROPERTY

- a) The parties agree that each party has the following interest in the Property:
 - **CITY:** 83%
 - **COUNTY:** 17%
- b) Should additional information become available during the City's facilitation of selling the Property that contradicts the parties' agreed upon percentages of interest in the Property, the parties will reevaluate and if necessary, adjust the percentages based on the information available.
- c) The City Manager, on behalf of the City, upon receipt of reliable additional information that justifies a revision of the above percentages of interest in the Property, may agree to adjust the percentages herein without City Council action. Similarly, the County Manager, on behalf of the County, upon receipt of reliable additional information that justifies a revision of the above percentages of interest in the Property, may agree to adjust the percentages herein without Board of Commissioners' action.

6) DISBURSEMENT OF PROCEEDS FROM THE SALE OF THE PROPERTY

- a) Upon finalizing the sale of the Property, up to and including the recording of the deed at the Pitt County Register of Deeds, the CITY shall provide an accounting to the COUNTY that reflects the following:
 - The total amount of proceeds from the sale of the Property.
 - The total amount of expenses incurred to achieve the sale of the Property, supported by invoices.
 - The total amount of proceeds remaining after deducting the expenses.
 - The total amount of proceeds to be distributed to each the CITY and COUNTY based on each party's respective and agreed upon interest in the Property.
- b) Disbursements shall be made available to the parties within _____ days of receipt of funds from the purchaser and the recording of the deed with the Pitt County Register of Deeds.

**ARTICLE IV
OTHER PROVISIONS**

7) INSURANCE

Each party shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

- a) Comprehensive general liability, including but not limited to premises, personal injuries, products and completed operations for combined single limit of not less than \$1,000,000 per occurrence.

- b) Comprehensive automobile liability, including but not limited to property damage, bodily injury and personal injuries for combined single limit of not less than \$1,000,000 per occurrence. Workers' Compensation covering statutory requirements of the State of North Carolina and Employer's Liability of not less than \$100,000 per occurrence.

8) INDEMNIFICATION

Neither party agrees to indemnify or hold harmless the other party. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties it is the intent of both parties to cooperate in the defense of said claim. However, either party shall have the right to take any and all actions they believe necessary to protect their interest arising out of the performance or nonperformance of this Agreement. This provision shall survive the termination of this Agreement. Notwithstanding the above, neither party waives its governmental immunity, or any other immunity granted by law and all parties reserve the same unto themselves.

9) NOTICES

All notices, demands or requests required or permitted to be given pursuant to this Interlocal Agreement shall be given in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid, sent to the respective address as follows:

As to the County: County Manager
Pitt County
1717 W. 5th Street
Greenville, NC 27834

With copy to: County Attorney

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

With copy to: City Attorney

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

10) REPRESENTATIONS AND WARRANTIES

- a) Each party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution of each party's governing board spread upon its minutes. This Agreement is a valid and binding obligation of each party.
- b) Neither the execution and delivery of this Agreement, nor the fulfillment of or

compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound or constitutes a default under any of the foregoing.

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

11) GENERAL PROVISIONS

- a) Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- b) Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.
- c) Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- d) Compliance with Applicable Law. The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement.
- e) Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- f) Governing Law and Forum. This Agreement shall be governed by and interpreted under the laws of the State of North Carolina. The sole and exclusive venue for any action pertaining to this Agreement shall be the general court of justice in Pitt County, North Carolina.
- g) Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the parties shall be subject to and decided exclusively by the appropriate general court of justice of Pitt County, North Carolina
- h) Construction of Agreement. The parties agree that each party has fully participated in their review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- i) E-Verify. The Applicant will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if the Applicant utilizes a

contractor, the Applicant will require the contractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

- j) Iran-Divestment Act Certification. The parties hereby certifies that they are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The County shall not utilize in the performance of this Agreement any subcontractor that is identified on the Iran Final Divestment List.
- k) Severability. If any provision of this Agreement shall be determined to be unenforceable, such unenforceability shall not affect any other provision of this Agreement.
- l) Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- m) Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a party's police powers or regulatory authority.
- n) Title VI Non-Discrimination. The parties, its assignees and successors in interest certifies that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities and does not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.
- o) No Third-Party Beneficiaries. The parties do not intend for this Agreement to grant any rights to any third parties, and this Agreement shall not be deemed to grant any rights to any third parties.
- p) Counterparts; Facsimiles and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.
- q) Relationship of Parties. Each party shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each party shall maintain control over its personnel and any employment rights of personnel assigned under this Agreement shall not be abridged. Further, each party agrees to assume the liability for its own acts or omissions, or the acts or omissions or their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
- r) Counterparts. This Agreement may be executed in three counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- s) Entire Agreement. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties as of the effective date hereof.

[Signatures on Following Page(s)]

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

CITY OF GREENVILLE

COUNTY OF PITT

By: _____
Michael W. Cowin, City Manager

By: _____
Janis Gallagher, County Manager

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant City Attorney)

PRE-AUDIT CERTIFICATION:

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

BY: _____ **DATE:** _____
Jacob Joyner, Director of Financial Services

APPROVED AS TO FORM:

BY: _____
County Attorney or Designee

PRE-AUDIT CERTIFICATION:

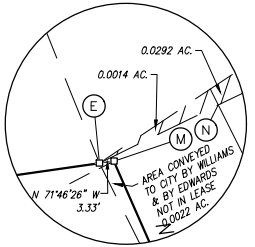
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: _____ **DATE:** _____

Notes

- THIS IS A LEASEHOLD SURVEY TO SHOW THE AREA LEASED TO THE STATE OF NORTH CAROLINA BY THE CITY OF GREENVILLE PER D.B. 0-25, PG. 630 UPON PARCEL 29210. A PORTION OF PARCEL 29072. AND A PORTION OF THE AREA SHOWN ON TAX MAPS AS A PART OF THE RIGHT OF WAY OF GREEN SPRINGS DR., NO RIGHT OF WAY DEDICATION DOCUMENTS FOUND FOR GREEN SPRINGS DR., THE PORTION OF GREEN SPRINGS DR. SHOWN HEREON IS A PART OF THE PROPERTY DESCRIBED IN D.B. X-21, PG. 383-384.
- AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 3720469700K DATED 07-07-2014 A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA (ZONE AE) AND A PORTION OF THIS PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA (IN UNSHADED ZONE X)
- LINE A-B AS MAPPED HEREON IS BASED ON M.B. 15, PG. 13 AND D.B. 0-25, PG. 630
- INES FROM C-D-E-F-A ARE BASED ON THE DESCRIPTION SET FORTH IN D.B. X-21, P. 383-384 FROM NORA HEATH AND DR. L. C. SKINNER TO TOWN OF GREENVILLE
- INES FROM C-D-E-C ARE BASED ON THE DESCRIPTION SET FORTH IN D.B. X-21, P. 383 FROM I. N. AND J.R. WILLIAMS ET AL TO TOWN OF GREENVILLE; POINT G CALCULATED HONORING THE TIE DISTANCE OF 53" IN SAID DEED
- INES FROM H-I-E-K-H ARE BASED ON THE DESCRIPTION SET FORTH IN D.B. 0-25, PG. 496 FROM NANNIE WILLIAMS (WIDOW) ET AL TO COUNTY OF PITT & CITY OF GREENVILLE
- INES FROM I-M-E-F-A-B-C ARE LEASE LINES AS DESCRIBED IN D.B. 0-25, PG. 630; THE REMAINING LEASE LINE BOUNDARIES RUN FROM POINT C WITH THE WEST RIGHT OF WAY LINE OF FIFTH ST. AND THE NORTH RIGHT OF WAY LINE OF TENTH ST. BACK TO POINT L AS MAPPED HEREON PER SAID D.B. 0-25, PG. 630
- NO SOURCE OF TITLE DEEDS FOUND FOR THAT AREA LYING BETWEEN LINE E-F AND THE NORTH LINES OF LOTS 22-27, BLOCK B OF WOODCREST SUBDIVISION (0.0631 AC)
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A FULL TITLE EXAMINATION REPORT; HOWEVER, A TITLE OPINION PREPARED BY CORDELL AVERY WAS UTILIZED DURING THE PREPARATION OF THIS MAP
- CITY OF GREENVILLE ZONING: CG
- THE LOCATION OF IMPROVEMENTS TO THE PROPERTY IS NOT A PART OF THIS SURVEY; SOME FENCE LOCATIONS ARE SHOWN FOR CLARITY

CITY OF GREENVILLE
D.B. X-21 & P. 383-384
(GREEN SPRINGS PARK)



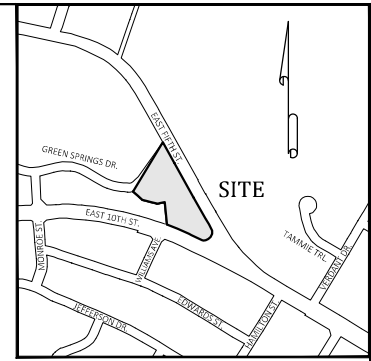
PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

Legend

- EXISTING IRON PIPE (UNLESS OTHERWISE NOTED)
- IRON PIPE SET
- ⊖ EXISTING IRON AXLE
- ⊕ EXISTING IRON BAR
- △ EXISTING R/W MONUMENT
- ⊥ RAILROAD SPIKE SET
- PP POWER POLE
- EIPC ○ EXISTING IRON PIPE IN CONCRETE
- OHE OVERHEAD ELECTRICAL
- B/C BACK OF CURB
- E/P EDGE OF PAVEMENT
- R/W RIGHT OF WAY
- PROPERTY LINE
- LEASE LINE
- CHAINLINK FENCE WITH BARB WIRE

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

TOTAL LEASE AREA:
2.0453 AC.



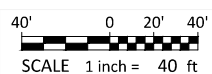
References

- D.B. X-21, P. 383
- D.B. X-21, P. 383-384
- D.B. 0-25, P. 495
- D.B. 0-25, P. 496
- D.B. 0-25, P. 622-623
- D.R. Q-35, P. 455
- D.R. Q-35, P. 458
- D.R. 0-25, P. 630
- M.B. 3, P. 342
- M.B. 9, P. 107
- M.B. 13, P. 79
- M.B. 15, P. 13
- R/W BOOK 1, P. 12-14
- PITT COUNTY REGISTRY

CURVE TABLE					
Curve #	Radius	Delta	Length	Chd Direction	Chd Length
C1	1844.34'	00°01'13"	0.66'	N 61°28'23" W	0.66'
C2	1844.34'	01°03'20"	33.97'	N 62°00'41" W	33.97'
C3	1844.34'	00°08'45"	4.69'	N 62°36'43" W	4.69'
C4	1844.34'	00°50'57"	27.34'	N 63°06'34" W	27.34'

LEASEHOLD SURVEY FOR
COUNTY OF PITT
AND
CITY OF GREENVILLE
OF THE PROPERTY LEASED TO
THE STATE OF NORTH CAROLINA
DEED BOOK X-21, PAGE 383
DEED BOOK X-21, PAGE 383-384
DEED BOOK 0-25, PAGE 630 & DEED BOOK 0-25, PAGE 622
DEED BOOK 0-25, PAGE 496 & DEED BOOK 0-25 PAGE 495
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES



Spruill & Associates Inc.
2747 East Tenth Street
Greenville, North Carolina 27858
(852) 787-1200
spruill@coastalnet.com

SURVEYED: ZRM APPROVED: SNS
DRAWN: BMP DATE: 08-21-2024
CHECKED: JMW SCALE: 1"=40'

0.0039 AC.
LEASE AREA WITHIN A
PORTION OF LOT 27 CONVEYED
BY EDWARDS TO CITY
(LINES P-J-L-P)

0.1006 AC.
LEASE AREA IN OLD
ROAD WITHIN OVERLAP
AREA CONVEYED TO CITY
BY EDWARDS AND TO CITY
& COUNTY BY NANNIE WILLIAMS
(LINES J-P-M-E-N-O-J)

STATE OF NORTH CAROLINA, PITT COUNTY

I, STEPHEN N. SPRUILL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION THAT THE RATIO OF PRECISION AS CALCULATED IS 1" = 245.815'; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY HAND AND SEAL THIS DAY OF AUGUST, 2024.

I FURTHER CERTIFY THAT THIS IS A LEASEHOLD SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET

STEPHEN N. SPRUILL

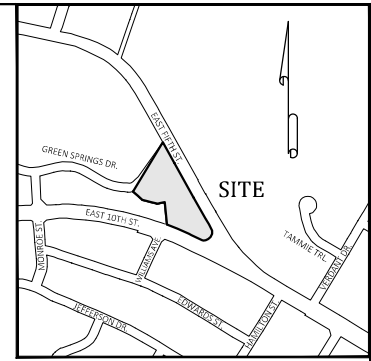
L-2723

Notes

- THIS IS A RECOMBINATION SURVEY OF PITT COUNTY PARCELS 29072, 29310, & A PORTION OF 28964
- AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 3720469700K DATED 07-07-2014, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA; PROPERTY IS IN ZONE X UNSHADED
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A FULL TITLE EXAMINATION REPORT; HOWEVER, A TITLE OPINION PREPARED BY CORDELL AVERY WAS UTILIZED DURING THE PREPARATION OF THIS MAP
- CITY OF GREENVILLE ZONING: CG
- THE LOCATION OF IMPROVEMENTS TO THE PROPERTY IS NOT A PART OF THIS SURVEY
- NO RIGHT OF WAY DEDICATION DOCUMENT FOUND FOR GREEN SPRINGS DRIVE (FORMERLY PARK DRIVE)
- NO SOURCE OF TITLE DOCUMENTS FOUND FOR THAT AREA LYING BETWEEN LINE A-B AND THE NORTH LINES OF LOTS 22-27, BLOCK B OF WOODCREST SUBDIVISION EXCEPT THAT PORTION OF THE 20' STRIP OF LAND WITHDRAWN FROM DEDICATION LYING THEREIN

Legend

- NO POINT SET
- EXISTING IRON PIPE (UNLESS OTHERWISE NOTED)
- EA ● IRON PIPE SET
- EXISTING IRON AXLE
- ⊙ EXISTING IRON BAR
- △ EXISTING R/W MONUMENT
- ▲ RAILROAD SPIKE SET
- PP POWER POLE
- EXISTING IRON PIPE IN CONCRETE
- O/E — OVERHEAD ELECTRICAL
- B/C — BACK OF CURB
- E/P — EDGE OF PAVEMENT
- R/W — RIGHT OF WAY
- P/L — PROPERTY LINE



Vicinity Map
SCALE: 1" = 1,000'

References

- D.B. X-21, P. 383
- D.B. X-21, P. 383-384
- D.B. O-25, P. 495
- D.B. O-25, P. 496
- D.B. O-25, P. 622-623
- D.B. Q-35, P. 455
- D.B. Q-35, P. 458
- D.B. O-25, P. 630
- M.B. 3, P. 342
- M.B. 9, P. 107
- M.B. 13, P. 79
- M.B. 15, P. 13
- R/W BOOK 1, P. 12-14
- PITT COUNTY REGISTRY

REVIEW OFFICER'S CERTIFICATION
I, MALCOLM JOHNSON, A REVIEW OFFICER OF PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

BY: _____ REVIEW OFFICER
DATE: _____

PARCEL 28964
CITY OF GREENVILLE
D.B. X-21 & P. 383-384
(GREEN SPRINGS PARK)

NEW RECOMBINED AREA
1.9670 AC.

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

TENTH STREET ~ NCSR 1598
R/W BOOK 1, P. 12-14; PROJECT NO. 8.8022034
(VARIABLE PUBLIC R/W ~ B/B VARIES)

STATE OF NORTH CAROLINA, PITT COUNTY

I, STEPHEN N. SPRULL, CERTIFY THAT THIS MAP OR PLAT IS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION THAT THE RATIO OF PRECISION AS CALCULATED IS 1:245,815; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY HAND AND SEAL THIS ____ DAY OF AUGUST, 2024.

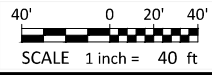
I FURTHER CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY SUCH AS A RECOMBINATION SURVEY AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION IN THE CITY OF GREENVILLE PER G.S. 1600-802(1)

D:\MARK DROPBOX\01 - PROJECTS\ACTIVE\PITT COUNTY\24036.S - HIGHWAY PATROL STATION - DING\03 - FINAL\C-1019_RECOMBINATION - SURVEY.DWG, Layout1, Deante Bobbitt, Fri, Aug 23, 2024 @ 10:42 AM

RECOMBINATION SURVEY FOR
COUNTY OF PITT
AND
CITY OF GREENVILLE
DEED BOOK O-25, PAGE 622
DEED BOOK X-21, PAGE 383
DEED BOOK X-21, PAGE 383-384
DEED BOOK O-25, PAGE 496
DEED BOOK O-25, PAGE 495
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

Spruill & Associates Inc.
2747 East Tenth Street
Greenville, North Carolina 27858
(853) 787-1200
spruill@coastalnet.com

SURVEYED: JRM	APPROVED: SNS
DRAWN: BMP	DATE: 08-21-2024
CHECKED: JDM	SCALE: 1"=40'



AREA BETWEEN THE EAST LINE OF LOT 27 AND THE CENTER OF THE OLD ROAD CONVEYED TO CITY OF GREENVILLE BY THE DEED FROM HENRY EDWARDS, ET UX AND BY THE DEED FROM NANNIE WILLIAMS, ET AL

I, MALCOLM JOHNSON, THE CITY PLANNER OF GREENVILLE, NC, CERTIFY THIS MAP OR PLAT IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION AND EXCEEDS THE MINIMUM LAND DEVELOPMENT REGULATIONS OF THE CITY OF GREENVILLE. THIS PLAT IS APPROVED FOR RECORDATION.

CITY PLANNER _____ DATE _____

STEPHEN N. SPRULL _____ L-272



City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Resolution Declaring Property Located at 2815 E. Tenth Street (Parcel No. 29072) and 0 E. Fifth Street (Parcel No. 29310) as Surplus to the Needs of the City of Greenville and Authorizing its Disposition Using the Upset Bid Process

Explanation: The City of Greenville (City) and Pitt County (County) each own portions of property located at 2815 E. Tenth Street, Greenville, NC, 27858, Parcel Number 29072, and 0 E. Fifth Street, Greenville, NC 27858, Parcel Number 29310, and all structures, buildings and additions thereon (“Property”).

The entire Property consists of about +/- 2.0453 acres, is zoned commercial (CG), and has a tax value of \$1,839,046. An independent appraisal dated May 3, 2024, established a fair market value of \$2,865,500; however, this amount is subject to a survey, asbestos removal, and environmental assessments, which may require removal of hazardous materials. Additionally, the appraisal estimated the costs to demolish and remove buildings and site improvements to be \$150,000.

In 1937, the City acquired several portions of the Property as a sole owner, and in 1950, the City and County jointly purchased an additional portion with the intent of leasing the Property to the State of North Carolina-Department of Motor Vehicles and the State Highway Patrol for development of a State Highway Patrol site.

On March 21, 1950, the Property was ultimately leased to the State of North Carolina, and around 1953, the State of North Carolina developed structures, buildings and additions on the site. The lease was recorded with the Pitt County Register of Deeds, and it was intended for the lease to remain for ninety-nine (99) consecutive years; however, the State of North Carolina discontinued its use of the Property about three (3) years ago, and on April 20, 2023, the lease was officially terminated by the City, County, and State.

Since that time, the County and City have each performed various activities to prepare the Property for sale, including:

- Conducting an appraisal.
- Initial evaluation of environmental concerns.
- Conducting an initial title search.
- Conducting a survey to produce a map reflecting the boundaries of the site.

As a result of these activities, it is estimated that the City owns 83% and the County owns 17% of the Property. The purchase and sales agreement will permit the prospective purchaser to perform additional environmental testing and a complete title search during the due diligence period.

The City and County do not have a use for the Property, and it has been deemed to be surplus. Additionally, the buildings and site improvements are in relatively poor condition and are at or near the end of their useful lives. Further, the appraisal reflects that the primary value is in the land and the highest and best use for redevelopment. The sale of the Property will allow for it to go back on the tax roll and create an opportunity for redevelopment.

To move forward with the sale, the County and City have been authorized to enter into an interlocal agreement under North Carolina General Statute (NCGS) §160A-461 that will allow the City to solely administer the process for the sale of the Property. At the time of sale, proceeds remaining after deduction of all expenses incurred by the City and County to sell the Property will be disbursed between the City and the County based on ownership interest.

The City is proposing to use the statutory upset bid process authorized under NCGS §160A-269. The following are the steps to be taken as part of the upset bid process based on NCGS §160A-269:

- Council would authorize by resolution the solicitation for the sale of the Property through the upset bid procedure of NCGS §160A-269 at a minimum price of \$1,923,635.
- The City shall cause a notice of the proposed solicitation for the sale to be published. The notice shall describe the property, the minimum price, terms under which the offer may be submitted, and shall state that the City will accept bids for a thirty (30) day period from the date of the approval of the resolution by City Council.
- Persons or entities wishing to submit an offer shall submit a sealed bid to the City Clerk by the date included in the published notice of sale. At the conclusion of the thirty (30) day period, the City Clerk shall open the bids, if any, and the highest such bid equal to or above the minimum sale price will become the qualifying higher bid offer. If there is more than one bid in the highest amount, the first such bid received will become the qualifying higher bid offer. If no bid is received, the City Manager or designee shall be authorized to resolicit for the sale of the property through published notice for a period of thirty (30) days beginning at the end of the previous thirty (30) day period.
- The City Clerk shall cause notice of the highest bid received to be published. Persons or entities wishing to upset the offer that has been received shall submit a sealed bid to the City Clerk within ten (10) days after the notice is published. At the conclusion of the ten (10) day period, the City Clerk shall review all bids received, if any, and the highest such bid will become the new offer if it is an upset bid made in an amount in

compliance with NCGS §160A-269. If there are two bids that are the same in the highest amount, the first such bid received will become the new offer.

- Each time a qualifying higher bid offer is received, a new notice of upset bid shall be published by the City Clerk and shall continue to do so until a ten (10) day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to City Council.
- A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
- A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

The following are the terms of sale:

- The City Council must approval the final high offer before the sale is closed, which it may do within thirty (30) days after the final upset bid period has passed.
- The buyer must pay cash at the time of closing.
- The conveyance of the property will be by a Limited Warranty Deed for the Property in fee simple, with the warranties limited to the terms of the City and County's ownership of the Property.
- Title will be conveyed subject to restrictive covenants, easements and right-of-way of public record, noncompliance with local, county, state or federal government laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the Property, if any, and to all matters and things which a current accurate survey may reveal or disclose.
- The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

Attached is a resolution for Council consideration authorizing the sale of the Property by upset bid method.

Fiscal Note:

The Property has a tax value of \$1,839,046 and an appraised value of \$2,865,500.

The appraised value is subject to a survey, asbestos removal, and environmental assessments, which may require the removal of hazardous materials. Additionally, the appraisal estimated the costs to remove buildings and site improvements that are in relatively poor condition and are at or near the end of their useful lives to be \$150,000.

As a result, the minimum established sales price is \$1,923,635.

Proceeds remaining after deduction of all expenses incurred by the City and County to sell the Property will be disbursed between the City and the County based on ownership interest.

Recommendation: Approve the resolution declaring 2815 E. Tenth Street (Parcel No. 29072) and 0 E. Fifth Street (Parcel No. 29310) to be surplus to the needs of the City and authorize a future sale of the Property by the upset bid process in accordance with Chapter 160A of the General Statutes of North Carolina, including any associated documentation necessary to consummate the transaction.

ATTACHMENTS

- RESOLUTION AUTHORIZING THE SALE OF PROPERTY - UPSET BID - 2815 E TENTH AND 0 E FIFTH STREET.DOCX**
- Boundary Map for Sale of 2815 E. Tenth Street and 0 E. Fifth Street.pdf**
- Recombination Map for Sale of 2815 E. Tenth Street and 0 E. Fifth Street.pdf**

RESOLUTION NO. ____-24

RESOLUTION DECLARING THE PROPERTY LOCATED AT 2815 E. TENTH STREET AND 0 E. FIFTH STREET AS SURPLUS AND AUTHORIZING ITS DISPOSITION BY THE UPSET BID METHOD

WHEREAS, the City of Greenville (City) and Pitt County (County) each own portions of +/- 2.0453 acres of commercial property located at 2815 E. Tenth Street, Greenville, NC, 27858, Parcel Number 29072 and 0 E. Fifth Street, Greenville, NC 27858, Parcel Number 29310, and all structures, buildings and additions thereon (Property); and

WHEREAS, in 1950, the City and County leased the Property to the State of North Carolina – Department of Motor Vehicles and State Highway Patrol, and on April 20, 2023, the lease was terminated by the City, County and the State; and

WHEREAS, the survey attached hereto as Attachment A identifies the Property to be sold; and

WHEREAS, the City and County do not have a use for the Property, and have agreed to cooperate with each other in order for the City to take the lead on facilitating the sale of the Property and will enter into an interlocal agreement for same; and

WHEREAS, North Carolina General Statute §160A-269 authorizes the City to solicit the sale of the Property by upset bid; and

WHEREAS, the City and County do not have a use for the Property, and have agreed to cooperate with each other in order for the City to take the lead on facilitating the sale of the Property and will enter into an interlocal agreement for same, and both the City and County desire to use the upset bid process; and

WHEREAS, the City hereby wishes to solicit the sale of the Property, as identified in Attachment A, and the City and County desire to use the upset bid process; and

WHEREAS, the City has established a fair market value of the Property, based on an independent appraisal dated May 3, 2024, of \$1,923,635, as the market value established in the independent survey was subject to a survey, asbestos removal and environmental considerations, which may require the removal of hazardous materials.

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

1. The City Council hereby deems the said Property to be surplus to the needs of the City and authorizes such Property to be sold by the upset bid process in accordance with Chapter 160A of the General Statutes of North Carolina, at a minimum price of \$1,923,635.
2. The City shall cause a notice of the proposed solicitation for the sale to be published. The notice shall describe the property, the minimum price, terms under which the offer may be submitted, and shall state that the City will accept bids for a thirty-day period from the date of the approval of the resolution by City Council.

3. Persons or entities wishing to submit an offer shall submit a sealed bid to the City Clerk by the date included in the published notice of sale. At the conclusion of the thirty-day period, the City Clerk shall open the bids, if any, and the highest such bid equal to or above the minimum sale price will become the qualifying higher bid offer. If there is more than one bid in the highest amount, the first such bid received will become the qualifying higher bid offer. If no bid is received, the City Manager or designee shall be authorized to resolicit for the sale of the property through published notice for a period of thirty days beginning at the end of the of the previous thirty-day period.
4. The City Clerk shall cause notice of the highest bid received to be published. Persons or entities wishing to upset the offer that has been received shall submit a sealed bid to the City Clerk within ten days after the notice is published. At the conclusion of the ten-day period, the City Clerk shall review all bids received, if any, and the highest such bid will become the new offer if it is an upset bid made in an amount in compliance with NCGS §160A-269. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5. Each time a qualifying higher bid offer is received, a new notice of upset bid shall be published by the City Clerk and shall continue to do so until a ten-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to City Council.
6. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
7. A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made in case, cashier's check, or certified check. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.
8. The following are the terms of sale:
 - a. The City Council must approval the final high offer before the sale is closed, which it may do within 30 days after the final upset bid period has passed.
 - b. The buyer must pay cash at the time of closing.
 - c. The conveyance of the property will be by a Limited Warranty Deed for the Property in fee simple, with the warranties limited to the terms of the City and County's ownership of the Property.
 - d. Title will be conveyed subject to restrictive covenants, easements and right-of-way of public record, noncompliance with local, county, state or federal government laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the Property, if any, and to all matters and things which a current accurate survey may reveal or disclose.
 - e. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
9. The Mayor, City Manager or their designee are authorized, empowered and directed to do any and all acts and to execute any and all documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or

execute any document which is in contravention, in any way, of the specific provisions of this Resolution.

This the _____ day of September, 2024.

PJ Connelly, Mayor

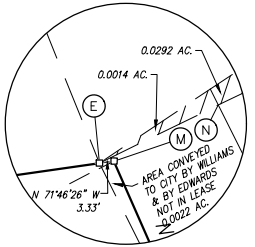
ATTEST:

Valerie Shiuwegar, City Clerk

Notes

- THIS IS A LEASEHOLD SURVEY TO SHOW THE AREA LEASED TO THE STATE OF NORTH CAROLINA BY THE CITY OF GREENVILLE PER D.B. 0-25, PG. 630 UPON PARCEL 29310. A PORTION OF PARCEL 29072. AND A PORTION OF THE AREA SHOWN ON TAX MAPS AS A PART OF THE RIGHT OF WAY OF GREEN SPRINGS DR., NO RIGHT OF WAY DEDICATION DOCUMENTS FOUND FOR GREEN SPRINGS DR., THE PORTION OF GREEN SPRINGS DR. SHOWN HEREON IS A PART OF THE PROPERTY DESCRIBED IN D.B. X-21, PG. 383-384.
- AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 3720469700K DATED 07-07-2014 A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA (ZONE AE) AND A PORTION OF THIS PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA (IN UNSHADED ZONE X)
- LINE A-B AS MAPPED HEREON IS BASED ON M.B. 15, PG. 13 AND D.B. 0-25, PG. 630
- LINE FROM C-D-E-F-A ARE BASED ON THE DESCRIPTION SET FORTH IN D.B. X-21, P. 383-384 FROM NORA HEATH AND DR. L. C. SKINNER TO TOWN OF GREENVILLE
- LINE FROM C-D-E-C ARE BASED ON THE DESCRIPTION SET FORTH IN D.B. X-21, P. 383 FROM I. N. AND J.R. WILLIAMS ET AL TO TOWN OF GREENVILLE; POINT G CALCULATED HONORING THE TIE DISTANCE OF 53" IN SAID DEED
- LINE FROM H-I-E-K-H ARE BASED ON THE DESCRIPTION SET FORTH IN D.B. 0-25, PG. 496 FROM NANNIE WILLIAMS (WIDOW) ET AL TO COUNTY OF PITT & CITY OF GREENVILLE
- LINE FROM L-M-E-F-A-B-C ARE LEASE LINES AS DESCRIBED IN D.B. 0-25, PG. 630; THE REMAINING LEASE LINE BOUNDARIES RUN FROM POINT C WITH THE WEST RIGHT OF WAY LINE OF FIFTH ST. AND THE NORTH RIGHT OF WAY LINE OF TENTH ST. BACK TO POINT L AS MAPPED HEREON PER SAID D.B. 0-25, PG. 630
- NO SOURCE OF TITLE DEEDS FOUND FOR THAT AREA LYING BETWEEN LINE E-F AND THE NORTH LINES OF LOTS 22-27, BLOCK B OF WOODCREST SUBDIVISION (0.0631 AC)
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A FULL TITLE EXAMINATION REPORT; HOWEVER, A TITLE OPINION PREPARED BY CORDELL AVERY WAS UTILIZED DURING THE PREPARATION OF THIS MAP
- CITY OF GREENVILLE ZONING: CG
- THE LOCATION OF IMPROVEMENTS TO THE PROPERTY IS NOT A PART OF THIS SURVEY; SOME FENCE LOCATIONS ARE SHOWN FOR CLARITY

CITY OF GREENVILLE
D.B. X-21 & P. 383-384
(GREEN SPRINGS PARK)



PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

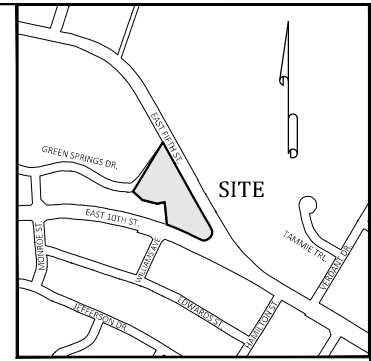
LEASEHOLD SURVEY FOR
COUNTY OF PITT
AND
CITY OF GREENVILLE
OF THE PROPERTY LEASED TO
THE STATE OF NORTH CAROLINA
DEED BOOK X-21, PAGE 383
DEED BOOK X-21, PAGE 383-384
DEED BOOK 0-25, PAGE 630 & DEED BOOK 0-25, PAGE 622
DEED BOOK 0-25, PAGE 496 & DEED BOOK 0-25 PAGE 495
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

Legend

- EXISTING IRON PIPE (UNLESS OTHERWISE NOTED)
- IRON PIPE SET
- ⊖ EXISTING IRON AXLE
- ⊕ EXISTING IRON BAR
- △ EXISTING R/W MONUMENT
- ⊥ RAILROAD SPIKE SET
- PP POWER POLE
- EIPC EXISTING IRON PIPE IN CONCRETE
- OHE OVERHEAD ELECTRICAL
- B/C BACK OF CURB
- E/P EDGE OF PAVEMENT
- R/W RIGHT OF WAY
- PROPERTY LINE
- LEASE LINE
- CHAINLINK FENCE WITH BARB WIRE

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

TOTAL LEASE AREA:
2.0453 AC.



References

- D.B. X-21, P. 383
- D.B. X-21, P. 383-384
- D.B. 0-25, P. 495
- D.B. 0-25, P. 496
- D.B. 0-25, P. 622-623
- D.R. Q-35, P. 455
- D.R. Q-35, P. 458
- D.B. 0-25, P. 630
- M.B. 3, P. 342
- M.B. 9, P. 107
- M.B. 13, P. 79
- M.B. 15, P. 13
- R/W BOOK 1, P. 12-14
- PITT COUNTY REGISTRY

CURVE TABLE					
Curve #	Radius	Delta	Length	Chd Direction	Chd Length
C1	1844.34'	00°01'13"	0.66'	N 61°28'23" W	0.66'
C2	1844.34'	01°03'20"	33.97'	N 62°00'41" W	33.97'
C3	1844.34'	00°08'45"	4.69'	N 62°36'43" W	4.69'
C4	1844.34'	00°50'57"	27.34'	N 63°06'34" W	27.34'

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES



Spruill & Associates Inc.
2747 East Tenth Street
Greenville, North Carolina 27858
(853) 787-1200
spruill@coastalnet.com

SURVEYED: 27M	APPROVED: SNS
DRAWN: BMP	DATE: 08-21-2024
CHECKED: JMW	SCALE: 1"=40'

237.43 (24026.5)

STATE OF NORTH CAROLINA, PITT COUNTY

I, STEPHEN N. SPRUILL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION THAT THE RATIO OF PRECISION AS CALCULATED IS 1" = 245.815'; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY HAND AND SEAL THIS DAY OF AUGUST, 2024.

I FURTHER CERTIFY THAT THIS IS A LEASEHOLD SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET

STEPHEN N. SPRUILL

L-2723

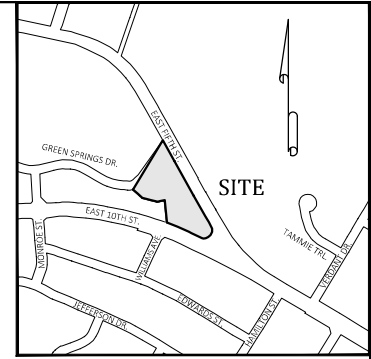
D:\VARK DROPBOX\01 - PROJECTS\ACTIVE\PITT COUNTY\24036.5 - HIGHWAY PATROL STATION\0 - FINAL\C-1019_RECOMBINATION - SURVEY.DWG, Layout1, Deante Bobbitt, Fri, Aug 23, 2024 @ 10:42 AM

Notes

- 1. THIS IS A RECOMBINATION SURVEY OF PITT COUNTY PARCELS 29072, 29310, & A PORTION OF 28964.
2. AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 3720469700K DATED 07-07-2014, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA; PROPERTY IS IN ZONE X UNSHADED.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A FULL TITLE EXAMINATION REPORT; HOWEVER, A TITLE OPINION PREPARED BY CORDELL AVERY WAS UTILIZED DURING THE PREPARATION OF THIS MAP.
4. CITY OF GREENVILLE ZONING: CG
5. THE LOCATION OF IMPROVEMENTS TO THE PROPERTY IS NOT A PART OF THIS SURVEY.
6. NO RIGHT OF WAY DEDICATION DOCUMENT FOUND FOR GREEN SPRINGS DRIVE (FORMERLY PARK DRIVE).
7. NO SOURCE OF TITLE DOCUMENTS FOUND FOR THAT AREA LYING BETWEEN LINE A-B AND THE NORTH LINES OF LOTS 22-27, BLOCK B OF WOODCREST SUBDIVISION EXCEPT THAT PORTION OF THE 20' STRIP OF LAND WITHDRAWN FROM DEDICATION LYING THEREIN.

Legend

- NO POINT SET
EXISTING IRON PIPE (UNLESS OTHERWISE NOTED)
IRON PIPE SET
EXISTING IRON AXLE
EXISTING IRON BAR
EXISTING R/W MONUMENT
RAILROAD SPIKE SET
POWER POLE
EXISTING IRON PIPE IN CONCRETE
OVERHEAD ELECTRICAL
BACK OF CURB
EDGE OF PAVEMENT
RIGHT OF WAY
PROPERTY LINE



Vicinity Map
SCALE: 1" = 1,000'

References

- D.B. X-21, P. 383
D.B. X-21, P. 383-384
D.B. O-25, P. 495
D.B. O-25, P. 496
D.B. O-25, P. 622-623
D.B. Q-35, P. 455
D.B. Q-35, P. 458
D.B. O-25, P. 630
M.B. 3, P. 342
M.B. 9, P. 107
M.B. 13, P. 79
M.B. 15, P. 13
R/W BOOK 1, P. 12-14
PITT COUNTY REGISTRY

REVIEW OFFICER'S CERTIFICATION
I, MALCOLM JOHNSON, A REVIEW OFFICER OF PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
BY: REVIEW OFFICER
DATE:

PARCEL 28964
CITY OF GREENVILLE
D.B. X-21 & P. 383-384
(GREEN SPRINGS PARK)

NEW RECOMBINED AREA
1.9670 AC.

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

TENTH STREET ~ NCSR 1598
R/W BOOK 1, P. 12-14, PROJECT NO. 8.8022034
(VARIABLE PUBLIC R/W ~ B/B VARIES)

STATE OF NORTH CAROLINA, PITT COUNTY
I, STEPHEN N. SPRULL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION THAT THE RATIO OF PRECISION AS CALCULATED IS 1:245,815; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY HAND AND SEAL THIS DAY OF AUGUST, 2024.
I FURTHER CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY SUCH AS A RECOMBINATION SURVEY AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION IN THE CITY OF GREENVILLE PER G.S. 1600-802(1)

I, MALCOLM JOHNSON, THE CITY PLANNER OF GREENVILLE, NC, CERTIFY THIS MAP OR PLAT IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION AND EXCEEDS THE MINIMUM LAND DEVELOPMENT REGULATIONS OF THE CITY OF GREENVILLE. THIS PLAT IS APPROVED FOR RECORDATION.

AREA BETWEEN THE EAST LINE OF LOT 27 AND THE CENTER OF THE OLD ROAD CONVEYED TO CITY OF GREENVILLE BY THE DEED FROM HENRY EDWARDS, ET UX AND BY THE DEED FROM NANNIE WILLIAMS, ET AL

RECOMBINATION SURVEY FOR
COUNTY OF PITT

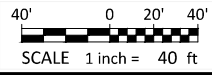
CITY OF GREENVILLE

- DEED BOOK O-25, PAGE 622
DEED BOOK X-21, PAGE 383
DEED BOOK X-21, PAGE 383-384
DEED BOOK O-25, PAGE 496
DEED BOOK O-25, PAGE 495

CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

Spruill & Associates Inc.
2747 East Tenth Street
Greenville, North Carolina 27858
(853) 787-1200
spruill@coastalnet.com

Table with columns: SURVEYED, APPROVED, DRAWN, DATE, CHECKED, SCALE. Values include 27M, SWS, BMP, 08-21-2024, JMW, 1"=40'.





City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Intent to Apply and Submit Application for a Continuum of Care (CoC) Builds Grant on Behalf of Taft-Mills Group, LLC for Turnbury Trace

Explanation: Turnbury Trace is a proposed 72-unit affordable housing development located on Turnbury Drive in Greenville, NC. Developed by Taft-Mills Group, the project has already secured tax credits from the North Carolina Housing Finance Agency (NCHFA) and is shovel-ready. The project targets seniors aged 55 and older and will provide a mix of one- and two-bedroom units with varying levels of affordability.

The rent for units at Turnbury Trace will range from \$395 to \$850, with a commitment to maintaining affordability for a minimum of 30 years. The development will offer a variety of site amenities designed to enhance the quality of life for residents, including on-site management and maintenance, outdoor exercise equipment, walking trails, and a computer/business center. Additional amenities include outdoor seating areas, a covered picnic area, a library/reading room, a laundromat, and a resident community room, all of which contribute to a comfortable and supportive living environment.

Taft-Mills Group is requesting for the City of Greenville (City) to apply for a Continuum of Care (CoC) Builds grant through the U.S. Department of Housing and Urban Development to secure \$1.3 million in additional funding needed to bridge the financing gap. This funding will support the construction of Turnbury Trace, which will contribute to increasing the supply of affordable housing in Greenville, particularly for vulnerable populations such as veterans, the mobility impaired, persons with disabilities, and individuals experiencing homelessness.

The project will be a public/private partnership with a total development cost of approximately \$16 million. The four-story building will feature secure entry, modern appliances, and Energy Star certification, with eight units specifically designed for residents with mobility impairments. The site offers convenient access to public transportation, grocery stores, medical facilities, and other essential services, creating a walkable community that supports the needs of low-income seniors.

Overall, Turnbury Trace represents a significant opportunity to address the critical need for affordable senior housing in Greenville while promoting a healthy, walkable community with easy access to essential services.

Fiscal Note: The grant request is for \$1,300,000.00 and will require a local match. Typically, local matches are 25%. The Turnbury Trace development is projected to provide significant benefits in terms of affordable housing and community amenities. The financial outlook is positive, with rent revenues expected to cover operational costs, while also contributing to the local tax base. Long-term commitments to affordability and quality amenities will require careful financial management to ensure sustainability over the 30-year period.

Recommendation: Staff recommends approval for submission of the intent to apply and the application for CoC Builds grant on behalf of Taft-Mills Group, LLC.

ATTACHMENTS

- [Turnbury Trace One Page Overview \(8-30-24\).pdf](#)
- [Continuum of Care \(CoC\) Builds NOFO.pdf](#)
- [FY2024 CoC Builds Intent to Apply.pdf](#)

Turnbury Trace Overview

Development Team

Project Name: Turnbury Trace
Location: Turnbury Drive, Greenville, NC
Project Status: **Site Plan Approved, Permit Ready for Issuance, Development is "Shovel Ready"**

Developer/Owner: Taft-Mills Group, LLC
Architect: Consolidated Design Group
Engineer: Ark Consulting
General Contractor: East Point Homes
Property Manager: Excel Property Management
Green Building: Energy Star Certified

Development Overview

Project/Housing Type: Age Restricted Affordable 9% LIHTC
Units: 72 Units
Affordability Levels: 30% - 5-1 Bdr., 13-2 Bdr., (18 Total)
50% - 2-1 Bdr., 9-2 Bdr., (11 Total)
60% - 6-1 Bdr., 16-2 Bdr., (22 Total)
80% - 5-1Bdr., 16-2 Bdr., (21 Total)

Rent Range: \$490-\$950
Affordability Period: Minimum of 30 Years
Site Amenities: On-Site Management/Maintenance, Outdoor Exercise Equipment, Walking Trails, Computer/Business Center, Outdoor Seating Areas, Covered Picnic Area, Library/Reading Room, Laundromat, Resident Community Room

Funding Overview

Total Development Cost: \$15,880,237 (\$220K Per Unit)
Permanent Loan: \$2,445,000
NCHFA RPP Funds: \$800,000
LIHTC Equity: \$10,798,920
Deferred Dev. Fee: \$536,271
City of Greenville Funds: \$1,300,000





U.S. Department of Housing and Urban Development

Community Planning and Development

Continuum of Care (CoC) Builds

FR-6800-N-25A

11/21/2024

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Program Office:
Community Planning and Development

Funding Opportunity Title:
Continuum of Care (CoC) Builds

Funding Opportunity Number:
FR-6800-N-25A

Assistance Listing Number:
14.267

Due Date for Applications:
11/21/2024

OVERVIEW

The U.S. Department of Housing and Urban Development (HUD) issues this Notice of Funding Opportunity (NOFO) to invite applications from eligible applicants for the program and purpose described within this NOFO. You, as a prospective applicant, should carefully read all instructions in all sections to avoid sending an incomplete or ineligible application. HUD funding is highly competitive. Failure to respond accurately to any submission requirement could result in an incomplete, ineligible, or noncompetitive proposal.

In accordance with [Title 24 part 4, subpart B](#) of the Code of Federal Regulations (CFR), during the selection process (which includes HUD's NOFO development and publication, and concludes with the announcement of the selection of recipients of assistance), HUD is prohibited from disclosing covered selection information. Examples of impermissible disclosures include: 1) information regarding any applicant's relative standing; 2) the amount of assistance requested by any applicant; and 3) any information contained in the application. Prior to the application deadline, HUD may not disclose the identity of any applicant or the number of applicants who have applied for assistance.

For further information regarding this NOFO, direct questions regarding the specific requirements of this NOFO to the agency contact identified in section VII.

Paperwork Reduction Act Statement. In accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. §§ 3501- 3520) (PRA), the Office of Management and Budget (OMB) approved the information collection requirements in this NOFO. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless the collection displays a valid OMB control number. This NOFO identifies the applicable OMB control number, unless the collection of information is excluded from these requirements under [5 CFR Part 1320](#).

OMB Control Number(s):
2506-0112

I. FUNDING OPPORTUNITY DESCRIPTION

A. Program Description

1. Purpose

The Continuum of Care (CoC) Builds (CoCBuilds) NOFO targets efforts within CoC geographic areas to address and reduce persons experiencing homelessness by adding new units of permanent supportive housing (PSH) through new construction, acquisition, or rehabilitation through one-time CoCBuilds awards under the CoC Program. Through the CoCBuilds NOFO,

HUD is encouraging CoCs to leverage funds provided for construction, acquisition, or rehabilitation of new PSH units with other funding sources to maximize the amount of housing that can be directed to meeting the needs of individuals and families experiencing homelessness. PSH is permanent housing in which supportive services are provided to assist individuals with a disability and families where at least one household member has a disability and is experiencing homelessness to live independently. Additionally, no more than 20 percent of each award may be used for other eligible CoC Program activities associated with the PSH project (e.g., supportive services, operating costs (Section IV.G.3 of this NOFO)), and no more than 10 percent of an award may be used for project administration.

Permanent supportive housing is beneficial for several reasons:

- **Stability:** It provides stable housing for individuals who may otherwise be experiencing homelessness or precariously housed, offering a foundation for stability in their lives.
- **Support Services:** It offers on-site or readily accessible, voluntary support services such as counseling, healthcare, substance abuse treatment, and job training, tailored to the individual's needs.
- **Cost-Effectiveness:** It can reduce overall public costs by decreasing the use of emergency services, such as hospitals, shelters, and law enforcement, which are often utilized at higher rates by individuals experiencing homelessness.
- **Improved Health Outcomes:** Stable housing contributes to better physical and mental health outcomes for residents, as they have a safe and consistent environment in which to address health issues and access regular care.
- **Community Integration:** Permanent supportive housing allows individuals to become integrated into their communities, fostering a sense of belonging and social connection, which are crucial for overall well-being.
- **Prevention of Recidivism:** For individuals who have experienced incarceration or cycles of homelessness, permanent supportive housing can break these cycles by providing a stable environment and support systems to prevent relapse into previous patterns.

Overall, permanent supportive housing addresses both the immediate need for shelter and the underlying factors contributing to homelessness, leading to better outcomes for individuals and communities alike.

Rural areas often lack the resources and infrastructure for providing services to persons experiencing homelessness and permanent housing. Additionally, rural areas often require unique strategies to solve challenges specific to their geography. Available funds from this NOFO may assist rural areas in the development of new PSH units for eligible individuals and families.

Indian Tribes and Tribally Designated Housing Entities (TDHEs) also lack resources and infrastructure needed to address the needs of individuals and families experiencing homelessness where a member of the household has a disability. Therefore, this NOFO provides incentives for Indian Tribes and TDHEs to apply for funds to develop units of new PSH.

Converting hotels or motels from their original use to permanent supportive housing may be more cost-effective than constructing new units. HUD's Office of Policy Development and Research (PD&R) highlighted the conversion of abandoned hotel properties to permanent supportive housing which greatly reduced the costs ([Learning From the Pandemic Response](#):

[Converting Hotels to Shelter or Housing](#)) and additional research has demonstrated that conversion of hotel or motel properties to permanent supportive housing is cost-effective.

Applicants should consider whether there is an opportunity to use properties made available through the Title V Process. More information can be found at:

https://www.hud.gov/program_offices/comm_planning/titlev.

The Continuum of Care (CoC) Program (24 CFR part 578) (the Rule) is designed to promote a community-wide commitment to the goal of ending homelessness; to provide funding for efforts by nonprofit providers, states, Indian Tribes, tribally designated housing entities (as defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103) (TDHEs)), and local governments to quickly rehouse individuals and families experiencing homelessness, persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking, and youth experiencing homelessness while minimizing the trauma and dislocation caused by homelessness; to promote access to and effective utilization of mainstream programs by individuals and families experiencing homelessness; and to optimize self-sufficiency among those experiencing homelessness.

HUD has the following six goals for this competition:

1. Increase housing opportunities for people with high risk of levels of need.
2. Increase the supply of permanent supportive housing units within CoC geographic areas to address individuals and families experiencing homelessness where one member of the household has a disability.
3. Encourage coordination between housing providers, health care organizations, and social service providers.
4. Ensure access to resources for projects to expand opportunities for new PSH units in States with populations less than 2.5 million.
5. Ensure new PSH units are conveniently located near local services; e.g., walking distance, near reliable transportation services, provide access to telehealth.
6. Affirmatively further fair housing by addressing barriers which perpetuate segregation, hinder access to areas of opportunity for protected class groups and concentrate affordable housing in under-resourced areas.

2. HUD and Program-Specific Goals and Objectives

HUD's Strategic Plan sets the direction and focus of our programs and staff to create strong, sustainable, inclusive communities and quality, affordable homes for all. This NOFO supports [HUD's Strategic Plan for Fiscal Years \(FY\) 2022-2026](#) to accomplish HUD's mission and vision. Each of the five goals in the [Strategic Plan](#) include what HUD hopes to accomplish, the strategies to accomplish those objectives, and the indicators of success.

HUD will pursue two overarching priorities focused on increasing equity and improving customer experience across all HUD programs. Five strategic goals and several objectives undergird the Plan; however the following goals are applicable to this NOFO.

You are expected to align your application to the applicable strategic goals and objectives below. Use the information in this section to describe in your application the specific goals, objectives, and measures that your project is expected to help accomplish. If your project is selected for funding, you are also expected to establish a plan to track progress related to those goals,

objectives, and measures. HUD will monitor compliance with the goals, objectives, and measures in your project.

Applicable Goals and Objectives from HUD's Strategic Plan

Strategic Goal 1: Support Underserved Communities

Fortify support for underserved communities and support equitable community development for all people.

1B: Reduce Homelessness

Strengthen Federal, State, Tribal, and community implementation of the Housing First approach to reducing the prevalence of homelessness, with the ultimate goal of ending homelessness.

Strategic Goal 2: Ensure Access to and Increase the Production of Affordable Housing

Ensure housing demand is matched by adequate production of new homes and equitable access to housing opportunities for all people.

2A: Increase the Supply of Housing

Enhance HUD's programs that increase the production and supply of housing across the country.

Strategic Goal 4: Advance Sustainable Communities

Advance sustainable communities by strengthening climate resilience and energy efficiency, promoting environmental justice, and recognizing housing's role as essential to health.

4B: Strengthen Environmental Justice

Reduce exposure to health risks, environmental hazards, and substandard housing, especially for low-income households and communities of color.

4C: Integrate Health and Housing

Advance policies that recognize housing's role as essential to health.

The following are policy priorities specific to this NOFO:

- *Increasing Affordable Housing Supply.* The lack of affordable housing is the main driver of homelessness. This NOFO provides funding for new construction, rehabilitation, or acquisition that can increase permanent supportive housing stock in a CoC's geographic area. CoCs, applicants, and developers should partner to determine an economical way to increase permanent supportive housing supply for individuals and families experiencing homelessness that considers adaptive reuse and conversion of hotel properties. Additionally, CoCs and applicants should engage local leaders to mitigate zoning and land use issues that may impact adding permanent supportive housing units to the CoC's housing stock.
- *Ensuring Access to Supportive Services and Public Services.* Providing voluntary supportive services to individuals and families experiencing homelessness, particularly for these households that also include a family member who has a disability, can ensure the households have the tools and resources needed to successfully maintain permanent housing. Applicants must ensure households that will reside in the units developed under this NOFO will have access to CoC Program supportive services as well as other public services such as easy access to local parks and recreation, post office, etc. Additionally, applicants proposing projects in rural areas are encouraged to consider the most cost-effective method for supportive services delivery (e.g., use of internet for check-ins with program participants) and access to public services.

- Partnering with Housing, Health, and Service Agencies. Using cost performance and outcome data, applicants should improve how all available resources are utilized to end homelessness. This is especially important as the CARES Act and American Rescue Plan have provided significant new resources to help end homelessness. HUD encourages CoCs to maximize the use of mainstream and other community-based resources when serving persons experiencing homelessness and should:
 - Work closely with public and private healthcare organizations and assist program participants who are interested in assistance with receiving primary care, housing related services, and with obtaining medical insurance to address healthcare needs. This includes developing close partnerships with public health agencies to analyze data and design approaches that reduce homelessness, improve the health of people experiencing homelessness, and prevent and address disease outbreaks, including HIV/AIDS.
 - Partner closely with PHAs and state and local housing organizations to utilize coordinated entry, develop housing units, and provide housing subsidies to people experiencing homelessness. These partnerships can also help CoC Program participants exit permanent supportive housing through Housing Choice Vouchers and other available housing options. CoCs and PHAs should especially work together to implement targeted programs such as Emergency Housing Vouchers, HUD-VASH, Mainstream Vouchers, Family Unification Program (FUP) Vouchers, and other housing voucher programs targeted to people experiencing homelessness. CoCs should coordinate with their state and local housing agencies on the utilization of new program resources provided through the HOME Investment Partnerships - American Rescue Plan Program (HOME-ARP) that was created through the American Rescue Plan.
 - Partner with local workforce development centers to improve employment opportunities.
 - Work with Tribes and Tribal organizations to ensure that Tribal members can access CoC funded assistance when a CoC's geographic area borders a Tribal area.

3. Changes from Previous NOFO

This is the first CoCBuilds NOFO; therefore, no changes from a previous NOFO.

4. Definitions

a. Standard Definitions

Affirmatively Furthering Fair Housing (AFFH) means taking meaningful actions, in addition to combating discrimination to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunities, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all program participant's activities and programs relating to housing and urban development.

Assistance Listing number refers to the unique number assigned to each Federal assistance program publicly available in the Assistance Listing, which is managed and administered by the General Services Administration. The Assistance Listing number was formerly known as the Catalog of Federal Domestic Assistance (CFDA) number.

Authorized Organization Representative (AOR) is a person authorized to legally bind your organization and submit applications via Grants.gov. The AOR is authorized by the E-Business Point of Contact (E-Biz POC) in the System for Award Management (see E-Biz POC definition). An AOR may include an Expanded AOR and/or a Standard AOR.

Expanded Authorized Organization Representative is a user in Grants.gov who is authorized by the E-Biz POC to perform the functions of a Standard AOR, initiate and submit applications on behalf of your organization, and is allowed to modify organization-level settings and certifications in Grants.gov.

Standard Authorized Organization Representative is a user in Grants.gov who is authorized by the E-Biz POC to initiate and submit applications in Grants.gov. A Grants.gov user with the Standard AOR role can only submit applications when they are a Participant for that workspace.

Consolidated Plan is the document submitted to HUD that serves as the comprehensive housing affordability strategy, community development plan, and submission for funding under any of the Community Planning and Development formula grant programs (e.g., CDBG, ESG, HOME, and HOPWA). This Plan is prepared in accordance with the process described in [24 CFR part 91](#). This plan is completed by engaging in a participatory process to assess affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions with funding from formula grant programs. (See [24 CFR part 91](#) for HUD's requirements regarding the Consolidated Plan and related Action Plan).

Contract means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on contractor and subrecipient determinations, see [2 CFR 200.331](#).

Contractor means an entity that receives a contract as defined above and in [2 CFR 200.1](#).

Cooperative agreement has the same meaning defined at [2 CFR 200.1](#).

Deficiency, with respect to the making of an application for funding, is information missing or omitted within a submitted application. Examples of deficiencies include missing documents, missing or incomplete information on a form, or some other type of unsatisfied information requirement. Depending on specific criteria, a deficiency may be either Curable or Non-Curable.

A Curable Deficiency is missing or incomplete application information that may be corrected by the applicant with timely action. To be curable, the deficiency must:

- Not be a threshold requirement, except for documentation of applicant eligibility;
- Not influence how an applicant is ranked or scored versus other applicants; and
- Be remedied within the time frame specified in the notice of deficiency.

A Non-Curable Deficiency is missing or incomplete application information that cannot be corrected by an applicant after the submission deadline. A non-curable deficiency is a

deficiency that is a threshold requirement, or a deficiency that, if corrected, would change an applicant's score or rank versus other applicants. If an application includes a non-curable deficiency, the application may receive an ineligible determination, or the non-curable deficiency may otherwise adversely affect the application's score and final funding determination.

E-Business Point of Contact (E-Biz POC) is an individual associated with the applicant organization who is responsible for the administration and management of award activities for the applicant organization. The E-Biz POC is likely to be an organization's chief financial officer or authorizing official. The E-Biz POC authorizes representatives of their organization to apply on behalf of the organization (see Authorized Organization Representative definition). There can only be one E-Biz POC per unique entity identifier (see definition of Unique Entity Identifier below).

Eligibility requirements are mandatory requirements for an application to be eligible for funding.

Environmental Justice means investing in environmental improvements, remedying past environmental inequities, and otherwise developing, implementing, and enforcing environmental laws and policies in a manner that advances equity and provides meaningful involvement for people and communities that have been environmentally underserved or overburdened, such as Black and Brown communities, indigenous groups, and individuals with disabilities. This definition does not alter the requirements under HUD's regulations at [24 CFR 58.5\(j\)](#) and [24 CFR 50.4\(l\)](#) implementing [Executive Order 12898](#). E.O. 12898 requires a consideration of how Federally assisted projects may have disproportionately high and adverse human health or environmental effects on minority and/or low-income populations. For additional information on environmental review compliance, refer to:

https://www.hud.gov/program_offices/comm_planning/environment_energy/regulations.

Equity has the meaning given to that term in Section 2(a) of Executive Order [13985](#) and means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

Federal award, has the meaning, depending on the context, in either paragraphs (1) or (2) of this definition:

(1)

(a) The Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in [2 CFR 200.101](#); or

(b) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in [2 CFR 200.101](#).

(2) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definitions of Federal financial assistance in [2 CFR 200.1](#), and this NOFO, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(3) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal Government owned, contractor operated facilities (GOCOs).

(4) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement in [2 CFR 200.1](#).

Federal Financial Assistance has the same meaning defined at [2 CFR 200.1](#).

Grants.gov is the website serving as the Federal government’s central portal for searching and applying for Federal financial assistance throughout the Federal government. Registration on Grants.gov is required for submission of applications to prospective agencies unless otherwise specified in this NOFO.

Non-Federal Entity (NFE) means a state, local government, Indian tribe, Institution of Higher Education (IHE), or non-profit organization that carries out a Federal award as a recipient or subrecipient.

Primary Point of Contact (PPOC) is the person who may be contacted with questions about the application submitted by the AOR. The PPOC is listed in item 8F on the SF-424.

Racial Equity is the elimination of racial disparities and is achieved when race can no longer predict opportunities, distribution of resources, or outcomes – particularly for Black and Brown persons.

Recipient means an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from HUD. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Small business is defined as a privately-owned corporation, partnership, or sole proprietorship that has fewer employees and less annual revenue than regular-sized business. The definition of “small”—in terms of being able to apply for government support and qualify for preferential tax policy—varies by country and industry. The U.S. Small Business Administration defines a small business according to a set of standards based on specific industries. See [13 CFR part 121](#).

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

System for Award Management (SAM) is the Federal Repository into which an entity must provide information required for the conduct of business as a recipient. Registration with SAM is

required for submission of applications via Grants.gov. You can access the website at <https://www.sam.gov/SAM/>. There is no cost to use SAM.

Threshold Requirements are eligibility requirements that must be met for an application to be reviewed, rated, and ranked. Threshold requirements are not curable, except for documentation of applicant eligibility, which are listed in Section III.D., Threshold Eligibility Requirements. Similarly, there are eligibility requirements under Section III.E., Statutory and Regulatory Requirements Affecting Eligibility.

Underserved Communities has the meaning given to that term in Section 2(b) of Executive Order [13985](#) and refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the definition of “equity” above.

Unique Entity Identifier (UEI) means the identifier assigned by SAM to uniquely identify entities. As of April 4, 2022, the Federal government has transitioned from the use of the DUNS Number to the use of UEI, as the primary means of entity identification for Federal awards government-wide.

b. Program Definitions.

The following definitions are defined in 24 CFR 578.3.

1. Applicant
2. Centralized or Coordinated Assessment System (also known as Coordinated Entry)
3. Collaborative Applicant
4. Continuum of Care
5. Consolidated Plan
6. Homeless Management Information System (HMIS)
7. HMIS Lead
8. Homeless. Although not reflected in the regulation, section 605 of the Violence Against Women Reauthorization Act of 2022 amended Section 103(b) of the McKinney-Vento Homeless Assistance Act and requires HUD to consider certain individuals and families as homeless. This amendment took effect on October 1, 2022. Notwithstanding anything to the contrary contained elsewhere in this NOFO, where 24 CFR 578.3 of the homeless definition, paragraph (4) is referenced, you may apply to serve the population as defined in Section 103(b) of the Act.
9. Permanent Housing
10. Permanent Supportive Housing
11. Private Nonprofit Organization
12. Program Participant
13. Project
14. Recipient
15. Subrecipient
16. Unified Funding Agency
17. Victim Service Provider

c. CoCBUILDS NOFO Concepts.

The following terms are not found in 24 CFR 578.3 but are used in other areas of the Rule or are used in this NOFO to define concepts that pertain specifically to this NOFO.

1. Adaptive Reuse. Refers to the process of reusing an existing building for a purpose other than which it was originally built or designed for. It is also known as recycling and conversion. Adaptive reuse is an effective strategy for optimizing the operational and commercial performance of built assets.
2. Annual Renewal Demand (ARD) (24 CFR 578.17(b)(2)). The total amount of all the CoC's projects that were eligible for renewal in the FY 2023 CoC Program Competition, before any required adjustments to funding for rental assistance, and operating Budget Line Items (BLIs) based on FMR changes.
3. Consolidated Plan Certification. The standard form HUD-2991, *Certification of Consistency with the Consolidated Plan* in which a state or local official certifies the proposed project, and activities are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91.
4. Final Pro Rata Need. (24 CFR 578.17(b)(3)). The higher of Preliminary Pro Rata Need (PPRN) or ARD for the CoC is the FPRN, which determines the amount of CoCBuilds funds a project can apply for through this NOFO.
5. Formula. Defined in 24 CFR 578.17(a).
6. Formula Area. Defined in the Indian Housing Block Grant Program at [24 CFR 1000.302](#).
7. Indian Tribe. A federally recognized Tribe or a State recognized Tribe as defined in Section 4 of NAHASDA (25 U.S.C. 4103).
8. Low-income Housing Tax Credit. Provides a tax incentive to construct or rehabilitate affordable rental housing for low-income households.
9. Reservation. For purposes of this NOFO, reservations are a type of formula area as specifically delineated under HUD's IHBG program at 24 CFR 1000.302.
10. Rural Area. For this competition, a rural area is a county which:
 1. has no part of it within an area designated as a standard metropolitan statistical area by the office of Management and Budget;
 2. is within an area designated as a metropolitan statistical area or considered as part of a metropolitan statistical area and at least 75 percent of its population is local on U.S. Census blocks classified as non-urban; or
 3. is located in a state that has a population density of less than 30 persons per square mile (as reported in the most recent decennial census), and of which at least 1.25 percent of the total acreage of such State is under Federal jurisdiction, provided that no metropolitan city in such State is the sole beneficiary of the grant amounts awarded under this NOFO. A metropolitan city means a city that was classified as a metropolitan city under section 102(a) of the Housing and Community Development Act of 1974 (42.U.S.C. 5302(a)) for the fiscal year immediately preceding the fiscal year for which Emergency Solutions Grants program funds are made available.
11. Tribally Designated Housing Entity. For purposes of this NOFO, this term has the same meaning as in Section 4 of NAHASDA (25 U.S.C. 4103).

12. Trust land. For purposes of this NOFO, trust lands are a type of formula area as delineated under HUD's IHBG program at 24 CFR 1000.302.

d. CoC Geographic Area. 24 CFR 578.5 requires representatives from relevant organizations within a geographic area to establish a CoC to carry out the duties within the geographic area. The boundaries of identified CoC geographic areas cannot overlap, and any overlapping geographies are considered Competing CoCs. HUD follows the process at 24 CFR 578.35(d) to determine which CoC HUD will recognize in the case of CoC geographic areas that overlap. For the CoCBUILDS competition, there are no Competing CoCs.

e. Centralized or Coordinated Assessment System. In general, 24 CFR 578.23(c)(9) and (11) requires all CoC program recipients and subrecipients to use the centralized or coordinated assessment system (coordinated entry) established by CoCs. The definition of Centralized or Coordinated Assessment is found at 24 CFR 578.3. 24 CFR 578.7(a)(8) details the responsibilities of the CoC to establish and operate this required system. In addition to the definition and responsibilities established in the Rule, HUD posted on its website, CPD-17-01: Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System, establishing additional requirements related to the development and use of a centralized or coordinated entry assessment system. These systems help communities assess the needs of program participants and effectively match individuals and families experiencing homelessness with the most appropriate resources available to address their supportive service and housing needs. CoCs must operate the system with CoC Program funds, other funds, or a combination of the two. Section 578.23(c)(9) of the CoC Program Rule exempts, a victim service provider from using the CoC's centralized or coordinated assessment system if victim service providers use a centralized or coordinated assessment system that otherwise meets HUD's requirements.

f. CoC Program Components. 24 CFR 578.37 states CoC funds may be used to pay for the eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five components: Permanent Housing – Permanent Supportive Housing (PH-PSH) or Rapid Rehousing (PH-RRH); Transitional Housing (TH); Supportive Services Only (SSO); Homeless Management Information System (HMIS); and in some cases, homelessness prevention.

Only designated high performing communities (HPCs) may carry out homelessness prevention activities through the CoC Program. Unfortunately, no CoCs have applied for or been designated as a HPC, thus none of the funds in this NOFO can be used for homelessness prevention.

For this NOFO, the following will be considered for funding:

- new PH-PSH which must include a capital costs budget for new construction, acquisition, or rehabilitation; and
- the application may also request no more than 20 percent of an award for CoC Program eligible activities and costs associated with such new PH-PSH projects (see Section IV.G.1 of this NOFO), and no more than 10 percent for administrative costs.

g. Collaborative Applicant. HUD will only review CoCBUILDS project applications submitted by the CoC-designated Collaborative Applicants. Each CoC-designated Collaborative Applicant may only submit one CoCBUILDS application. However, if a CoC is working with a Tribe or TDHE to provide units of PSH on Tribal reservations or trust land, two applications may be submitted by the CoC-designated Collaborative Applicant, one for the CoC's geographic area not

including the Tribal reservations or trust lands and one where the units will be located on Tribal reservations or trust lands

h. Maximum Award. The maximum award amount under this CoCBUILDS NOFO is based on each CoC’s Final Pro Rata Need for the FY 2024 CoC Competition, which is the higher of the CoC’s Preliminary Pro Rata Need or Annual Renewal Demand. CoCs that submit two project applications, with one project proposing new PSH units located on a Tribal reservation or trust land, may request an additional \$2,000,000 above the maximum amount as indicated in the following chart. The maximum award amount for a single project may not exceed the maximum amount listed in the *Maximum Amount for a Single Project* column of the following chart.

FPRN Amount	Maximum Amount for a Single Project	Maximum Amount for Projects Submitted by CoCs with Units Located on Tribal Reservations or Trust Lands
\$40,000,000 and above	\$10,000,000	\$12,000,000
\$10,000,000 to \$39,999,999	\$7,500,000	\$9,500,000
\$0 to \$9,999,999	\$5,000,000	\$7,000,000
CoCs that are the only CoC within their State or Territory	\$10,000,000	\$12,000,000

5. CoC Program Provisions. The following list highlights important information you should consider while preparing the CoCBUILDS application. This is not an exhaustive list of considerations or requirements; therefore, you should carefully review this NOFO and the Rule for more comprehensive information.

a. Indian Tribes or Tribally Designated Housing Entities (TDHEs). The Consolidated Appropriations Act, 2021 amended title IV of the Act by adding section 435 so designated Indian Tribes or TDHEs (as defined in Section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103) may:

- (1) create a CoC;
- (2) be a Collaborative Applicant;
- (3) be an eligible project applicant; or
- (4) receive grant amounts from another entity that receives a grant directly from HUD (i.e., be a CoC grant subrecipient).

However, under 42 U.S.C. 11383(g) only States, Units of General Local Government, nonprofit organizations, and Public Housing Agencies may administer permanent housing rental assistance.

6. Coordination with Housing and Healthcare. The Consolidated Appropriations Act, 2023 and the Consolidated Appropriations Act, 2024 directs HUD to provide incentives to create projects that coordinate with housing providers, healthcare organizations, and social service providers to provide permanent supportive housing.

7. Adaptive Reuse. Where possible, consider existing vacant structures that were initially designed for use other than housing (e.g., used as office space) if requesting funds for

rehabilitation or acquisition where the structure can be cost-effectively restructured to create new PH-PSH units for individuals and families experiencing homelessness.

8. Maximum Award and FMR Adjustments. The process for determining the maximum award amount is detailed in 24 CFR 578.17(b). HUD will adjust awards for operating and rental assistance BLIs based on changes to the FMR. HUD will make all adjustments prior to the award announcement as follows:

- a. Funds awarded for rental assistance will be adjusted by applying the FMR in effect at the time of application submission to HUD.
- b. HUD will increase funds awarded for operating costs based on the average increase in FMR amounts within the CoC's geographic area, weighted for population density.

9. Non-capital costs funds awarded under this NOFO may be eligible for renewal in the CoC Program Competition.

B. Authority

CoCBUILDS is part of the CoC Program that is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, (42 U.S.C. 11381–11389) (the Act), and the CoC Program rule found in 24 CFR part 578 (the Rule). The CoCBUILDS funds were provided by the Consolidated Appropriations Act, 2023 (Public Law 117-328, approved December 29, 2022) and the Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024).

II. AWARD INFORMATION

A. Available Funds

Funding of approximately **\$175,000,000** is available through this NOFO.

Additional funds may become available for award under this NOFO consistent with VI.A.2.e., Adjustments to Funding. Use of these funds is subject to statutory constraints. All awards are subject to the funding restrictions contained in this NOFO.

Of this \$175,000,000, not less than \$65 million (\$30 million of FY 2023 funds and \$35 million of FY 2024 funds) is available only for CoCs that are located in states with populations of fewer than 2.5 million people. However, if HUD does not receive this amount in application requests any remaining amount may be awarded to qualified applicants for projects in any state. All application requirements are included in this NOFO.

B. Number of Awards

HUD expects to make approximately 25 awards from the funds available under this NOFO.

Up to 3 awards are set aside for the highest scoring project applications where the PSH units are located on Tribal reservations or trust lands.

C. Minimum/Maximum Award Information

Estimated Total Funding:

\$175,000,000

Minimum Award Amount:
\$1,000,000
Per Project Period

Maximum Award Amount:
\$10,000,000
Per Project Period

D. Period of Performance

Estimated Project Start Date:
10/01/2025

Estimated Project End Date:
10/01/2030

Length of Project Periods:
Other

Length of Periods Explanation of Other:
Period of performance dates may range anywhere from 24 months to 60 months. See Section IV.G.2.

E. Type of Funding Instrument

Funding Instrument Type:
G (Grant)

III. ELIGIBILITY INFORMATION

A. Eligible Applicants

- 00 (State governments)
- 01 (County governments)
- 02 (City or township governments)
- 04 (Special district governments)
- 07 (Native American tribal governments (Federally recognized))
- 08 (Public housing authorities/Indian housing authorities)
- 11 (Native American tribal organizations (other than Federally recognized tribal governments))
- 12 (Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education)
- 25 (Others (see text field entitled "Additional Information on Eligibility" for clarification))

Additional Information on Eligibility

Eligible project applicants are found at 24 CFR 578.15 and include nonprofit organizations; state governments; local governments; instrumentalities of state and local governments; Indian Tribes and Tribally Designated Housing Entities (TDHEs), as defined in section 4 of the Native

American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103); and public housing agencies, as such term is defined in 24 CFR 5.100, are eligible without limitation or exclusion.

1. Indian Tribes and Tribally Designated Housing Entities (TDHE). The Consolidated Appropriations Act, 2021 (Public Law 116-260, approved December 27, 2020) amended title IV to add section 435 of the Act to allow Indian Tribes and TDHEs to be Collaborative Applicants, eligible entities, or subrecipients of the CoC Program in addition to amending title IV section 401 to add the terms “Formula Area” and “Indian Tribe.” These amendments mean that not only may Tribes and TDHEs apply for grants through other CoCs, but that formula areas, as that term is defined in the Indian Housing Block Grant program at 24 CFR 1000.302, are eligible to be added to the geographic areas of existing CoCs or may be included in newly formed CoCs through the CoC registration process (see Notice CPD-22-02) or may be temporarily added through the process outlined in Section III.A.5. Any applicant that is not a Tribe or TDHE proposing to site a project on a Tribal reservation or trust land must include a Tribal resolution from the Tribe authorizing the applicant to do so or a letter from an official or principal of the Indian Tribe or TDHE who is authorized to act on behalf of the Indian Tribe or TDHE. Tribes do not need to include a Tribal resolution to site a project on their own reservation or trust land.
2. Collaborative Applicants. HUD will only accept CoCBuilds project applications from CoCs that had a valid e-snaps registration for the FY 2024 CoC Program Competition. CoCs should not attempt to change Collaborative Applicants during this CoCBuilds competition without prior HUD approval unless HUD replaces the CoC's designated Collaborative Applicant under the authority of Section 402(c) of the Act. HUD will approve Collaborative Applicant changes outside the annual CoC Program Registration process under the following circumstances:
 - a. the Collaborative Applicant made an error when entering the Collaborative Applicant name in the CoC Applicant Profile;
 - b. the CoC-designated Collaborative Applicant is no longer in business;
 - c. the CoC designates a new Collaborative Applicant; or
 - d. HUD designated a new Collaborative Applicant as a remedial action under Section 402(c) of the Act.
3. In cases where the CoC changed its designated Collaborative Applicant after the FY 2024 CoC Program Registration process, the CoC must notify the local HUD CPD field office, in writing, stating the reason for the Collaborative Applicant change. The notice to HUD must provide documentation of the CoC's approval of the change (e.g., a copy of the meeting minutes to include the date and attendees).

Parties that are interested in forming a new CoC, including Indian Tribes that are interested in forming a new CoC should contact the Office of Special Needs Assistance Programs SNAPSinfo@hud.gov as soon as possible.

4. Collaborative Applicants. All recognized Collaborative Applicants eligible to submit the application to HUD on behalf of the applicant organization are listed on the CoCBuilds Final Pro Rata Need Report located on the CoC Program page of HUD's website.

5. Temporarily Add to CoC Geography and Tribal Reservations and Trust Lands. In general, HUD will only consider projects that propose to locate PSH units in geographic areas included in their FY 2024 CoC Program Registration. However, HUD will make an exception for Tribal reservations and trust lands and permit CoCs to temporarily include projects for new PSH units on Tribal Reservations and trust lands not currently a part of their geographic area if the Collaborative Applicant is a Tribe or TDHE and, if they add the Tribal Reservations and trust lands to the geographic areas covered by their CoC with the Tribe's express consent. To apply for a project on a Tribal Reservation or trust land not currently included in the CoC's geographic area, the Collaborative Applicant must add the formula area to the CoC's geographic area by sending an email to HUD at CoCBuilds@hud.gov with the following information:

- a. The name of the CoC;
- b. The name of the tribe(s) assigned to the formula area(s) the Collaborative Applicant is seeking to add; and
- c. If the Collaborative Applicant is adding the formula area on behalf of a CoC that is not an Indian Tribe or TDHE directly selecting their own formula area, a tribal resolution from the applicable Indian Tribe authorizing the CoC to select the trust land or reservation or a letter from an official or principal of the Indian Tribe or TDHE who is authorized to act on behalf of the Indian Tribe or TDHE. Indian Tribes and TDHEs are not required to include a tribal resolution to select their own trust land or reservation.

This message must be submitted to HUD by September 15, 2024. The formula area must be either contiguous to the CoC's existing geographic area or the formula area must overlap with the CoC's existing geographic area. For the non-capital costs of these PSH projects to be eligible for renewal under the CoC program, the CoC must complete the CoC registration process (see Notice CPD-22-02) to add the Tribal Reservations and trust lands to the geographic areas covered by their CoC. Note: HUD will not update a CoC's PPRN based on the inclusion of the temporary new formula area(s) to determine the maximum award amount established in Section I.A.4.h of this NOFO and the temporary addition to the CoC's geography will not be considered by HUD under the FY CoC Program Competition.

6. Eligible Project Applicants (McKinney-Vento Homeless Assistance Act, 24 CFR 578.15, 24 CFR 5.100). Eligible project applicants for the CoC Program Competition are found at 24 CFR 578.15 and in the Act and include nonprofit organizations, states, local governments, instrumentalities of state and local governments, Indian Tribes and TDHE [as defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103) (TDHEs)]. Public housing agencies, as such term is defined in 24 CFR 5.100, are eligible without limitation or exclusion. For-profit entities are ineligible to apply for grants and are prohibited from being subrecipients of CoC Program grant funds.

Faith-based organizations

(1) Faith-based organizations may apply for this award on the same basis as any other organization, as set forth at [24 CFR part 5.109](#), and subject to the protections and requirements of 42 U.S.C. § 2000bb et seq., HUD will not, in the selection of recipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

(2) A faith-based organization that participates in this program will retain its independence and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law, including the Free Speech and Free Exercise Clauses of the Constitution, 42 U.S.C. § 2000bb et seq., 42 U.S.C. § 238n, 42 U.S.C. § 18113, 42 U.S.C. §§ 2000e-1(a) and 2000e-2€, 42 U.S.C. § 12113(d), and the Weldon Amendment, among others. Religious accommodations may also be sought under many of these religious freedom and conscience protection laws, particularly under the Religious Freedom Restoration Act.

(3) A faith-based organization may not use direct financial assistance from HUD to support or engage in any explicitly religious activities except where consistent with the Establishment Clause and any other applicable requirements. Such an organization also may not, in providing services funded by HUD, discriminate against a beneficiary or prospective program beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

B. Ineligible Applicants

Individuals, foreign entities, and sole proprietorship organizations are not eligible to compete for, or receive, awards made under this announcement.

C. Cost Sharing or Matching

This Program requires cost sharing or matching as described below.

24 CFR 578.73 provides the information regarding match requirements. Project applicants that intend to use program income as a match must provide an estimate of how much program income will be used for the match.

D. Threshold Eligibility Requirements

Applicants who fail to meet any of the following threshold eligibility requirements are deemed ineligible. Applications from ineligible applicants are not rated or ranked and will not receive HUD funding.

1. Resolution of Civil Rights Matters

Outstanding civil rights matters must be resolved before the application submission deadline. Applicants with unresolved civil rights matters at the application deadline are deemed ineligible. Applications from ineligible applicants are not rated or ranked and will not receive HUD funding.

a. An applicant is ineligible for funding if the applicant has any of the charges, cause determinations, lawsuits, or letters of findings referenced in subparagraphs (1) – (5) that are not resolved to HUD’s satisfaction before or on the application deadline date for this NOFO.

(1) Charges from HUD concerning a systemic violation of the Fair Housing Act or receipt of a cause determination from a substantially equivalent state or local fair housing agency concerning a systemic violation of a substantially equivalent state or local fair housing law proscribing discrimination because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability or familial status;

(2) Status as a defendant in a Fair Housing Act lawsuit filed by the United States alleging a pattern or practice of discrimination or denial of rights to a group of persons raising an issue of general public importance under 42 U.S.C. § 3614(a);

(3) Status as a defendant in any other lawsuit filed or joined by the Department of Justice, or in which the Department of Justice has intervened, or filed an amicus brief or statement of interest, alleging a pattern or practice or systemic violation of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Americans with Disabilities Act, Violence Against Women Act, or a claim under the False Claims Act related to fair housing, non-discrimination, or civil rights generally including an alleged failure to affirmatively further fair housing;

(4) Receipt of a letter of findings identifying systemic non-compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974; Violence Against Women Act; or the Americans with Disabilities Act; or

(5) Receipt of a cause determination from a substantially equivalent state or local fair housing agency concerning a systemic violation of provisions of a state or local law prohibiting discrimination in housing based on sexual orientation, gender identity, or lawful source of income.

b. HUD will determine if actions to resolve the charge, cause determination, lawsuit, or letter of findings taken before the application deadline date will resolve the matter. Examples of actions that may be sufficient to resolve the matter include, but are not limited to:

(1) Current compliance with a voluntary compliance agreement signed by all the parties;

(2) Current compliance with a HUD-approved conciliation agreement signed by all the parties;

(3) Current compliance with a conciliation agreement signed by all the parties and approved by the state governmental or local administrative agency with jurisdiction over the matter;

(4) Current compliance with a consent order or consent decree;

(5) Current compliance with a final judicial ruling or administrative ruling or decision; or

(6) Dismissal of charges.

2. CoC Review of Project Applications. CoCs are required to review proposed CoCBuilds applications locally and if more than one application is received, the CoC must determine which application it will submit to HUD. While only one project application per CoC may be submitted, where feasible, HUD encourages inclusion of one or more subrecipients that will contribute towards the goals of this NOFO (e.g., capital costs, housing, supportive services). CoCs are permitted to submit a second application if the new PSH units are constructed, rehabilitated, or acquired on Tribal reservations or trust lands.

HUD encourages CoCs to use scoring criteria outlined in Section V.A of this NOFO to ensure it submits the most viable application to HUD for review and scoring. The CoC must include a letter signed by the CoC Board President stating the CoC supports the submission of the selected application. The letter must include the:

- CoC Number and Name;

- name of the applicant organization;
- name of the project; and
- amount of funds that are requested.

If a second application is submitted for the construction, rehabilitation, or acquisition of new PSH units on Tribal reservations or trust lands, the area must be identified in the letter.

If HUD receives more than one CoCBUILDS application from a CoC it will only review the earliest submitted application and automatically reject any other applications received.

2. Timely Submission of Applications

Applications submitted after the deadline stated within this NOFO that do not meet the requirements of the grace period policy are marked late. Late applications are ineligible and are not considered for funding. See Section IV. D. Application Submission Dates and Times.

E. Statutory and Regulatory Requirements Affecting Eligibility

Eligibility Requirements for Applicants of HUD’s Financial Assistance Programs

The following requirements affect applicant eligibility. Detailed information on each requirement is found in the “[Eligibility Requirements for Applicants of HUD’s Competitive Programs](#)” document on HUD’s Funding Opportunities page. Applicants who fail to meet any of these eligibility requirements are deemed ineligible to receive HUD funding.

1. Universal Identifier and System for Award Management (SAM.gov) Requirements
2. Outstanding Delinquent Federal Debts
3. Debarments or Suspensions, or both
4. Mandatory Disclosure Requirement
5. Pre-selection Review of Performance
6. Sufficiency of Financial Management System
7. False Statements
8. Prohibition Against Lobbying Activities

In addition, each applicant under this NOFO must have the necessary processes and systems in place to comply with the Award Term in Appendix A of [2 CFR part 170](#) if the applicant receives an award, unless an exception applies as provided in [2 CFR 170.110](#).

F. Program-Specific Requirements

Certification of Consistency with the Consolidated Plan. This program requires a certification of Consistency with the Consolidated Plan under [24 CFR 91.2](#). This certification means the proposed activities in the application are consistent with the jurisdiction's strategic plan, and the location of the proposed activities is consistent with the geographic areas specified in the Consolidated Plan.

Applicants must submit a certification by the jurisdiction in which the proposed project will be located that the applicant’s project application for funding is consistent with the jurisdiction’s HUD-approved consolidated plan. The certification must be made in accordance with the provisions of the consolidated plan regulations at 24 CFR part 91, subpart F.

Form HUD-2991 must be completed and dated between June 1, 2024, and October 31, 2024.

Additionally, applicants that propose to locate a project on a Tribal reservation or trust land must include a Tribal resolution from the Tribe authorizing the applicant to do so or a letter from an official or principal of the Indian Tribe or TDHE who is authorized to act on behalf of the Indian Tribe or TDHE. Indian Tribes do not need to include a tribal resolution to site a project on their own reservation or trust land. A tribal resolution is the formal manner in which the tribal government expresses its legislative will in accordance with its organic documents. In the absence of such organic documents, a written expression adopted pursuant to tribal practices will be acceptable.

Advancing Racial Equity

In accordance with Executive Order [13985](#), Executive Order 14091, *Executive Order on Further Advancing Racial Equity and Support for Underserved Communities Through The Federal Government*, and Federal fair housing and civil rights laws, your application must address the following:

- You analyzed the racial composition of the persons or households who are expected to benefit, directly or indirectly, from your proposed award activities;
- You identified any potential barriers to persons or communities of color equitably benefiting from your proposed award activities;
- You detailed the steps you will take to prevent, reduce, or eliminate these barriers; and
- You have measures in place to track your progress and evaluate the effectiveness of your efforts to advance racial equity in your award activities.

Note that any actions taken in furtherance of this section must be consistent with Federal nondiscrimination requirements.

This narrative is required and must address the four bullets outlined in the paragraph above. Applicants will submit this narrative according to the instructions in Section IV.B. This narrative will be evaluated for sufficiency and will not change the applicant's score or rank as compared to other applicants. If the narrative is deemed insufficient, it will be a "Curable Deficiency" that will be communicated to the applicant for correction with a notice of deficiency.

All Applicants (except for Tribes and TDHEs): This narrative is required and must address the four bullets outlined in the paragraph above. Applicants will submit this narrative according to the instructions in Section IV.B. This narrative will be evaluated for sufficiency and will not change the applicant's score or rank as compared to other applicants. If the narrative is deemed insufficient, it will be a "Curable Deficiency" that will be communicated to the applicant for correction with a notice of deficiency. (2 pages maximum)

Tribes and TDHEs only: Due to your specific focus on serving tribal communities, all grant activities will benefit underserved communities as defined in this NOFO, including Native Americans and Black and Brown people and communities. If you believe there are potential barriers to historically underserved communities equitably benefiting from proposed grant activities, submit a narrative identifying those barriers, detailing steps to prevent, reduce, or eliminate those barriers, and explaining how you will measure, track progress, and evaluate the effectiveness of efforts to overcome those barriers. (2 pages maximum)

Affirmative Marketing and Outreach

Any outreach or marketing conducted under a HUD award must be conducted broadly throughout the local area and nearby areas and targeted to reach any eligible persons in demographic groups that would be unlikely or least likely to be aware of the benefits of a HUD award absent such efforts, or entities that serve such groups. Such demographic groups may include, for example, Black and Brown persons or communities, individuals with limited English proficiency, individuals with disabilities, or families with children. Strategies for affirmative marketing or outreach include outreach through community contacts or service providers or at community centers serving the target population; and marketing on websites, social media channels, television, radio, and print media serving local members of the targeted group. You must submit a narrative describing the affirmative marketing/outreach activities that will be conducted if you are selected for a HUD award.

This narrative is required and must address the issues outlined in the paragraph above. Applicants will submit this narrative according to the instructions in Section IV.B. This narrative will be evaluated for sufficiency and will not change the applicant's score or rank as compared to other applicants. If the narrative is deemed insufficient, it will be a "Curable Deficiency" that will be communicated to the applicant for correction with a notice of deficiency.

All Applicants (except Tribes and TDHEs): This narrative is required and must address the issues outlined in the paragraph above. Applicants will submit this narrative according to the instructions in Section IV.B. This narrative will be evaluated for sufficiency and will not change the applicant's score or rank as compared to other applicants. If the narrative is deemed insufficient, it will be a "Curable Deficiency" that will be communicated to the applicant for correction with a notice of deficiency. (2 pages maximum)

Tribes and TDHEs only: Tribes and TDHEs should describe any outreach or marketing to eligible Tribal members who would be unlikely or least likely to be aware of the benefits of this NOFO absent such efforts. This may include affirmative marketing or outreach to Tribal members such as, individuals with disabilities and/or families with children. Applicants will submit this narrative according to the instructions in Section IV.B. This narrative will be evaluated for sufficiency and will not change the applicant's score or rank as compared to other applicants. If the narrative is deemed insufficient, it will be a "Curable Deficiency" that will be communicated to the applicant for correction with a notice of deficiency. (2 pages maximum)

Experience Promoting Racial Equity

In accordance with Executive Order 13985, Executive Order On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Executive Order 14091, Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, and Federal fair housing and civil rights laws, your application must demonstrate that the applicant has the experience and/or the resources to effectively address the needs of underserved communities, particularly Black and Brown communities. This may include experience successfully working directly with such groups, experience designing or operating programs that equitably benefit such groups, or experience successfully advancing racial equity in other ways. This may also include experience soliciting, obtaining, and applying input from such groups when designing, planning, or implementing programs and activities.

Applicants will describe their past experience or resources to effectively meet the needs of underserved communities, particularly Black and Brown communities in response to V.A.1.i..

All Applicants: will describe their past experience or resources to effectively meet the needs of underserved communities, particularly Black and Brown communities in response to V.A.1.i.

Tribes and TDHEs only: will describe their past experience or resources to effectively meet the needs of Tribal members, in response to V.A.1.i.

Affirmatively Furthering Fair Housing

With some exceptions for Federally recognized Indian tribes and their instrumentalities, the application must discuss how the applicant will carry out the proposed activities in a manner that affirmatively furthers fair housing in compliance with the Fair Housing Act and its implementing regulations and how applicants will meet the requirements of the definition of affirmatively furthering fair housing at 24 CFR 5.151. If the applicant will carry out proposed activities with an Assessment of Fair Housing (AFH), the proposed activities should be consistent with the AFH's fair housing goals and with fair housing strategies specified in the jurisdiction's Consolidated Plan or Public Housing Agency Plan.

Applicants must address this requirement by submitting a written narrative which describes how their proposed NOFO activities are aligned with the requirement to affirmatively further fair housing (AFFH). Specifically, applicants should describe how their proposed NOFO activities will meaningfully: (1) address significant disparities based on protected class in unmet housing needs (2) address disparities based on protected class in access to opportunity (3) address segregation and promoting integration (4) transform racially or ethnically concentrated areas of poverty into well-resourced areas of opportunity without displacing existing residents, and/or (5) foster and maintain compliance with civil rights and fair housing laws]. If the narrative is deemed insufficient, it will be a "Curable Deficiency" that will be communicated to the applicant for correction with a notice of deficiency.

All Applicants (except Tribes and TDHEs): See 24 CFR 578.93(c) for specific Affirmatively Furthering Fair Housing requirements that apply to the CoC program and provide a written narrative addressing how the proposed project will adhere to this requirement. Applicants will submit this narrative according to the instructions in Section IV.B. This narrative will be evaluated for sufficiency. If the narrative is deemed insufficient, it will be a "Curable Deficiency" that will be communicated to the applicant for correction with a notice of deficiency. (2 pages maximum)

Tribes and TDHEs only: Tribes and TDHEs are not required to submit a written narrative related to Affirmatively Furthering Fair Housing.

G. Criteria for Beneficiaries.

Eligible program participants (beneficiaries) are individuals and families experiencing homelessness outlined in [24 CFR 578.37\(a\)\(1\)\(i\)](#) where at least one individual in the household has a disability.

IV. APPLICATION AND SUBMISSION INFORMATION

A. Obtain an Application Package

Instructions for Applicants

All application materials, including the Application Instructions and Application Package, are

available through Grants.gov. You must access and review all available application materials. You must submit your application electronically via Grants.gov under the Funding Opportunity Number cited within this NOFO. Your application must list the applicable Funding Opportunity Number.

You can request a waiver from the requirement for electronic submission, if you demonstrate good cause. An example of good cause may include: a lack of available Internet access in the geographic area in which your business offices are located. However, lack of SAM registration or valid UEI is not good cause. If you cannot submit your application electronically, you must ask in writing for a waiver of the electronic application submission requirements. HUD will not grant a waiver if you fail to submit to HUD by email or postmark by mail a request for a waiver at least 15 calendar days before the application deadline. If HUD grants a waiver, a paper application must be received before the deadline for this NOFO. To request a waiver, you must contact:

Name:

Sherri L. Boyd

Email:

CoCBuils@hud.gov

HUD Organization:

CPD

Street:

471 7th St., SW

City:

Washington

State:

DC DISTRICT OF COLUMBIA

Zip:

20410

B. Content and Form of Application Submission

You must verify that boxes 11, 12, and 13 on the SF-424 match the NOFO for which you are applying. If they do not match, you have downloaded the wrong Application Instruction and Application Package.

Submission of an application that is otherwise sufficient, but is under the wrong Assistance Listing and Funding Opportunity Number is a Non-Curable Deficiency, and will be rejected, unless otherwise stated under the Threshold requirements section. When applying with a UEI that does not match the organization name as registered in sam.gov will result in an ineligible applications.

1. Content

Forms/Assurances/Certifications	Submission Requirement	Notes/Description
Application for Federal Assistance (SF-424)	This form is required.	Review section IV.B.2.a. of this NOFO for detailed application requirements.
Applicant and Recipient Assurances and Certifications (HUD 424-B)	This form is required.	Review section IV.B.2.a. of this NOFO for detailed application requirements.
Applicant/Recipient Disclosure/Update Report (HUD 2880)	This form is required.	Review section IV.B.2.a. of this NOFO for detailed application requirements.
Disclosure of Lobbying Activities (SF-LLL)	This form is conditionally required.	Review section IV.B.2.a. of this NOFO for detailed application requirements.
Certification Regarding Lobbying Activities	This form is required.	
Grant Application Detailed Budget Worksheet (HUD-424-CBW)		This form is contained within the Instruction Package.
Assurances for Non-Construction Programs (SF-424B)	This form is required.	This form is contained within the Application Package.
Assurances for Construction Programs (SF-424D)	This form is required.	This form is contained within the Application Package.

2. Other Submission Requirements

Additionally, your complete application must attach form HUD-2991, Certification of Consistency with the Consolidated Plan and you must also submit narrative responses to the following equity requirements as outlined in Section III.F: Advancing Racial Equity, Affirmative Marketing and Outreach, and Affirmatively Furthering Fair Housing. Each narrative should be no more than 2-pages.

a. Standard Application, Assurances, Certifications and Disclosures

(1) Standard Form 424 (SF-424) Application for Federal Assistance

The SF-424 is the government-wide form required to apply for Federal assistance programs, discretionary awards, and other forms of financial assistance programs. You must complete and submit the form with the other required forms and information as directed in this NOFO.

By signing the forms in the SF-424 either through electronic submission or in paper copy submission (for those granted a waiver), you and the signing authorized organization representative affirm that you both have reviewed the certifications and assurances associated with the application for Federal assistance and (1) are aware the submission of the SF-424 is an assertion that the relevant certifications and assurances are established and (2) acknowledge that the truthfulness of the certifications and assurances are material representations upon which HUD will rely when making an award to the applicant. If it is later determined the signing authorized organization representative to the application made a false certification or assurance, caused the submission of a false certification or assurance, or did not have the authority to make a legally binding commitment for the applicant, the applicant and the individual who signed the application may be subject to administrative, civil, or criminal action. Additionally, HUD may terminate the award to the applicant organization or pursue other available remedies. Each applicant is responsible for including the correct certifications and assurances with its application submission, including those applicable to all applicants, those applicable only to Federally recognized Indian tribes, or Alaskan native villages and those applicable to applicants other than Federally recognized Indian tribes, or Alaskan native villages.

(2) Assurances (HUD 424-B)

By submitting your application, you provide assurances that, if selected to receive an award, you will comply with U.S. statutory and other requirements, including, but not limited to civil rights requirements. All recipients and subrecipients of the award are required to submit assurances of compliance with Federal civil rights requirements. *See, e.g.*, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, Violence Against Women Act, and the Age Discrimination Act of 1975; *see also* [24 CFR §§ 1.5; 3.115; 8.50; and 146.25](#). HUD accepts these assurances in the form of the HUD 424-B, which also require compliance with HUD Reform Act requirements and all general Federal nondiscrimination requirements in the administration of the Federal assistance award.

(3) Applicant Disclosure Report Form 2880 (HUD 2880)

The form HUD 2880 is required if you are applying for assistance within the jurisdiction of HUD to any project subject to Section 102(d) of the HUD Reform Act . Assistance is provided directly by HUD to any person or entity, but not to subrecipients. It includes assistance for the acquisition, rehabilitation, operation, conversion, modernization, renovation, or demolition of any property containing five or more dwelling units that is to be used primarily for residential purposes. It includes assistance to independent group residences, board and care facilities, group homes and transitional housing but does not include primarily nonresidential facilities such as intermediate care facilities, nursing homes and hospitals. It also includes any change requested by a recipient in the amount of assistance previously provided, except changes resulting from annual adjustments in Section 8 rents under Section 8(c)(2)(A) of the United States Housing Act of 1937 ([42 U.S.C. § 1437f](#)). [See 24 CFR part 4 for additional information.](#)

(4) Code of Conduct

Both you, as the award recipient, and all subrecipients must have a code of conduct (or written standards of conduct). The code of conduct must comply with the requirements included in the “Conducting Business in Accordance with Ethical Standards” section of the Administrative, National and Department Policy Requirements and Terms for HUD Financial Assistance Awards-- 2024, as well as any program-specific requirements. These requirements include ethical standards related to conflicts of interest for procurements in [2 CFR 200.318\(c\)](#) and [2 CFR 200.317](#), as well as HUD-specific conflict of interest standards. HUD maintains a list of organizations that have previously submitted written standards of conduct on its [Code of Conduct for HUD Grant Programs webpage](#). But it is your responsibility to ensure that the standards are compliant with the noted requirements and that HUD has the latest version of the written standards. Updated written standards should be submitted with the application. Any updates to your written standards, after the application period, should be submitted as directed by the HUD program contact for this NOFO.

(5) False Statements

Applicant understands that providing false or misleading information during any part of the application, award, or performance phase of an award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 USC 1001, 18 USC 1012, or 18 USC 287; treble damages and civil penalties under the False Claims Act, 31 USC 3729 et seq.; double damages and civil penalties under the Program Fraud Civil Remedies Act, 31 USC 3801 et seq.; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other remedies including termination of active HUD award.

(6) Lobbying Activities

Applicants are subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment), and 24 CFR part 87, which prohibit recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award. All applicants must submit with their application the signed “Certification Regarding Lobbying” form. In addition, applicants must disclose, using Standard Form LLL (SF-LLL), “Disclosure of Lobbying Activities,” any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific awards. Federally recognized Indian tribes and tribally designated housing entities (TDHEs) established by Federally recognized Indian tribes as a result of the exercise of the tribe’s sovereign power are excluded from coverage of the Byrd Amendment, but state-recognized Indian tribes and TDHEs established only under state law shall comply with this requirement.

3. Format and Form

Narratives and other attachments to your application must follow the following format guidelines. Do not submit password protected or encrypted files.

25 Pages maximum length of narratives

Double spaced 12-point (minimum) Times Roman font on letter sized paper (8 1/2 x 11 inches) with at least 1-inch margins on all sides.

Each rating factor includes the maximum number of pages per rating factor. HUD will not review additional pages submitted over the limit. Budget worksheets do not count toward the maximum number of pages.

C. System for Award Management (SAM) and Unique Entity Identifier (UEI)

1. SAM Registration Requirement

You must register at www.sam.gov before submitting an application. You must maintain current information in SAM on immediate and highest-level owner and subsidiaries, as well as on all predecessors that a Federal award within the last three years, if applicable. Information in SAM must be current for all times during which you have an active Federal award or an application or plan under consideration by HUD.

2. UEI Requirement

All entities doing business with the Federal government must use the UEI created in SAM.gov. Your application must include a valid UEI that is registered and active at www.sam.gov. **When submitting an application with a UEI that does not match the organization name as registered in sam.gov will result in an ineligible application.**

3. Requirement to Register with Grants.gov

Anyone planning to submit applications on behalf of an organization must register at Grants.gov and be approved by the E-Biz POC in SAM to submit applications for the organization. Registration for SAM and Grants.gov is a multi-step process and can take four (4) weeks or longer to complete if data issues arise. Applicants without a valid registration cannot apply through Grants.gov. Complete registration instructions and guidance are provided on Grants.gov.

D. Application Submission Dates and Times

1. Application Due Date Explanation

The application deadline is 11:59:59 PM Eastern time on 11/21/2024

Submit your application to Grants.gov unless a waiver has been issued allowing you to submit a paper application. Instructions for submitting your paper application will be contained in the waiver of electronic submission.

“Received by Grants.gov” means the applicant received a confirmation of receipt and an application tracking number from Grants.gov. Grants.gov then assigns an application tracking number and date-and timestamp each application upon successful receipt by the Grants.gov system. A submission attempt not resulting in confirmation of receipt and an application tracking number is not considered received by Grants.gov.

Applications received by Grants.gov must be validated by Grants.gov to be received by HUD.

“Validated by Grants.gov” means the application has been accepted and was not rejected with errors. You can track the status of your application by logging into Grants.gov, selecting “Applicants” from the top navigation, and selecting “Track my application” from the dropdown list. If the application status is “rejected with errors,” you must correct the error(s) and resubmit

the application before the 24-hour grace period ends. Applications in “rejected with errors” status after the 24-hour grace period expires will not be received by HUD. Visit Grants.gov for a complete description of processing steps after applying.

HUD strongly recommends you review your application before you submit it at Grants.gov. Also, HUD recommends you submit your application at least **48 hours before the deadline** and during regular business hours to allow enough time to correct errors or overcome other problems.

2. Grants.gov Customer Support

Grants.gov provides customer support information on its website at <https://www.grants.gov/web/grants/support.html>. If you have difficulty accessing the application and instructions or have technical problems, contact Grants.gov customer support center by calling (800) 518-GRANTS (this is a toll-free number) or by sending an email to support@grants.gov. The customer support center is open 24 hours a day, seven days per week, except Federal holidays. Individuals who are deaf or hard of hearing, as well as individuals who have speech or other communication disabilities may use a relay service to reach Grants.gov Customer Support. To learn more about how to make an accessible telephone call, visit the [webpage for Federal Communications Commission](#).

3. Grants.gov Application Submission

You can verify the contents of your submitted application to confirm Grants.gov received everything you intended to submit. To verify the contents of your submitted application:

- Log in to Grants.gov.
- Click the Check Application Status link, which appears under the Grant Applications heading in the Applicant Center page. This will take you to the Check Application Status page.
- Enter search criteria and a date range to narrow your search results.
- Click the Search button. To review your search results in Microsoft Excel, click the Export Data button.
- Review the Status column. To view more detailed submission information, click the Details link in the Actions column.
- To download the submitted application, click the Download link in the Actions column.

Take note of the Grants.gov tracking number, as it is needed by the Grants.gov customer support center should you seek their assistance.

HUD may extend the application deadline for any program if Grants.gov is offline or not available to applicants for at least 24 hours immediately prior to the deadline date, or the system is down for 24 hours or longer and impacts the ability of applicants to cure a submission deficiency within the grace period.

HUD may also extend the application deadline upon request if there is a presidentially declared disaster in the applicant’s area.

If these events occur, HUD will post a notice on its website establishing the new, extended deadline for the affected applicants. HUD will also publish the extension on Grants.gov.

In determining whether to grant a request for an extension based on a presidentially declared disaster, HUD will consider the totality of the circumstances including the date of an applicant's extension request (how closely it followed the basis for the extension), whether other applicants in the geographic area are similarly affected by the disaster, and how quickly power or services are restored to enable the applicant to submit its application.

NOTE: Busy servers, slow processing, large file sizes, improper registration or password issues are not valid circumstances to extend the deadline dates or the grace period.

4. Amend or Revise an Application

Before the submission deadline, you may amend a validated application through Grants.gov by submitting a revised and complete application including the new or changed material. The revised application must be received and validated by Grants.gov by the applicable deadline.

If HUD receives an original and a revised application for a single proposal, HUD will evaluate only the last submission received by Grants.gov before the deadline.

5. Grace Period for Grants.gov Submissions

If your application is received by Grants.gov before the deadline, but is rejected with errors, you have a grace period of 24 hours after the application deadline to submit a corrected, received, and validated application through Grants.gov. The date and time stamp on the Grants.gov system determines the application receipt time. Any application submitted during the grace period but not received and validated by Grants.gov will not be considered for funding. There is no grace period for paper applications.

6. Late Applications

An application received after the NOFO deadline date that does not meet the Grace Period requirements will be marked late and will not be reviewed by HUD for funding

consideration. Improper or expired registration and password issues are not sufficient causes to allow HUD to accept applications after the deadline date.

7. Corrections to Deficient Applications

HUD will not consider information from applicants after the application deadline except for curable deficiencies.

HUD will uniformly notify applicants of each curable deficiency. See curable deficiency definition in section I.A of this NOFO. Examples of curable (correctable) deficiencies include inconsistencies in the funding request and failure to submit required certifications. These examples are non-exhaustive.

When HUD identifies a curable deficiency, HUD will notify the authorized organization representative identified on the SF-424 Application for Federal Assistance via email. This email is the official notification of a curable deficiency.

You must email corrections of Curable Deficiencies to applicationsupport@hud.gov within the time limits specified in the notification. The time allowed to correct deficiencies will be no less than 48 hours and no more than 14 calendar days from the date of the email notification. The start of the cure period will be the date stamp on the email sent from HUD. If the deficiency cure

deadline date falls on a Saturday, Sunday, Federal holiday, or on a day when HUD's Headquarters are closed, then the applicant's correction must be received on the next business day HUD Headquarters offices in Washington, DC are open.

The subject line of the email sent to applicationsupport@hud.gov must state: Technical Cure and include the Grants.gov application tracking number or the GrantSolutions application number (e.g., Subject: Technical Cure - GRANT123456 or Technical Cure - XXXXXXXXXXXX). If this information is not included, HUD cannot match the response with the application under review and the application may be rejected due to the deficiency.

Corrections to a paper application must be sent in accordance with and to the address indicated in the notification of deficiency. HUD will treat a paper application submitted in accordance with a waiver of electronic application containing the wrong UEI as having a curable deficiency. Failure to correct the deficiency and meet the requirement to have a UEI and active registration in SAM will render the application ineligible for funding.

8. Authoritative Versions of HUD NOFOs

The version of this NOFO posted on Grants.gov includes the official documents HUD uses to solicit applications.

9. Exemptions

Parties that believe the requirements of the NOFO would impose a substantial burden on the exercise of their religion should seek an exemption under the [Religious Freedom Restoration Act \(RFRA\)](#).

10. Summary of the Application Process. This CoCBuils NOFO is administered under the Rule. You should review the information in this NOFO to ensure your application is complete and submitted in a timely manner.

CoCBuils applications are to be completed by the organization requesting funds, but must be submitted by the CoC's Collaborative Applicant, including Collaborative Applicants designed by HUD as a Unified Funding Agency (UFA). A CoC must have a current CoC Program Registration and must only submit one application, unless a second application is submitted specifically to create PSH units on Tribal reservations or trust lands.

The application must describe the type of capital costs being requested – new constructions, acquisition, rehabilitation – existing partnerships with eligible developers and if you are also requesting other eligible costs outlined in Section IV.G.3 of this NOFO, including up to 10 percent for administrative costs of overall program management, coordination, monitoring, and evaluation and up to 20 percent for other eligible CoC Program activities associated with the PSH project.

CoC planning and UFA Costs are not eligible under this NOFO.

E. Intergovernmental Review

This program is not subject to [Executive Order 12372, Intergovernmental Review of Federal Programs](#).

F. Funding Restrictions

Under 2 CFR 200.458 pre-award costs are allowable with written approval from HUD if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. However, HUD will not consider eligibility for pre-award costs until after the date of the HUD selection notice.

Additionally, the incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

Indirect Cost Rate

Normal indirect cost rules under [2 CFR part 200, subpart E](#) apply. If you intend to charge your indirect costs to the award, your application must clearly state the rate and distribution base you intend to use. If you have a Federally negotiated indirect cost rate, your application must also include a letter or other documentation from the cognizant agency showing the approved rate. Successful applicants whose rate changes after the application deadline must submit the new rate and documentation to assure the award agreement incorporates the applicable rate.

Applicants other than state and local governments. If you have a Federally negotiated indirect cost rate, your application must clearly state the approved rate and distribution base and must include a letter or other documentation from the cognizant agency showing the approved rate. If your organization does not have a current negotiated rate (including provisional rate) and elects to use the de minimis rate, your application must clearly state you intend to use the de minimis rate of 10% of Modified Total Direct Costs (MTDC), as defined at [2 CFR 200.1](#). Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both, as described in [2 CFR 200.403](#). Once elected, the de minimis rate must be applied consistently for all Federal awards until the organization chooses to negotiate a rate, which the organization may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.

State and local governments. If your department or agency unit has a Federally negotiated indirect cost rate, your application must include that rate, the applicable distribution base, and a letter or other documentation from the cognizant agency showing the negotiated rate. If your department or agency unit receives more than \$35 million in direct Federal funding per year, you may not claim indirect costs until you receive a negotiated rate from your cognizant agency for indirect costs as provided in [Appendix VII to 2 CFR part 200](#).

If your department or agency unit receives no more than \$35 million in direct Federal funding per year and your department or agency unit has developed and maintains an indirect cost rate proposal and supporting documentation for audit in accordance with [2 CFR part 200, Appendix VII](#), you may use the rate and distribution base specified in that indirect cost rate proposal.

Alternatively, if your department or agency unit receives no more than \$35 million in direct Federal funding per year and does not have a current negotiated rate (including provisional) rate, you may elect to use the de minimis rate of 10% of MTDC. As described in [2 CFR 200.403\(d\)](#), costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until your department or agency chooses to negotiate for a

rate, which you may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.

G. Other Program-specific Requirements

1. Project Applications:
 - a. must include capital costs for new construction, acquisition, or rehabilitation of new PSH units; and
 - b. may include costs for other eligible CoC Program Costs associated with the PSH project as outlined in Section IV.G.3 of this NOFO that are no more than 20 percent of the total budget requested (HUD will award no more than 20 percent of final award for non-capital costs eligible CoC activities associated with the PSH project); and
 - c. may include administrative costs of no more than 10 percent of the total amount requested for capital costs and, if included, eligible CoC Program costs outlined in Section IV.G.3 of this NOFO. HUD will award no more than 10 percent of final award for administrative costs associated with the PSH project).
2. Grant terms may be two, three, four, or five years. Projects selected for conditional award must be able to:
 - a. provide proof of site control (24 CFR 578.25) prior to execution of the grant agreement; and
 - b. execute the grant agreement with HUD no later than September 1, 2025.

Additionally, projects selected for conditional award must:

- c. have a completed environmental review before awarded funds can be drawn for project activities.; and
- d. meet the timeliness standards outlined in 24 CFR 578.85 for new construction or rehabilitation activities.

You should select the grant term based on the type of capital costs project you are submitting and the realistic time frame for completion. Generally, rehabilitation and acquisition time frames are less than new construction.

See [24 CFR 578.85](#) for timeliness requirements related to new construction and rehabilitation projects.

3. Eligible Costs. You may include a budget request with the following eligible costs in the application. However, HUD will award no more than 20 percent of the total funds for use in project-based rental assistance, operating costs, or supportive services. Additionally, HUD will award no more than 10 percent of the total budget (capital costs plus additional eligible costs) for project administrative costs.
 - a. Acquisition ([24 CFR 578.43](#));
 - b. Rehabilitation ([24 CFR 578.45](#));
 - c. New Construction ([24 CFR 578.47](#));
 - d. Project-based rental assistance ([24 CFR 578.51\(e\)](#));
 - e. Supportive Services ([24 CFR 578.53](#));

- f. Operating Costs ([24 CFR 578.55](#)); and
- g. Project administrative costs ([24 CFR 578.59](#)).

If a project application’s budget exceeds the cost limits noted above, HUD will reduce the costs to the eligible amount which will result in a reduction in the total amount of funds requested. See [24 CFR 578.87\(c\)](#) for restrictions on combining funds.

4. CoC Review of Application prior to Submission to HUD. HUD requires CoCs to implement a thorough review and oversight process at the local level to determine which application, if more than one is received, will be submitted to HUD under this NOFO. CoCs must closely review the information provided in each application to ensure:

- a. The information provided in the application and proposed activities are eligible under this NOFO.
- b. The application narratives are fully responsive to the NOFO requirements (Section V.A).
- c. All required attachments are included in the submission, including HUD-required forms and budget forms, ensuring all are accurately and fully completed.

5. HUD will require recordation of a HUD-approved use and repayment covenant before funds can be drawn down (the form can be obtained from the local HUD CPD field office) for all grants of funds for new construction, acquisition, and rehabilitation. (24 CFR 578.81) HUD Field Office Counsel must approve the use and repayment covenants in advance of their being recorded, and proof of recording must be submitted to HUD Field Office Counsel before HUD will release grant funds, other than acquisition funds.

V. APPLICATION REVIEW INFORMATION

A. Review Criteria

1. Rating Factors

The application is based on 100 points and has a minimum score threshold of 60 points. Each rating factor includes a maximum number of pages per response. HUD will only read the number of pages indicated. Any pages above the maximum length will not be reviewed or considered.

Rating Factor	Maximum Points	To Receive Maximum Points
a. Development Experience and Leveraging. Maximum 5 pages for this narrative.	24	Demonstrate that the applicant, developer, and relevant subrecipients have experience with at least four other projects that have a similar scope and scale as the proposed project. (up to 8 points) Demonstrate that the applicant, developer, and relevant subrecipients have experience leveraging resources substantially similar to the funds being proposed in the current project. HUD will evaluate up to 3 examples of prior leveraging experience for up to the five largest (by dollar value being contributed to the project) resources being leveraged for the proposed project. Examples of resources

		<p>that will be considered include Low Income Housing Tax Credits, HOME, CDBG, Section 108, Section 202, and Section 811 (up to 8 points)</p> <p>Provide information regarding the availability of low-income housing tax credit commitments, project-based rental assistance, and other resources dedicated to the proposed project. Describe the dollar value of each of these commitments and describe the overall cost of the project, including the estimated cost per unit. In cases where the project includes more than one type of housing (e.g. townhouses and apartments), or has multiple sites, provide cost per unit information on each site or housing type to the extent possible. (up to 8 points)</p> <p>If there are current properties under construction or rehabilitation where CoCBuilds funds could be used to obtain units, in addition to the bulleted items above, provide:</p> <ul style="list-style-type: none"> • the amount and type of funds being used to construct the property; • evidence of site control; • evidence of completed and approved environmental review; • identify the owner of the property and their experience with constructing or rehabilitation; and • the number of units that will be finished using CoCBuilds funds.
<p>b. Managing Homeless Projects Maximum 4 pages.</p>	<p>12</p>	<p>Demonstrate that your organization and that your proposed subrecipients have experience administering programs for individuals and families experiencing homelessness where one member of the household has a disability. Your response must include:</p> <ul style="list-style-type: none"> • Experience managing at least 4 properties that at a minimum includes how you determine the amount of rent to charge based on unit size, addressing program participant complaints, working with other service organizations that may place program participants in the units, and maintaining the properties. (Up to 8 points) • Type and frequency of supportive services that will be available (e.g., case management, life skills, health care). See 24 CFR part 578.53 for full list of CoC Program eligible supportive services. State whether your organization or another organization will provide supportive services. If other organizations will provide some or all of the

		<p>supportive services, provide the organization(s) name, address, email address, and phone number. If your organization will provide direct supportive services with CoCBuils funds, you must complete the Supportive Services Budget. (Up to 3 points)</p> <ul style="list-style-type: none"> • Providing transportation for program participants. Describe the methods of transportation that will be available for program participants to travel to doctor appointments, recreation, public services (e.g., post office, library), shopping, other services, etc. If public transportation is available, indicate the hours of operation and the distance from the units. (1 point)
<p>c. Implementation Schedule Maximum page length not to exceed 2 pages.</p>	12	<p>Complete an implementation schedule based on the proposed CoCBuils project.</p> <p>i. Based on type of capital cost requested, provide:</p> <ul style="list-style-type: none"> • New Construction – date construction will begin and end, and date property will be available for move-in. • Acquisition – date property will be acquired. • Rehabilitation – dates rehabilitation of the property will begin and end. <p>ii. Provide the proposed schedule for the following activities:</p> <ul style="list-style-type: none"> • site control, indicate if the property has already been identified; • environmental review completion; • execution of grant agreement; • start and completion dates; • anticipated date the jurisdiction will issue the occupancy certificate; • date property will be available for individuals and families experiencing homelessness to begin occupying units. <p>HUD will evaluate the implementation schedule and provide up to 4 points based on whether the development schedule is complete and has all necessary elements, up to 4 points depending on likelihood that development milestones will be met, and up to 4 points based on the likelihood that the project will be ready for occupancy within 36 months of award.</p>
<p>d. Property Maintenance Maximum 2 pages.</p>	5	<p>Demonstrate how you will ensure the property is maintained annually to prevent unnecessary costly repairs. Your description must include:</p>

		<ul style="list-style-type: none"> • how the property will be maintained annually and needed repairs are conducted (e.g., checking for roof leaks, routine maintenance for heating and cooling). Identify the source of funds that will be used and whether there will be a reserve fund established specifically for maintenance and repair of proposed units. • Demonstrate how the project will be able to cover replacement costs (e.g., replacing broken or damaged appliances, major equipment). Indicate if there will be funds provided from other sources and what those sources will be.
e. Unmet Housing Need Maximum 1 page.	7	Describe the population that will be served by the project and the level of unmet need for new units of permanent supportive housing in your area for that population. Using the PIT Count and HIC information, estimate the gap between the number of units of permanent supportive housing available and the number of homeless individuals and families experiencing homelessness where at least one household member has a disability. Maximum points will be awarded for applicants that demonstrate that there are fewer than 50 PSH beds available in a given year for each 100 people in the population that is proposed to be served. (Up to 7 points)
f. Management of Rental Housing Maximum 2 pages.	10	<ul style="list-style-type: none"> • Describe the rental housing projects you or your subrecipient have managed. If you have or will partner with other organization(s) within the CoC to manage a property(s), provide the organization's information, type of program participants assisted, and experience. • Include the number of grants for affordable housing awarded over the last three years, total amount of awards, and the type of subsidy funding or financing provided for housing. • Specify the number of assisted and non-assisted units in each property you list. <p>Maximum points will be available for adequately describing management of at least 4 times the number of properties and units proposed in this application.</p>
g. Coordinated Entry Maximum 2 pages.	3	Demonstrate how the project will use the CoC's coordinated entry process, or in the case of victim service providers, another coordinated entry process that meets HUD's minimum requirements, to refer individuals and families experiencing homelessness in the new PH-PSH units. The response must include the coordinated entry process

		implemented and how program participants will be placed in the project.
<p>h. Coordination with Housing Providers, Healthcare Organizations, and Social Service Providers Maximum 2 pages.</p>	10	<p>i. Demonstrate either that:</p> <ul style="list-style-type: none"> the project is leveraging non-CoC funded housing resources through coordination with housing providers, healthcare organizations, and social service providers for new construction, acquisition, and rehabilitation to provide at least 50 percent of the amount being requested in the application, or the project is leveraging non-CoC funded housing resources to provide subsidies for at least 25 percent of the units that are proposed in the application. <p>You must attach letters of commitment, contracts, or other formal written documents that demonstrate the percentage of subsidies or number of units being provided to support the project. (5 points)</p> <p>ii. Demonstrate through written commitment from a healthcare organization, housing provider, and/or social service provider:</p> <ul style="list-style-type: none"> Access to housing resources (e.g., supportive services, home-based and long-term services and supports, primary and medical care, behavioral health, substance use disorder treatment and recovery, and other services); or The value of assistance being provided is at least an amount that is equivalent to at least \$7,500 per unit included in the proposed project. <p>Acceptable forms of commitment are formal written agreements and must include:</p> <ul style="list-style-type: none"> value of the commitment, and dates the-housing and resources will be provided. <p>In-kind resources must be valued at the local rates consistent with the amount paid for services not supported by grant funds. (5 points)</p>
<p>i. Experience Promoting Racial Equity Maximum 4 pages.</p>	8	<p>Describe:</p> <ul style="list-style-type: none"> Experience soliciting, obtaining, and applying input from underserved groups when designing, planning, and implementing housing projects. Experience building community partnerships with grassroots and resident-led organizations that provide housing, health care, and supportive services.

		<ul style="list-style-type: none"> Experience designing or operating programs that have improved racial equity, particularly among people experiencing homelessness.
j. Community Integration for Persons with Disabilities Maximum 2 pages	7	Demonstrate how permanent supportive housing will enable program participants to make meaningful choices about housing, health care, and long-term services and supports that will allow them to fully participate in the community. The response should include how the PSH units will ensure non-segregation of individuals and families experiencing homelessness where at least one household member has a disability. Additionally, the response should include state whether the PSH units will be part of mixed-use development, meaning individuals and families that will reside in the units are not all disabled.
k. Section 3 Requirement Maximum 1 page.	2	Describe the actions that will be taken by project applicants to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and HUD’s implementing rules at 24 CFR part 75 to provide employment and training opportunities for low- and very low-income persons, as well as contracting and other economic opportunities for business that provide economic opportunities to low- and very low-income persons. This does not affect applicant's existing responsibilities to provide training, employment, and other economic opportunities pursuant to Section 3 that result from their receipt of other HUD funding. Grants to Indian Tribes are subject to Indian Preference under Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b) and are not subject to Section 3 requirements.

CoCBUILDS Total Application Points

Maximum Points: 100

Section 3

In accordance with HUD's Section 3 regulations at [24 CFR 75.7](#), your application will receive up to 2 points based on the quality of Section 3 plans submitted. The program office will consider the following in evaluating the quality of the Section 3 plan: Section V.A.1.k of this NOFO.

2. Other Factors

HUD may employ rating panels to review and rate all or part of the applications according to the rating criteria in Section V.A of this NOFO.

- a. **Threshold Review.** HUD first will review applications to determine whether you and subrecipients meet the project eligibility in Section III.A., and whether the applications meet eligibility and quality thresholds detailed in Section V.A of this NOFO. If HUD determines these standards are not met, HUD will reject the application, unless otherwise

provided in this NOFO. There are 100 points available for applications. To be considered for possible funds, a project application must score at least 60 points or higher.

- b. Projects on Tribal reservations or trust land. HUD will next set aside up to three awards for the highest scoring project applications where new PSH units will be constructed, rehabilitated, or acquired on Tribal reservations or trust lands.
- c. Conditional Selection and Adjustments to Funding. HUD will finally conditionally select applications based on CoCBUILDS application score using the following process:
 - i. From all the applications for projects in states that have a population of 2,500,000 or fewer, HUD will select the highest scoring applications until a cumulative total of \$65,000,000 has been selected;
 - ii. Select the highest scoring projects remaining, regardless of the population of the state in which the project is located. If there are not enough eligible projects submitted as outlined in Section V.A.2.c.i, HUD intends to add the remaining amount to this amount.

Policy Initiative Preference Points

This NOFO supports the following policy initiatives, for which a maximum of two (2) preference points may be awarded. Preference points are added to your overall application score.

Environmental Justice (2 points)

You may voluntarily choose to address preference point policy initiatives in your application. Addressing these policy initiatives is not a requirement to apply for or receive an award. If you voluntarily choose to address a policy initiative in your application, you will be required to adhere to the information submitted with your application should you receive an award. The proposed information will be included as a binding requirement of any Federal award you receive as a term and condition of that award.

This NOFO does not offer preference points for Climate Change

Environmental Justice: In accordance with [Executive Order 12898](#), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, and EO 14008, HUD will award up to two (2) points for applications proposing activities that advance Environmental Justice (as defined in Section I.A.4 of this NOFO). For the purposes of this HUD program, activities that advance Environmental Justice include doing the following for people or communities that have been environmentally underserved or overburdened (e.g. low-income and Black and Brown communities):

- Reducing or mitigating exposure to environmental and health hazards (e.g. industrial facilities, EPA superfund sites, brownfields and legacy pollution, heat islands).
- Improving protection from and resilience to environmental harms (e.g. fire-resistant materials, floodproofing).
- Expanding environmental benefits (e.g. clean air and water, public transportation, bike and walking paths, clean energy, green technology, biodiversity).
- Overcoming prior disinvestment in environmental infrastructure (e.g. drainage systems, green spaces, pollution controls).

To receive points under this Section, your application must describe in detail how your proposed activities will advance Environmental Justice in one or more of these ways.

In addition, to receive points under this Section, your application must also clearly describe how your activities will be informed by input from affected communities. To provide those affected a meaningful opportunity to participate in the design and implementation of your activities, you should make key information available online and through other media, engage with community leaders, solicit public feedback, hold public meetings at a variety of times and locations or virtually, and respond appropriately to community concerns.

This NOFO does not offer HBCU preference points.

This NOFO does not offer preference points related to minority-serving institutions.

This NOFO does not offer Promise Zone preference points.

Rural Partners Network Community Networks

This program does not offer Rural Partners Network Community Networks preference points.

B. Review and Selection Process

1. Past Performance

In evaluating applications for funding, HUD will consider an applicant's past performance in managing funds. Items HUD will consider include, but are not limited to:

OMB-designated repositories of governmentwide data, as noted in [2 CFR 200.206\(a\)](#)

The ability to account for funds in compliance with applicable reporting and recordkeeping requirements

Timely use of funds received from HUD

Timely submission and quality of reports submitted to HUD

Meeting program requirements

Meeting performance targets as established in the HUD agreement

The applicant's organizational capacity, including staffing structures and capabilities

Timely completion of activities and receipt and expenditure of promised matching or leveraged funds

The number of persons served or targeted for assistance

Promoting self-sufficiency and economic independence

Producing positive outcomes and results

HUD will conditionally select project applications based on application score using the following process:

- a. Select the three highest scoring PSH projects that received 60 points or more where units will be located on Tribal reservations or trust lands.
- b. Select the highest scoring eligible projects in states that have a population of 2,500,000 or less until a cumulative total of \$65,000,000 has been selected. For purposes of calculating

the cumulative total of \$65,000,000, HUD will consider projects selected in paragraph a above if they are located in states that have a population of 2,500,000 or less.

- c. Select the highest scoring projects remaining, regardless of the population of the state in which the project is located. If there are not enough eligible projects submitted as outlined in subparagraph b, the remaining amount will be added to this amount.

HUD may reduce scores based on the past performance review, if specified under V.A. Rating Factors. Whenever possible, HUD will obtain and review past performance information. If this review results in an adverse finding related to integrity of performance, HUD reserves the right to take any of the remedies provided in the [Pre-Selection Review of Performance section of the Eligibility Requirements for Applicants of HUD Financial Assistance Programs](#).

HUD may reduce scores based on the past performance review, if specified under V.A. Rating Factors. Whenever possible, HUD will obtain and review past performance information. If this review results in an adverse finding related to integrity of performance, HUD reserves the right to take any of the remedies provided in the [Pre-Selection Review of Performance section of the Eligibility Requirements for Applicants of HUD Financial Assistance Programs](#).

2. Assessing Applicant Risk

In evaluating risks posed by applicants, HUD may use a risk-based approach and may consider any items such as the following:

- (1) Financial stability;
- (2) Quality of management systems and ability to meet the management standards prescribed in this part;
- (3) History of performance. The applicant's record in managing Federal awards, if it is a prior recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, failing to make significant progress in a timely manner, failing to meet planned activities in a timely manner, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;
- (4) Reports and findings from audits performed under Subpart F—Audit Requirements of 2 CFR part 200 or the reports and findings of any other available audits; and
- (5) The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

VI. AWARD ADMINISTRATION INFORMATION

A. Award Notices

Following the evaluation process, HUD will notify successful applicants of their selection for funding. HUD will also notify other applicants, whose applications were received by the deadline but were not chosen for award. Notifications will be sent by email to the person listed as the AOR in item 21 of the SF-424.

1. Final Award

After HUD has made selections, HUD will finalize specific terms of the award and budget in consultation with the selected applicant. If HUD and the selected applicant do not finalize the terms and conditions of the award in a timely manner, or the selected applicant fails to provide requested information, an award will not be made to that applicant. In this case, HUD may select another eligible applicant. HUD may also impose specific conditions on an award as provided under [2 CFR 200.208](#).

2. Adjustments to Funding

To ensure fair distribution of funds and enable the purposes or requirements of a specific program to be met, HUD reserves the right to fund less than the amount requested in an application.

a. HUD may fund no portion of an application that:

- (1) Is ineligible for funding under applicable statutory or regulatory requirements;
- (2) Fails, in whole or in part, to meet the requirements of this notice;
- (3) Duplicates activities funded by other Federal awards; or
- (4) Duplicates activities funded in a prior year.

b. HUD may adjust the funding for an application to ensure funding diversity, geographic diversity, and alignment with HUD administrative priorities.

c. If an applicant turns down an award offer, or if HUD and an applicant do not finalize the terms and conditions of the award in a timely manner, HUD may withdraw the award offer and make an offer of funding to another eligible application.

d. If funds remain after all selections have been made, remaining funds may be made available within the current FY for other competitions within the program area, may be held for future competitions (if allowable in accordance with the applicable appropriation or authorizing statute), or may be used as otherwise provided by authorizing statute or appropriation.

e. If, after announcement of awards made under the current NOFO, additional funds become available either through the current appropriations, a supplemental appropriation, other appropriations or recapture of funds, HUD may, in accordance with the appropriation, use the additional funds to provide additional funding to an applicant awarded less than the requested amount of funds to make the full (or nearer to full) award, and/or to fund additional applicants that were eligible to receive an award but for which there were no funds available.

3. Funding Errors

If HUD commits an error that, when corrected, would cause selection of an applicant during the funding round of a Program NOFO, HUD may select that applicant for funding, subject to the availability of funds. If funding is not available to award in the current fiscal year, HUD may make an award to this applicant during the next fiscal year if funding is available.

4. Geographic Diversity.

HUD has determined that geographic diversity is an appropriate consideration in selecting projects under this NOFO. HUD believes that geographic diversity can be achieved best by awarding grants in each of HUD's ten regions. To this end, in instances where any of the ten

regions do not have at least one funded project, HUD reserves the right to fund eligible project(s) with the highest total score in that region.

5. Funding Diversity.

HUD reserves the right to reduce the amount of a grant, if necessary, to ensure no more than 20 percent of assistance made available under this NOFO will be awarded to projects located within any one state. Additionally, HUD reserves the right to select up to three projects where PSH units will be located on Tribal reservations or trust land.

6. Tie Breaking Rules.

In the case of a tie, HUD will fund the projects in order of score based on rating factor V.A.1.a. If there is still a tie, HUD will select the project from the CoC that has the highest rating factor V.A.1.c.3. If HUD exercises a right it has reserved under this NOFO, that right will be exercised uniformly across all applications received in response to this NOFO.

7. Appeals

24 CFR 578.35 sets forth the following types of appeals:

- **Solo Applicants.** A process for eligible project applicants that attempted to participate in their CoC planning process and believe they were denied the right to participate in a reasonable manner.
- **Denied or Decreased Funding.** A process for eligible applicants that are denied funds by HUD or that requested more funds than HUD awarded to them.
- **Consolidated Plan Certification.** A process for eligible applicants whose jurisdiction refused to provide a Certification of Consistency with the Consolidated Plan (form HUD-2990).
- **Competing CoCs.** A process when more than one CoC selects the same geographic area, for eligible applicants of lower-scoring CoCs, to appeal to HUD's decision to fund the competing CoC. Should two or more CoCs select the same geographic codes associated with formula areas during the CoC Program Registration process, HUD will use the competing CoC process provided by 24 CFR 578.35(d).

Appeals must be submitted via email to snapsappeals@hud.gov. The subject line of your email must include the CoC Number, Applicant Name, Appeal Notice, and type of appeal (i.e., Denied, Decreased, Consolidated Plan Certification). An example Subject Line is: AA-500 – Appeal Notice – Consolidated Plan Certification. HUD will not accept or consider appeals outside of those listed below, nor will it consider appeals that do not include the requirements listed in this Section.

HUD will respond to all appeals via email and will not consider any requests to reconsider funding except for the types of appeals outlined below.

- a. Solo Applicant. Per the Act, “A solo applicant may submit an application to the Secretary for a grant under subsection (a) and be awarded such grant on the same basis as such grants are awarded to other applicants based on the criteria described in section 427, but only if the Secretary determines that the solo applicant has attempted to participate in the continuum of care process but was not permitted to reasonably participate. The Secretary may award such grants directly to such applicants in a manner determined to be appropriate by the Secretary.”

To apply as a solo applicant, the project applicant must submit a Solo Applicant Project Application in e-snaps by the application submission deadline of October 31, 2024 at 8:00 PM EST. Additionally, the solo applicant, Collaborative Applicant, and HUD must take the following steps (See 24 CFR 578.35 for more information):

- (1). Written Notice of Intent to Appeal. The solo applicant must submit a written notice of intent to appeal, with a copy to the CoC, with their funding application.
- (2). No later than 30 days after the date that HUD announces the awards, the solo applicant shall submit in writing, with a copy to the Collaborative Applicant, all relevant evidence supporting its claim. The submission shall be emailed to snapsappeals@hud.gov.
- (3). The CoC has 30 days from the date of its receipt of the solo applicant's evidence to respond to HUD in writing, with a copy to the solo applicant. The submission must be emailed to snapsappeals@hud.gov.
- (4). HUD will notify the solo applicant and the CoC of its decision within 60 days of receipt of the CoC's response.
- (5). If HUD finds that the solo applicant was not permitted to participate in the Continuum of Care planning process in a reasonable manner, then HUD may award a grant to the solo applicant when funds next become available and may direct the Continuum of Care to take remedial steps to ensure reasonable participation in the future. HUD may also reduce the award to the Continuum's applicant(s).

b. Denied or Decreased Funding. Eligible applicants that applied to HUD in response to this NOFO, that were either not awarded funds by HUD, or that requested more funds than HUD awarded, may appeal HUD's decision within 45 days after the final funding announcement. HUD will only consider funding or additional funding based on the CoC's maximum amount available. To appeal HUD's decision, you must submit a written appeal to HUD, with a copy to the authorized representative from the CoC's designated Collaborative Applicant, that must include evidence demonstrating HUD error and follow the instructions for submitting an appeal.

(1) For applicants that were fully denied funding for a grant, you must provide evidence that demonstrates HUD error in not awarding the grant. Your documentation must include:

(a) evidence from the application supporting your claim that the application met project eligibility and project quality; and

(b) evidence that you believe HUD failed to follow its selection priorities set forth in this NOFO that resulted in the project not receiving funding.

(2) If your application was denied funding due to the application being decreased to such a level that the project was no longer feasible, documentation submitted must include:

(a) evidence from the project application supporting your claim that the project application met project eligibility and project quality thresholds set forth in the NOFO; and

(b) evidence that you believe HUD failed to follow its selection priorities set forth in this NOFO that resulted in the application not receiving funding.

(3) If your application was denied funding due to the application score not being high enough due to HUD error, you may appeal the application score and request funding for the project. Documentation submitted must include evidence of HUD error when calculating the application score.

(4) Where HUD determines that a HUD error occurred, and you should have been awarded funding or additional funding, HUD will provide funding from the next available funds and make necessary adjustments by amending the award. HUD will reverse a decision only when you can show that HUD error caused the denial or decrease.

c. Consolidated Plan Certification. An applicant may appeal to HUD a jurisdiction's refusal to provide a certification of consistency with the Consolidated Plan.

(1) Written Appeal. With the application that is submitted by the application submission deadline, you must submit a written appeal that is attached to the application and email a copy of the appeal to the jurisdiction that denied the Certification of Consistency with the Consolidations Plan and send a copy to the authorized representative from the CoC's designated Collaborative Applicant. The written appeal must include the following information:

(a) a copy of your request to the jurisdiction for the Certification of Consistency with the Consolidated Plan; and

(b) a copy of the jurisdiction's response stating the reason(s) the proposed project is not consistent with the jurisdiction's Consolidated Plan in accordance with 24 CFR 91.510(c); and a statement of the reasons why the applicant believes its project is consistent with the jurisdiction's Consolidated Plan.

(2) Jurisdiction's Response. The jurisdiction will have 10 days after the receipt of your written appeal to submit a written response to HUD. The response must be sent by email to snapsappeals@hud.gov on the jurisdiction's letterhead, with a copy to you. The response must include the following information:

(a) an explanation of the reason(s) originally given for refusing to provide the Certification with the Consolidated Plan; and

(b) written rebuttal to any claims made by your in the written appeal.

d. HUD Decision and Notification of Decision.

(1) HUD will review the appeal submissions and provide written notification, by email, of its decision to you and the jurisdiction within 45 days of the date of the receipt of the jurisdiction's response. In making its decision, HUD will consider whether you submitted the request to the appropriate certifying jurisdiction and the reasonableness of the jurisdiction's refusal to provide the certification.

(2) If HUD finds the certifying jurisdiction's refusal to provide the Certification of Consistency with the Consolidated Plan was reasonable, HUD will automatically reject the application. If HUD finds the certifying jurisdiction's refusal to provide a

Certification of Consistency with the Consolidated Plan was unreasonable, HUD will consider the application for funding in accordance with the review standards set forth in this NOFO.

(3) If the jurisdiction failed to provide written reasons for refusal, including the reason(s) why the project is inconsistent with the jurisdiction's Consolidated Plan in its initial response to your request for a certification, HUD will find in your favor without further inquiry or response from the political jurisdiction.

(4) HUD will provide written notification of its decision with 45 days of the date of HUD's receipt of the jurisdiction's response. If the jurisdiction failed to provide a written response, HUD will provide written notification of its decision within 55 days of the date of HUD's receipt of your response.

B. Administrative, National and Departmental Policy Requirements and Terms for HUD Applicants and Recipients of Financial Assistance Awards

Unless otherwise specified, the following requirements apply and are detailed on HUD's Funding Opportunity page in the document titled, "[Administrative, National & Departmental Policy Requirements and Terms for HUD Financial Assistance – 2024](#)." You must review each requirement to ensure compliance is considered when preparing your application materials (e.g., staff, budget, and timeline). Failure to comply with these requirements may impact your ability to receive or retain a financial assistance award from HUD.

1. Compliance with The Fair Housing Act ([42 U.S.C. 3601-3619](#)) and implementing regulations at [24 CFR part 100 et seq](#)
2. Compliance with Title VI of the Civil Rights Act of 1964, [42 U.S.C. 2000d-2000d-4](#)(Nondiscrimination in Federally Assisted Programs) and implementing regulations at [24 CFR part 1](#)
3. Compliance with the Age Discrimination Act of 1975 ([42 U.S.C. 6101-6107](#)) and implementing regulations at [24 CFR part 146](#)
4. Compliance with Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794](#)) and implementing regulations at [24 CFR part 8](#)
5. Compliance with the Americans with Disabilities Act, [42 U.S.C. 12101 et seq](#)
6. Compliance with Affirmatively Furthering Fair Housing (AFFH) requirements, including 24 CFR 5.150 et seq
7. Compliance with Economic Opportunities for Low-and Very Low-income Persons (12 U.S.C. 1701u) requirements, including those listed at [24 CFR part 75](#)
8. Compliance with Improving Access to Services for Persons with Limited English Proficiency (LEP) requirements, including those listed within [Federal Register Notice, FR-4878-N-02](#) (also see [HUD's webpage](#))
9. Compliance with Accessible Technology requirements, including those listed on in [HUD's Policy on Section 508 of the Rehabilitation Act and Accessible Technology](#)

10. Compliance with Equal Access Requirements (e.g., [24 CFR 5.105\(a\)\(2\)](#) and [5.106](#))
11. Compliance with Ensuring the Participation of Small Disadvantaged Business, and Women-Owned Business requirements at [2 CFR 200.321](#)
12. Compliance with Energy Efficient and Sustainable by Design
13. Compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 USC 4601 et seq.) (URA) requirements, [49 CFR part 24](#), and applicable program regulations
14. Compliance with Participation in HUD-Sponsored Program Evaluation
15. Compliance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 CFR part 200](#))
16. Compliance with Drug-Free Workplace requirements ([2 CFR part 2429](#))
17. Compliance with the requirements related to safeguarding resident/client files (e.g., 2 CFR 200.303(e))
18. Compliance with the Federal Funding Accountability and Transparency Act of 2006 ([2 CFR part 170](#)) (FFATA), as amended
19. Compliance with Eminent Domain
20. Compliance with Accessibility for Persons with Disabilities requirements, including 24 CFR parts 8 and 100; 28 CFR part 35
21. Compliance with applicable Violence Against Women Act requirements in the Housing Chapter of VAWA, 34 U.S.C. 12491-12496, 24 CFR part 5, subpart L, and program-specific regulations, if applicable
22. Compliance with Conducting Business in Accordance with Ethical Standards/Code of Conduct, including [2 CFR 200.317](#), [2 CFR 200.318\(c\)](#) and other applicable conflicts of interest requirements
23. Compliance with the [Build America, Buy America \(BABA\) Act](#) procurement requirements
24. Compliance with System for Award Management and Universal Identifier Requirements at [2 CFR part 25](#)
25. Compliance with [section 106\(g\) of the Trafficking Victims Protection Act of 2000 \(TVPA\), as amended \(22 U.S.C. 7104\(g\)\)](#) and implementing regulations at [2 CFR part 175](#) (Award Term for Trafficking in Persons)
26. Compliance with Award Term and Condition for Recipient Integrity and Performance Matters (see [Appendix XII to 2 CFR part 200](#))
27. Compliance with Suspension and Debarment regulations ([2 CFR part 2424](#) and [2 CFR part 180](#))
28. Compliance with environmental justice requirements that apply in accordance with Executive Orders [12898](#) and [14008](#), and OMB Memorandum [M-21-28](#), which implements the *Justice40 Initiative*, section 223 of Executive Order [14008](#).

29. Compliance with [HUD Secretary Fudge’s April 12, 2022 memorandum](#), “Eliminating Barriers That May Unnecessarily Prevent Individuals with Criminal Histories from Participation in HUD Programs”

30. Compliance with equity requirements, including racial equity and underserved communities and LGBTQ+ requirements that apply in accordance with Executive Orders [13985](#), [13988](#), and 14091

31. Compliance with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a contractor, subcontractor, grantee, subgrantee, and personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. (See [Federal Contractor or Grantee Protections | Office of Inspector General, Department of Housing and Urban Development \(hudoig.gov\)](#))

32. Compliance with [2 CFR 200.216, Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment](#) and Executive Orders 14091 and 14110, which includes prohibition on the use of HUD funds to purchase or fund any form of facial or biometric recognition technology for the purpose of surveillance or any other use that may adversely impact equitable access to housing

Environmental Review

Compliance with environmental requirements, including regulations at [24 CFR 50](#) or [58](#):

Notwithstanding 24 CFR 578.31 and 24 CFR 578.99(a) of the Rule, and in accordance with Section 100261(3) of MAP-21 (Pub. L. 112-141, 126 Stat. 405), activities under this NOFO are subject to environmental review by a responsible entity under HUD regulations at 24 CFR part 58 or by HUD under 24 CFR part 50.

1. Two types of projects are Categorically Excluded from review under the National Environmental Policy Act and not subject to the laws and authorities listed under 24 CFR 58.5 (CENST): All scattered-site projects where program participants choose their own unit and are not restricted to units within a pre-determined specific project site or sites are categorized in 24 CFR 58.35(b)(1) as CENST. This includes both tenant-based rental assistance and tenant-based leasing projects where program participants choose their own unit. An Exempt/CENST environmental review determination addressing the laws and authorities at 24 CFR 58.6 is only required for each project, not every unit.
2. For activities under a grant to a recipient other than a state or unit of general local government that generally would be subject to review under 24 CFR part 58, HUD may make a finding in accordance with 24 CFR 58.11(d) and may itself perform the environmental review under the provisions of 24 CFR part 50.
3. Irrespective of whether the responsible entity in accordance with 24 CFR part 58 (or HUD in accordance with 24 CFR part 50) performs the environmental review, the recipient must supply all available, relevant information necessary for the responsible

entity (or HUD, if applicable) to perform for each property any required environmental review. The recipient also must carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternative property.

4. The recipient, its project partners, and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this NOFO, or commit or expend HUD or Non-HUD funds for such eligible activities under this NOFO, until the responsible entity (as defined by 24 CFR 58.2(a)(7)) has completed the environmental review procedures required by 24 CFR part 58 and the environmental certification and Request for Release of Funds (RROF) have been approved or HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the project. HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required), or HUD has completed the environmental review under 24 CFR part 50 and notified the recipient of its approval of the project.

Remedies for Noncompliance

HUD may apply the remedies at [2 CFR 200.339](#) or impose additional conditions to remedy noncompliance with any Federal State, or local statutes, regulations, or terms and conditions of the financial assistance award. If noncompliance cannot be remedied, HUD may terminate a Federal award, in whole or in part, for any of the reasons specified in [2 CFR 200.340](#), Termination.

For more information on CoC Program sanctions and remedies for noncompliance see 24 CFR 578.107.

Acquisition and Relocation Requirements

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and its implementing regulations, implemented through the CoC program via [24 CFR 578.83](#), apply to any acquisition, rehabilitation, or demolition undertaken as part of any project funded under this NOFO. Grantees are thus required to plan for relocation and displacement, provide proper notification and all applicable relocation assistance to residents and owners, comply with acquisition requirements, and keep adequate records of acquisition and relocation activities. Relocation assistance can prove costly, so it's important for grantees to minimize displacement and proactively plan for relocation costs. Grantees are encouraged to contact their [HUD Regional Relocation Specialist](#) with any questions or concerns pertaining to acquisition and relocation compliance and best practices.

Lead-Based Paint Requirements

When providing housing assistance funding for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing ([24 CFR part 35](#))); and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification ([40 CFR part 745](#))).

When providing education or counseling on buying or renting housing that may include pre-1978 housing under your HUD award you must inform clients of their rights under the Lead

Disclosure Rule ([24 CFR part 35, subpart A](#)), and, if the focus of the education or counseling is on rental or purchase of HUD-assisted pre-1978 housing, then you must also inform clients of the Lead Safe Housing Rule (subparts B, R, and, as applicable, F - M).

C. Reporting

HUD requires recipients to submit performance and financial reports under OMB guidance and program instructions.

1. Recipient Integrity and Performance Matters

You should be aware that if the total Federal share of your Federal award includes more than \$500,000 over the period of performance, the award will be subject to post award reporting requirements reflected in [Appendix XII to 2 CFR part 200, Award Terms and Conditions for Recipient Integrity and Performance Matters](#).

2. Race, Ethnicity and Other Data Reporting

HUD requires recipients that provide HUD-funded program benefits to individuals or families to report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of HUD programs in order to carry out the Department's responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987. These authorities prohibit discrimination in housing and in programs receiving financial assistance from the Department and direct the Secretary to administer the Department's programs and activities in a manner affirmatively to further these policies and to collect certain data to assess the extent of compliance with these policies. Each recipient shall keep such records and submit to the Department timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the Department may determine to be necessary to enable it to ascertain whether the recipient has complied or is complying with 24 CFR parts 1 and 121. In general, recipients should have available for the Department data showing the demographics of beneficiaries of Federally-assisted programs.

HUD will collect this information through the Homelessness Data Exchange (HDX) based on HMIS data submitted by CoCs.

3. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as amended (FFATA)

FFATA requires information on Federal awards be made available to the public via a single, searchable website, which is www.USASpending.gov. Accordingly, each award HUD makes under this NOFO will be subject to the requirements provided by the Award Term in Appendix A to [2 CFR part 170](#), "REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION," unless the Federal funding for the award (including funding that may be added through amendments) is not expected to equal or exceed \$30,000. Requirements under this Award Term include filing subaward information in the Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS.gov) by the end of the month following the month in which the recipient awards any sub-award equal to or greater than \$30,000.

4. Program-Specific Reporting Requirements

- a. In accordance with 24 CFR 578.103, recipients must maintain records within the timeframe required, submit any reports, including those pertaining to race, ethnicity, gender, and disability status that HUD may require. Recipients may report the data as part of their APR submission to HUD. Additionally, project recipients that expend \$750,000 or more in 1 year in federal awards must have a single audit or program-specific audit for that year in accordance with 2 CFR part 200, subpart F.
- b. Section 3 Reporting Regulations. Recipients are required to report their Section 3 activities per 24 CFR 75.25 if funds were awarded for housing rehabilitation, housing construction, and other public construction. See [HUD's Section 3](#) website for additional information including annual reporting requirements.
- c. Award notices may also include requirements for sub-award reporting in compliance with the requirements of the Federal Financial Assistance Accountability and Transparency Act of 2006 (Pub. L. 109-282) (FFATA) and Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009 (Pub. L. 110-417), referred to as "Section 872." See the General Section for further information.

5. Administrative and Other Program Requirements. Federal agencies are required to measure the performance of their programs. HUD captures this information from monitoring visits and APRs.

6. Timeliness Standards. All conditional funds awarded under this NOFO must be obligated by HUD by September 30, 2025 for FY 2023 funds and September 30, 2026, for FY 2024 funds. Obligated funds remain available for expenditure until September 30, 2030, for FY 2023 funds and September 30, 2031 for FY 2024 funds. Obligated funds remain available for expenditure until September 30, 2030, for FY 2023 funds and September 30, 2031 for FY 2024 funds. HUD reserves the right to require an earlier expenditure deadline under a grant agreement. The applicant is expected to initiate the approved project promptly in accordance with the requirements of this Section of the NOFO. Grant terms, and associated grant operations, may not extend beyond the availability of funds. Applicants must plan accordingly and only submit applications that can start operations in a timely manner with sufficient time to complete the post award process within the awarded grant term. Additionally, HUD will take action if the recipient fails to satisfy the timeliness standards found in 24 CFR 578.85.

D. Debriefing

For a period of at least 120 calendar days, beginning 30 calendar days after the public announcement of awards under this NOFO, if requested, HUD will provide a debriefing related to their application. The AOR or the AOR's successor must submit a written request for debriefing via mail or email to the POC in Section VII Agency Contact(s) of this NOFO. Information provided during a debriefing may include the applicant's final score for each rating factor, final evaluator comments for each rating factor, and the final assessment indicating the basis upon which funding was approved or denied.

VII. AGENCY CONTACT(S)

HUD staff will be available to provide clarification on the content of this NOFO. Questions regarding specific program requirements for this NOFO should be directed to the POC listed below.

Name:

Sherri L. Boyd

Phone:

Email:

CoCBUILDS@HUD.GOV

Individuals who are deaf or hard of hearing, as well as individuals who have speech or communication disabilities may use a relay service to reach the agency contact. To learn more about how to make an accessible telephone call, visit the webpage for the [Federal Communications Commission](#).

Note that HUD staff cannot assist applicants in preparing their applications.

VIII. OTHER INFORMATION

1. Compliance of this NOFO with the National Environmental Policy Act (NEPA)

A Finding of No Significant Impact (FONSI) with respect to the environment has been made for this NOFO in accordance with HUD regulations at [24 CFR part 50](#), which implement section 102(2)(C) of the National Environmental Policy Act of 1969 (42 U.S.C.4332(2)(C)). The FONSI is available for inspection at [HUD's Funding Opportunities](#) web page.

2. Web Resources.

- [Affirmatively Furthering Fair Housing](#)
- [Assistance Listing\(formerly CFDA\)](#)
- [Climate Action Plan](#)
- [Climate and Economic Justice Screening Tool \(CEJST\)](#)
- [Code of Conduct Requirements and E-Library](#)
- [Environmental Review](#)
- [Equal Participation of Faith-Based Organizations](#)
- [Fair Housing Rights and Obligations](#)
- [Federal Awardee Performance and Integrity Information System](#)
- [Federal Funding Accountability and Transparency Act \(FFATA\) Subaward Reporting System](#)
- [Grants.gov](#)
- [Healthy Homes Strategic Plan](#)
- [Healthy Housing Reference Manual](#)
- [Historically Black Colleges and Universities \(HBCUs\)](#)
- [HUD's Disability Overview](#)
- [HUD's Strategic Plan](#)
- [HUD Grants](#)
- [HUD Reform Act](#)
- [HUD Reform Act: Hud Implementing Regulations](#)
- [Limited English Proficiency \(LEP\)](#)
- [NOFO Webcasts](#)

- [Procurement of Recovered Materials](#)
- [Promise Zones](#)
- [Rural.gov](#)
- [Rural Partners Network Community Networks](#)
- [Section 3](#)
- [State Point of Contact List](#)
- [System for Award Management \(SAM\)](#)
- [Real Estate Acquisition and Relocation](#)
- [Unique Entity Identifier](#)
- [USA Spending](#)

3. Program Relevant Web Resources

HUD staff will be available to provide general clarification on the content of this NOFO; however, HUD staff are prohibited from assisting any applicant in preparing the application.

- a. Training and Resources. Applicants that need assistance understanding the program requirements under the CoC Program and this NOFO may access the Rule, training materials, and program resources located on the [CoC Program page](#) of HUD's website.
- b. Questions. Applicants that require information and technical support related to this NOFO may submit an inquiry to CoCBuilds@hud.gov

APPENDIX

FY2024 CoC Builds Intent to Apply

Name

Title

Phone

Email

Agency

Agency Address

Agency Website

Tax ID or EIN

Unique Entity Identifier (UEI) Number

Entity Type

Has your agency operated for 3+ years?

Has your agency ever received a federal grant?

Select or enter value ▼

If yes, what type of federal grant?

Please provide a short description of the project.

Where will the project be located?

How many units will the project build?

Describe the quantity of each bedroom type.

What local gaps/needs will this project fill?

Can the project start by 10/01/2025?

Select or enter value ▼

Can the project be completed by 09/30/30?

Select or enter value ▼

Estimated Funding Request


Will the budget include supportive services?

Will the budget include operations?

Match Sources

Send me a copy of my responses

Submit

Powered by  smartsheet
[Privacy Notice](#) | [Report Abuse](#)



City of Greenville, North Carolina

Meeting Date: 09/09/2024

Title of Item: Budget Ordinance Amendment #2 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), and Donations Fund (Ordinance #18-062). Increase City Clerk's FTEs by 0.5 for designated part time staff (no budget impact).

Explanation: Attached for consideration at the September 9, 2024 City Council meeting is an ordinance amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), and Donations Fund (Ordinance #18-062). Increase City Clerk's FTEs by 0.5 for designated part time staff (no budget impact).

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To recognize prior fiscal year 2023-24 encumbrances and carryovers in the City's Operating Funds.	General Health Vehicle Rep FIP Transit Fleet Maint Sanitation Stormwater CVA	\$2,286,907 145,298 4,815,002 726,915 2,777,072 357,550 163,112 403,523 4,215
B	To move funds from Rec & Parks Departmental budget to new Project Management Department.	General	-
C	To recognize funding received for Opioid Settlement Trust.	Special Revenue Grant	52,724
D	To recognize funding received for Wellness Grant within the Police Department.	General	19,360
E	To recognize funding received for NC Tri-Party Grant for NCHFA.	Housing	70,000

F	To appropriate fund balance within the Sanitation fund for replacement vehicles.	Sanitation	1,570,000
G	To recognize funding received for USAR grant.	Special Revenue Grant	94,000
H	To recognize funding received within the Donations fund for the Police Department to purchase backpacks for children.	Donations	2,000
I	To close out projects within the Enterprise Capital Projects Fund.	Enterprise Capital Projects	<47,428,448>

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2024-25 Original Budget</u>	<u>Amendment #2</u>	<u>2024-25 Budget per Amendment #2</u>
General	\$114,624,004	\$2,306,267	\$116,930,271
Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	5,094,474	2,777,072	7,871,546
Fleet Maintenance	6,523,088	357,550	6,880,638
Sanitation	9,492,950	1,733,112	11,226,062
Stormwater	13,514,558	403,523	13,918,081
Housing	1,975,598	140,000	5,115,598
Health Insurance	14,376,386	145,298	14,521,684
Vehicle Replacement	3,601,408	4,815,002	8,416,410
Facilities Improvement	1,200,000	726,915	1,926,915
Special Revenue Grants	15,121,125	226,724	15,347,849
Public Works Capital Projects	61,903,361	-	61,903,361
Recreation & Parks Capital Projects	18,587,552	-	18,587,552
Community Development Capital Projects	19,554,227	-	19,554,227
Occupancy Tax	4,699,328	-	4,699,328
Engineering Capital Projects	65,413,286	-	65,413,286
Fire/Rescue Capital Projects	12,817,183	-	12,817,183
Capital Project Management Fund	500,000	-	500,000
Donations	594,986	2,000	596,986
Enterprise Capital Projects	65,999,744	<47,428,448>	18,571,296
Pitt-Greenville Convention and Visitors Authority (CVA)	2,055,832	4,215	2,060,047

Recommendation: Approve Budget Ordinance Amendment #2 to the 2024-25 City of Greenville

Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), Special Revenue Grant Fund (Ordinance #11-003), and Donations Fund (Ordinance #18-062). Approve increase in City Clerk's FTEs by 0.5 for designated part time staff with no budget impact.

ATTACHMENTS

[BA #2.xlsx](#)

ORDINANCE NO. 24-038
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#2) Amending the 2024-25 Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024),
Special Revenue Grant Fund (Ordinance #11-003), and Donations Fund (Ordinance #18-062)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #2					
	2024-25 Revised Budget	A.	B.	D.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES						
Property Tax	\$ 43,668,004	\$ -	\$ -	\$ -	\$ -	\$ 43,668,004
Sales Tax	31,930,000	-	-	-	-	31,930,000
Video Prog. & Telecom. Service Tax	650,000	-	-	-	-	650,000
Rental Vehicle Gross Receipts	177,000	-	-	-	-	177,000
Utilities Franchise Tax	6,900,000	-	-	-	-	6,900,000
Motor Vehicle Tax	1,706,000	-	-	-	-	1,706,000
Other Unrestricted Intergov't	905,000	-	-	-	-	905,000
Powell Bill	2,400,000	-	-	-	-	2,400,000
Restricted Intergov't Revenues	619,000	-	-	-	-	619,000
Licenses, Permits and Fees	5,545,000	-	-	-	-	5,545,000
Rescue Service Transport	3,500,000	-	-	-	-	3,500,000
Parking Violation Penalties, Leases,	625,000	-	-	-	-	625,000
Other Revenues	1,250,000	-	-	19,360	19,360	1,269,360
Interest on Investments	3,600,000	-	-	-	-	3,600,000
Transfers In GUC	8,594,000	-	-	-	-	8,594,000
Appropriated Fund Balance	2,555,000	2,286,907	-	-	2,286,907	4,841,907
Total Revenues	\$ 114,624,004	\$ 2,286,907	\$ -	\$ 19,360	\$ 2,306,267	\$ 116,930,271
APPROPRIATIONS						
Mayor/City Council	\$ 606,254	\$ 11,247	\$ -	\$ -	\$ 11,247	\$ 617,501
City Manager	3,583,263	13,425	-	-	13,425	3,596,688
City Clerk	440,055	-	-	-	-	440,055
City Attorney	816,242	1,391	-	-	1,391	817,633
Human Resources	3,808,579	53,226	-	-	53,226	3,861,805
Information Technology	4,614,563	175,160	-	-	175,160	4,789,723
Engineering	6,331,869	359,372	-	-	359,372	6,691,241
Fire/Rescue	21,151,801	66,809	-	-	66,809	21,218,610
Financial Services	3,959,795	28,370	-	-	28,370	3,988,165
Recreation & Parks	10,582,375	205,334	(1,170,000)	-	(964,666)	9,617,709
Police	32,399,318	705,866	-	19,360	725,226	33,124,544
Public Works	8,182,870	539,005	-	-	539,005	8,721,875
Planning & Development	3,001,981	41,147	-	-	41,147	3,043,128
Project Management	-	-	1,170,000	-	1,170,000	1,170,000
Neighborhood & Business Services	2,030,928	86,554	-	-	86,554	2,117,482
OPEB	700,000	-	-	-	-	700,000
Contingency	40,000	-	-	-	-	40,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	(1,950,887)
Total Appropriations	\$ 100,299,006	\$ 2,286,907	\$ -	\$ 19,360	\$ 2,306,267	\$ 102,605,273
OTHER FINANCING SOURCES						
Transfers to Other Funds	\$ 14,324,998	\$ -	\$ -	\$ -	\$ -	\$ 14,324,998
Total Other Financing Sources	\$ 14,324,998	\$ -	\$ -	\$ -	\$ -	\$ 14,324,998
Total Approp & Other Fin Sources	\$ 114,624,004	\$ 2,286,907	\$ -	\$ 19,360	\$ 2,306,267	\$ 116,930,271

Section II: Estimated Revenues and Appropriations. Vehicle Replacement Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	A.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
Transfer from City Departments	\$ 3,601,408	\$ -	\$ -	\$ 3,601,408
Appropriated Fund Balance	-	4,815,002	4,815,002	4,815,002
Total Revenues	<u>\$ 3,601,408</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,416,410</u>
APPROPRIATIONS				
Vehicle Replacement Fund	\$ 3,601,408	\$ 4,815,002	\$ 4,815,002	\$ 8,416,410
Total Appropriations	<u>\$ 3,601,408</u>	<u>\$ 4,815,002</u>	<u>\$ 4,815,002</u>	<u>\$ 8,416,410</u>

Section III: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	A.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000
Appropriated Fund Balance	-	726,915	726,915	726,915
Total Revenues	<u>\$ 1,200,000</u>	<u>\$ 726,915</u>	<u>\$ 726,915</u>	<u>\$ 1,926,915</u>
APPROPRIATIONS				
Facilities Improvement Fund	\$ 1,200,000	\$ 726,915	\$ 726,915	\$ 1,926,915
Total Appropriations	<u>\$ 1,200,000</u>	<u>\$ 726,915</u>	<u>\$ 726,915</u>	<u>\$ 1,926,915</u>

Section IV: Estimated Revenues and Appropriations. Transit Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	A.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
Grant Income	\$ 4,059,974	\$ -	\$ -	\$ 4,059,974
Bus Fare Ticket Sales	200,000	-	-	200,000
Other Revenues	59,500	-	-	59,500
Transfer from General Fund	775,000	-	-	775,000
Appropriated Fund Balance	-	2,777,072	2,777,072	2,777,072
Total Revenues	<u>\$ 5,094,474</u>	<u>\$ 2,777,072</u>	<u>\$ 2,777,072</u>	<u>\$ 7,871,546</u>
APPROPRIATIONS				
Public Transportation	\$ 5,094,474	\$ 2,777,072	\$ 2,777,072	\$ 7,871,546
Total Appropriations	<u>\$ 5,094,474</u>	<u>\$ 2,777,072</u>	<u>\$ 2,777,072</u>	<u>\$ 7,871,546</u>

Section V: Estimated Revenues and Appropriations. Fleet Maintenance Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	A.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
Fuel Markup	\$ 1,804,460	\$ -	\$ -	\$ 1,804,460
Labor Fees	2,200,767	-	-	2,200,767
Parts Markup	1,738,362	-	-	1,738,362
Commercial Labor Markup	729,499	-	-	729,499
Other Revenues	50,000	-	-	50,000
Appropriated Fund Balance	-	357,550	357,550	357,550
Total Revenues	\$ 6,523,088	\$ -	\$ -	\$ 6,880,638
APPROPRIATIONS				
Fleet Maintenance Fund	\$ 6,523,088	\$ 357,550	\$ 357,550	\$ 6,880,638
Total Appropriations	\$ 6,523,088	\$ 357,550	\$ 357,550	\$ 6,880,638

Section VI: Estimated Revenues and Appropriations. Stormwater Management Utility Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	A.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
Utility Fee	\$ 11,284,300	\$ -	\$ -	\$ 11,284,300
Appropriated Fund Balance	2,230,258	403,523	403,523	2,633,781
Total Revenues	\$ 13,514,558	\$ 403,523	\$ 403,523	\$ 13,918,081
APPROPRIATIONS				
Stormwater Maintenance	\$ 13,514,558	\$ 403,523	\$ 403,523	\$ 13,918,081
Total Appropriations	\$ 13,514,558	\$ 403,523	\$ 403,523	\$ 13,918,081

Section VII: Estimated Revenues and Appropriations. Housing Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	E.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
CDBG Grant Income	\$ 1,037,668	\$ -	\$ -	\$ 1,037,668
HOME Grant Income	565,103	-	-	565,103
Transfer from General Fund	372,827	70,000	70,000	442,827
NC Tri-Party Grant	-	70,000	70,000	70,000
Total Revenues	\$ 1,975,598	\$ 140,000	\$ 140,000	\$ 2,115,598
APPROPRIATIONS				
Personnel	\$ 552,128	\$ -	\$ -	\$ 552,128
Operating	1,423,470	140,000	140,000	1,563,470
Total Appropriations	\$ 1,975,598	\$ 140,000	\$ 140,000	\$ 2,115,598

Section VIII: Estimated Revenues and Appropriations. Health Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	A.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
City Contribution	\$ 11,161,697	\$ -	\$ -	\$ 11,161,697
Other Agencies	1,103,731	-	-	1,103,731
Retiree Contributions	1,327,544	-	-	1,327,544
Other Revenues	4,246	-	-	4,246
Insurance Company Refund/Reimbursement	240,000	-	-	240,000
Appropriated Fund Balance	539,168	145,298	145,298	684,466
Total Revenues	\$ 14,376,386	\$ 145,298	\$ 145,298	\$ 14,521,684
APPROPRIATIONS				
City Claims	\$ 12,246,022	\$ -	\$ -	\$ 12,246,022
Library Claims	230,602	-	-	230,602
CVA Claims	58,218	-	-	58,218
Housing Authority Claims	896,878	-	-	896,878
Airport Claims	195,338	-	-	195,338
Retiree Claims	653,383	-	-	653,383
Other Expenses	95,945	145,298	145,298	241,243
Total Appropriations	\$ 14,376,386	\$ 145,298	\$ 145,298	\$ 14,521,684

Section IX: Estimated Revenues and Appropriations. Sanitation Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	A.	F.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES					
Refuse Fees	\$ 8,526,000	\$ -	\$ -	\$ -	\$ 8,526,000
Cart and Dumpster	225,000	-	-	-	225,000
Other Revenues	103,600	-	-	-	103,600
Appropriated Fund Balance	638,350	163,112	1,570,000	1,733,112	2,371,462
Total Revenues	\$ 9,492,950	\$ 163,112	\$ 1,570,000	\$ 1,733,112	\$ 11,226,062
APPROPRIATIONS					
Sanitation Fund	\$ 9,492,950	\$ 163,112	\$ 1,570,000	\$ 1,733,112	\$ 11,226,062
Total Appropriations	\$ 9,492,950	\$ 163,112	\$ 1,570,000	\$ 1,733,112	\$ 11,226,062

Section X: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Revised Budget	C.	G.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES					
Special Fed/State/Loc Grant	\$ 11,735,977	\$ 52,724	\$ 94,000	\$ 146,724	\$ 11,882,701
CARES Act Funding	1,526,923	-	-	-	1,526,923
Transfer From General Fund	1,722,911	80,000	-	80,000	1,802,911
Transfer From Pre-1994 Entitlement	27,419	-	-	-	27,419
Transfer from Other Funds	107,895	-	-	-	107,895
Total Revenues	\$ 15,121,125	\$ 132,724	\$ 94,000	\$ 226,724	\$ 15,347,849
APPROPRIATIONS					
Personnel	\$ 2,306,650	\$ -	\$ -	\$ -	\$ 2,306,650
Operating	6,304,186	-	-	-	6,304,186
Capital Outlay	2,006,385	-	-	-	2,006,385
Transfers	27,419	-	-	-	27,419
COVID-19	1,526,923	-	-	-	1,526,923
Rural Housing Recovery Grant	350,000	-	-	-	350,000
Environmental Enhancement Grant	150,935	-	-	-	150,935
STAR Grant	330,000	-	-	-	330,000
Governor's Crime Commission Grant 22	24,500	-	-	-	24,500
Governor's Crime Commission Grant 23	22,900	-	-	-	22,900
COPS Community Policing Development	175,000	-	-	-	175,000
Justice Assistance Grant 2022	55,135	-	-	-	55,135
Justice Assistance Grant 2023	53,522	-	-	-	53,522
Project Lucky - Job Creation Grant	100,000	-	-	-	100,000
Opioid Settlement Trust	368,153	132,724	-	132,724	500,877
Energy Efficient Conservation Block Grant	146,850	-	-	-	146,850
Assistance to Fire Fighters Grant	297,567	-	-	-	297,567
USAR	-	-	94,000	94,000	94,000
Transfer to Other Funds	875,000	-	-	-	875,000
Total Appropriations	\$ 15,121,125	\$ 132,724	\$ 94,000	\$ 226,724	\$ 15,347,849

Section XI: Estimated Revenues and Appropriations. Donations Fund, of Ordinance #18-062 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Revised Budget	H.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
Restricted Intergov/Donations	\$ 391,698	\$ 2,000	\$ 2,000	\$ 393,698
Transfer From General Fund	203,288	-	-	203,288
Total Revenues	\$ 594,986	\$ 2,000	2,000	\$ 596,986
APPROPRIATIONS				
Mayor & City Council	\$ 550	-	-	\$ 550
Financial Services	1,336	-	-	1,336
Police	74,681	2,000	2,000	76,681
Fire / Rescue	20,202	-	-	20,202
Community Development	3,270	-	-	3,270
Recreation & Parks	494,947	-	-	494,947
Total Appropriations	\$ 594,986	\$ 2,000	2,000	\$ 596,986

Section XII: Estimated Revenues and Appropriations. Enterprise Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Revised Budget	I.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
Spec Fed/State/Local Grants	\$ 5,643,975	\$ (195,490)	\$ (195,490)	\$ 5,448,485
State Revolving Loans	16,340,571	(16,340,571)	(16,340,571)	-
Bond Proceeds/Town Creek Culvert	26,199,712	(26,199,712)	(26,199,712)	-
Transfer from Other Funds	17,815,486	(4,692,675)	(4,692,675)	13,122,811
Total Revenues	\$ 65,999,744	\$ (47,428,448)	\$ (47,428,448)	\$ 18,571,296
APPROPRIATIONS				
Stormwater Drain Maint Improvement	\$ 1,281,000	\$ (1,281,000)	\$ (1,281,000)	-
Town Creek Culvert Project	35,503,387	(35,503,387)	(35,503,387)	-
Watershed Masterplan Project	12,436,632	(12,436,632)	(12,436,632)	-
South Elm Culvert Replacement	8,124,903	527,060	527,060	8,651,963
Cedar Greenbriar	-	1,240,000	1,240,000	1,240,000
St. Andrews Streambank	627,879	-	-	627,879
Corey Road Detention	8,025,943	25,511	25,511	8,051,454
Total Appropriations	\$ 65,999,744	\$ (47,428,448)	\$ (47,428,448)	\$ 18,571,296

Section XIII: Estimated Revenues and Appropriations. Pitt-Greenville Convention and Visitors Authority Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	A.	Total Amend #2	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
Coccupancy Tax (2%)	\$ 996,832	\$ -	\$ -	\$ 996,832
Coccupancy Tax (1%)	498,416	-	-	498,416
Capital Reserve	300,000	-	-	300,000
Investment Earnings	584	-	-	584
Appropriated Fund Balance	110,000	4,215	4,215	114,215
County ARPA Funds	150,000	-	-	150,000
Total Revenues	\$ 2,055,832	\$ 4,215	4,215	\$ 2,060,047
APPROPRIATIONS				
Pitt-Greenville Convention and Visitors Authority	\$ 2,055,832	\$ 4,215	\$ 4,215	\$ 2,060,047
Total Appropriations	\$ 2,055,832	\$ 4,215	\$ 4,215	\$ 2,060,047

Section XIV: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 09th day of September, 2024

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk