

Agenda

Greenville City Council

August 11, 2025 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 Marion Blackburn
- III. Pledge of Allegiance
- IV. Roll Call
- V. Approval of Agenda
- VI. 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.

VII. Consent Agenda

- 1. Resolution Amending the City of Greenville Personnel Policies
- 2. Resolution Approving an Interlocal Agreement with Pitt County (Pitt Area Transit System) Relating to Providing Paratransit Transportation Services Within the Territorial

Jurisdiction of the City of Greenville

- 3. Resolution to Grant the North Carolina Department of Transportation (NCDOT) a Permanent Utility Easement across Homestead Memorial Gardens Cemetery
- 4. Resolution Accepting Dedication of Rights-of-Way and Easements for Barrington Fields, Section 3
- 5. Delegation of Authority for Acquisition of Property Related to the 50-in-10 Affordable Housing Project
- 6. Resolution Authorizing the Police Department to Apply for a Governor's Highway Safety Program Grant for Traffic Safety
- 7. Resolution Authorizing the Police Department to Apply for a Governor's Highway Safety Program Grant for BikeSafe Regional Coordinator
- 8. Authorization to Apply for United States Tennis Association (USTA) Tennis Venue Services Grant
- 9. Creation of the City of Greenville Special Projects Charitable Gift Fund
- 10. Ordinance Approving Fiscal Year 2025-2026 Capital Reserve Fund Designations
- 11. Various Tax Refunds Greater Than \$100

VIII. New Business

Public Hearings

12. 2025-2026 Annual Action Plan Public Hearing

Other Items of Business

- 13. Ordinance Amending City Code Section 12-1-2 to Allow the Sale, Service, Possession, and Consumption of Malt Beverages and Unfortified Wine Upon Designated Portions of Sheppard Memorial Library and Other Clarifications to Ordinance
- 14. Ordinance to Amend the Manual of Fees to Update Fire & Rescue Fees
- 15. Contract Award for Professional Services for the Joint City/GUC Employee Classification and Compensation Study
- 16. Budget Ordinance Amendment #1 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Facilities Improvement Fund (Ordinance #25-020), Housing Fund (Ordinance #24-038), Affordable Housing Fund (Ordinance #24-038), Recreation & Parks Capital Project Fund (Ordinance #17-024), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Special Revenue Grant Fund (Ordinance #11-003), and Community Development Capital Projects Fund (Ordinance #17-024)

- IX. Review of August 14, 2025, City Council Agenda
- X. City Manager's Report
- **XI.** Comments from Mayor and City Council
- XII. Adjournment



Meeting Date: 08/11/2025

<u>Title of Item:</u> Resolution Amending the City of Greenville Personnel Policies

Explanation: The proposed resolution amends the following Articles and Sections of the City's Personnel Policies as follows, with changes shown in red and as strikethroughs:

Article VII. Employee Benefits

Section 18.0 Computer Employee Purchase Program

Section 18.1: <u>Computer Purchase Program</u>

The Employee Computer Purchase Program (ECPP) is a year-round program designed to encourage employees to become proficient with computer technology, encourage transfer of skills learned to the workplace, and strengthen skills in computer use by facilitating the purchase of computing equipment. The ECPP is an interest-free loan program with a maximum loan amount that can be repaid over a 24-month period through payroll deduction.

The computer equipment allowed for purchase under ECPP includes items such as personal computer, laptop, tablet, software, printer, and other peripherals. Items such as personal software/games are not eligible under the plan.

Only regular full-time employees are eligible to participate and must be in "good standing", i.e. the employee is meeting minimum job requirements and not on a performance improvement plan, the employee is not on probation, and the employee is not subject to current or pending disciplinary action. The employee is eligible to receive only one (1) ECPP loan at a time. Contact the Human Resources Department for additional information regarding the ECPP.

Section 18.2: Wellness Equipment Purchase Program

The Wellness Equipment Purchase Program (WEPP) provides a wellness benefit to eligible employees by supporting personal ownership of wellness equipment. For purposes of this program, wellness equipment is defined as exercise and fitness equipment that is intended to encourage healthy lifestyles and promote general health and wellness. The WEPP is an interest-free loan program with a maximum loan amount that can be repaid over a 24-month period through payroll deduction.

The wellness equipment allowed for purchase under WEPP includes treadmills, ellipticals, indoor rowing machines, and other approved equipment. Personal trainers, training sessions, fitness subscriptions, athletic and other types of clothing and shoes, and other items deemed ineligible are specifically excluded from the WEPP.

Participation in the WEPP is voluntary and, subject to funding availability, is open to all regular full-time employees who are in "good standing", i.e. the employee is meeting minimum job requirements and not on a performance improvement plan, the employee is not on probation, and the employee is not subject to current or pending disciplinary action. The employee is eligible to receive only one (1) WEPP loan at a time. Contact the Human Resources Department for additional information regarding the WEPP.

Article VIII. Leave

Section 4.1: Maximum Accumulation of Vacation Leave

The maximum vacation leave that can be carried forward as of December 31 each year shall be the leave time that can be earned by the employee in two calendar years. After this accumulation, excess vacation leave ean shall be transferred to sick leave, where it ean shall accumulate without limits. Any payments and retirement eredits for accumulated vacation leave at separation shall be subject to the two-year maximum accumulation. At separation, any excess vacation leave beyond that which can be earned by the employee in two calendar years shall be converted to sick leave and used for retirement service credit under the provisions of the Local Governmental Employees' Retirement System.

Fiscal Note:	None
Recommendation:	Adopt the resolution amending the City of Greenville Personnel Policies.
ATTACHMENTS	

Resolution amending the City's Personnel Policies August 11, 2025.pdf

Item #1.

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

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

<u>Section 1</u>. The <u>City of Greenville Personnel Policies</u> is hereby amended by amending the Articles and Sections denoted in the table below to read as follows:

Article Number	Proposed amendments
Article VII	Section 18.0 Employee Purchase Program
(Employee Benefits)	Section 18.1: Computer Purchase Program
	The Employee Computer Purchase Program (ECPP) is a year-round program designed to encourage employees to become proficient with computer technology, encourage transfer of skills learned to the workplace, and strengthen skills in computer use by facilitating the purchase of computing equipment. The ECPP is an interest-free loan program with a maximum loan amount that can be repaid over a 24-month period through payroll deduction.
	The computer equipment allowed for purchase under ECPP includes items such as personal computer, laptop, tablet, software, printer, and other peripherals. Items such as personal software/games are not eligible under the plan.
	Only regular full-time employees are eligible to participate and must be in "good standing", i.e. the employee is meeting minimum job requirements and not on a performance improvement plan, the employee is not on probation, and the employee is not subject to current or pending disciplinary action. The employee is eligible to receive only one (1) ECPP loan at a time. Contact the Human Resources Department for additional information regarding the ECPP.
	Section 18.2: Wellness Equipment Purchase Program
	The Wellness Equipment Purchase Program (WEPP) provides a wellness benefit to eligible employees by supporting personal ownership of wellness equipment. For purposes of this program, wellness equipment is defined as exercise and fitness equipment that is intended to encourage healthy lifestyles and promote general health and wellness. The WEPP is an interest-free loan program with a maximum loan amount that can be repaid over a 24-month period through payroll deduction.
	The wellness equipment allowed for purchase under WEPP includes treadmills, ellipticals, indoor rowing machines, and other approved

Article Number	Proposed amendments
	equipment. Personal trainers, training sessions, fitness subscriptions, athletic and other types of clothing and shoes, and other items deemed ineligible are specifically excluded from the WEPP.
	Participation in the WEPP is voluntary and, subject to funding availability, is open to all regular full-time employees who are in "good standing", i.e. the employee is meeting minimum job requirements and not on a performance improvement plan, the employee is not on probation, and the employee is not subject to current or pending disciplinary action. The employee is eligible to receive only one (1) WEPP loan at a time. Contact the Human Resources Department for additional information regarding the WEPP.
Article VIII (Leave)	Section 4.1: Maximum Accumulation of Vacation Leave
(Loave)	The maximum vacation leave that can be carried forward as of December 31 each year shall be the leave time that can be earned by the employee in two calendar years. After this accumulation, excess vacation leave shall be transferred to sick leave, where it shall accumulate without limits. Any payments for accumulated vacation leave at separation shall be subject to the two-year maximum accumulation. At separation, any excess vacation leave beyond that which can be earned by the employee in two calendar years shall be converted to sick leave and used for retirement service credit under the provisions of the Local Governmental Employees' Retirement System.

 $\underline{Section\ 2}. \qquad \text{All inconsistent provisions of former resolutions or policies are hereby repealed}.$

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

ADOPTED this the 11th day of August, 2025.

P.J. Connelly, Mayor
F.3. Confidency, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk

Doc. #1206901



Meeting Date: 08/11/2025

<u>Title of Item:</u> Resolution Approving an Interlocal Agreement with Pitt County (Pitt Area

Transit System) Relating to Providing Paratransit Transportation Services

Within the Territorial Jurisdiction of the City of Greenville

Explanation: Greenville Area Transit (GREAT) provides safe and reliable fixed-route bus

service to residents and visitors of Greenville. GREAT contracts with Pitt

County's Pitt Area Transit System (PATS) to provide complementary paratransit transportation services for passengers who are unable to access and ride GREAT buses due to a disability in the designated service area within 0.75 miles of a GREAT fixed bus route. An Interlocal Agreement with Pitt Area Transit will provide ADA passengers with curb-to-curb services to assist them in getting to their destinations safely. GREAT has partnered with PATS for over 20 years.

Fiscal Note: The City will pay PATS on a reimbursement basis for rides that begin and end

within the designated service area. The reimbursement shall be based on the payment structure outlined in Section 2.b.iii. of the Interlocal Agreement. Funds

are provided within the Transit Division budget with a FY 26 budget of

\$350,000. This contract is reimbursed by the Federal Transit Administration's (FTA) 5307 fund, with a federal reimbursement of 80% of the total costs of this

contract.

Recommendation: Approve the resolution authorizing the Interlocal Agreement with Pitt County

(Pitt Area Transit System) relating to providing paratransit transportation services within the territorial jurisdiction of the City of Greenville, NC.

ATTACHMENTS

	Resolution for	Interlocal Agreemen	t with Pitt	County for	Paratransit	Services	PATS 2	2025-
20	026.DOCX							

☐ PATS and GREAT Contract signed by Pitt County.pdf

RESOLUTION NO.	
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RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
APPROVING AN INTERLOCAL AGREEMENT WITH PITT COUNTY RELATING TO
PROVIDING PARATRANSIT TRANSPORTATION SERVICES WITHIN THE
TERRITORIAL JURISDICTION OF THE CITY OF GREENVILLE, NC

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

WHEREAS, the City desires assistance with paratransit transportation services in a defined geographic region;

WHEREAS, the County possesses the expertise, equipment, commercial vehicles, and experience to assist the City in such capacity; 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 Pitt County be and is hereby approved, said Agreement relating to Pitt County providing paratransit transportation services within the territorial jurisdiction of the City of Greenville, NC.

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

This the day of, 2025.	
	PJ Connelly, Mayor
ATTEST:	
Valerie Shiuwegar, City Clerk	

INTERLOCAL AGREEMENT BETWEEN PITT COUNTY

PITT COUNTY AREA TRANSIT SYSTEM (PATS)

AND

CITY OF GREENVILLE, NC GREENVILLE AREA TRANSIT (GREAT) BUS SYSTEM

WITNESSETH:

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers the City of Greenville and 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;

WHEREAS, the City desires assistance with paratransit transportation services in a defined geographic region; and

WHEREAS, the County possesses the expertise, equipment, commercial vehicles and experience to assist the City in such capacity; 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, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Recitals and Purpose</u>. The Recitals are incorporated into this Agreement, and the purpose of this Agreement is to establish the terms and conditions under which the County will provide paratransit transportation services for the City. This will allow, among other things, for the City to rely on the expertise and experience of the County to provide transportation assistance.
- 2. Responsibilities of the Parties.
 - a. Pitt County agrees to:

- i. Provide paratransit transportation as a fixed-route service for eligible clients, as further described in Exhibit A attached hereto and incorporated by reference.
- ii. Invoice the City within thirty (30) days of the end of each month for transportation services provided pursuant to this Agreement. Such an invoice shall include reports and data, as required in Exhibit A.
- iii. County shall take all steps and actions necessary to achieve the purposes of this Agreement.
- b. City of Greenville, NC agrees to:
 - i. Review client applications for services for eligibility and approval.
 - ii. Provide County with the identified service area.
 - iii. Pay County monthly for each ride rendered under this Agreement, at a rate of eighteen dollars and zero cents (\$18.00) per ride *less* the supplemental fare payment paid by the City's client. The City's client will be responsible for the supplemental fare payable to County which is equal to two times the current "Regular One-Way" bus fare for fixed-route bus service. For example, if the "Regular One-Way" bus fare is one dollar and twenty-five cents (\$1.25), the supplemental fare payable to the County by the City's client is two dollars and fifty cents (\$2.50), with City paying the remaining fifteen dollars and fifty cents (\$15.50), for a combined rate of eighteen dollars and zero cents (\$18.00) per ride. However, if City is operating its fixed-route service without charging a fare ("fare-free), the City shall pay County a flat rate of eighteen dollars and zero cents (\$18.00) per ride rendered under this Agreement.
 - iv. Remit payment for undisputed amounts to the County within 45 days upon receipt and review of an invoice and report for services rendered during the invoice period.
 - v. City shall take all steps and actions necessary to achieve the purposes of this Agreement.
- 3. <u>Termination for Convenience</u>. The County or the City may terminate this Agreement without cause at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. If the Agreement is terminated as provided herein, the County will be paid for all services performed upon receipt and review by the City of an invoice and reports, as required herein.
- 4. <u>Termination for Cause</u>. The County or the City may immediately terminate this Agreement with cause in the event of a breach of the terms of this Agreement by providing written notice from the terminating party to the non-terminating party. In that event, County and the City reserve all rights and remedies available to it under the applicable laws and regulations with respect to this Agreement.
- 5. <u>Term.</u> This Agreement shall commence on the date written above and shall continue through June 30, 2026.

- 6. Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.
- 7. <u>Assignment</u>. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.
- 8. <u>Independent Contractor</u>. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that the City is not eligible for any County employee benefits whatsoever and does not possess any rights or privileges as generally established for the County's employees.
- 9. Third Party Beneficiary. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.
- 10. <u>Costs and Taxes</u>. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.
- 11. <u>Notice</u>: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Pitt County:

City of Greenville, NC:

Attn: County Manager 1717 West 5th Street Greenville, NC 27834 Attn: City Manager 200 W. 5th Street Greenville, NC 27834 Each party shall keep the other party informed of its current address at all times.

- 12. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party. The City agrees that it will comply with all applicable federal, state and local laws, rules, regulations, and ordinances in addition to those specifically noted herein.
- 13. Modification. This Agreement may only be modified in writing and executed by both parties.
- 14. <u>Indemnification</u>. Each party shall indemnify and hold the other harmless from and against any and all loss, damage, cost or expense caused by the negligent or wrong act or omission of any employee of the indemnifying party. Except as permitted by law, neither party shall be liable to the other for any indirect, special, incidental, consequential, or punitive damages.
- 15. <u>Representations and Warranties</u>. The Parties each represent, covenant and warrant for the other's benefit as follows:
 - a. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. 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.
- 16. <u>Force Majeure</u>. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, pandemics, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw

materials or requirements or regulations of the United States government or any other civil or military authority.

- 17. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.
- 18. <u>Dispute Resolution</u>. In the event of a 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.
- 19. <u>Waiver</u>. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.
- 20. <u>Regulatory Authority</u>. Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority.
- 21. <u>Nondiscrimination</u>. County, its assignees and successors in interest, further 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 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
- 22. <u>Further Actions</u>. The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.
- 23. <u>Counterparts and Facsimiles</u>. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.
- 24. <u>Headings</u>. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

- 25. E-Signature Authority. The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.
- 26. E-verify. Pursuant to North Carolina General Statute 143-133.3 and related state and federal laws, the undersigned hereby certifies that the City named herein, and the City's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

[Signatures on following page]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.

	Pitt County:
	By: gan Millat
	City of Greenville, NC:
	By:
Approved as to form The Manual Share County Attorney	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. County Finance Officer
Approved as to form	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
City Attorney	City Finance Officer

EXHIBIT A

County shall provide the following services:

- 1. Paratransit transportation services to clients approved for eligibility by the City within the identified service area and hours of operation provided by the City.
- 2. Submit monthly invoices for services rendered during the invoice period.
- 3. Collect data and maintain reports of detailed information regarding each service rendered, including, but not limited to, data identified in the chart below, for inclusion with each invoice submitted for payment.

DATE	TRIP	RIDER		TO	TIME		Miles	Hours	Fare
			(Address)	(Address)	of Pick-	of			Total
					Up	Drop-			
						off			

- 4. Reports shall, at minimum, include the following:
 - a. No Show Report A report of rides booked by City clients with details of rides not taken by a client at the time of service ("no show") or not canceled by the client by the required cancellation deadline.
 - b. Ride Detail Report A report of all rides booked by City clients with details on each client's rides during that month, including origination and destination locations, begin and end odometer, distance, and duration of service.
 - c. Detail Billing Report A report of all rides booked by City clients with details on each client's rides during that month, including origination and destination locations, if the client ride was determined a "no show" or "not ready", and/or if an escorted rider was included in the booking.



Meeting Date: 08/11/2025

Title of Item:

Resolution to Grant the North Carolina Department of Transportation (NCDOT) a Permanent Utility Easement across Homestead Memorial Gardens Cemetery

Explanation:

The NCDOT desires to construct and maintain a utility facility through and across Homestead Memorial Gardens Cemetery located at 4251 E. 10th Street, parcel #41554. The location will be 0.002 acres in size and approximately 25 feet from the main entrance to the cemetery.

The permanent utility easement (PUE) is for the installation and maintenance of utilities by the NCDOT for purposes authorized by the law.

The NCDOT shall have the right to construct a utility line or lines with all the necessary pipes, poles, and appurtenances, as well as properly maintain the utility easement. Maintenance of the utility easement will include cutting away vegetation and other obstructions to keep line(s) clear and to cut, fill, and remove any vegetation that may become tall enough to endanger line(s) to other facility within the utility easement.

Further, the NCDOT shall have the right to enter the utility easement by vehicle, equipment, and by walking at all times for the purpose of inspecting line(s) and making any necessary repairs or alterations.

Fiscal Note:

NCDOT agrees to compensate the City of Greenville in the amount of \$600.

Recommendation:

City Council to approve the resolution to grant NCDOT a permanent utility

easement at Homestead Memorial Gardens Cemetery.

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☐ Agenda packet for PUE at Homestead.pdf

RESOLUTION NO.

RESOLUTION AUTHORIZING THE GRANTING OF PERMANENT UTILITY EASEMENT (PEU) TO NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WHEREAS, the North Carolina Department of Transportation (NCDOT) desires to construct and maintain a utility facility through and across Homestead Memorial Gardens Cemetery, located at 4251 E. 10th Street, parcel 41554;

WHEREAS, the City of Greenville owns parcel 41554, which is in the project area required by NCDOT for access as part of the project;

WHEREAS, the location will be .002 acres in size and approximately 25 feet from the main entrance of the cemetery;

WHEREAS, N.C.G.S § 160A-273 authorizes the City to grant easements across city property;

WHEREAS, the Permanent Utility Easement (PUE) is for the installation and maintenance of utilities by the NCDOT for purposes authorized by law; and

WHEREAS, NCDOT has agreed to compensate the City of Greenville in the amount of six hundred dollars (\$600.00);

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, as follows:

Section 1. That the City Council of the City of Greenville does hereby approve the granting of easement to North Carolina Department of Transportation for the purpose and amount stated.

Section 2. That the Mayor and City Clerk be and are hereby authorized to execute the appropriate instruments necessary to grant the easement to North Carolina Department of Transportation.

Adopted this 11th day of August, 2025.

	P. J. Connelly, Mayor
ATTEST:	
Valerie Shiuwegar, City Clerk	

Revenue Stamps \$ NTC PERMANENT UTILITY EASEMENT
THIS INSTRUMENT DRAWN BY Yvonne Radford CHECKED BY Dennis Peebles, Jr.
RETURN TO: Division 2 Right of Way Office 1430 E. Arlington Blvd. Greenville, NC 27858
NORTH CAROLINA COUNTY OF Pitt TAX PARCEL 41554 TIP/PARCEL NUMBER: U-5785 254 WBS ELEMENT: 44357.2.1 ROUTE: Portertown Road
THIS EASEMENT, made and entered into this the day of 2025 by and between
hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;
WITNESSETH
THAT WHEREAS, the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,
AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,
NOW, THEREFORE, in consideration of said benefits, and further consideration of \$\(\) 600.00 and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a utility facility across and through the property of GRANTORS located in Grimesland
Township, Pitt County, and being more fully described in a deed recorded in Book place. 1530 , Page 549 , Pitt County Registry, said easement being described as follows:
Point of beginning being N 38^18'12.1" E, 49.883 feet from -Y21- Sta 15+00 thence to a point on a bearing of S 51^32'36.6" E 20.000 feet thence to a point on a bearing of N 38^18'12.1" E 4.171 feet thence to a point on a bearing of N 51^41'47.9" W 20.000 feet thence to a point on a bearing of S 38^18'12.1" W 4.117 feet returning to the point and place of beginning. Having an area of approximately 0.002 acres.
FRM7-U Page 1 of 3 Revised 10/29/2024

COUNTY:	Pitt	WBS ELEMENT:	44357.2.1	TIP/PARCEL NO.:	U-5785 254
Register of De	eds for said co		G.S. 136-19.4,	be certified and recorde reference to which plans	
purposes for wo of Transportation upon and through appurtenances inspecting said to cut away an area(s) and to Department of easement area the right to acception outside of the uthey provide somaintain the cuthe permanent underlying fee and for any purity with or disturbly acquisition of the subject propert affected by ot Department of easement(s) significant and through the subject propert affected by ot Department of easement(s)	hich the Depart on and its ager ugh said utility, together with utility line or lind keep clear of cut, fill and rem Transportation (s) ("Danger Tress the utility easement utility shall retain entity shall not be ad	tment of Transportation of the or assigns shall have a easement area(s) at the right at all times are and making all necessarial utility line or lines and its agents or assignees"). The Department assement area(s) and provided that such acrea(s) shall be confined. The Department of the above-description area(s) for addition (s) the right to continue g but not limited to acreat utility easement (s), by its at the subject property of the above-described	In is authorized we the right to come a utility line or a utility line or a to enter said essary repairs a s, all trees and on the premises and on the premises and opinion, to ent of Transportate Danger Trees a cess to the utilitied to then-existing of Transportation of Transportation all working are to use the permises and parking a to use the permises and parking a utility installates (if any) and exist obstruct the s	lation and maintenance of by law to subject the sar onstruct and maintain in lines, with all necessar utility easement area(s) and alterations thereon; to other obstructions inside is that are or may become an and its agents or assist any time and from time ty easement area(s) and in shall also have the right utility easement area(s) and the aduring the above-design provided that such us attions. The Department constitute new control of a sting points of ingress and or appurtenances within ubject property's access	me. The Department a proper manner in, ry pipes, poles and of for the purpose of ogether with the right at the utility easement e tall enough, in The acility within the utility signs shall also have at to time by vehicles, at Danger Trees from increasing to construct and and the right to use scribed project. The rea(s) in any manner se does not interfere of Transportation's access (C/A), and the ad egress (if any) not acceptance by the the permanent utility
DEPARTMENT		the aforestated considers and assigns the follow		RANTORS further hereby areas and interests:	convey to the
None					
This ea	asement is subj	ect to the following pro	ovisions only:		
None					
There	are no conditio	ns to this EASEMENT	not expressed h	nerein.	
successors and hereby warrant	d assigns, and a and covenant ment; and that	the GRANTORS, for the that they are the sole of	nemselves, their owners of the pr	way purposes unto the D heirs, successors, exec operty; that they solely h le to the same against th	utors and assigns, nave the right to
made available compensation said interests a remaining prop acquisition for the Pitt Transportation.	to them. The Coursuant to Artind areas by the erty; for any arche construction Course to the construction course true to the construction course true true true true true true true tru	cle 9, Chapter 136 of the Department of Trans and all claims for interest of Department of Trappunty; and for the past	wledge that the the North Caroli portation and for t and costs; for a sportation Projudd for the transportation of the transportatio	consideration stated here na General Statutes for t or any and all damages to any and all damages cau	the acquisition of the of the value of their used by the 7.2.1 , artment of
subject the san	ie. ———				
RM7-U					

FRM7-U Page 2 of 3 Revised 10/29/2024

COUNTY:	Pitt	WBS ELEMENT: _	44357.2.1	TIP/PARCEL NO.:	U-5785 254		
IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated, has caused this instrument to be signed in its corporate name by its Mayor, its corporate seal hereto affixed, and attested by its City Clerk, by order of the City of Greenville Council this the day and year first above written. This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.							
			City	of Greenville, a Munici the State of North			
	(CORPOR	ATE SEAL)		Connelly, Mayor of Greenville			
ATTEST: Valerie Shiuw City of Green	egar, Clerk of th		D FOR THE DE	EPARTMENT OF TRANS	SPORTATION BY:		
(Officia	al Seal)	Greenville duly sworn, says that Greenville MAYOR of is the CLERK of the MAYOR OF said CITY of said Valerie S all by order of the Ci Greenville instrument, and that CITY of Gree Witness my	person pe	orth Carolina, certify that CLERK nally came before me this common seal of the Class acquainted with P.J. nd that she	TY OF Connelly alerie Shiuwegar Ind saw the said and the seal of estrument by the Greenville Y of of said of the said		
			140tary i ubiic				

My commission expires:

AGREEMENT FOR ENTRY – SETTLEMENT WITH PERMANENT UTILITY EASEMENT RIGHTS

Prepared By: Trevor Creech **RETURN TO:** Carolina Land Acquisitions, Inc. 104 East Vance Street Zebulon, NC 27597 STATE OF NORTH CAROLINA TIP/PARCEL NO.: U-5785 254 COUNTY WBS ELEMENT 44357.2.1 THIS AGREEMENT made this of _ , <u>2025</u> , by City of Greenville, a Municipal Corporation of the State of North Carolina 200 West 5th Street, Greenville, NC 27858 (hereinafter referred to as "Owners"); and the Department of Transportation, an Agency of the State of North Carolina (hereinafter referred to as the "Department"); WITNESSETH It is hereby acknowledged that by instrument dated , the undersigned Owners reached an agreement with the Department to settle the right of way claim for the highway project for the WBS Element referenced above. This instrument includes a description of property rights to be conveyed to the Department in fee simple and/or by easement. The property to be conveyed is further delineated upon the plans for this highway project.

By execution of this Agreement, the undersigned Owners hereby agree and consent to allow the Department, its employees, officials, agents, assigns, and contractors, as well as utility companies and all others deemed necessary by the Department, to enter upon that property to be conveyed to the Department for the purpose of carrying out the work, construction, utility relocations or utility encroachments for this highway project. It is expressly understood that this right of entry shall not be deemed a trespass on, or taking of, the Owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

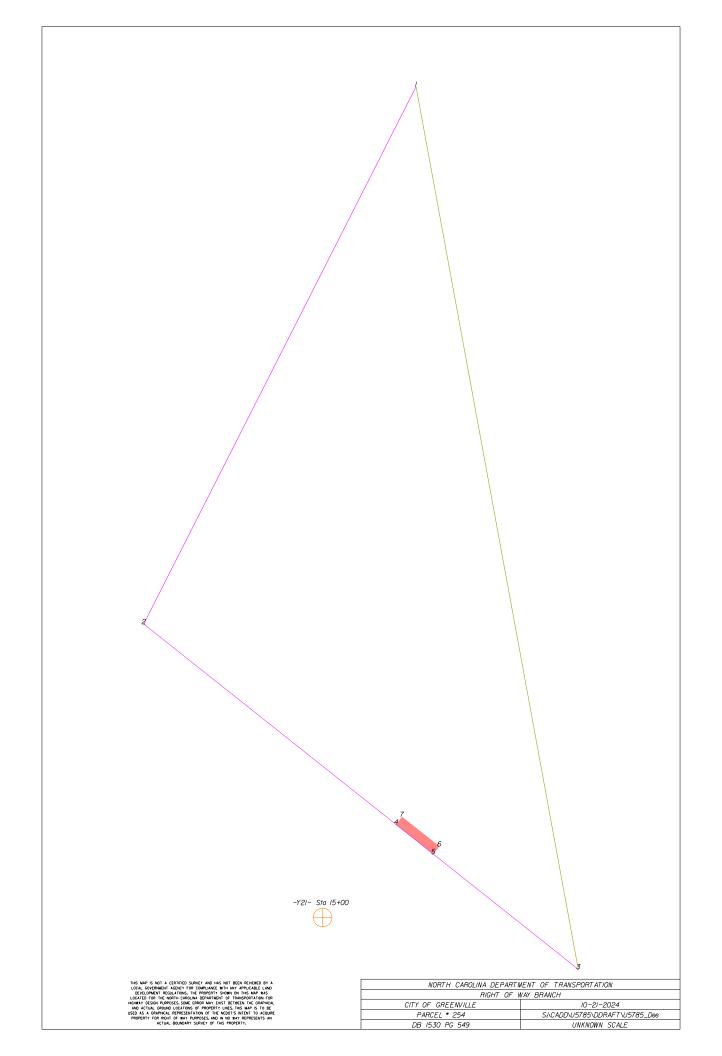
It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement, if any, shown on the DEPARTMENT's plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

This Agreement terminates upon recordation of the deed conveying the above-referenced right of way and/or easement(s), or upon the recording of a Memorandum of Action as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

TIP/PARCEL NO.: <u>U-5</u>	5785 <u>254</u>	COUNTY:	<u>Pitt</u>
caused this instrument to be		e name by its	esolution dated, has a Mayor, its corporate seal hereto affixed, and ncil this the day and year first above written.
		,	City of Greenville, a Municipal Corporation of the State of North Carolina
(CORPC	PRATE SEAL)	F	BY: P.J. Connelly, Mayor City of Greenville
ATTEST: Valerie Shiuwegar, Clerk of City of Greenville		ED FOR THE	E DEPARTMENT OF TRANSPORTATION BY:
(Official Seal)	Greenville duly sworn, says th Greenville MAYOR of is the CLERK of the MAYOR OF said CITY of said Valerie all by order of the O Greenville instrument, and tha CITY of Greenville	lerie Shiuwed hat she know as Greenville e said CITY of Greenville Shiuwegar City of Green and she signet the said inseenville	sign the foregoing, and the seal of was affixed to said instrument by the , CLERK of the CITY of Greenville rille City Council of said CITY of ned her name in attestation of said strument is the act and deed of the said official seal this the day of
	My comm	Notary Pul	

SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO:	City of Green			_		0/2025
	200 West 5 th Greenville, N			TO: Lesse N/A	e, if	Applicable
TID/D				IN/A		
COU	ARCEL NO.: NTY CRIPTION:	Pitt	ER ROAD) AND SR			T: <u>44357.2.1</u> RTOWN ROAD), FROM WEST OF EAST
		ARLINGTON BOULE	VARD TO NC 33 (E	AST 10TH	STR	REET) IN GREENVILLE.
Dear	Property Owne	er:				
the ap any in this pr and, i	oproved apprai acrease or decr roject. The cor	sed value for the appro ease in the fair market ntingent offer of just cor	priate legal comper value of the proper npensation is based	nsable intere ty acquired o d on an anal	st o due lysis	value of the property and is not less than r interests. The approved value disregards to influence caused by public knowledge of of market data, comparable land sales, is form as it contains pertinent income
	Value of Rig	ht of Way to be Acquire	ed		\$	-0-
	Value of Per	manent Easements to	be Acquired		\$	600.00
	Value of Ter	mporary Easement (Re	ntal of Land) to be A	Acquired	\$	-0-
	Value of Imp	provements to be Acqui	red		\$	-0-
	Damages, if	any, to Remainder			\$	-0-
	Benefits, if a	iny, to Remainder		minus	\$	-0-
	TOTAL C	ONTINGENT OFFE	R		\$	600.00
which East ′	-0- acres is be 10 th Street. Bei	eing acquired as right of ng Acquired is a Perma	f way, leaving appro nent Utility Easeme	oximately 29 ent containin	.730 ig ap	ts and appurtenances described below:
retent (C) S	ion value, with	the stipulation that you	remove them from ent the portion of you	the acquisit ur property o	ion a	ourchase these improvements for a area at no expense to the Department. sidered to be an uneconomic remnant or nt offer would be: \$ N/A .
Pleas being with a	e note that any environmental	contingent offer to pur ly clean prior to the cor he appropriate environi	chase a remnant/bu	uildable lot is partment. Y	s coi ou n	nditioned upon the remnant/buildable lot nay be required to provide the Department minants have been remediated and/or
The o	riginal of this fo	orm was handed/mailed on Mai	d, if out of state own rch 20 th		evin 20	Mulligan (Public Works Director) 25 . Owner was furnished a copy of
the Ri	ght of Way Bro	ochure/Owner's Letter.				
l will b	oe available at	your convenience to dis	scuss this matter fu	rther with yo	u. N	My telephone number is 919-375-4619.
Depai North	rtment of Trans	sportation, and any reco artment of Transportat	ommended settleme	ent is not a b	indi	commend settlement to the North Carolina ng contract unless and until accepted by the cuments for conveyance of Right of Way,
					4	ewa Crook
			(Signed)	Tre	evor	Creech - Right of Way Agent

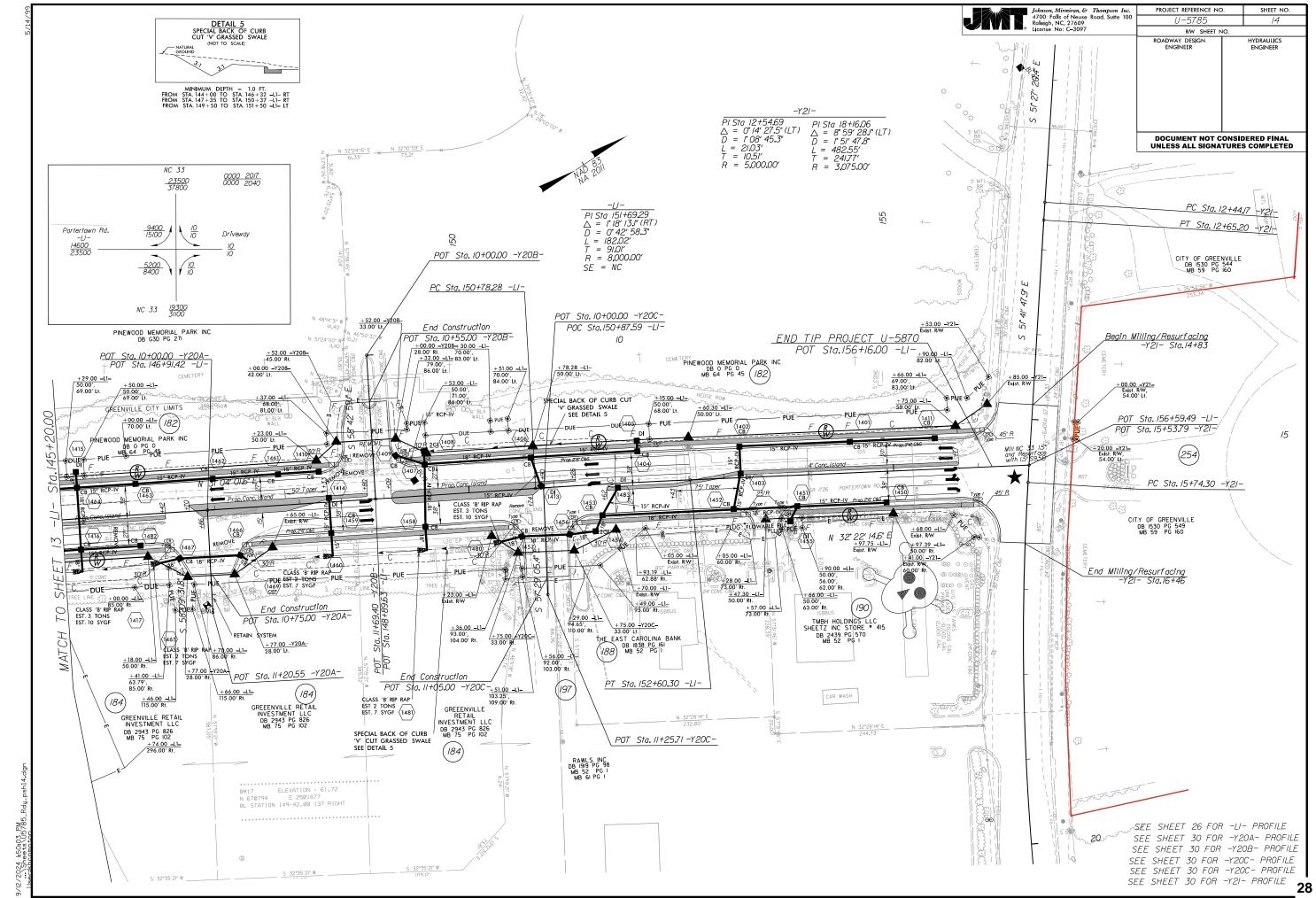


	SOR FT		ACRES		SQR M		HECT ARES		
PUE Left	82.884		0.002		7.700		0.00)/	
FROM - TO		DIST AI	ICE (FT/M)	BEARIN	'G	RADIUS	(FT/M)	CURVE LEN	GTH (FT/M)
-Y2I- Sta 15+00	- 4	49.883	15.204	N 38*18*12	?J" E				
4 - 5		20.000	6.096	S 51°32′36	6.6" E				
5 - 6		4,171	1.271	N 38*18*12	?J" E				
6 - 7		20.000	6.096	N 51°41′47.	9" W				
7 - 4		4,117	1.255	S 38*18*12	2./* W				

TYPE	COUNT	SQR FEET	ACRES
Parcel	/	29010.538	0.666
PUE Left	1	82.884	0.002
ROW Left	0	0.000	0.000
ROW Right	0	0.000	0.000
PDE Left	0	0.000	0.000
PDE Right	0	0.000	0.000
TDE Left	0	0.000	0.000
TDE Right	0	0.000	0.000
TCE Left	0	0.000	0.000
TCE Right	0	0.000	0.000
PUE Right	0	0.000	0.000
TSE Left	0	0.000	0.000
TSE Right	0	0.000	0.000
DUE Left	0	0.000	0.000
DUE Right	0	0.000	0.000
DTE Left	0	0.000	0.000
DTE Right	0	0.000	0.000
AUE_Left	0	0.000	0.000
AUE_Right	0	0.000	0.000
PCE Left	0	0.000	0.000
PCE Right	0	0.000	0.000
TUE Left	0	0.000	0.000
TUE Right	0	0.000	0.000
REM Left	0	0.000	0.000
REM Right	0	0.000	0.000
Other Left	0	0.000	0.000
Other Right	0	0.000	0.000
PE Left	0	0.000	0.000
PE Right	0	0,000	0,000

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A
LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND
DEVELOPMENT REGULATIONS. THE PROPERTY SHOWN ON THIS MAP WAS
LOCATED FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR
HIGHWAY DESIGN PURPOSES, SOME ERROR MAY EXIST BETWEEN THE GRAPHICAL
AND ACTUAL GROUND LOCATIONS OF PROPERTY LINES, THIS MAP IS TO BE
USED AS A GRAPHICAL REPRESENTATION OF THE NCDOT'S INTENT TO ACQUIRE
PROPERTY FOR RIGHT OF MAY PURPOSES, AND IN NO WAY REPRESENTS AN
ACTUAL BOUNDARY SURVEY OF THIS PROPERTY.

NORTH CAROLINA DEPARTA	MENT OF TRANSPORTATION
RIGHT OF V	WAY BRANCH
CITY OF GREENVILLE	10-21-2024
PARCEL * 254	S:\CADD\U5785\DDRAFT\U5785_Dee
DB 1530 PG 549	UNKNOWN SCALE





Meeting Date: 08/11/2025

<u>Title of Item:</u> Resolution Accepting Dedication of Rights-of-Way and Easements for

Barrington Fields, Section 3

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and

easements have been dedicated for Barrington Fields, Section 3 (Map Book 93 at Page 42-43). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat

showing the rights-of-way and easements is also attached.

Fiscal Note: Funds for the maintenance of these rights-of-way and easements are included

within the fiscal year 2025-2026 budget.

Recommendation: City Council adopt the attached resolution accepting dedication of rights-of-way

and easements for Barrington Fields, Section 3.

ATTACHMENTS

COG-#1206070-v1-Barrington_Fields__Sec_3_Resolution.doc

Barrington Fields Section 3 FP24-2.pdf

RESOLUTION NO. A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

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


<u>Section 1</u>. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:


Barrington Fields, Section 3 Map Book 93 at Page 42-43

<u>Section 2</u>. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

<u>Section 3</u>. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 11 th day of August, 2025.	
	P. J. Connelly, Mayor
ATTEST:	
Valerie Shiuwegar, City Clerk	
NORTH CAROLINA PITT COUNTY	
personally came before me this day and acknowleds municipality, and that by authority duly given and a	c for said County and State, certify that Valerie Shiuwegar ged that she is the City Clerk of the City of Greenville, a as the act of the municipality, the foregoing instrument was porate seal, and attested by herself as its City Clerk.
WITNESS my hand and official seal this the	e 11 th day of August, 2025.
	Notary Public
My Commission Expires:	







Meeting Date: 08/11/2025

<u>Title of Item:</u> Delegation of Authority for Acquisition of Property Related to the 50-in-10

Affordable Housing Project

Explanation: Earlier this year, City Council approved the launch of the 50-in-10 Affordable

Housing Project, an initiative aimed at developing 50 affordable homes in West Greenville over the next ten years. As part of this initiative, City staff have been

actively identifying properties that may be suitable for acquisition and

development.

To move this effort forward, staff are beginning outreach to property owners to explore opportunities for acquisition. This may include donations, negotiated

purchases, or other acquisition strategies that align with project goals.

In order to respond effectively as acquisition opportunities arise and maintain momentum on the project timeline, staff requests that City Council authorize the City Manager to purchase properties associated with the 50-in-10 Project, in individual amounts not exceeding \$75,000. Any proposed acquisition that exceeds this threshold will be brought to City Council for review and approval.

Fiscal Note: Funding for property acquisitions may include a combination of federal and non-

federal funds allocated for affordable housing development.

Recommendation: City Council authorize the City Manager to purchase real property for the 50-in-

10 Affordable Housing Project in individual amounts not exceeding \$75,000.



Meeting Date: 08/11/2025

<u>Title of Item:</u> Resolution Authorizing the Police Department to Apply for a Governor's

Highway Safety Program Grant for Traffic Safety

Explanation: The Governor's Highway Safety Program awards agencies grant money for

various needs. The Greenville Police Department received notification that it is eligible to receive funds from the Governor's Highway Safety Program for traffic

safety in the amount of \$26,500.

If approved, the Greenville Police Department will utilize funds for officers to conduct saturation or directed patrols for high-visibility traffic enforcement efforts emphasizing speed-related violations as well as seat belt and child restraint violations. The Greenville Police Department will schedule a minimum of forty (40) hours of overtime each month throughout the grant period with

officers working 4 to 6 hour shifts.

To be reimbursed for funds spent on overtime pay, the Police Department will submit both a monthly traffic enforcement overtime schedule as well as the regular monthly work schedule for personnel assigned to overtime traffic

enforcement activities.

Fiscal Note: The Police Department has the potential to receive grant funding in the amount

of \$26,500 with no City match required.

Recommendation: Staff recommends that City Council approve the resolution and authorize the

Police Department to submit a Governor's Highway Safety Program Grant

application.

Δ	ΓT	Δ	CI	II	Æ	N	Γ S

Resolution.pdf
TrafficSafetyOT-2026.pdf
Agreement of Conditions Rev 2018-05-14.cleaned.pdf

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the				(herein called the	
"Ager	• /	(The Applicant Ager	ncv)		
has c	completed an application co	ntract for traffic safety	funding; and that(The Go		
nas c	ompleted an application of	mitact for traine safety	(The G	overning Body of the Agency)	
			overning Body") has thorough		
identi	fied and has reviewed the	project as described in	the contract;		
THEF	REFORE, NOW BE IT RES	OLVED BY THE		IN OPEN	
THEREFORE, NOW BE IT RESOLVED BY THE					
MEE	TING ASSEMBLED IN THE	E CITY OF		, NORTH CAROLINA,	
THIS	DAY OF	, 20	, AS FOLLOWS:		
1.	That the project reference	d above is in the best i	interest of the Governing Bod	y and the general public; and	
2.	That(Name and Title	of Representative)	is authorized to file	e, on behalf of the Governing	
	Body, an application conti	ract in the form prescrib	oed by the Governor's Highwa	ay Safety Program for federal	
	funding in the amount of \$	(Federal Dollar Request)	_ to be made to the Governi	ng Body to assist in defraying	
	the cost of the project des				
3. That the Governing Body has formally appropriated the cash contribution				asas	
	required by the project co			(
4.	4. That the Project Director designated in the application contract shall furnish or make arrangement for othe appropriate persons to furnish such information, data, documents and reports as required by the contract, approved, or as may be required by the Governor's Highway Safety Program; and				
5.	That certified copies of this resolution be included as part of the contract referenced above; and				
6.	6. That this resolution shall take effect immediately upon its adoption.				
DONI	E AND OPDERED in open	meeting by			
DONE AND ORDERED in open meeting by			(Chairperson/N	/layor)	
ATTESTED BY(Clerk)				SEAL	
DATE	=				

Nort	h Carolina Governor's	s Highway Safety Proc	ıram	
	SECTION A – GENE			
1. Project Title: * Traffic Safety	Overtime Project 2026	Fiscal Year: 2026		
2. Agency: 1000000391 - CITY OF GREEN	VILLE POLICE	3. Contact Person for Agency: Rhonda Conner		
4. Agency Address: DEPT.		5. Telephone Number: * (252) 329-4340		
PO Box 7207 GREENVILLE, NC 27835-7207		6. Cell Phone:		
7. Physical Location of Agency 500 S. Greene St Greenville, NC 27835	*	8. Email of Contact Person * rconner@greenvillenc.gov		
9. Federal Tax ID Number / Typ	e of Agency	10. Project Year *		
Federal Tax ID Number: * 56	S-6000220	○ New ● Con	tinuation	
	2MRNA8RBK52			
County: * PITT	ZWINIVAONDINOZ	Year: ○ 1		
County. Firm				
Type of Agency				
StateCountyNon-ProfHigher E		11. Allocation of Funding *		
Municipality Hospital	ducation			
		Federal % 100.00	Local % 0.00	
		Source of	of Funds	
12. Budget	Total Project Amount	Federal Amount	State/Local Amount	
Personnel Costs	\$25,000.00	\$25,000.00		
Contractual Services				
Other Direct Costs				
Indirect Costs	\$1,500.00	\$1,500.00		
Total Project Costs	\$26,500.00	\$26,500.00		
13. Specify How Non-Federal Sh Funds are Federal only	nare Will Be Provided: *			
Project Number: PT-	26-06-13	CFDA#: 20. 600		
Additional Project Number:		Work Type: Traffic I	Enforcement Services	
Additional Project Number1:		Additional Work Type:		
	SECTION B – DESCR			

Statement of Problem (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Pitt County has a large and unacceptable number of traffic crash fatalities and speed related fatalities as compared to other North Carolina counties. During the five- year period of 2019-2023, Pitt County had a total of 149 traffic fatalities. 50 of those were speed-related, averaging 12 overall fatalities and 10 speed-related fatalities per year. Compared to all North Carolina counties, Pitt County ranked 12th in the number of overall fatalities and 7th in the number of speed- related fatalities. In that same time period, 5 of those traffic fatalities, or 41 % occurred in the City of Greenville. The population of Greenville is around 90,000; however, there is a large daily influx of drivers traveling to and from the ECU Health Medical Center, East Carolina University, and Pitt Community College, especially during the academic year. Pitt County is ranked 13 in the state for young

Page 1 of 5 37

driver fatal crashes, 10th for all young driver crashes in the state, and 9th for older driver fatal crashes. Inside the city limits of Greenville, the largest city in Pitt County, there is an average of 4200 traffic crashes per year.

<u>Proposed Solution</u> (Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section):

The Greenville Police Department will utilize funds for officers to conduct saturation or directed patrols for high-visibility traffic enforcement efforts emphasizing speed-related violations as well as seat belt and child restraint violations. The Greenville Police Department further acknowledges that funds WILL NOT be used to conduct checkpoints. The Greenville Police Department will schedule a minimum of forty (40) hours of overtime throughout the month with officers working 4 to 6-hour shifts.

To be reimbursed for funds spent on overtime salary, The Greenville Police Department will submit both a monthly traffic enforcement overtime schedule as well as the regular monthly work schedule for personnel assigned to overtime traffic enforcement activities. In addition, The Greenville Police Department agrees to submit copies of payroll reports and/or pay memos demonstrating that personnel were compensated at a rate of one and a half times (1.5x) their normal rate of pay regardless of whether an officer uses leave during any given pay period.

Similarly, The Greenville Police Department agrees to provide CAD/Activity Reports and copies of all North Carolina Uniform Citations and written warnings issued during scheduled overtime as supporting documentation for each assigned employee and shift. At the end of each month, The Greenville Police Department agrees to submit a Monthly Enforcement Data (MED) report outlining the agency's efforts as a whole.

Budget Justification (Provide a detailed explanation of the costs associated with proposed project):

The Greenville Police Department will utilize these funds to pay off-duty law enforcement officers to conduct high-visibility saturation or directed patrols for the purpose of enforcing speed, seat belt, and child restraint violations. Compensation to assigned employees will be provided at a rate of one and a half times (1.5x) the normal rate of pay and reimbursements WILL NOT be claimed at any other pay rate. No fringe benefits will be claimed.

Travel Justification (Provide justification for all travel expenses):

The Greenville Police Department will utilize these funds to cover the costs of in-state travel associated with the suggested, recommended or required attendance of agency staff at GHSP sponsered events and trainings.

To be completed by all law enforcement agencies: Provide the agency's number of sworn officers 200 Does the agency currently have a dedicated traffic or DWI unit? Yes ● No ○ If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit? 5

For applicants requesting enforcement grants, please provide the following county fatality rankings: *Information can be located at:*

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Overall Fatality Ranking:	12
Alcohol Fatality Ranking:	11
Unrestrained Fatality Ranking:	9
Speed Related Fatalities:	7
Other Applicable Rankings: (Specify)	

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

•			
Year 2024	Occupant Protection Citations 246	DWI Citations 13	Speed Citations 2,798
Year 2023	Occupant Protection Citations 113	DWI Citations 19	Speed Citations 1,703
Year 2022	Occupant Protection Citations 73	DWI Citations 38	Speed Citations 1,501

Goals and Objectives (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Goal #1: To reduce the number of speed-related fatal crashes in Pitt County by 25% from the 2019-2023 calendar year

	average of 8.6 fatal crashes to 6 fatal crashes during the fiscal year October 1, 2025 to S	September 30, 2026
Objectives:	To increase the number of speeding contacts by 25 percent from the 2024 calendar year the fiscal year October 1, 2025, to September 30, 2026.	of 2798 to 3497 during
Goal #2:	To reduce the number of unrestrained fatalities by 15 percent from the 2019-2023 calendar fatalities to 8 fatalities during the fiscal year October 1, 2025 to September 30, 2026.	ar year average of 9.8
Objectives:	To increase the number of occupant restraint contacts by 50 percent from 246 in 2024 to year October 1, 2025, to September 30, 2026.	369 during the fiscal
Goal #3:	To reduce traffic-related fatalities by 10 percent from the 2019-2023 calendar year avera fatalities during the fiscal year October 1, 2025 to September 30, 2026.	ge of 29.8 fatalities to 26
Objectives:	To identify the top five crash locations and conduct targeted enforcement campaigns a mi month	nimum of three times per
safety proje	he 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligibled stated in the section of the GHSP goals. Check all that apply.	
Reduce	NC's traffic-related fatalities by 6% from the 2022 total of 1,784 to 1,676 by December 31, 2	2026.
Reduce	NC's alcohol-related fatalities by 6% from the 2022 total of 448 to 421 by December 31, 20)26.
	NC's unrestrained fatalities by 6% from the 2022 total of 562 to 528 by December 31, 2026	ô.
	NC's speed-related fatalities by 6% from the 2022 total of 426 to 400 by December 31, 202	26.
	NC's young driver-related fatalities by 6% from the 2022 total of 198 to 186 by December 3	31, 2026.
Reduce	NC's motorcycle fatalities by 6% from the 2022 total of 237 to 222 by December 31, 2026.	
	NC's seat belt usage rate from the 2022 usage rate of 90.8% to 91.8% by December 31,	2026.
	SECTION C – BUDGET DETAIL	
Personne	I Costs	
# Person	nel Position	Salary
1 Traffic	Enforcement and Overtime Activity Hours	\$25,000.00
	Total Salaries Cost:	\$25,000.00
# Person	nel Fringe Benefits	Cost
	Total Fringe Benefits Cost:	
	Total Personnel Costs:	\$25,000.00
Indirect C	osts	
# Indirec	t Costs	Cost
1 In-Stat	e Travel	\$1,500.00
	Total Indirect Costs	\$1,500.00
List the sche	SECTION D – SCHEDULE OF TASKS BY QUARTERS edule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should	d be a bulleted list of

activities to be performed in each quarter.

Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

- · A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- · A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- · Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- · Participation in any event or campaign as required by the GHSP;
- · Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

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First Quarter (October, November, December) 1) Conduct safety-focused enforcement initiatives scheduled for the quarter, with a focus on occupant protection and speeding.
2) Participate in GHSP-sponsored events/campaigns as required or invited, including all "Click It or Ticket" and "Booze It & Lose It" campaigns.
3) Submit Monthly Enforcement Data (MED) reports.
4) Submit monthly claims.
5) Submit quarterly reports.
Second Quarter (January, February, March) 1) Conduct safety-focused enforcement initiatives scheduled for the quarter, with a focus on occupant protection and speeding.
2) Participate in GHSP-sponsored events/campaigns as required or invited, including all "Click It or Ticket" and "Booze It & Lose It" campaigns.
3) Submit Monthly Enforcement Data (MED) reports.
4) Submit monthly claims.
5) Submit quarterly reports.
Third Quarter (April, May, June) 1) Conduct safety-focused enforcement initiatives scheduled for the quarter, with a focus on occupant protection and speeding.
2) Participate in GHSP-sponsored events/campaigns as required or invited, including all "Click It or Ticket" and "Booze It & Lose It" campaigns.
3) Submit Monthly Enforcement Data (MED) reports.
4) Submit monthly claims.
5) Submit quarterly reports.
Fourth Quarter (July, August, September) 1) Conduct safety-focused enforcement initiatives scheduled for the quarter, with a focus on occupant protection and speeding.
2) Participate in GHSP-sponsored events/campaigns as required or invited, including all "Click It or Ticket" and "Booze It & Lose It" campaigns.
3) Submit Monthly Enforcement Data (MED) reports.
4) Submit monthly claims.
5) Submit quarterly reports.
6) Submit Final Accomplishments Report
AGENCY AUTHORIZING SIGNATURE I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge
Name: PIN: Date:
Note: 1. Submitting grant application is not a guaranton of grant being approved.
 Submitting grant application is not a guarantee of grant being approved. Once form has been submitted, it cannot be changed unless it has a status of "Return".

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FOR GHSP USE ONLY:	
Recommendation:	
Date:	

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North Carolina Governor's Highway Safety Program Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

- Equal Opportunity/Nondiscrimination. The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seg., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations:
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 2. Drug Free Workplace. The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
- **3.** Federal Grant Requirements and Contracts. The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
- **4. Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

5. Lobbying.

- (a) Certification Regarding Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

(b) Restriction on State Lobbying. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) Audit Required. Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- **(b) Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) Non-Governmental Entities. Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- **(b)** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- **(c)** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

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- suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
- (j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
- 8. Buy America Act. The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- 9. Prohibition On Using Grant Funds To Check For Helmet Usage. The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- **10. Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
- 11. Conditions for Institutions of Higher Education. If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

- 12. Conditions for Non-Profit Organizations. If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
- **13. Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

- 1. Contract Changes. This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
- 2. Subcontracts Under This Contract. The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
- 4. Incorporation of Provisions in Subcontracts. The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
- **5. Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.

6. Property and Equipment.

- (a) Maintenance and Inventory. The Agency shall maintain and inventory all property and equipment purchased under this contract.
- **(b) Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
- **(c) Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) Non-expendable Property. Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
- 7. Educational or Other Materials. If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
- **8. Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. Reimbursement.

- (a) General. Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- **(b) Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) Unapproved Costs. Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) Final Claims for Reimbursement. Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- **(e) Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
- 10. Project Costs. It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
- 11. Program Income. The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
- **12. Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

13. Reports Required.

- (a) Quarterly Progress Reports. Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- **(b) Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

- incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.
- (c) Audit Reports. Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) General. All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- **(b) Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- **(c) Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) Agenda Required. Out-of-state travel requests must include a copy of the agenda for the travel requested.
- **15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
 - (a) Certifications Required.
 - (i) In-car Camera or Video System. For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
 - (ii) Radar. For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
 - (iii) Alcohol Screening Devices. For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
 - (b) Report Required Monthly Enforcement Data Report. In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- **(a) Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- **(b) Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- **18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- **19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 20. Continued Federal and State Funding.
 - (a) Federal Funding. The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

- appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
- **(b) State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
- **21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes. Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. Department Held Harmless.

- (a) For State Agencies. Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- **(b)** For Agencies Other Than State Agencies. The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 24. Records Access and Retention. The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- **25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
 - (a) Cancel, terminate, or suspend this contract in whole or in part;
 - (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
 - (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
 - (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. Cancellation, Termination, or Suspension of Contract.

(a) By the Department. For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

- to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
- **(b) By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- **(c) Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.
- **27. Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
- **28. E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
- 29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
 - (a) that the Agency is <u>not now and was not at the time of the execution of the Contract dated below</u> identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
 - **(b)** that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
 - **(c)** that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
- **30. Agency Fiscal Year.** The end date for the Agency's fiscal year is ___07-01-2026 ...
- 31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

	AGENCY PROJECT DIRECTOR				
NAME Aaron S. Lemon	TITLE Sergeant - Traffic Safety Unit		ADDRESS 500 S. Greene Street Greenville, NC 27834		
SIGNATURE	Dergee	DATE	TELEPHONE NUMBER		
		DATE	TELEFTIONE NOWIBER		
A. S. Lemon		7-18-2025	252-329-4597		
	AGE	NCY AUTHORIZING OF	FICIAL		
NAME	ME TITLE		ADDRESS		
SIGNATURE		DATE	TELEPHONE NUMBER		
AGEN	ICY OFFI	CIAL AUTHORIZED TO	RECEIVE FUNDS		
NAME	TITLE		ADDRESS		
SIGNATURE		DATE	TELEPHONE NUMBER		

Page 8 49



City of Greenville, North Carolina

Meeting Date: 08/11/2025

<u>Title of Item:</u> Resolution Authorizing the Police Department to Apply for a Governor's

Highway Safety Program Grant for BikeSafe Regional Coordinator

Explanation: The Governor's Highway Safety Program awards agencies grant funds for

various needs. The Greenville Police Department received notification that it is eligible to receive funds from the Governor's Highway Safety Program BikeSafe

in the amount of \$5,000.

If approved, the Greenville Police Department will allocate funds for the Traffic Safety Sergeant and BikeSafe Regional Coordinator to oversee and coordinate the planning, implementation, and reporting of BikeSafe events and activities. As the Regional Coordinator, the Traffic Safety Sergeant will also be tasked with promoting the program to law enforcement agencies and encouraging their

participation in this life-saving initiative.

Funds will be used to support travel to and from BikeSafe events, conferences, and meetings both in-state and out of state. The Greenville Police Department will hold BikeSafe instruction courses for local motorcycle riders. Funds will be

used for supplies for those courses.

Fiscal Note: The Police Department has the potential to receive grant funding in the amount

of \$5,000 with no City match required.

Recommendation: Staff recommends that City Council approve the resolution and authorize the

Police Department to submit a Governor's Highway Safety Program Grant

application

ATTACHMENTS

Resolution.pdf	
DilesCafe Applies	

BikeSafe Application2026.pdf

Agreement of Conditions Addendum FY2026.pdf

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHE	REAS, the					(nei	rein called the	
"Ager	• /	(The	Applicant Agen	cv)				
has c	ompleted an applic	ation contract for tra	ffic safety f	fundina: ar	d that			
		(herein call	ed the "Gov	verning Bo	dy") has thor	oughly con	sidered the pro	oblem
		red the project as de						
THEF	REFORE, NOW BE	IT RESOLVED BY	THE		(Coverning I	Padw		_IN OPEN
		IN THE CITY OF _					_, NORTH CA	AROLINA,
1.	That the project re	ferenced above is in	the best ir	nterest of t	he Governinç	g Body and	the general pu	ublic; and
2.	That	e and Title of Representative	.		is authorized	to file, on b	ehalf of the G	overning
	Body, an application	on contract in the for	m prescrib	ed by the	Governor's H	ighway Saf	ety Program fo	or federal
	funding in the amo	unt of \$(Federal Doll	ar Reguest)	_ to be ma	ade to the Go	overning Bo	dy to assist in	defraying
		ect described in the						
3.	That the Governing	g Body has formally	appropriate	ed the cas	h contributior	of \$ (Local C	ash Appropriation)	_as
	required by the pro	ect contract; and						
4.	That the Project D	irector designated in	the applic	ation contr	act shall furn	ish or make	e arrangement	for other
	appropriate persor	ns to furnish such inf	ormation, o	data, docu	ments and re	ports as red	quired by the o	contract, if
	approved, or as m	ay be required by th	e Governo	r's Highwa	y Safety Pro	gram; and		
5.	That certified copie	es of this resolution l	be included	d as part of	the contract	referenced	above; and	
6.	That this resolution	n shall take effect im	mediately (upon its ac	loption.			
DONI	E AND ORDERED	in open meeting by						
					(Chairp	erson/Mayor)		
ATTE	STED BY	(Clerk)				SEA	L	
DATE	<u> </u>							

Nort	h Carolina Governor's	s Highway Safety	Program	
_	SECTION A – GENE	ERAL INFORMATION	1	_
1. Project Title: * BikeSafe 202 Region	6 Regional Coordinator- Eastern	Fiscal Year: 2026	6	
2. Agency: 1000000391 - CITY OF GREEN	VILLE POLICE	3. Contact Person for Agency: Rhonda Conner		
4. Agency Address: DEPT.		5. Telephone Number: (252) 329-4340	*	
PO Box 7207 GREENVILLE, NC 27835-7207		6. Cell Phone: (252) 413-8095		
7. Physical Location of Agency * 500 S Greene St Greenville, NC 27834		8. Email of Contact Pers rconner@greenvillenc.go		
9. Federal Tax ID Number / Typ	e of Agency	10. Project Year *		
Federal Tax ID Number: * 56	6-6000229	○ New	Continuation	on
	2MRNA8RBK52	Year: 0 1		
County: * PITT				
Type of Agency				
State Non-Pro	fit			
County Higher E		11. Allocation of Funding	g *	
Municipality		Federal % 100.00	Loc	cal % 0.00
		S	ource of Fund	ds
12. Budget	Total Project Amount	Federal Amount	: S	State/Local Amount
Personnel Costs				
Contractual Services				
Other Direct Costs	\$5,000.00	\$5,	,000.00	
Indirect Costs				
Total Project Costs	\$5,000.00	\$5	,000.00	
 Specify How Non-Federal Sheunds are Federal only 	are Will Be Provided: *			
Project Number: MC	-26-03-06	CFDA#: 20. 600		
Additional Project Number:		Work Type:	Motorcycle Sa	ıfety
Additional Project Number1:		Additional Work Type:		
	SECTION B - DESCR	RIPTION OF PROJEC	Т	
Statement of Problem (Provide countywide crash data for the last three effective traffic safety project" located at	years and any other relevant information			

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Motorcycle fatalities in North Carolina increased drastically between 2020 and 2021, from 179 to 207, and have remained higher. In 2023, 205 motorcyclists were killed on North Carolina's roadways. According to North Carolina's Strategic Highway Safety Plan 2024 Update, motorcyclists are unique in their physical vulnerabilities as they travel at speeds similar to other motor vehicles but are exposed much like pedestrians or bicyclists. While motorcyclists account for only 1.2% of all crashes in North Carolina, they represent 14% of the fatalities. Novice riders are more at risk for crashes in the first months after receiving their endorsement, while older and returning riders are at greater risk when they return to riding after a hiatus.

> Page 1 of 5 **52**

<u>Proposed Solution</u> (Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section):

The Bike Safe Regional Coordinator serves as the coordinator and organizer for BikeSafe NC activities in their respective region. The Governor's Highway Safety Program supports the statewide BikeSafe NC Program, including six Regional Coordinators. The Regional Coordinators guide and coordinate the planning, implementation and reporting of BikeSafe events and activities. Regional Coordinators are also responsible for promoting the program to law enforcement agencies and getting more agencies involved in this lifesaving program. To accomplish this, Regional Coordinators are required to host events, conduct and attend meetings, assist other BikeSafe NC agencies with organizing events, respond to public inquiries associated with their region and report on all efforts and activities to GHSP. In-state travel will facilitate outreach to area coordinators and agencies, as well as attendance at relevant trainings and conferences. Out-of-state travel will support the BikeSafe NC Regional Coordinator in attending any approved out-of-state trainings or conferences.

Budget Justification (Provide a detailed explanation of the costs associated with proposed project):

Funds will be used to support travel to and from BikeSafe events, conferences and meetings both in-state and out of state. The Greenville Police Department will hold free BikeSafe Instruction courses for local motorcycle riders. Funds will be used for supplies for those courses, such as, but not limited to, booklets, paper, pens and other necessary items. The Greenville PD Public Information Officer will assist in providing motorcycle safety outreach through media or printed materials. Funds will also be used to help with coordinating regional meetings with Site Coordinators to include travel, food, venue and educational materials.

Travel Justification (Provide justification for all travel expenses):

In-state and out-of-state travel funds will be used for necessary travel to perform the functions and responsibilities of the Regional Coordinator. Funds may be used to attend traffic safety conferences and trainings such as the BikeSafe NC annual conference, NCGHSP's Traffic Safety Conference, Lifesavers National Conference, Governor's Highway Safety Association Conference, and trainings related to motorcycle safety, instructor skills, and education. Approval for out-of-state travel must be submitted to GHSP via the GHSP-07 Form at least 30 days in advance of travel.

To be completed by all law enforcement agencies: Provide the agency's number of sworn officers Does the agency currently have a dedicated traffic or DWI unit? Yes ● No ○ If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?

For applicants requesting enforcement grants, please provide the following county fatality rankings: Information can be located at:

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Overall Fatality Ranking:	12
Alcohol Fatality Ranking:	11
Unrestrained Fatality Ranking:	9
Speed Related Fatalities:	7
Other Applicable Rankings: (Specify)	Motorcycle Fatalities - 23

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

<i>y</i> :			
Year 2024	Occupant Protection Citations	246 DWI Citations	13 Speed Citations 2,7
Year 2023	Occupant Protection Citations	113 DWI Citations	19 Speed Citations 1,7
Year 2022	Occupant Protection Citations	17 DWI Citations	38 Speed Citations 1,5

Goals and Objectives (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx)

Goal #1: To promote and coordinate the BikeSafe NC Program within Eastern North Carolina to increase safety efforts and decrease statewide motorcycle fatalities by 5 percent from the 2019-2023 five-year average of 197 to 187 between October 1, 2025 - September 30, 2026.

Obj	1. Host or assist with at least (6) BikeSafe classes 2. Host a minimum of four BikeSafe NC Site Coord BikeSafe NC and GHSP updates, training opportunities, updates and issues and concerns by September 30 3. Promote the BikeSafe NC program by contacting within the region at least one time by September 30, 202 4. Promote information about BikeSafe NC initiative topics through local media channels at least one time pe September 30, 2026. 5. Compile and submit quarterly progress reports the BikeSafe Regional Coordinator's activities within 15 end of each quarter.	dinator meetings legal 0, 2026. g all motorcycle 26. es and classes, er month by hat include a sur	to discuss curren dealers, motorcyc educational event	cle clubs, and associations
Goa	al #2:			
Obje	ectives:			
Goa	al #3:			
Obje	ectives:			
	ow are the 5-year goals of the NC Governor's Highway Safety ty project should match one or more of the GHSP goals. Che			e for funding, your traffic
	Reduce NC's traffic-related fatalities by 6% from the 2022 total of		<u>- </u>	2026.
F	Reduce NC's alcohol-related fatalities by 6% from the 2022 total of	of 448 to 421 by	December 31, 20	026.
F	Reduce NC's unrestrained fatalities by 6% from the 2022 total of	562 to 528 by D	ecember 31, 2026	S.
F	Reduce NC's speed-related fatalities by 6% from the 2022 total or	f 426 to 400 by I	December 31, 202	26.
F	Reduce NC's young driver-related fatalities by 6% from the 2022	total of 198 to 18	36 by December 3	31, 2026.
∑ F	Reduce NC's motorcycle fatalities by 6% from the 2022 total of 23	37 to 222 by Dec	cember 31, 2026.	
	ncrease NC's seat belt usage rate from the 2022 usage rate of 9	0.8% to 91.8% b	y December 31, 2	2026.
	SECTION C – BUD	GET DETAIL		
Oth	er Direct Costs			
#	Equipment	Quantity	Cap Amount	Cost
Total Equipment Cost				
Oth	er Equipment Details : Site Coordinator Meetings			
#	Other Items and Equipment Direct Cost:			Cost
1	Site Coordinator Meetings			\$1,500.00
	Total Other Item	s and Equipmen	t Direct Cost:	\$1,500.00
#	Travel			Cost
1	In-State Travel			\$1.500.00

SECTION D - SCHEDULE OF TASKS BY QUARTERS

Out-of-State Travel

Page 3 of 5 54

Total Travel Cost:

Total Other Direct Costs:

\$2,000.00

\$3,500.00

\$5,000.00

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

- · A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- · A minimum of one (1) impaired driving checkpoint per month;
- · A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- · Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- · Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

- 1. Host or assist with BikeSafe classes in your region (report total number of classes and students).
- 2. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, conferences or trainings) as well as any other planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
- 3. Host a quarterly meeting for Site Coordinators to plan for the year and discuss BikeSafe NC and GHSP updates.
- 4. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and provide safety education.
- Promote BikeSafe NC initiatives and safety education through local media channels on a monthly basis.
- 6. Compile the quarterly regional report and submit it to the assigned GHSP grant specialist within fifteen days of the end of the quarter.

Second Quarter (January, February, March)

- Host or assist with BikeSafe classes in your region (report total number of classes and students).
- 2. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, conferences or trainings) as well as any other planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
- 3. Host a quarterly meeting for Site Coordinators to plan for the year and discuss BikeSafe NC and GHSP updates.
- 4. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and provide safety education.
- 5. Promote BikeSafe NC initiatives and safety education through local media channels on a monthly basis.
- 6. Compile the quarterly regional report and submit it to the assigned GHSP grant specialist within fifteen days of the end of the quarter.

Third Quarter (April, May, June)

- 1. Host or assist with BikeSafe classes in your region (report total number of classes and students).
- 2. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, conferences or trainings) as well as any other planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
- 3. Host a quarterly meeting for Site Coordinators to plan for the year and discuss BikeSafe NC and GHSP updates.
- 4. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and provide safety education.
- 5. Promote BikeSafe NC initiatives and safety education through local media channels on a monthly basis.
- 6. Compile the quarterly regional report and submit it to the assigned GHSP grant specialist within fifteen days of the end of the quarter.

Fourth Quarter (July, August, September)

- 1. Host or assist with BikeSafe classes in your region (report total number of classes and students).
- 2. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, conferences or trainings) as well as any other planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
- 3. Host a quarterly meeting for Site Coordinators to plan for the year and discuss BikeSafe NC and GHSP updates.
- 4. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and provide safety education.
- 5. Promote BikeSafe NC initiatives and safety education through local media channels on a monthly basis.
- 6. Compile the quarterly regional report and submit it to the assigned GHSP grant specialist within fifteen days of the end of the quarter.

Page 4 of 5 55

AGENCY AUTHORIZING SIGNATU I have read and accept terms and co supplied in this application is true to t	nditions of the grant funding a	and attached the Grant Agreement. The inform	nation
Name:	PIN:	Date:	
Note: 1. Submitting grant application is not a g 2. Once form has been submitted, it can			
FOR GHSP USE ONLY:			
Recommendation:			
Date:			

Page 5 of 5 **56**

North Carolina Governor's Highway Safety Program Agreement of Conditions – *Addendum for FY2026 (10/1-2025 to 9/30/2026)*

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
- The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

AGENCY PROJECT DIRECTOR				
NAME 🔭	TITL	E	ADDRESS	
			500 S. Greene Street	
Aaron S Lemon	Sergea	ant - Traffic Safety Unit	Greenville, NC 27834	
SIGNATURE		DATE	TELEPHONE NUMBER	
A. S. Lemon		07-18-2025	252-329-4597	
	AGE	NCY AUTHORIZING OF	FICIAL	
NAME	TITL	E	ADDRESS	
SIGNATURE		DATE	TELEPHONE NUMBER	
AGEI	ICY OFFI	CIAL AUTHORIZED TO I	RECEIVE FUNDS	
NAME	TITLE		ADDRESS	
SIGNATURE		DATE	TELEPHONE NUMBER	



City of Greenville, North Carolina

Meeting Date: 08/11/2025

<u>Title of Item:</u> Authorization to Apply for United States Tennis Association (USTA) Tennis

Venue Services Grant

Explanation: City staff would like to pursue a USTA Tennis Venue Services (TVS) grant to

upgrade the lighting system and resurface the aging courts at River Birch Tennis

Center. These improvements are essential to address ongoing issues with inadequate lighting and surface deterioration that are impacting the safety and

playability of the facility.

As the central hub for all City-run tennis programming and the home for various USTA tournaments, River Birch plays a vital role in supporting both community

recreation and sport tourism events. Securing this grant would significantly

enhance the functionality and longevity of this key sports asset.

Fiscal Note: The City would apply for the maximum award of \$60,000, which requires a 50%

match. Matching funds are currently available in the City's FY26 Facility

Improvement Program.

Recommendation: Authorize staff to apply for a USTA TVS grant for \$60,000 to replace the lights

and resurface the courts at River Birth Tennis Center.



City of Greenville, North Carolina

Meeting Date: 08/11/2025

Title of Item:

Creation of the City of Greenville Special Projects Charitable Gift Fund

Explanation:

The City of Greenville established a Wildwood Park Charitable Gift Fund administered by the Community Foundation of NC East in 2021. The Charitable Pass Through Fund currently known as the Wildwood Park Charitable Gift Fund is proposed to become the City of Greenville Special Projects Charitable Gift Fund.

The mission and purpose of the City of Greenville Special Projects Charitable Gift Fund is to improve and enhance services provided for the community and to fund various special projects such as park improvements and affordable housing initiatives that increase the quality of life for residents. The community initiatives include park projects to enhance outdoor recreational opportunities and new developments at parks such as Wildwood Park, Town Common, and others. The fund will also help fundraising efforts for affordable housing initiatives throughout Greenville that occur with other community partners.

The Community Foundation of NC East will oversee all fiduciary responsibilities of the pass through fund and provide reports to City staff. Tax Deductible Gift Letters will be sent to all donors of the fund recognizing their gift to the fund, and such correspondence shall indicate that gift is tax deductible only if the donor (taxpayer) or donors qualify for the deduction.

Fiscal Note:

The Foundation charges an annual management fee with a minimum fee of \$1,500 and no larger than \$3,000 annually, based on the amount of the fund balance and the administrative oversight required to administer the fund.

Recommendation:

Authorize staff to enter into an agreement to amend the existing Wildwood Park Charitable Gift Fund to the City of Greenville Special Projects Charitable Gift Fund.

ATTACHMENTS

☐ City of Greenville Special Projects Pass Through Fund revision 7.18.25.pdf



COMMUNITY FOUNDATION OF NC EAST

For Good. Forever.

Community Foundation of NC East Charitable Pass Through Fund Agreement

The City of Greenville Special Projects Charitable Gift Fund

This agreement, made this____ day of______, 2025, and executed in duplicate by and hereby between City of Greenville (through its Recreation and Parks Department and City Manager's Office) (hereinafter referred to as the "City") and The Community Foundation of NC East, a nonprofit corporation having its principal office in Greenville, North Carolina, (hereinafter called the "Foundation").

WITNESSETH

The City, as and for a charitable contribution, have previously delivered and does hereby assigned and transferred to the Foundation the original seed gift in the amount of \$______ which together with other monies added to the Fund, has been held in the Pass Through Gift Fund to be administered in themanner and for the purpose hereinafter set forth as follows: The Pass Through Fund that is previously known as The Wildwood Park Charitable Gift Fund, shall now become known as the City of Greenville Special Projects Charitable Gift Fund, with the previous funds being held in the Wildwood Park Charitable Gift Fund being held in addition to any newly added funds, under the City of Greenville Special Projects Charitable Gift Fund. The value of the Fund effective on the date of the newly designated name, as the City of Greenville Special Projects Charitable Gift Fund is \$______.

The Fund hereby created shall be known as The City of Greenville Special Projects Charitable Gift Fund. The City Manager for the City, including designee or designees of the City Manager, shall serve as Advisors to the Fund. The Advisors shall hold the authority to recommend distributions from the Fund and make recommendations for expenses. Upon the

establishment of the Fund, Advisors to the Fund shall be Executive Director of Capital Projects & Recreational Services, Don Octigan, and Director of Financial Services, Jacob Joyner. The Departments that are represented for use of the Fund shall be Recreation & Parks Department, Neighborhood Business Services, Project Management Department and City Manager's Office.

The Fund hereby created shall be administered by The Community Foundation of NC East, established in 1999 for the purpose of promoting the well-being of the people of the Eastern North Carolina Region. The Foundation will charge an annual management fee for the administrative services to the Fund, according to the recommended amount made by the Foundation Investment Committee, with a minimum fee of \$1500.00 annually and no larger than \$3000.00 annually, based on the amount of the fund balance and the administrative oversight therefore required to administer the Fund. If for any reason the administrative duties were to become more frequent than expected due to an increase in the number of fundraisers and transactions, the Foundation CEO would then meet with the City to discuss potential administrative fee changes.

The mission and purpose of The City of Greenville Special Projects Charitable Gift Fund is to improve and enhance services provided for the community and to fund various special projects such as park improvements and affordable housing initiatives that increase the quality of life for residents. The community initiatives include park projects to enhance outdoor recreational opportunities and new developments at parks such as Wildwood Park, Town Common and others. The Fund will also help fundraising efforts for affordable housing initiatives throughout Greenville that occur with other community partners.

The Community Foundation of NC East will oversee all fiduciary responsibilities of the Pass Through Fund. All donations made to the fund shall be submitted to the Foundation for immediate deposit and the Foundation will provide the City with reports as City sees necessary or as requested by the City. Tax Deductible Gift Letters will be sent to all Donors of the Fund recognizing their gift to the Fund, and such correspondence shall indicate that gift is tax deductible only if the donor (taxpayer) or donors qualify for the deduction.

Any and all receipts for expenses that are incurred must be submitted to the Foundation for audit purposes. Any request from the City for the reimbursement of expenses must accompany copies of receipts, at which

time, the Foundation will gladly provide reimbursement payments to the City for such expenses incurred. All requests for funding disbursements from the Fund must be submitted in writing to the Foundation. Upon approval by the Foundation CEO, checks may be picked up at the Foundation or mailed to the appropriate address as is designated by the City. Checks are disbursed twice per month, on the first and fifteenth of each month.

Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving Foundation written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, Foundation shall give the City all Work, including partly completed Work. (c) *Payment*. Within 20 days after TFC, the City shall pay Foundation one hundred dollars as a TFC fee and shall pay Foundation for all Work performed except to the extent previously paid for.

Notice. (a) This subsection (a) pertains to all notices related to this agreement. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City: Attention City Manager or City Manager's Designee.

<u>To Foundation</u>: Attention person who signed the agreement below or other officer of the Foundation.

AMENDMENT AND TERMINATION • This Agreement may be amended only in writing signed by an authorized representative of both Parties. • This Agreement shall terminate immediately in the event that:

- Foundation dissolves or
- Foundation ceases to be a non-profit corporation.

In the event the Foundation ceases to exist, all monies and items of value received by or held by the Foundation for the benefit of the City shall immediately be transferred to the City consistent with federal and state laws and any restrictions as may have been imposed by the donors.

IN **WITNESS** WHEREOF, the City has signed this agreement; and the Foundation, in acceptance of the Pass Through Fund hereby created, has also signed and attested its corporate seal to the affixed, all as of the date first written above.

BY:	
	Melissa Q. Spain, CEO, CF of NC East
BY:	
	Don Octigan, Advisor, City of Greenville
BY:	
	Jacob Joyner, Advisor, City of Greenville
BY:	
	Michael Cowin, City Manager
BY:	
	Emanuel McGirt, City Attorney
ATT	EST:
20000000	
Mica	h Ball, Secretary, CF of NC East



City of Greenville, North Carolina

Meeting Date: 08/11/2025

<u>Title of Item:</u> Ordinance Approving Fiscal Year 2025-2026 Capital Reserve Fund Designations

Explanation: An ordinance approving the Fiscal Year 2025-2026 Capital Reserve Fund

Designations is presented for City Council consideration.

Included are the following documents as attached:

<u>Capital Reserve Fund - Detail of Designations:</u> This report shows the Capital Reserve Fund Balance that was approved by City Council on May 6, 2024, changes to those designations, and the proposed designations as of the August 11, 2025 Give Council or 12, 2025 Give Coun

11, 2025 City Council meeting.

Ordinance Amending the Fund: This document reflects the proposed projects that are included in the Capital Reserve Fund. The Local Budget and Fiscal Control Act requires that a transfer to the Capital Reserve Fund state (i) the approximate periods of time during which the monies are to be accumulated for each purpose, (ii) the approximate amounts to be accumulated for each purpose,

and (iii) the sources from which monies for each purpose will be derived.

Fiscal Note: The Capital Reserve Fund Balance stands at approximately \$3,461,782 and

reflects the capital project priorities of the City Council.

Recommendation: Approve Fiscal Year 2025-2026 Capital Reserve Fund Designations and adopt

the Capital Reserve Fund Ordinance.

ATTACHMENTS

Capital Reserve Ordinance - August 2025.pdf
Updated Capital Reserve Designations.pdf

ORDINANCE NO. 25-AN ORDINANCE AMENDING THE CAPITAL RESERVE FUND FOR THE CITY OF GREENVILLE

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

Section I. The Capital Reserve Fund is amended as follows:

<u>Amount</u>	Sources of Monies	<u>Purpose</u>	Accumulation <u>Period</u>
542,860	General Fund	Dickinson Avenue Streetscape	5 years
1,918,922	General Fund	NCDOT Projects	5 years
1,000,000	General Fund	Sports Complex	5 years
\$ 3,461,782			

<u>Section II.</u> All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section III. This ordinance will become effective upon its adoption.

Adopted this 11th day of August, 2025.

	P. J. Connelly, Mayor
ATTEST:	
Valerie Shiuwegar, City Clerk	

City of Greenville Capital Reserve Fund - Detail of Designations - August, 2025

Purpose	D	Approved esignations lay 6, 2024	Inc/(Dec)	D	Proposed esignations gust 11, 2025
Dickinson Avenue Streetscape	\$	542,860	\$ -	\$	542,860
Transportation					
DOT Road Construction projects		1,693,869	225,053		1,918,922
Subtotal Transportation		1,693,869	225,053		1,918,922
Economic Development					
Future Economic Development		1,000,000	(1,000,000)		-
Sports Complex		-	1,000,000		1,000,000
Subtotal Economic Development		1,000,000	-		1,000,000
Recreation and Parks					
Town Common Bulkhead	\$	5,000,000	\$ (5,000,000)	\$	-
Subtotal Recreation and Parks	\$	5,000,000	\$ (5,000,000)	\$	-
Total	\$	7,236,729	\$ (3,774,947)	\$	3,461,782



City of Greenville, North Carolina

Meeting Date: 08/11/2025

Title of Item:

Various Tax Refunds Greater Than \$100

Explanation:

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

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

<u>Payee</u>	Adjustment Refunds	<u>Amount</u>
Winterville Baptist Church	Registered Motor Vehicle	1,210.78
R And T Used Cars Llc	Registered Motor Vehicle	951.27
Gomes, Douglas Louis	Registered Motor Vehicle	469.13
Dail, Kenneth Earl	Registered Motor Vehicle	361.67
Jarrell, Stephen Eugene	Registered Motor Vehicle	343.74
Lam, Phoenix	Registered Motor Vehicle	344.45
Peace, Brittany Karen	Registered Motor Vehicle	343.74
Stallings, Christopher Tucker	Registered Motor Vehicle	342.39
Vainright, Julian Robert	Registered Motor Vehicle	333.04
Bowen, Edward Carl	Registered Motor Vehicle	317.61
Alvarez, Edgar Silvestry	Registered Motor Vehicle	290.24
Horvath, Meagan Elizabeth	Registered Motor Vehicle	251.78
Eid, Yasser Nasser	Registered Motor Vehicle	251.76
Hayes, Linda Louise	Registered Motor Vehicle	240.53
Womack, Zachary Joseph	Registered Motor Vehicle	240.43
Mullarkey Real Estate Group Inc	Registered Motor Vehicle	240.23
Loy, David Paul	Registered Motor Vehicle	230.69
Tyson, Harold Linwood Jr	Registered Motor Vehicle	224.73
Logan, James Norman	Registered Motor Vehicle	214.02
Gallagher, Janis Escallier	Registered Motor Vehicle	210.07

Higdon Jenesse Frances	Registered Motor Vehicle	205.16
Suriel, Iris Garden	Registered Motor Vehicle	196.31
Fischer, Vincent Louis Jr	Registered Motor Vehicle	192.32
Moore, Margaret Worsley	Registered Motor Vehicle	182.70
Well, Joseph Allen	Registered Motor Vehicle	181.31
Asterisk Explosives K9 Consulting Llc	Registered Motor Vehicle	181.24
Hudson, Tabitha Buchanan	Registered Motor Vehicle	175.64
Bassett, Brenda Michele	Registered Motor Vehicle	173.82
Hodges, John Royal III	Registered Motor Vehicle	169.53
Honeycutt, Barbara Webb	Registered Motor Vehicle	158.67
Chapman, Heath Whitney	Registered Motor Vehicle	154.91
Adams, Trinity Grace	Registered Motor Vehicle	151.05
Bessette, Zachary Petteway	Registered Motor Vehicle	147.70
Christian, Victoria Johnson	Registered Motor Vehicle	145.56
Bessette, Ariana Renee	Registered Motor Vehicle	145.16
Anthony, Jason Charles	Registered Motor Vehicle	140.17
Letchworth, Lorriane Ethel	Registered Motor Vehicle	135.67
Corbett, Michael Ryan	Registered Motor Vehicle	133.64
Vines, Venson Jr	Registered Motor Vehicle	132.78
Romero, Gerardo Isaias Gonzalez	Registered Motor Vehicle	120.38
Bridgers, Charles Larry	Registered Motor Vehicle	120.13
Gibbs, John Peralta Peerless	Registered Motor Vehicle	117.52
Wright, Robert Joseph	Registered Motor Vehicle	112.52
Barnard, Kenneth James	Registered Motor Vehicle	111.99
Perez, Jaime Alejandro	Registered Motor Vehicle	111.10
Pittman, James Franklin	Individual Property Taxes	556.42
Watters, James Christian	Individual Property Taxes	255.87
Acuna, Patricia Futrell	Individual Property Taxes	191.13
Fountian, Wyatt Millard	Individual Property Taxes	163.66
Campbell, Joseph Edward	Individual Property Taxes	163.06

Fiscal Note: The total refunded is \$12,588.02.

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 08/11/2025

<u>Title of Item:</u> 2025-2026 Annual Action Plan Public Hearing

Explanation: As a requirement of receiving Community Development Block Grant (CDBG)

and HOME Investment Partnership funds, the City must prepare an Annual Action Plan each year of its 2023-2027 Consolidated Plan, outlining planned

activities and funding amounts.

The Community Development Division of the Neighborhood and Business Services Department is in the process of identifying activities for the 2025-2026 fiscal year, the third year of the five-year Consolidated Plan. The following are the projects which staff proposes to deliver to the community:

1. Planning and Administration

2. Owner-Occupied Home Rehabilitation

3. Down Payment Assistance

4. Land Acquisition

5. Public Service

6. New Construction

7. Rental Development

8. Infrastructure Improvements

9. Community Housing Development Organization (CHDO)

Fiscal Note: The City will be receiving \$855,949.00 in CDBG funds and \$477,672.21 in

HOME funds to allocate towards proposed activities.

Recommendation: Staff recommends holding the Annual Action Plan public hearing for approval of

the plan by City Council.

ATTACHMENTS

COG-#1204354-v1-Draft 2025 AAP for August.pdf

DRAFT 2025-2026 ANNUAL ACTION PLAN

City of Greenville

Neighborhood & Business Services Department

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2025-2026 Annual Action Plan (AAP) marks the third year of the City of Greenville's 2023-2027 Five-Year Consolidated Plan. This plan, a requirement from the Department of Housing and Urban Development (HUD), is essential for securing funding under specific federal programs. Its purpose is to outline the community's priorities for housing and development initiatives, with a focus on serving low- and moderate-income residents—those earning at or below 80% of the area median income (AMI). The plan includes strategies, resources, and collaborations that will be used to address these community needs.

The AAP also serves as Greenville's formal request for federal funding through the following grant programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Program (HOME)

In addition to these federal programs, the City of Greenville utilizes other federal, state, and local funding sources to enhance community development, particularly affordable housing. These include:

- American Rescue Plan Act (ARPA) funds
- Greenville Utilities Commission Energy Efficiency programs
- General Fund

The Community Development Division, part of the Neighborhood & Business Services Department, oversees these programs and related activities. These initiatives range from neighborhood-specific projects to broader citywide efforts, all aimed at creating and preserving affordable housing while supporting neighborhood revitalization.

2. Summarize the objectives and outcomes identified in the Plan

For a detailed overview, please refer to the tables on pages 13-22 of this plan. These tables outline and describe our goals for the 2025-2026 funding year, along with the anticipated outcomes.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In the 2024-2025 year, the Community Development Division continued its efforts to provide decent, affordable housing both citywide and within the West Greenville Redevelopment Area. The development of Lincoln Park and Arlington Trace is delivered additional affordable housing units for both homebuyers and renters. These initiatives are supported by HOME funding to address the growing need for affordable housing.

Ongoing programs, including the owner-occupied rehabilitation initiative, continued to serve residents across the city, stabilizing families and expanding public services with the support of CDBG funding.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Greenville remains committed to fostering citizen participation in shaping activities for each upcoming year. Public input was actively sought in the development of the 2025-2026 Annual Action Plan through public meetings held in the spring, with a public hearing scheduled during a City Council meeting.

Draft copies of the Plan were made available to the Affordable Housing Loan Committee members and the general public through the City of Greenville website, public libraries, and the Community Development Division office. Additionally, public meetings were held at the following dates and locations, providing citizens with an opportunity to share their comments: July 9, 2025 City Council Chambers, 200 W. 5th St, Virtual Meeting held July15, 2025, and July 15, 2025 at 400 Nash Street.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The Draft 2025-2026 Annual Action Plan will remain open for public comments until August 11, 2025. All submitted comments will be incorporated into the Draft Plan as an attachment.

6. Summary of comments or views not accepted and the reasons for not accepting them

No written comments submitted to the City have been rejected during the public participation process. All comments will be reviewed and carefully considered prior to submission.

7. Summary

The City of Greenville is dedicated to meeting, and when possible, surpassing federal requirements for citizen participation. To ensure broad community input before adopting the Annual Action Plan, multiple public meetings are held throughout the city in both the fall and spring. These meetings provide valuable opportunities for residents to engage. Additionally, a public hearing is held in each season, allowing citizens and City Council members to offer their comments.

To enhance accessibility, public hearings and meetings are broadcast on television. An electronic copy of the Plan is available on the City's website and can be provided to stakeholders upon request. Paper copies of the Plan are accessible at the Community Development Division office, Sheppard Memorial and Carver Libraries, and City community centers. Additional paper copies can be made available upon request.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Greenville	
CDBG Administrator	Greenville	Neighborhood & Business
		Services/Community
		Development Division
HOME Administrator	Greenville	Neighborhood & Business
		Services/Community
		Development Division

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Renee Skeen

Program Manager

rskeen@greenvillenc.gov

252-329-4487

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Greenville has continued to strengthen and expand initiatives aimed at improving coordination between public and assisted housing providers, as well as private and government health, mental health, and service agencies. This includes collaborative efforts with Pitt County Government, Community Crossroads Center, and the Greenville Housing Authority. These initiatives are designed to foster partnerships, improve communication, and enhance access to essential services for residents in need, particularly those related to housing. Examples of these efforts include advocating for long-term housing solutions through rental assistance, offering case management support, and promoting self-sufficiency. Through these coordinated initiatives, the City aims to address the diverse needs of its community more effectively and support the overall well-being of its residents.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Greenville has strengthened its collaboration with the Continuum of Care (CoC) to better address the needs of homeless individuals and families. This coordination includes active involvement in case management, resource identification, and facilitating access to a range of support services. To provide immediate relief, the City has allocated funding for emergency shelter solutions, including the use of hotel/motel accommodations to temporarily house homeless families. This approach ensures that vulnerable populations have a safe place to stay while more permanent housing options are being explored.

Additionally, the City has implemented strategies to incentivize developers to set aside housing units for at-risk families. By partnering with developers and offering incentives such as subsidies, the City promotes the creation of affordable housing tailored to the needs of homeless individuals and families. This approach aims to expand the housing supply, particularly through Low-Income Housing Tax Credit subsidies, and improve accessibility for those at risk of homelessness.

Through its ongoing partnership with the Continuum of Care, the City of Greenville is committed to addressing homelessness in a comprehensive manner, providing both immediate assistance and long-term solutions to support the well-being and stability of its residents.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

In Greenville, we prioritize enhancing participation in coordinated entry processes to ensure the efficient and equitable distribution of resources for housing and social services. To achieve this, we actively engage with the Continuum(s) of Care serving our area. These partnerships are essential in determining the most effective allocation of Emergency Solutions Grants (ESG) funds. Through collaboration, we develop performance standards and assess the outcomes of projects and activities funded by ESG, ensuring accountability and effectiveness.

Additionally, our consultation efforts extend to the development of funding strategies, policies, and procedures for the operation and administration of Homeless Management Information Systems (HMIS). By working closely with the Continuum(s) of Care, we enhance coordination, data sharing, and program integration, ultimately strengthening our collective efforts to address homelessness and housing instability in Greenville.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.

Agency/Group/Organiz ation	Agency/Group/Orga nization Type	What section of the Plan was addressed by Consultation?	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?
Community Crossroads Center Greenville Community	Services-homeless	Housing Need Assessment	The City of Greenville places great value on collaboration and community engagement in all its development efforts, particularly when addressing housing needs. Our approach involves working with a diverse range of agencies, organizations, and stakeholders within the community. We prioritize close collaboration with both local and state housing agencies, such as the Greenville Housing Authority and Community Crossroads, which play key roles in providing affordable housing solutions and ensuring equitable access to shelter. We also work with state-level housing entities, including the North Carolina Housing Finance Agency, which offers valuable resources, funding, and guidance to support our initiatives. In addition to housing-focused organizations, we engage with a variety of social service agencies that are critical in supporting our community. These include organizations dedicated to homelessness prevention, mental health services, substance abuse treatment, employment assistance, and more. Through these partnerships, we aim to address the root causes of housing instability and offer comprehensive support to individuals and families in need. Our consultations with these agencies are ongoing and comprehensive. We prioritize open communication to ensure that our policies and initiatives are shaped by the expertise and insights of those directly impacted by housing and social service challenges. This collaborative approach enables us to develop effective, responsive solutions tailored to the diverse needs of our community. We also recognize the importance of input from grassroots

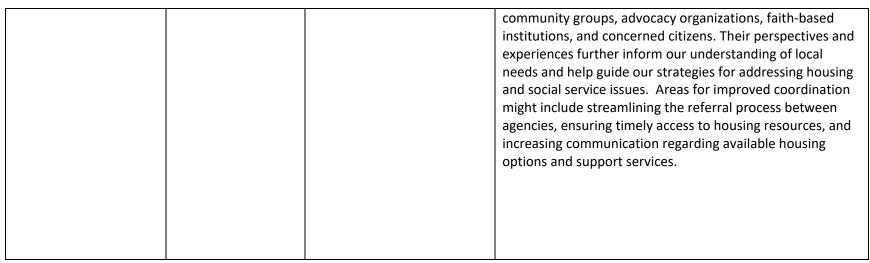


Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Community Crossroads	By collaborating with these agencies, we aim to address the root causes of housing instability and provide holistic support to individuals and families in need.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Greenville places a strong emphasis on citizen participation in all aspects of decision-making, particularly in addressing affordable housing. We engage the community through a variety of channels, including public meetings, social media platforms, and Affordable Housing Loan Committee meetings.

Public meetings are essential forums where citizens can voice their concerns, share insights, and provide feedback on proposed affordable housing initiatives and policies. These meetings are widely advertised to encourage broad participation from all segments of the community.

In addition to in-person gatherings, we utilize social media platforms to reach a larger audience and facilitate continuous dialogue. Through Facebook, Twitter, and Instagram, citizens can stay informed about upcoming meetings, express their views, and engage with city officials and fellow residents.

The Affordable Housing Loan Committee meetings also offer citizens a direct opportunity to interact with decision-makers and influence the allocation of resources for affordable housing projects. These meetings are conducted transparently and are open to the public, ensuring that citizens can participate in the decision-making process and provide input on funding priorities.

Overall, citizen participation has been instrumental in shaping our goals and strategies for addressing affordable housing needs in Greenville. By actively seeking input and feedback through public meetings, social media, and committee engagements, we ensure that our initiatives are responsive to the diverse needs and perspectives of our community.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source		E	xpected Amo	unt Available Ye	ar 1	Expected Amount Available Remainder of ConPlan \$	Narrative Description
	of Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public- federal	Acquisition Admin and Planning Public Service Demolition Public Improvements Housing Rehab	855,949.00	50,000	1,093,462.91	1,999,411.91	1,999,9411.91	
НОМЕ	Public- Federal	Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership	477,672.21	15,000	2,453,269.47	2,968,269.47	2,945,941.68	

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will serve as a catalyst to leverage additional resources from private, state, and local sources. By providing financial support, these federal funds will encourage private sector investment, as well as collaboration with state and local governments, to address homelessness and housing needs. The matching requirements for these federal funds will be met through contributions from private organizations, state grants, and local funding sources, ensuring a collective effort to enhance the availability of housing and related services. This collaborative funding approach will maximize the impact of the federal investment and strengthen the overall response to homelessness.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Greenville is committed to exploring the potential of publicly owned land to address the urgent need for affordable housing within our community. Initiatives such as the Lincoln Park neighborhood project serve as models for utilizing City-owned properties to advance affordable housing development. By forming strategic partnerships with developers and community stakeholders, we aim to repurpose underutilized City-owned land to create housing opportunities that cater to the diverse needs of our residents. This approach reflects our dedication to equitable development and enhancing access to safe, stable housing for all members of the community.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Table 5 – Goals Summary

Goal Descriptions

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improving Housing Access and Quality	2023	2027	Affordable Housing	West Greenville NRSA City Wide	Housing Affordability and Condition	CDBG: 500,000 HOME: 455,000	Rental Units Constructed: 72 Household Housing Units Homeowner Housing Homeowner Housing Rehabilitated: 16 Direct Financial Assistance to Homebuyers: 6 Buildings Demolished: 2 Other:2
2	Provide Public Services	2023	2027	Non- Homeless Special Needs	Citywide	Public Services	CDBG: 128,392.35	
3	Planning and Administration	2023	2027	Affordable Housing Homeless Non- Homeless Special Needs Non-Housing Community Development	Citywide		CDBG: 171,189.90 HOME: 47,767.22	
4	Homeless Housing and Services	2023	2027	Homeless	West Greenville NRSA Citywide		CDBG: 30,000	Homelessness Prevention 500 Persons Assisted

Goal Name	Goal Description
Improve Housing Access and Quality	This goal aims to enhance access to safe, affordable, and quality housing for low- and moderate-income residents. It involves increasing housing options through the development, rehabilitation, or preservation of affordable housing units, while ensuring they meet health, safety, and accessibility standards. The goal also focuses on removing barriers to housing access, such as addressing discrimination, improving housing stability, and enhancing housing affordability.
Provide Public Services	This goal focuses on supporting a range of essential public services that improve the quality of life for low-income individuals and families. These services may include healthcare, education, job training, childcare, transportation, and other critical support services that help residents achieve greater self-sufficiency and well-being. The objective is to provide resources that empower individuals and communities, particularly those facing economic challenges, to improve their circumstances and access opportunities.
Homeless Housing and Services	This goal is dedicated to addressing homelessness by providing both emergency and long-term housing solutions, along with supportive services. The aim is to reduce homelessness through the development of emergency shelters and permanent supportive housing, as well as through programs that assist individuals and families in accessing housing. Additionally, this goal includes providing wraparound services, such as case management, mental health support, and employment assistance, to ensure individuals are successfully housed and can maintain stability in their homes.

Projects

AP-35 Projects - 91.220(d)

Introduction

Projects

Projects

#	Project Name
1	CDBG: Program Administration
2	CDBG: Rehabs 2025
3	CDBG: Acquisition
4	CDBG: Public Services
5	HOME: CHDO Reserve Activities
6	HOME: Program Admin 2025
7	HOME: DPA 2025
8	HOME: Rental Development
9	HOME: Housing Rehab

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funding allocations are determined by the priority needs and goals outlined in the Consolidated Plan. A key challenge in addressing the underserved needs is the limited availability of funding to cover all areas of the city.

AP-38 Project Summary

Project Summar

1	Project Name	CDBG: Program Administration
	Target Area	Citywide
	Goals Supported	Improve Housing Access and Quality Homeless Housing and Services Provide Public Services Planning and Administration
	Needs Addressed	Housing Affordability and Condition Homeless Needs Infrastructure and Public Facility Improvements Public Services Economic Development Fair Housing Program Administration
Ī	Funding	CDBG: \$171,189.80
	Description	Staff salary, planning, and administrative service delivery costs for implementing the Community Development Block Grant programs. This project and related activities will be funded through CDBG funds as well as local general revenue support
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	Citywide
	Planned Activities	Program administration of the CDBG program in Greenville.
2	Project Name	CDBG: Rehabs 2025
	Target Area	Center City Revitalization Area West Greenville NRSA
	Goals Supported	Improve Housing Access and Quality
	Needs Addressed	Housing Affordability and Condition
	Funding	CDBG: \$501,366.85
	Description	This program is designed to assist very low- to low-income homeowners with rehabilitating existing housing structures. The primary intent of this activity is to bring units up to code through the provision of rehabilitation activities to eliminate all code violations and provide a decent, safe, and sanitary living environment. Program costs incurred may include demolition, construction, permitting fees, surveying, lead abatement, credit reports and closing costs. This activity will target owner-occupied homeowners only. Qualified candidates for assistance include homeowners with annual incomes below eighty percent (80%) of the median area income as defined by HUD
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Number of units rehabilitated: 16
	Location Description	Citywide rehab of owner occupied housing for qualified homeowners.
	Planned Activities	Rehabilitation activities to eliminate all code violations and provide a decent, safe, and sanitary living environment to 16 qualified homeowners with annual incomes below eighty percent (80%) of the median area income as defined by HUD

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3	Project Name	CDBG: Acquisition
	Target Area	West Greenville NRSA
	Goals Supported	
	Needs Addressed	Housing Affordability and Condition
	Funding	CDBG: \$55,000.00
	Description	Efforts will continue to identify, acquire, and demolish substandard property in an effort to create affordable housing.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	2
	Location Description	West Greenville NRSA
	Planned Activities	Identifying and acquiring properties suitable for development of affordable housing with West Greenville.
4	Project Name	CDBG: Public Servcies
	Target Area	Citywide
	Goals Supported	Provide Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$128,392.35

	Description	The City of Greenville will make funds available to assist non-profit organizations with approved public services activities. Qualified agencies will participate in projects that benefit City of Greenville citizens. Non-profit housing and service providers must assist the underserved populations of the City. Applications from non-profits are submitted to the City for consideration annually and reviewed by the Affordable Housing Loan Committee. The activities will assist low-income persons, homeless and special needs persons, youth development, victims of family/domestic violence, and housing providers
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Estimated 500 LMI will be served
	Location Description	Citywide
	Planned Activities	Habitat for Humanity, Boys and Girls Club of the Coastal Plain, Center for Family Violence Prevention, Martin-Pitt Partnership for Children, Koinonia Christian Center, Community Crossroads Center and Operation Sunshine
5	Project Name	HOME: CHDO Reserve Activities
	Target Area	Citywide
	Goals Supported	Improve Housing Access and Quality
	Needs Addressed	Housing Affordability and Condition
	Funding	HOME: \$71,650.83
	Description	It is anticipated that a certified CHDO will utilize the funding to continue production of single-family units for first-time, low-moderate income homebuyers. At the present time, the City has one certified organization, Metropolitan Housing and CDC
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	Number of new single-family units: 2
	Location Description	Citywide
	Planned Activities	Production of one single-family unit for first-time, low-moderate income homebuyer
6	Project Name	HOME: Program Admin 2025
	Target Area	Center City Revitalization Area West Greenville NRSA Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Housing Affordability and Condition Homeless Needs Program Administration
	Funding	HOME: \$47,767.22
	Description	Staff salary, planning, and administrative service delivery costs for implementing the HOME program. This project and all related activities will be funded through the annual HOME allocation.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Citywide
	Planned Activities	Program administration of the HOME program in Greenville.
7	Project Name	HOME: DPA 2025
	Target Area	

	Goals Supported	Improve Housing Access and Quality
	Needs Addressed	Housing Affordability and Condition
	Funding	HOME: \$125,000.00
	Description	Funds available for first-time buyers who have completed homebuyer education classes.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	8
	Location Description	Citywide
	Planned Activities	Down payment assistance for two first-time buyers who have completed homebuyer education classes.
8	Project Name	HOME: Rental Development
	Target Area	Citywide
	Goals Supported	Improve Housing Access and Quality
	Needs Addressed	Housing Affordability and Condition
	Funding	HOME: \$150,000
	Description	This activity will provide funding for the development of new affordable housing and rehab of current owner and rental occupied housing via partnerships with non-profits. These homes will be made available to homebuyers and renters who are LMI
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	72
	Location Description	Citywide rehab housing for LMI households

	Planned Activities	Construction of 72 new single-family units through tax credit and other development partnerships.
9	Project Name	HOME: Rehabs 2025
	Target Area	Center City Revitalization Area West Greenville NRSA
	Goals Supported	Improve Housing Access and Quality
	Needs Addressed	Housing Affordability and Condition
	Funding	Home: 83,254.16
	Description	This program is designed to assist very low- to low-income homeowners with rehabilitating existing housing structures. The primary intent of this activity is to bring units up to code through the provision of rehabilitation activities to eliminate all code violations and provide a decent, safe, and sanitary living environment. Program costs incurred may include demolition, construction, permitting fees, surveying, lead abatement, credit reports and closing costs. This activity will target owner-occupied homeowners only. Qualified candidates for assistance include homeowners with annual incomes below eighty percent (80%) of the median area income as defined by HUD.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Number of units Rehabilitated: 4
	Location Description	Citywide rehab of owner-occupied housing for qualified homeowners.
	Planned Activities	Rehabilitation activities to eliminate all code violations and provide a decent, safe, and sanitary living environment to 4 qualified homeowners with annual incomes below eighty percent (80%) of the median area income as defined by HUD

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Greenville's Neighborhood Revitalization Strategy focuses on West Greenville and portions of Center City, areas that are home to a high concentration of low-income and minority residents. The aim of this initiative is to improve housing quality, support economic growth, enhance community infrastructure, and promote social inclusion. Our goal is to uplift these neighborhoods, empower their residents, and create vibrant, sustainable communities for everyone.

Geographic Distribution

Target Area	Percentage of Funds
Center City Revitalization Area	
West Greenville NRSA	50
Citywide	50

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Greenville acknowledges the concentration of poverty and racial disparities in West Greenville and is dedicated to addressing these challenges. Although our programs are not race-based, we prioritize investments in West Greenville due to its heightened need for economic development, affordable housing, and social services. By directing resources to this area, we aim to foster equitable growth, reduce disparities, and create opportunities for all residents to prosper.

Discussion

As custodians of Greenville's dynamic community, the City is devoted to fostering growth and prosperity for all residents. We acknowledge the urgent need to address concentrated poverty within the Neighborhood Revitalization Strategy Area (NRSA), while also creating pathways for low- and moderate-income (LMI) families outside these regions. Our strategy is centered on prioritizing investments and initiatives that drive opportunity within NRSA neighborhoods. Through strategic collaborations, community involvement, and tailored programs, we aim to eliminate barriers to economic advancement and open doors to success for residents in these areas. At the same time, we are committed to broadening opportunities for LMI families across the entire city. By rolling out city-wide initiatives, supporting inclusive economic development, and enhancing access to vital services, we are dedicated to ensuring that all residents, regardless of their location, have the tools and support to thrive.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to	e Year Goals for the Number of Households to be Supported		
Homeless	250		
Non-Homeless	350		
Special-Needs			
Total	600		

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Sup	ear Goals for the Number of Households Supported Through		
Rental Assistance	0		
The Production of New Units	120		
Rehab of Existing Units	16		
Acquisition of Existing Units	2		
Total	138		

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

The City aims to broaden its efforts by offering a comprehensive range of resources and support to meet the diverse needs of the community. Collaborating with private and nonprofit organizations will be crucial in realizing these objectives.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Greenville is served by a single Public Housing Authority, the Housing Authority of the City of Greenville (HACG). HACG manages public housing units and administers the Section 8 Housing Choice Voucher program. The Authority oversees 714 public housing units across three developments and 756 housing vouchers.

Actions planned during the next year to address the needs to public housing

HACG plans to implement capital improvement projects aimed at enhancing the safety, energy efficiency, and overall appearance of its public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The HACG's Resident Advisory Board and Resident Council Organization play an active role in addressing the needs of residents through regular meetings and surveys. The Resident Advisory Board communicates residents' concerns and needs to HACG management, ensuring the implementation of programs, services, and initiatives that foster resident empowerment and engagement. Additionally, HACG collaborates with the Resident Advisory Board and Resident Council to promote self-sufficiency programs designed to help residents achieve greater economic independence. These initiatives include housing counseling, credit rebuilding, and homeownership training programs.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i) Introduction

The City of Greenville has strengthened its commitment to the Pitt County Continuum of Care (COC) by increasing its involvement and support. The network consists of City and County staff, along with representatives from both non-profit and for-profit organizations. This group meets monthly to address the growing homeless population in our community. Efforts to end homelessness and coordinate supportive services for homeless individuals are key priorities for the community. The Community Crossroads Center plays a critical role by providing emergency shelter for individuals and families, along with case management and referral services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City is actively pursuing opportunities to address the evolving needs of homeless families. A key priority remains incentivizing the development of affordable housing that includes set-aside units for families at risk of homelessness. In addition, the City supports non-profit organizations, offers tenant-based rental assistance, and utilizes other proven methods of support as funding permits.

The City of Greenville is dedicated to continuing its support of the regional Continuum of Care (COC) committee by funding programs and services that aim to reduce and eliminate homelessness. Through the collaborative efforts of COC members and partners, the City is able to assess the unique needs of homeless individuals and connect them with the necessary resources. The Community Crossroads Center (CCC) serves as a critical entry point for homeless individuals, offering case management and providing tailored programs and services to help them achieve self-sufficiency and stability within the community.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Community Crossroads Center (CCC) is a 98-bed emergency shelter serving the homeless population in the City of Greenville. The center provides 58 beds for men, 24 for women, and 4 family rooms, with an additional 6 family rooms currently under construction. All accommodations are available on a first-come, first-served basis. CCC will continue to work closely with the City, County, and other organizations to better meet the needs of the growing homeless population, including through the center's ongoing expansion. The City remains dedicated to providing resources and support to prevent homelessness before it occurs, through programs and services focused on reducing and eliminating homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families

with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to collaborate with and support the efforts of the Continuum of Care (COC) to help homeless individuals and families transition to permanent housing and self-sufficiency. In this regard, the City will prioritize funding for activities that prevent individuals and families from becoming homeless again. In Greenville/Pitt County, individuals and families in transitional housing often face challenges in sustaining stable housing, such as lease defaults, evictions, and poor credit histories.

The City of Greenville will not distinguish between those already experiencing homelessness and those on the verge of becoming homeless. The City is committed to providing resources and funding to both the COC and the Community Crossroads Center to assist individuals and families in both situations. The City recognizes that both transitional housing and supportive housing play a crucial role in overcoming barriers to affordable housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The causes, nature, and full extent of homelessness in Pitt County are diverse and complex. Given the variety of homeless populations and the range of services available through the Continuum of Care initiative, it is clear that homelessness does not have a single cause. To identify these populations and assess their needs, the City and COC will continue to utilize the Point-in-Time (PIT) survey and collaborate with partners to evaluate the needs of the homeless. Additionally, as previously mentioned, Greenville will prioritize funding for activities aimed at preventing low- and moderate-income individuals and families at risk from becoming homeless.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Greenville has identified several barriers that hinder efforts to develop affordable housing and make safe, decent, and sanitary housing unattainable for lower-income families. Financial barriers exist for both homeowners and renters. Many low- and moderate-income families struggle to save the necessary funds for down payments and closing costs when purchasing a home. Combined with poor credit histories, this makes homeownership even more difficult to achieve.

Additionally, many low- and moderate-income households lack the education and job skills required to secure adequate housing. First-time homebuyers, in particular, may not fully understand the homebuying and lending processes, which can make them hesitant or unprepared to pursue homeownership. For lower-income renters, a lack of understanding about landlord laws and tenant rights can create further obstacles.

As required by the HOME Program, the City of Greenville implements affirmative marketing procedures for any housing development with five or more HOME-assisted units. Affirmative marketing targets potential tenants and homebuyers who are less likely to apply for housing, ensuring that they are aware of available affordable housing opportunities.

The City also recognizes that certain populations face a disproportionately higher need for housing assistance. The Hispanic community, which is growing both nationally and in Greenville-Pitt County, is one such group. To address this need, the City has created affordable housing brochures in Spanish and is planning to offer homebuyer education workshops in Spanish to further assist this population.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Discussion:

In response to the barriers to developing affordable housing, the City of Greenville remains committed to increasing the availability of affordable homes. The City purchases land for subdivisions using funding from approved public bonds. Once the land is acquired and infrastructure is installed, the City makes lots available to builders for development. All submitted proposals are evaluated based on a reasonable price per square foot and the contractor's ability to meet the required building specifications outlined in the Request for Proposals. The City's investment in land acquisition and infrastructure improvements helps to reduce the overall cost of the lots, making them more affordable for homebuyers. As lots are sold to eligible buyers, the recaptured lot costs are reinvested to fund future housing developments.

The City also partners with local non-profit organizations to offer homeownership counseling and workshops to prospective buyers. Additionally, the Community Development staff provides a Homeownership Academy, offering participants the opportunity to learn about the homebuying process

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and prepare financially for homeownership, particularly within the West Greenville Redevelopment Area.

Over the next five years, the City will adopt a comprehensive approach to affordable housing. This plan will not only provide resources for homeownership but also support workforce development initiatives. With the economy evolving over the past few decades—especially in recent years—the City is focused on preparing both younger and older individuals for the workforce of the 21st century. This includes offering computer classes, high-tech manufacturing training, and opportunities in modern healthcare. The City will also promote basic literacy programs and provide access to community college courses to further enhance residents' skills and employability.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Greenville is committed to undertaking additional actions, as financially feasible, to improve the quality of life for its residents. These efforts will focus on addressing underserved needs identified for very low- and low-income households. The City will prioritize maintaining and preserving the existing affordable housing stock and reducing the incidence of lead-based paint through measures such as abatement. Additionally, the City will continue to support economic development programs aimed at reducing poverty and improving economic stability. We will also maintain coordination with both public and private housing developers and social service providers to better meet the needs of our residents and enhance service delivery.

Actions planned to address obstacles to meeting underserved needs

To address the barriers to affordable housing development, the City of Greenville continues to focus on creating affordable housing and providing job training and job creation initiatives. The City will continue to purchase substandard units and vacant lots, positioning them for partnerships with builders to facilitate development. All submitted proposals will be evaluated based on a reasonable price per square foot and the contractor's ability to meet the required building specifications outlined in the Request for Proposals. The purchase of land and improvements increases the affordability of these lots, ultimately reducing costs for the homebuyer. As each lot or home is sold to eligible homebuyers, the recaptured funds from the lot costs will be reinvested to support future developments.

The City of Greenville also partners with local non-profit organizations to provide lease-purchase programs, homeownership counseling, workshops, workforce development, and educational programs. These partnerships are designed to help low- and moderate-income families and individuals (1) gain a working knowledge of the home buying process, (2) prepare financially for homeownership, (3) acquire the necessary skills for middle-income jobs, and (4) meet basic educational needs.

Actions planned to foster and maintain affordable housing

To address the barriers to developing affordable housing, the City of Greenville continues to create single-family affordable housing opportunities. These opportunities are made possible through properties purchased using community development funds. Once the land is acquired and infrastructure is installed, the City makes the lots available for development by both non-profit and for-profit agencies.

Development proposals are evaluated based on a reasonable price per square foot and the developer's ability to meet the building specifications outlined in the Request for Proposals. As a result of the City's investment in land acquisition and infrastructure improvements, the cost of the lots is reduced, making them more affordable for homebuyers. When lots are sold to eligible homebuyers, the funds from the lot cost are sometimes recaptured and reinvested to support future development projects.

Actions planned to reduce lead-based paint hazards

Lead poisoning remains one of the most significant environmental threats to children in the United States. While exposure to high levels of lead can poison anyone, the effects are most severe among young children. Children under the age of six are especially vulnerable due to their developing nervous systems. At high exposure levels, lead poisoning can cause convulsions, coma, and even death. Though such extreme cases are rare, they still occur. At lower exposure levels, lead poisoning can result in reduced intelligence, learning disabilities, impaired hearing, and stunted growth in children.

One of the key initiatives from HUD over the last decade has been the reduction of lead-based paint hazards. Many jurisdictions nationwide have worked to address this issue. The federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992) amended the Lead-Based Paint Poisoning Prevention Act of 1971, providing legal protection against lead-based paint hazards in federally funded housing. These laws, along with subsequent regulations from HUD (24 CFR Part 35), aim to safeguard young children from lead-based paint risks in homes receiving federal assistance or being sold by the federal government.

In all property rehabilitation projects undertaken by the City of Greenville, an assessment will be conducted to determine whether lead-based paint is present. If lead-based paint is found, the City will follow the guidelines outlined in the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the relevant sections of the Housing and Community Development Act of 1992 (Title 24, Part 35 of the Code of Federal Regulations).

The City is committed to testing and abating lead in all pre-1978 housing units that are assisted with federal grant funds. Currently, the City has contracted with a firm specializing in lead testing and clearance activities. This firm also provides training for housing rehabilitation contractors to ensure compliance with lead abatement requirements.

Many low- to moderate-income communities nationwide face environmental hazards but lack the financial resources to address them. The City of Greenville still has housing units sufficiently old to contain lead-based paint. The City is dedicated to securing funding to eliminate, abate, or mitigate these hazards wherever possible.

Actions planned to reduce the number of poverty-level families

Funding through the CDBG Public Service projects enables housing providers to assist families and individuals living in poverty by offering job training, educational programs, and supportive services.

Additionally, the City of Greenville's housing programs directly combat poverty by creating affordable housing opportunities for low-income households. Without these initiatives, many low-income families would be unable to afford housing rehabilitation costs or purchase a home.

Actions planned to develop institutional structure

The City of Greenville, through its Community Development Division, housing subrecipients, and Community Housing Development Organizations (CHDOs), is well-organized to effectively utilize funding received from various state and federal programs.

Each year, the City works closely with local institutions to provide housing and economic opportunities for low-income individuals through public service activities. The City also participates in the Pitt County Continuum of Care, which was established in 2001 and has grown into a well-coordinated network of local government agencies, housing providers, service organizations, and other stakeholders. The City's active involvement in the Continuum of Care will continue to strengthen collaboration and improve service delivery. Additionally, the Public Housing Authority has joined the Continuum and is now working alongside the City in support of revitalization efforts within the West Greenville Redevelopment Area.

The City of Greenville remains committed to coordinating with other governmental agencies, non-profit organizations, private entities, and community members to expand opportunities for the target area.

Actions planned to enhance coordination between public and private housing and social service agencies

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0		
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0		
3. The amount of surplus funds from urban renewal settlements	0		
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0		
5. The amount of income from float-funded activities	0		
Total Program Income	0		
Other CDBG Requirements			
1. The amount of urgent need activities	0		

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City of Greenville is collaborating with administrators from the North Carolina Housing Finance Agency to offer additional down payment assistance to first-time homebuyers. The Agency provides up to \$65,000 for down payment and closing costs, which can be combined with the City's subsidy of up to \$40,000. In addition, the City leverages funds through the Low-Income Housing Tax Credit Program to support the development of rental housing. To encourage this activity, the City offers gap financing to developers.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In compliance with the homebuyer recapture/resale provisions outlined in 24 CFR Part 92.254, the City of Greenville has adopted the recapture provision for HOME-funded homeownership

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assistance. This provision applies to direct HOME subsidies provided to eligible homebuyers, including down payment assistance and closing costs. The City also allocates HOME funds to its Community Housing Development Organizations (CHDOs) to support the development of affordable housing. CHDOs have adopted the HOME recapture provision, except for the development of rental units. When CHDOs develop homeownership single-family housing, the City provides down payment assistance.

All CHDOs, sub-recipients, and entities administering HOME programs must adhere to the recapture provisions adopted by the City. The City requires the recapture of HOME-funded homeownership assistance from the net sales proceeds when the original homebuyer sells the property during the affordability period.

Net sales proceeds are defined as the amount remaining from the sale of the property after paying off the outstanding balance of any superior mortgage, sales commission, the original homebuyer's down payment, and the cost of any property improvements made by the original homebuyer. If net proceeds are available at closing, all HOME funds must be repaid. In the case of foreclosure, the lender may not require repayment of an amount greater than the net proceeds available after the foreclosure sale. The recapture provision is enforced through a Declaration of Deed Restrictions, which specifies the period of affordability, primary residency requirement, and the terms and conditions for using the recapture provision.

Homebuyer assistance may be used for down payment assistance and/or principal mortgage reduction through a Secondary Mortgage. The borrower's income must not exceed 80% of the area median income, adjusted for family size, as published annually for Greenville. The maximum loan amount is up to \$20,000, or 20% of the home's sales price, whichever is lower, with a cap of \$20,000. Loans will be amortized over a 15-year period at 0% interest. In the event of voluntary or involuntary property disposition or default, the percentage of repayment is determined based on the actual year.

Assistance provided to nonprofit agencies through the CDBG Program will be secured by a sub-recipient agreement or contract. If an agency fails to comply with program rules, the assistance will be recaptured.

Recaptured HOME funds from CHDOs, on behalf of the City of Greenville, are not considered CHDO proceeds and must be used by the CHDOs to provide affordable housing for Greenville residents. Recaptured HOME funds from agencies other than CHDOs will be returned to the City of Greenville and used for eligible HOME activities in accordance with HOME statute and regulations, similar to program income.

The recapture provision ensures that each HOME-assisted unit remains affordable for a period defined by the following recapture schedule, established in accordance with 24 CFR 92.254(a)(4):

HOME Funds Provided Period of Affordability

Less than \$15,000 5 years \$15,000 to \$40,000 10 years More than \$40,000 15 years New Construction 20 years

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5. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Housing Rehabilitation Assistance will be available to individuals and families with incomes up to 80% of the area median income, adjusted for family size, as published annually for Greenville. For households earning less than 50% of the area median income, a 15-year deferred loan of up to \$60,000 will be offered for rehabilitation assistance. For households with incomes between 51% and 80% of the area median income, a combination of a deferred payment loan and a no-interest loan is available. Deferred loans will be forgiven at a rate of 10% per year, and no-interest loans will be amortized over a 10-year period. In no case may the total assistance exceed \$60,000, unless special circumstances justify exceeding the limit, with approval from the City Manager.

Assistance provided to nonprofit agencies through the CDBG Program will be secured through a sub-recipient agreement or contract. If the agency fails to comply with program rules, the assistance will be recaptured.

Recaptured HOME funds from Community Housing Development Organizations (CHDOs) on behalf of the City of Greenville are not considered CHDO proceeds. These funds must be used by the CHDOs to provide affordable housing for Greenville residents.

Recaptured HOME funds from agencies other than a CHDO will be returned to the City of Greenville and used for eligible HOME activities, in accordance with the HOME statute and regulations, and managed like program income.

6. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Greenville does not have existing debt.

- 7. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).
- 8. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

9. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Plans are underway to designate set-aside units for Qualifying Populations (QP), as defined by HUD, within an upcoming tax credit rental development. This will ensure that units are available for victims of domestic violence and veterans, as needed.



City of Greenville, North Carolina

Meeting Date: 08/11/2025

<u>Title of Item:</u> Ordinance Amending City Code Section 12-1-2 to Allow the Sale, Service,

Possession, and Consumption of Malt Beverages and Unfortified Wine Upon Designated Portions of Sheppard Memorial Library and Other Clarifications to

Ordinance

Explanation: Certain revisions to Part II, Title 12, Chapter 1, Section 2 of the Code of

Ordinances, City of Greenville are necessary to revise the existing provisions regarding the possession and consumption of unfortified wine and malt beverages on city property so as to allow the sale, service, possession, and

consumption of malt beverages and unfortified wine upon designated portions of

Sheppard Memorial Library consistent with defined portions of other city property and to make other necessary clarifications to the existing ordinance. An ordinance to update City Code Section 12-1-2 is attached for City Council's

consideration.

Fiscal Note: There is no fiscal impact.

Recommendation: That City Council approve the recommended ordinance revisions.

ATTACHMENTS

☐ An Ordinance to Revise City Code 12-1-2 to Allow Beer and Wine at Sheppard Memorial Library.pdf

ORDINANCE NO. 25-

AN ORDINANCE TO MAKE REVISIONS TO PART II, TITLE 12, CHAPTER 1, SECTION 2 OF THE CODE OF ORDINANCES, CITY OF GREENVILLE

WHEREAS, certain revisions to Part II, Title 12, Chapter 1, Section 2 of the Code of Ordinances, City of Greenville are necessary to revise the existing provisions regarding the possession and consumption of unfortified wine and malt beverages on city property so as to allow the sale, service, possession, and consumption of malt beverages and unfortified wine upon designated portions of Sheppard Memorial Library consistent with defined portions of other city property and to make other necessary clarifications to the existing ordinance;

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

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

(D) Exceptions.

- of this section and as otherwise allowed by state law, upon obtaining all ABC permits as required by law; obtaining all city permits as may be required; paying all fees as may be required by the Manual of Fees; entering into any lease with the city as may be required; obtaining the written approval of the City Manager and subject to any conditions identified by the City Manager in the written approval; and complying with the procedure regarding the sale, service, possession, or consumption of alcoholic beverages on city property as adopted by the City Manager, the sale, service, possession, and consumption of malt beverages and unfortified wine is allowed upon designated portions of:
 - (a) A golf course owned, occupied, or controlled by the city.
 - (b) A convention center owned, occupied, or controlled by the city.
 - (c) The Walter L. Stasavich Science and Nature Center and River Park North.
 - (d) The building owned by the city at the Perkins Complex.
 - (e) The C.M. Eppes Recreation Center.
 - (f) A building owned by the city and leased to a person for a continuous term of greater than two years.

- (g) The Town Common, which may include the parking lot and foot bridge, and those portions of First Street and sidewalks that adjoin the Town Common if those portions are temporarily closed to vehicular traffic pursuant to a permit issued by the City Manager pursuant to City Code Section 10-2-150 entitled "TEMPORARY CLOSING OF STREETS FOR SPECIAL EVENTS" as may be amended from time to time.
- (h) Wildwood Park.
- (i) Five Points Plaza.
- (j) Guy Smith Stadium if the ABC permit holder has entered a lease with the city of Guy Smith Stadium for a continuous period of at least ten years.
- (k) Any public streets, sidewalks, alleys, or parking lots in the "downtown area" which are temporarily closed to vehicular traffic for special events. "Downtown area" is a term that is defined in the procedure adopted by the City Manager.
- (1) The main library of Sheppard Memorial Library at a special event approved by the Sheppard Memorial Library Board of Trustees.

Factors which the City Manager shall consider when permitting the sale, service, possession, or consumption of malt beverages and unfortified wine as may be allowed by State law and the ABC Commission pursuant to subsections (D)(1)(a) to (D)(1)(l) of this section include but are not limited to:

- 1. That an applicable ABC permit for the special event has been issued by the ABC Commission.
- 2. The city's previous experience with the special event organizer and/or the special event.
- 3. That the location and time for the special event are appropriate.
- 4. That the special event organizer's plans regarding crowd control, cleanup, and other public safety and welfare matters are adequate.
 - (m) Social districts in accordance with this section.
- (2) Fortified wine, spirituous liquor, and mixed beverages. Notwithstanding any other provision of this section and as otherwise allowed by state law, upon obtaining all ABC permits as required by law; obtaining all city permits as may be required; paying all fees as may be required by the Manual of Fees; entering into any lease with the city as

may be required; obtaining the written approval of the City Manager and subject to any conditions identified by the City Manager in the written approval; and complying with the procedure regarding the sale, service, possession, or consumption of alcoholic beverages on city property as adopted by the City Manager, the sale, service, possession, and consumption of fortified wine, spirituous liquor, and mixed beverages is allowed upon designated portions of:

- (a) A golf course owned, occupied, or controlled by the city.
- (b) A convention center owned, occupied, or controlled by the city.
- (c) The Town Common, which may include the parking lot and foot bridge, and those portions of First Street and sidewalks that adjoin the Town Common if those portions are temporarily closed pursuant to a permit issued by the City Manager pursuant to City Code Section 10-2-150 entitled "TEMPORARY CLOSING OF STREETS FOR SPECIAL EVENTS" as may be amended from time to time.
- (d) Wildwood Park.
- (e) Five Points Plaza.
- (f) Guy Smith Stadium if the ABC permit holder has entered a lease with the city of Guy Smith Stadium for a continuous period of at least ten years.
- (g) Any public streets, sidewalks, alleys, or parking lots in the "downtown area" which are temporarily closed to vehicular traffic for special events. "Downtown area" is a term that is defined in the procedure adopted by the City Manager.

Factors which the City Manager shall consider when permitting the sale, service, possession, or consumption of fortified wine, spirituous liquor, and mixed beverages as may be allowed by state law and the ABC Commission pursuant to subsections (D)(2)(a) to (D)(2)(g) of this section include but are not limited to:

- 1. That an applicable ABC permit for the special event has been issued by the ABC Commission.
- 2. The city's previous experience with the special event organizer and/or the special event.
- 3. That the location and time for the special event are appropriate.

- 4. That the special event organizer's plans regarding crowd control, cleanup, and other public safety and welfare matters are adequate.
 - (h) Social districts in accordance with this section.

<u>SECTION 2</u>. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

<u>SECTION 3</u>. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

<u>SECTION</u>	SECTION 4. This ordinance will become effective upon passage.								
This the	day of	, 2025.							
		P. J. Connelly, Mayor							
ATTEST:									
W.1. ' C1.'	G't Cl 1								
Valerie Shiuwegan	r, City Clerk								



City of Greenville, North Carolina

Meeting Date: 08/11/2025

<u>Title of Item:</u> Ordinance to Amend the Manual of Fees to Update Fire & Rescue Fees

Explanation: Attached for consideration at the August 11, 2025 City Council meeting is an

ordinance updating the Fire & Rescue fees to remove the cap on the Fire

Protection Service fee which currently reads in part:

"Total property value divided by 100 multiplied by 10% equals the billed

amount. In no event shall the annual cost of service under this agreement exceed

the sum of \$50,000."

The verbiage will now read in part:

"Total property value divided by 100 multiplied by 10% equals the billed

amount."

Fiscal Note: This change should have minimal increases in fee revenues.

Recommendation: Approve the ordinance to update the Fire & Rescue Fees.

ATTACHMENTS

■ Manual of Fees - Fire Cap Ordinance.pdf

ORDINANCE NO. 25-AN ORDINANCE AMENDING THE MANUAL OF FEES FIRE PROTECTION RATES

WHEREAS, an amendment to the Manual of Fees is required to remove a cap to the extraterritorial fire protection fee for the Greenville Fire & Rescue Department;

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

<u>Section 1:</u> That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by updating the Manual of Fees as follows:

Greenville Fire & Rescue Department

Fire Protection Service: The following formula is hereby established for determining the extraterritorial fire protection fee each fiscal year: Total property value divided by 100 multiplied by 10% equals the billed amount.

<u>Section 2.</u> All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

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

This the 11th day of August, 2025.

	P. J. Connelly, Mayor
ATTEST:	
Valerie Shiuwegar, City Clerk	-



City of Greenville, North Carolina

Meeting Date: 08/11/2025

Title of Item:

Contract Award for Professional Services for the Joint City/GUC Employee Classification and Compensation Study

Explanation:

On June 18, 2025, the City of Greenville (City) and Greenville Utilities Commission (GUC) advertised a Request for Proposals (RFP) for qualified consulting firms having experience in the areas of local government and public utility personnel systems to complete a comprehensive joint classification and compensation study. Staff received 14 proposals in response to the RFP by the submittal deadline of July 9, 2025. A selection committee comprised of representatives from the City and GUC reviewed each proposal independently and rated each according to the criteria included in the RFP. The selection committee invited three (3) firms for on-site presentations on July 28, 2025 and July 29, 2025 to further present their qualifications. The selection committee unanimously chose Segal due to its specialized expertise in classification and compensation analysis and design.

The last comprehensive joint classification and compensation study was completed in 2009 and implemented in 2011. The market-based pay plan was last updated in 2022. The Joint City/GUC Employee Classification and Compensation Study will assist in the development and implementation of a classification and compensation plan that will enable the City and GUC to competitively recruit and retain high-performing employees, maintain internal and external equity, and comply with legal requirements.

Fiscal Note:

Total fixed fee of up to \$355,000, with half paid by the City (\$177,500) and half paid by GUC (\$177,500). Both the City and GUC have budgeted funds in their FY 2025/26 budgets for this Study.

Recommendation:

City Council approve and award a professional services contract for the Joint City/GUC Employee Classification and Compensation Study.

ATTACHMENTS

	Classification	and C	Compensation	Study	Contract.pd	f
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STATE OF NORTH CAROLINA COUNTY OF PITT

CLASSIFICATION AND COMPENSATION STUDY CONTRACT

This Classification and Compensation Study Contract ("Contract") is hereby entered into by and between the City of Greenville and Greenville Utilities Commission, North Carolina (herein collectively referred to as "Client"), and The Segal Company, Inc. ("Contractor") for the Contractor to conduct a Classification and Compensation Study for Client. The Client and the Contractor are collectively referred to herein as the "Parties" and individually as a "Party."

IN CONSIDERATION of the mutual covenants and agreements contained herein below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Administrative and Specifications Requirements</u>. This Contract consists of this signed contract and all exhibit(s) attached thereto. If any discrepancy should exist between the language contained in this contract and its exhibit(s), the language in the contract herein shall take precedence over the language contained in the exhibit(s) to the Contract.
- 2. <u>Pricing and Delivery of Services</u>. The Contract price is firm and fixed at, and will not exceed, \$355,000.00. The Contractor must provide all services in accordance with the terms and conditions of the Contract.
- 3. <u>Term of Contract</u>. The term of the Contract shall be from August 12, 2025 to and including June 30, 2026. The Client, in its sole discretion, may thereafter choose to extend the Contract, in 30-day intervals.
- 4. <u>Standard of Care</u>. Contractor shall discharge its obligations under this Contract with that level of reasonable care in which a similarly situated business would exercise under similar circumstances. For any transactions involving monies due the Client, the Contractor agrees to serve as a fiduciary for purposes of this Contract. As additional consideration for the Client to enter into this Contract, the Contractor represents and warrants the following to the Client:
- A. It (i) is a duly organized and validly existing legal entity under the laws of North Carolina, and in good standing with North Carolina; (ii) has full authority to grant the Client the rights granted in this Contract; and (iii) has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Contract.
- B. It shall execute any and all documents or contracts with third parties in its name and shall not represent itself as conducting business on behalf of the Client or any of its agencies or employees.
- C. It is in compliance in all material respects with all laws, regulations, and requirements applicable to its business and has obtained all authorizations, consents, approvals, orders, licenses, exemptions from, and has accomplished all filings or registrations or qualifications with, any court or governmental authority that are necessary for the transaction of its business.

- 5. <u>Affirmative Covenants</u>. Until the termination of this Contract, the Contractor shall:
- A. Maintain its existence and continue to be a duly incorporated legal entity that is and organized and validly existing under the laws of North Carolina and duly qualified to do business in the State of North Carolina to the extent required by applicable law.
- B. Give notice to the Client, within 10 days of the Contractor learning thereof, of any litigation involving a claim for damages in excess of \$100,000.00 affecting or relating to the Contractor or the services required under this Contract.

C. Promptly notify the Client if:

- 1) The Contractor learns of the occurrence of any event which constitutes, or, with the passage of time, the giving of notice or otherwise, will constitute a default under this Contract, together with a detailed statement by a duly authorized representative of the Contractor specifying the nature thereof and what action such Contractor is taking or proposes to take with respect thereto.
- 2) The Contractor receives any notice of default from, or the taking of any other action by, the holder(s) of any promissory note, debenture, or other evidence of indebtedness of the Contractor, together with a detailed statement by the Contractor's duly authorized representative specifying the notice given or other action taken by such holder(s) and the nature of the claimed default and what action such Contractor is taking or purposes to take with respect thereto.
- 3) The Contractor learns of the existence of any legal, judicial or regulatory proceedings affecting the Contractor or any of its properties or assets in which the amount involved is material and is not covered by insurance or which, if adversely determined, would cause a material adverse change in the business, prospects, profits, properties, assets or condition (financial or otherwise) of the Contractor.
- 4) There shall occur or exist any other event or condition causing a material adverse change in the business, prospects, profits, properties, assets, or condition (financial or otherwise) of the Contractor.
- 6. <u>Indemnification</u>. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Client, its officials (elected and non-elected), employees, agents, representatives, and consultants against any and all liability arising out of or in connection with any of the operations or obligations of Contractor and/or Contractor's employees and/or agents, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity, from any and all claims, damages, lawsuits, costs, judgments, losses, and expenses, including but not limited to attorneys' fees, and any other liabilities that may arise which is attributable to or caused by acts or omissions of Contractor or anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of

indemnity which would otherwise exist as to a Party or person described in this paragraph. Furthermore, Contractor holds the Client harmless and indemnifies the Client from any breach, fines, or penalties, ransomware, or any other first or third-Party claims that arise out of any breach to Contractor's computer system or devices. This indemnification obligation shall survive the termination of this Contract.

- 7. <u>Waiver of Subrogation</u>. Contractor waives its right of recovery against the City for damage to real or personal property caused by any peril of loss.
- 8. <u>Subcontracting</u>. Contractor shall be the primary contractor who will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under this Contract, but Contractor will remain the primary Contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. The Contractor shall identify to the Client, in writing, each of its subcontractors, suppliers, and joint ventures involved in the performance of this Contract, and provide the Client with written updates to its list of subcontractors, suppliers, and joint ventures during the term of this Contract. The Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the Client.
- 9. <u>Consent to Assign</u>. Contractor shall not assign any of its rights or obligations under this Contract without the Client's prior written consent. Any purported assignment made without Client's written consent is void. In the case of a valid assignment, the Client may assert against any assignee any claim or defense that the Client may have against the assignor.
- 10. **Record Keeping**. The Contractor will keep all financial records during the period covered by the Contract and is required to provide to the Client, or its designated representative, full and complete access and right to examine any books, documents, papers, or records related to this Contract.
- 11. <u>Insurance Requirements</u>. ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF NORTH CAROLINA. Throughout the Contract term, including any extensions thereof, the Contractor shall, at its sole cost and expense, maintain a comprehensive insurance program affording as a minimum the items indicated below:
- A. Comprehensive General Liability. No less than \$1,000,000.00 single limit occurrence including coverage for: 1) personal injury liability: all sums, which the Contractor shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; 2) Broad form property damage liability; 3) products and completed operations; 4) premises and completed operations; and 5) contractual liability insuring the obligations assumed by the Contractor under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others to the extent the same result from the gross negligence of the Client, its officers, employees, or agents.

B. **Automobile Liability Insurance**. No less than \$1,000,000.00 combined single limit; all sums, which the Contractor shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence rising out of ownership, maintenance, or use of any automobile.

C. Excess Annual Aggregate Limit. \$1,000,000.

A Certificate of Insurance reflecting the required coverages as set forth below, with the Client being identified thereon, individually as *additional insureds*, *with the project name*, *and the bid number* included thereon, shall be provided to the Client within seven (7) calendar days from the effective date of this Contract. If there is any change in the Contractor's insurance carrier, a new certificate of insurance representing the same coverages shall be provided to the Client within seven (7) calendar days of the change. Any failure by the Contractor to timely provide a certificate of insurance to the Client shall be considered as default and shall allow the Client, without penalty, to immediately terminate this Contract.

- 12. <u>Time of Performance</u>. The Contract shall be effective on and after the date on which it is last executed by a Party hereto, and shall thereafter remain in effect until terminated in accordance with the termination provisions set forth in this Contract.
- 13. **Standard Invoice and Payment**. The Contractor shall submit detailed payment invoices to the Client, in a form reasonable acceptable to the Client, no more than once every 30 days.
- 14. <u>Payment Due Date</u>. The Client normally makes payments within 35 days from the day an invoice is received. The Client shall not pay late fees, interest, or other penalties for later payment.
- 15. <u>Taxes</u>. The Client is exempt from all federal, state, and local taxes. A tax-exempt certificate will be provided by the Client to the Contractor upon request.
- 16. <u>Contract Administration</u>. The Client's Human Resources Department(s) will be responsible for the administration of the Contract.
- 17. **Performance Reports**. Client may request various reports regarding performance of this Contract. The Contractor will respond to such requests in a timely manner. All reports will be provided at no cost to the Client.
- 18. **Quality Assurance**. The Contractor is responsible for the quality of the services provided to the Client. Any services or deliverables that are provided to the Client that are not accepted by the Client will not be paid for by the Client until such time that said services are either re-written or made acceptable to the Client. The Client at its sole discretion will determine when any deliverable is acceptable.
- 19. <u>Contract Cancellation</u>. The Client may terminate this Contract upon any one of the following events. The cancellation will be effective on the date delineated by Client. To wit:

- A. **90-Day Notice Termination**. The Client reserves the right to terminate this Contract immediately by giving the Contractor 90-days' written notification. If this Contract is terminated for convenience, the Client shall be liable only for payment under the payment provisions of the Contract for goods and services rendered before the effective date of termination.
- B. **Non-Appropriation of Funds**. This Contract is contingent upon the Client budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to the Client. The Client will provide the Contractor with written notification within 10 business days after being notified that the funding of the Contract is no longer approved.
- C. Cancellation for Failure to Retain Certification. Pursuant to the requirements as stated in the Contract, all certifications and/or registrations must be maintained for the life of the Contract. Any failure to renew and/or have and/or maintain any certification(s) or the decertification by certifying entity, may result in the immediate termination of the Contract.
- D. Cancellation for Financial Instability. The Client may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
- 20. Termination for Default. The Client may, by written notice of default to the Contractor, terminate this Contract, in whole or in part, if the Contractor fails to a) deliver the supplies or to perform the services within the time specified in this Contract or any extension or b) make reasonable progress, so as to endanger performance of this Contract the services required under this Contract. The Client may exercise its right to terminate this Contract under this section of the Contract if, after receipt of the notice from the Client specifying the failure the Contractor to perform such services, the Contractor does not provide cure for such failure within 10 calendar days (or more if authorized in writing by the Client) in a manner acceptable to the Client. If the Client terminates this Contract, in whole or in part, for default under this section it may acquire, under the terms and in the manner, the Client considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Client for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of the Contract. However, the Contractor shall continue the work not terminated.
- 21. Force Majeure. Except for defaults of Contractor or any approved subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from any of the following causes beyond the control and without the fault or negligence of the Contractor only: a) acts of God or of the public enemy; b) acts of the Government in either its sovereign or contractual capacity; c) fires; d) floods; e) epidemics; or f) quarantine restrictions. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor or the Contractor's subcontractors. If, after Contract termination, it is determined that the Contractor was not in default, or that the default was excusable under the terms of this section, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Client.

- 22. <u>Actual Liabilities</u>. Contractor is liable for all damages caused by the Contractor's default or gross negligence. The Client may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. The Client may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor.
- 23. <u>Suspension and Debarments</u>. The Client will not award a Contract for goods or services, funded in whole or in part with federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of North Carolina or who appears on the Federal List of Excluded Parties Listing System https://epls.arnet.gov/.
- 24. <u>Legal Compliance</u>. The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this Contract including applicable state and federal laws regarding drug-free work places. The Contractor accepts full responsibility for the payment of all taxes and insurance premiums including, but not limited to, unemployment compensation and workers' compensation, all income tax deductions, social security deductions, and any other taxes or payroll deductions required for all of Contractor's employees or other persons engaged by the Contractor in the performance of the work specified in this Contract.
- 25. <u>Workers' Compensation</u>. The Contractor shall be required to carry workers' compensation liability insurance as required by North Carolina law for any work to be performed within the State of North Carolina. Failure to maintain such insurance coverage shall be a default and shall subject this Contract to immediate termination, without penalty, by the Client.
- 26. <u>Non-Discrimination</u>. Contractor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of North Carolina, and the Client prohibiting discrimination against employees, applicants for employment or other persons in the provision of any goods or services pursuant to the terms of this Contract with respect to their hire, tenure, terms, conditions, and/or privileges of employment, and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status, and/or Vietnam era veteran status.
- Confidentiality. Each Party acknowledges that performance of this Contract may involve access to and disclosure of certain proprietorial procedures, materials, lists, systems, and information, including personnel information (collectively "Confidential Information") belonging to the other or to its employees. Except as set forth in the next paragraph, no Confidential Information shall be disclosed to any third party other than representatives of such party who have a need to know such Confidential Information, provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such Information shared with Contractor and any said third party must be maintained in strict confidence. Notwithstanding the provisions of the previous paragraph, the Contractor understands and agrees that any Confidential Information may become subject to a North Carolina Public Records Act request, subpoena, and/or court order, and may be releasable in accordance with and under the principles of North Carolina law. In the event either Party receives any such request for any Confidential Information related to this Contract, it will promptly notify the other Parties of the request to enable the other Parties to

take whatever action deemed appropriate by the applicable Party(ies) to seek protection from disclosure. If the Contractor fails to take any action within 10 days of such notice, the Client may make such disclosure without any liability to the Contractor. Under no circumstances will this Contract and its exhibit(s), or any final work product provided by the Contractor to the Client pursuant to the terms of this Contract, be considered Confidential Information.

- 28. <u>Independent Status of the Contractor</u>. The Parties will be acting as independent contractors. The partners, employees, officers, and agents of one Party will act only in the capacity of representatives of that Party and not as employees, officers, or agents of any other Party and will not be deemed for any purpose to be such. Each Party assumes full responsibility for the actions of its employees, officers, and agents, while performing under this Contract and will be solely responsible for paying its people. Each Party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither Party will commit, nor be authorized to commit, the other Party in any manner. The Contractor shall have no claim against the Client for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits of any kind.
- 29. <u>Governing Law/Venue</u>. This Contract shall be deemed made in Pitt County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Pitt County, North Carolina. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection.
- 30. Entire Contract/Amendment/Waiver/Severability. This Contract, including its attached exhibit(s), constitutes the complete understanding of the Parties. The headings and sections contained herein are inserted for convenience only, and do not modify the meaning of any provision hereof. This Contract shall not be modified or terminated except by a writing signed by a duly authorized officer of each Party hereto. Any delay or inaction on the part of either Party in exercising or pursuing its rights or remedies hereunder, under law or in equity, shall not operate as a waiver of any such rights or remedies nor affect the right of any Party to require strict performance at any time thereafter. If any portion of this Contract shall be held to be unenforceable by a court of competent jurisdiction, that provision shall be stricken and all other provisions able to operate independently of the same shall remain in full force and effect.
- 31. <u>Notices</u>. All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other Party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by email. Notice shall be sent to the following addresses:

To the Contractor: The Segal Company, Inc.

Attention: Mary Ann Edwards, Senior Consultant

66 Hudson Blvd., E., 20th Floor New York, New York 10001 Telephone: (864) 554-9107 Email: medwards@segalco.com

To the Client: Leah B. Futrell

Director of Human Resources

City of Greenville 200 W. Fifth Street

Greenville, North Carolina 27858 Telephone: (252) 329-4497

Email: lfutrell@greenvillenc.gov

and

Richie R. Shreves

Director of Human Resources Greenville Utilities Commission

P.O. Box 1847

Greenville, North Carolina 27835

Telephone: (252) 551-1510 Email: shreverr@guc.com

- 32. <u>E-Verify</u>. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statues. Further if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statues. Contractor represents that Contractor and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 33. **No Third Party Beneficiaries**. Nothing contained in this Contract shall give rights or benefits to anyone other than the Parties hereto.
- 34. <u>Time of the Essence</u>. The time limits and time lines set forth herein are of the essence of this Contract. The Contractor has reviewed and approved all such time limits and time lines and confirms that all such limits are reasonable periods of time for its performance hereunder.
- 35. **Representation and Warranties**. Each Party executing this Contract represents and warrants that he/she is duly authorized to enter into this Contract on behalf of themselves or the Party they represent, as the case may be.
- 36. <u>Counterparts</u>. This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

- 37. **E-Signature Authority**. As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party's Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement. Accordingly, the parties hereto consent and agree that this Agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document, or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature. The Parties further consent and agree that (1) to the extent a Party signs this document using electronic signature technology, by clicking "sign," such Party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability, and admissibility, the same as handwritten signatures.
- 38. <u>City Manager's Authority</u>. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this Agreement, that power may be exercised by the City Manager or his or her designee.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as follows:

(The Remainder of this Page Left Blank Intentionally)

(Signatures Begin on Next Page)

CITY OF GREENVILLE

	By:
	Print Name: Michael W. Cowin
	Title: City Manager
	Date:
APPROVED AS TO FORM	<u>[:</u>
BY: Emanuel D. McGirt, O	City Attorney
PRE-AUDIT CERTIFICAT	TION:
This instrument has been pre- and Fiscal Control Act.	audited in the manner required by the Local Government Budget
Jacob Jovner, Director of Fir	Date:
Project Code (if applicable)	
	(Signatures Continue on Next Page)

GREENVILLE UTILITIES COMMISSION

	By:
	Print Name: Anthony C. Cannon
	Title: General Manager/CEO
	Date:
APPROVED AS TO FORM	<u>M:</u>
BY: Philip R. Dixon, Gen	neral Counsel
PRE-AUDIT CERTIFICA	TION:
This instrument has been pre and Fiscal Control Act.	-audited in the manner required by the Local Government Budget
XXXXXXXXXX, Directo	Date:or of Financial Services
	·
Project Code (if applicable)	
	(Signatures Continue on Next Page)

CONTRACT	OR:			
By:				
Print Name:			_	
Title:				
Date:				

(End of Document)



City of Greenville, North Carolina

Meeting Date: 08/11/2025

Title of Item:

Budget Ordinance Amendment #1 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Facilities Improvement Fund (Ordinance #25-020), Housing Fund (Ordinance #24-038), Affordable Housing Fund (Ordinance #24-038), Recreation & Parks Capital Project Fund (Ordinance #17-024), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Special Revenue Grant Fund (Ordinance #11-003), and Community Development Capital Projects Fund (Ordinance #17-024)

Explanation:

Attached for consideration at the August 11, 2025 City Council meeting is Budget Ordinance Amendment #1 Amending the 2025-26 City of Greenville Budget (Ordinance #25-020), Facilities Improvement Fund (Ordinance #25-020), Housing Fund (Ordinance #24-038), Affordable Housing Fund (Ordinance #24-038), Recreation & Parks Capital Project Fund (Ordinance #17-024), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Special Revenue Grant Fund (Ordinance #11-003), and Community Development Capital Projects Fund (Ordinance #17-024).

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

		<u>Funds</u>	<u>Net</u>
<u>Item</u>	<u>Justification</u>	<u>Amended</u>	<u>Adjustment</u>
A	Reallocation of discretionary funds from the Recreation & Parks Department to Project Management.	General Fund	-
В	Recognize the FY 2025-26 allocation of funds for the Street Lights & Cameras project.	Public Works Capital Projects Fund	350,000
С	Recognize the FY 2025-26 allocation of funds for the Pavement Management Program - 26 project.	Engineering Capital Projects Fund	3,105,000

D	Reallocation of		
	remaining funds from the	Recreation & Parks	(22,978)
	Guy Smith Stadium	Capital Project Fund	22,978
	Project to Facilities	Facilities Improvement	
	Improvement.	Fund	
E	Recognize contracted		
	revenues for the	Special Revenue Grants	145,000
	operation Shot Spotter	Fund	
	system.	1 dild	
F	Recognize the FY 2025-		
	26 allocation of funds		450,000
		Affordable Housing	
	balance for the support of	Project Fund	
	various affordable		
	housing project activities.		
G	Recognize the FY 2025-		
	26 grant award &		
	allocation of HUD funds		1,711,607
	for the CDBG - 25 &		
	HOME - 25 programs.	Housing Fund	
	Recognize a previously	Trousing I and	
	apportioned transfer, and		
	amend the HOME - ARP		
	program per HUD		
	guidance.		
Н	Recognize the FY 2025-		
		Community	150,000
	support of the Energy	Development Capital	
	Efficient Revolving Loan	Projects Fund	
	Program.		
I	Add 0.5 FTE to Police	-	-

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	2025-26 Original Budget	Amendment #1	2025-26 Budget per Amend #1
General	\$118,864,369	-	\$118,864,369
Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	4,869,989	-	4,869,989
Fleet Maintenance	6,577,898	-	6,577,898
Sanitation	11,900,000	-	11,900,000
Stormwater	11,390,000	-	11,390,000
Inspections	1,900,000	-	1,900,000
Housing	3,682,427	1,711,607	5,394,034

Affordable Housing	4,353,600	450,000	4,803,600
Health Insurance	14,900,000		14,900,000
Vehicle Replacement	1,200,000	-	1,200,000
Facilities Improvement	1,200,000	22,978	1,222,978
Special Revenue Grants	19,744,764	145,000	19,889,764
Public Works Capital Projects	43,128,246	350,000	43,478,246
Recreation & Parks Capital Projects	33,625,146	-	33,625,146
Community Development Capital Projects	19,820,634	150,000	19,970,634
Occupancy Tax	750,000	-	750,000
Engineering Capital Projects	69,195,525	3,105,000	72,300,525
Fire/Rescue Capital Projects	12,317,183	-	12,317,183
Capital Project Management Fund	660,000	-	660,000
Donations	601,986	-	601,986
Enterprise Capital Projects	37,634,181	-	37,634,181
IT Capital Projects Fund	3,820,991	-	3,820,991
Capital Reserve Fund	-	-	-
Pitt-Greenville Convention and Visitors Authority (CVA)	2,223,146	-	2,223,146
ARPA Fund	24,867,811	-	24,687,811
Opioid Settlement Fund	500,877	-	500,877
t			

Recommendation:

Approve Budget Ordinance Amendment #1 Amending the 2025-26 City of Greenville Budget (Ordinance #25-020), Facilities Improvement Fund (Ordinance #25-020), Housing Fund (Ordinance #24-038), Affordable Housing Fund (Ordinance #24-038), Recreation & Parks Capital Project Fund (Ordinance #17-024), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Special Revenue Grant Fund (Ordinance #11-003), and Community Development Capital Projects Fund (Ordinance #17-024).

ATTACHMENTS

BA26-1.pdf

ORDINANCE NO. 25-CITY OF GREENVILLE, NORTH CAROLINA

Ordinance (#1) Amending the 2025-26 Budget (Ordinance #25-020), Facilities Improvement Fund (Ordinance #25-020), Housing Fund (Ordinance #24-038), Affordable Housing Fund (Ordinance #24-038), Recreation & Parks Capital Project Fund (Ordinance #17-024), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Special Revenue Grant Fund (Ordinance #11-003), and Community Development Capital Projects Fund (Ordinance #17-024).

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amen	ament	#1				
	2025-26						2025-26
	Original				Total		Budget per
	 Budget		Α.		Amend #1		Amend #1
ESTIMATED REVENUES							
Property Tax	\$ 46,665,522	\$	-	\$	-	\$	46,665,522
Sales Tax	30,512,904		-		-		30,512,904
Video Prog. & Telecom. Service Tax	704,948		-		-		704,948
Rental Vehicle Gross Receipts	177,000		-		-		177,000
Utilities Franchise Tax	7,492,757		-		-		7,492,757
Motor Vehicle Tax	1,803,631		-		-		1,803,63
Other Unrestricted Intergov't	905,000		-		-		905,000
Powell Bill	2,960,000		-		-		2,960,000
Restricted Intergov't Revenues	1,019,000		-		-		1,019,000
Licenses, Permits and Fees	4,255,199		-		-		4,255,199
Rescue Service Transport	4,758,234		-		-		4,758,234
Parking Violation Penalties, Leases,	625,000		-		-		625,000
Other Revenues	1,957,919		-		-		1,957,919
Interest on Investments	4,723,564		-		-		4,723,564
Transfers In GUC	9,053,691		-		-		9,053,69
Appropriated Fund Balance	1,250,000		-		-		1,250,000
Transfer from Other Funds	-		-		-		
Total Revenues	\$ 118,864,369	\$	-	\$	-	\$	118,864,369
APPROPRIATIONS							
Mayor/City Council	\$ 594,774	\$	-	\$	-	\$	594,774
City Manager	3,739,853		-		-		3,739,853
City Clerk	409,795		-		-		409,793
City Attorney	778,519		-		-		778,519
Human Resources	4,288,734		-		-		4,288,73
Information Technology	4,963,701		-		-		4,963,70
Engineering	6,511,815		-		-		6,511,81
Fire/Rescue	23,151,151		-		-		23,151,15
Financial Services	4,163,083		-		-		4,163,083
Recreation & Parks	10,778,129		(75,000)	(75,000)		10,703,129
Police	34,263,570		<u>-</u>				34,263,570
Public Works	7,972,043		75,000		75,000		8,047,043
Planning & Development	1,712,043		-		-		1,712,04
Neighborhood & Business Services	1,771,048		-		-		1,771,04
Project Management	164,673		-		-		164,67
OPEB	700,000		-		-		700,000
Contingency	40,000		-		-		40,000
Indirect Cost Reimbursement	 (1,950,887)		-			_	(1,950,887
Total Appropriations	\$ 104,052,044	\$	-	\$	-	\$	104,052,044
OTHER FINANCING SOURCES							
Transfers to Other Funds	\$ 14,812,325	\$	-	\$		\$	14,812,325
Total Other Financing Sources	\$ 14,812,325	\$	-	\$	-	\$	14,812,325
Total Approp & Other Fin Sources	\$ 118,864,369	\$	_	\$		\$	118,864,369

Section II: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

		2025-26 Original Budget		D.		Total Amend #1		2025-26 Budget per Amend #1	
ESTIMATED REVENUES									
Transfer from General Fund Transfer from Other Funds Other Revenues Appropriated Fund Balance	\$	1,200,000 - - -	\$	- 22,978 - -	\$	- 22,978 - -	\$	1,200,000 22,978 -	
Total Revenues	\$	1,200,000	\$	22,978	\$	22,978	\$	1,222,978	
APPROPRIATIONS									
Capital Improvement Other Expenses Transfer to Other Funds	\$	1,200,000	\$	22,978 - -	\$	22,978	\$	1,222,978 - -	
Total Appropriations	\$	1,200,000	\$	22,978	\$	22,978	\$	1,222,978	

Section III: Estimated Revenues and Appropriations. Housing Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	G.	Total Amend #1	2025-26 Budget per Amend #1
ESTIMATED REVENUES				
CDBG Grant Income	\$ 1,037,668	\$ -	\$ -	\$ 1,037,668
HOME Grant Income	565,103	-	-	565,103
Transfer from General Fund	442,827	375,000	375,000	817,827
NC Tri-Party Grant	70,000	-	-	70,000
Other Revenues	1,566,829	-	-	1,566,829
CDBG - 25	-	855,949	855,949	855,949
HOME - ARP	-	2,986	2,986	2,986
HOME - 25	-	477,672	477,672	477,672
Total Revenues	\$ 3,682,427	\$ 1,711,607	\$ 1,711,607	\$ 5,394,034
APPROPRIATIONS				
Personnel	\$ 552,128	\$ -	\$ -	\$ 552,128
Operating	3,130,299	375,000	375,000.00	3,505,299
CDBG - 25	-	855,949	855,949.00	855,949
HOME - ARP	-	2,986	2,986.00	2,986
HOME - 25	-	477,672	477,672.00	477,672
Total Appropriations	\$ 3,682,427	\$ 1,711,607	\$ 1,711,607	\$ 5,394,034

Section IV: Estimated Revenues and Appropriations. Affordable Housing Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	F.	A	Total Amend #1	2025-26 Budget per Amend #1
ESTIMATED REVENUES					
Special Fed/State/Loc Grant	\$ 403,000	\$ -	\$	-	\$ 403,000
Restricted Intergovernmental	150,000	-		-	150,000
Sales & Services	1,706,000	-		-	1,706,000
Interest on Investments	180,500	-		-	180,500
Other Revenues	189,100	-		-	189,100
Long-Term Financing	1,000,000	-		-	1,000,000
Transfer from General Fund	200,000	200,000		200,000	400,000
Transfer from Other Funds	525,000	250,000		250,000	775,000
Fund Balance Appropriated	-	-		-	-
Total Revenues	\$ 4,353,600	\$ 450,000	\$	450,000	\$ 4,803,600
APPROPRIATIONS					
Personnel	\$ -	\$ -	\$	-	\$ -
Operating	4,353,600	250,000		250,000	4,603,600
Total Appropriations	\$ 4,353,600	\$ 250,000	\$	250,000	\$ 4,603,600

Section V: Estimated Revenues and Appropriations. Recreation & Parks Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget	 D.	A	Total Amend #1	 2025-26 Budget per Amend #1
ESTIMATED REVENUES					
Restricted Intergovernmental	\$ 1,622,457	\$ -	\$	-	\$ 1,622,457
Transfer from General Fund	3,585,553	-		-	3,585,553
Transfer from Capital Reserve	5,128,822	-		-	5,128,822
Transfer from CD Cap Proj Fund	82,965	-		-	82,965
Transfer from FIP	154,818	-		-	154,818
Transfer from FEMA-Hurricane	317,340	-		-	317,340
Transfer from PW Cap Proj Fund	74,870	-		-	74,870
Transfer from Occupancy Tax Reserve	617,900	-		-	617,900
Special Donations	2,082,755	-		-	2,082,755
Miscellaneous Revenue	567,148	-		-	567,148
Appropriated Fund Balance	971,573	-		-	971,573
Long Term Financing	18,418,945	-		-	18,418,945
Total Revenues	\$ 33,625,146	\$ -	\$	-	\$ 33,625,146
APPROPRIATIONS					
Water Sports Facility Project	\$ 306,325	\$ _	\$	-	\$ 306,325
Wildwood Park	11,278,821	-		-	11,278,821
Transfer to General Fund	9,000	-		-	9,000
Sports Complex Feasibility Study	117,900	-		-	117,900
Guy Smith Improvements	1,051,403	(22,978))	(22,978)	1,028,425
Greenfield Terrace	766,361	-		-	766,361
Elm Street Improvements	44,870	-		-	44,870
NC PARTF - Woodlawn Park	600,000	-		-	600,000
Town Common Bulkhead Project	19,000,000	-		-	19,000,000
Transfer to Other Funds	450,466	22,978		22,978	473,444
Total Appropriations	\$ 33,625,146	\$ -	\$	-	\$ 33,625,146

Section VI: Estimated Revenues and Appropriations. Public Works Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Original Budget F		В.	A	Total Amend #1	2025-26 Budget per Amend #1	
ESTIMATED REVENUES							
Occupancy Tax Transfers from Other Funds	\$	422,610 24,699,878	\$	- 350,000	\$	350,000	\$ 422,610 25,049,878
Other Income Spec Fed/State/Loc Grant Long Term Financing		2,731,245 5,137,777 7,950,000		- - -		- - -	2,731,245 5,137,777 7,950,000
Appropriated Fund Balance		2,186,736		-		-	2,186,736
Total Revenues	\$	43,128,246	\$	350,000	\$	350,000	\$ 43,478,246
APPROPRIATIONS							
Stantonsburg Rd./10th St Con Project	\$	7,191,050	\$	-	\$	-	\$ 7,191,050
Streets Modular Buildings		750,000		-		-	750,000
Sidewalk Development Project		791,287		-		-	791,287
Gateway Sign Project		350,000		-		-	350,000
Energy Efficiency Project		777,600		-		-	777,600
Energy Savings Equipment Project		2,591,373		-		-	2,591,373
Convention Center Expansion Project		4,718,000		-		-	4,718,000
Pedestrian Improvement Project		210,761		-		-	210,761
Street Lights & Cameras		2,651,225		350,000		350,000	3,001,225
F/R Station 3 Parking Lot		139,551		-		-	139,551
F/R Station 2 Bay Expansion		244,655		-		-	244,655
Parking Lot Enhancements		4,866		-		-	4,866
Street Improvements Project Safe Routes to School		13,032,297		-		-	13,032,297
Imperial Demolition		1,409,463 238,464		-		-	1,409,463 238,464
Parking Deck Safety Improvements		180,000		-		-	180,000
Emerald Loop Lighting Upgrades		200,000		_		_	200,000
CVA - Pedestrian Mall Renovation		326,042		_		_	326,042
Pipe Improvement Project		1,750,000		_		_	1,750,000
Transfer to Other Funds		3,307,374		-		-	3,307,374
Transfer to General Fund		636,801		-		-	636,801
Transfer to Street Improvement		1,002,567		_		_	1,002,567
Transfer to Recreation & Parks Capital		74,870		_		_	74,870
Transfer to Facilities Improvement		300,000		-		-	300,000
Transfer to IT Capital Projects Fund		250,000		-		-	250,000
Total Appropriations	\$	43,128,246	\$	350,000	\$	350,000	\$ 43,478,246

Section VII: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance #20-019 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

<u>-</u>	2025-26 Original Budget	C.	Total Amend #1	2025-26 Budget per Amend #1
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 19,675,000	\$ -	\$ -	\$ 19,675,000
Restricted Intergovernmental - NCDOT	240,000	-	-	240,000
Transfer from ARPA Fund	9,813,000	-	-	9,813,000
Transfer from Capital Reserve	3,266,882	-	-	3,266,882
Transfer from Street Improvement Bond Fu	1,500,000	-	-	1,500,000
Transfer from Other Funds	4,899,182	-	-	4,899,182
Other In-kind Contributions	1,150,000	-	-	1,150,000
Transfer from General Fund	14,576,368	3,105,000	3,105,000	17,681,368
Transfer from Stormwater Utility	4,000,000	-	-	4,000,000
Sale of Property	1,433,040	-	-	1,433,040
Long Term Financing	8,642,053	-	-	8,642,053
Total Revenues	\$ 69,195,525	\$ 3,105,000	\$ 3,105,000	\$ 72,300,525
APPROPRIATIONS				
BUILD	\$ 48,956,506	\$ -	\$ -	\$ 48,956,506
Pavement Management Program	12,780,508	3,105,000	3,105,000	15,885,508
Employee Parking Lot	1,293,968	-	_	1,293,968
Ficklen Street Improvements	248,872	-	-	248,872
Dickinson Avenue Improvements	1,250,000	-	-	1,250,000
Mast Arm Project	45,000	-	-	45,000
4th Street Project	1,125,000	-	-	1,125,000
Traffic Safety Improvements	56,000	-	-	56,000
Arts District	885,000	-	-	885,000
North South Connector	1,500,000	-	-	1,500,000
ADA	-	-	-	-
Pavement Conditions	375,000	-	-	375,000
Safe Streets For All	500,000	-	-	500,000
Transfer to General Fund	179,671	-	-	179,671
Total Appropriations	\$ 69,195,525	\$ 3,105,000	\$ 3,105,000	\$ 72,300,525

Section VIII: 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:

		2025-26 Original Budget	Total E. Amend #1			2025-26 Budget per Amend #1		
ESTIMATED REVENUES								
Special Fed/State/Loc Grant	\$	16,066,667	\$ -	\$	-	\$	16,066,667	
CARES Act Funding		1,526,923	-		-		1,526,923	
Transfer From General Fund		1,812,627	-		-		1,812,627	
Transfer From Pre-1994 Entitlement		27,419	-		-		27,419	
Transfer from Other Funds		48,235	-		-		48,235	
Other Income		262,893	145,000		145,000		407,893	
Total Revenues	\$	19,744,764	\$ 145,000	\$	145,000	\$	19,889,764	
APPROPRIATIONS								
Personnel	\$	2,319,850	\$ -	\$	-	\$	2,319,850	
Operating		5,327,354	-		-		5,327,354	
Capital Outlay		2,006,385	-		-		2,006,385	
Transfers		30,419	_		_		30,419	
COVID-19		1,526,923	-		-		1,526,923	
Rural Housing Recovery Grant		350,000	-		-		350,000	
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	
Justice Assistance Grant 2024		46,731	-		-		46,731	
Project Lucky - Job Creation Grant		100,000	-		-		100,000	
Energy Efficient Conservation Block Gran	11	146,850	-		-		146,850	
Assistance to Fire Fighters Grant		404,438	-		-		404,438	
USAR		94,000	-		-		94,000	
Body Worn Cameras		1,400,000	-		-		1,400,000	
Transfer to Other Funds		1,375,877	-		-		1,375,877	
Boviet Solar Economic Development		2,666,666	-		-		2,666,666	
Shot Spotter		1,257,214	145,000		145,000		1,402,214	
Governor's Highway Safety Program		31,000	-		-		31,000	
Total Appropriations	\$	19,744,764	\$ 145,000	\$	145,000	\$	19,889,764	

Section IX: Estimated Revenues and Appropriations. Community Development Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	 2025-26 Original Budget	н.	A	Total mend #1	2025-26 Budget per Amend #1
ESTIMATED REVENUES					
Transfers In / CD Small Business	\$ 4,997,546	\$ _	\$	_	\$ 4,997,546
Transfers / Ctr City Rev Project	160,500	-		-	160,500
Transfers / Trans from Energy Eff	275,000	-		-	275,000
Transfers from General Fund	1,294,170	-		-	1,294,170
Rstrc Intgv / Spec ST Fed Grant	1,450,000	150,000		150,000	1,600,000
Rstrc Intgv / Grant Proceeds	7,500	-		-	7,500
Investment Earnings	399,640	-		-	399,640
Bond Proceeds	10,048,747	-		-	10,048,747
Comm Dev / Sale of Property	422,088	-		-	422,088
Rental Income	316,117	-		-	316,117
Other Revenues	449,326	-		-	449,326
Total Revenues	\$ 19,820,634	\$ 150,000	\$	150,000	\$ 19,970,634
APPROPRIATIONS					
GUC Energy Improvement Program	\$ 112,237	\$ -	\$	_	\$ 112,237
West Greenville Revitalization Proj	6,270,918	-		-	6,270,918
Center City Revitalization Project	5,349,156	-		-	5,349,156
Energy Efficient Revolving Loan Prog	1,600,000	150,000		150,000	1,750,000
4th Street Parking Garage Project	5,194,153	-		-	5,194,153
Imperial Site Purchase	957,035	-		-	957,035
Zoning Ordinance Update	254,170	-		-	254,170
Transfer to R&P Capital Project	82,965	-		-	82,965
Total Appropriations	\$ 19,820,634	\$ 150,000	\$	150,000	\$ 19,970,634

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

Adopted this 11th day of August, 20	025
	P. J. Connelly, Mayor
TEST:	
lerie P. Shiuwegar, City Clerk	