Agenda

Greenville City Council

May 11, 2026
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 Seth Hardee

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. UNC School of Government Municipal Administration Course Graduates -- Don Octigan and KZ Thomas

VII. Public Comment Period

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

VIII. Consent Agenda

2. Approval of Minutes

3. Amendment of the 2026 Schedule of City Council Meetings

4. Ordinance Enacting and Adopting Supplement #2026-S17 to the City of Greenville Code of Ordinances

5. Resolution Amending the City of Greenville Personnel Policies

6. Amendment to the 2010 Interlocal Tax Collection Agreement with Pitt County

7. Resolution Accepting Dedication of Right-of Way and Easements for Mann Farm, Lot 2

8. Agreement with Carolina Coastal Railway, LLC to Replace Railroad Crossing on Arlington Boulevard

9. Resolution Declaring Two Ford Sedans as Surplus and Authorizing Their Disposition to Pitt Community College Basic Law Enforcement Training Program

10. Approval to Purchase Maintenance Equipment for the Operation of North Recreational Complex

11. Approval of Contract with SOVRA/International Data Base Corp. for Procurement and Contract Management System

IX. New Business

12. Presentation of the City of Greenville Fiscal Year 2026-2027 Proposed Budget

13. Budget Ordinance (#10) Amending the 2025-26 General Fund (Ordinance #25-020) and the Special Revenue Grant Fund (Ordinance #11-003)

14. Presentation Providing Analysis of Philadelphia ICE Policies and Comparative Analysis for North Carolina Local Governments

X. Review of May 14, 2026, City Council Agenda

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Approval of Minutes

Explanation: Minutes are attached for review and approval for the following meetings:

- January 5, 2026 Workshop
- January 5, 2026 Meeting
- January 8, 2026 Meeting
- March 9, 2026 Workshop
- March 9, 2026 Meeting
- March 12, 2026 Meeting
- April 9, 2026 Meeting

Fiscal Note: No direct fiscal impact.

Recommendation: Review and approve the attached minutes.

ATTACHMENTS

- **1210282 - City Council Workshop January 5 2026 Minutes - 1 - COG.DOCX**
- **COG-#1210284-v1-City_Council_Meeting_Minutes_January_5_2026.docx**
- **City_Council_Meeting_Minutes_January_8_2026.docx**
- **1212451 - City Council Workshop Minutes March 9 2026 - 1 - COG.DOCX**
- **1212485 - City Council Meeting Minutes March 9 2026 - 1 - COG.DOCX**
- **Greenville_City_Council_Meeting_Minutes_March_12_2026.docx**
- **COG-#1212853-v1-City_Council_Meeting_Minutes_April_9_2026.docx**

Greenville City Council Workshop
Conference Room 337, City Hall, 200 W. Fifth Street
January 5, 2026
4:00 p.m.

CALL MEETING TO ORDER

Mayor PJ Connelly called the Greenville City Council Workshop to order at 4:00 PM and welcomed everyone to the January 5, 2026, Workshop.

ROLL CALL

Present: Mayor P.J. Connelly, Mayor Pro Tem Tonya Foreman, Council Member Arjenae Jones, Council Member Seth Hardee, Council Member Matt Scully, Council Member Les Robinson (arrived at 4:12 p.m.), and Council Member Portia Willis.

Absent: None

APPROVAL OF AGENDA

The City Manager indicated there were no recommended changes to the agenda.

Council Member Willis made a motion to approve the agenda as presented, seconded by Council Member Jones. The motion passed unanimously 5:0.

NEW BUSINESS

1. Presentation by North Carolina League of Municipalities

City Manager Cowin stated that the North Carolina League of Municipalities serves as the primary provider of information, support, and advocacy for North Carolina local government. He noted that the city had never done a comprehensive overview of the League and all its services, so he reached out to Executive Director Rose Vaughn Williams to provide this presentation.

Director Williams acknowledged Greenville as the eleventh largest city in North Carolina and commended the City for not missing opportunities to take advantage of League programs. She summarized the League as an association of all cities in North Carolina that has existed since 1908. Some services have remained constant, such as legislative lobbying and advocacy to unite cities as one voice, while others have evolved over time, including post-COVID programs funded by the General Assembly to help cities and towns that lack the managerial and staff resources that larger cities like Greenville possess.

She outlined statutory municipal functions, including building inspections and code enforcement, which she emphasized are crucial for public safety, as well as parks and recreation, which create the sense of place that attracts residents and businesses. She presented a pie chart showing that property taxes are the largest source of municipal revenue statewide, followed by sales taxes and other fees. She highlighted that municipalities and the state are the only entities responsible for roads in North Carolina, with counties having no such responsibility. She showed photos from the City Vision conference that had been held in

Greenville the previous year, expressing gratitude to the City for hosting and noting its success.

Director Williams provided information about the League, including upcoming events, training opportunities, and legislative goals. She highlighted the League's partnership with the UNC School of Government and opportunities for training for newly elected officials. She provided information about the League's Advancing Municipal Leaders program, which provides education for city staff and elected officials. Courses include civility training for handling constituent anger and council dynamics, council academy, mayor's academy, fiscal management, cybersecurity, ethics, and general governance. She further outlined the League's consulting services, including training and advocacy/lobbying.

Council Member Willis asked about the civility training, specifically whether it required a seventy-five percent Council agreement and what the time commitment involved. Dr. Williams responded that she believed it was one course of approximately two hours, including signing a certificate together, and that it would also be addressed at the conference. She confirmed she would follow up with more detailed information and believed it was offered in person with trainers traveling to municipalities.

Mayor Connelly thanked Director Williams for her presentation, noting he has witnessed firsthand how the League has grown and expanded its services to municipalities statewide. He expressed appreciation for the opportunity that the 2025 City Vision conference provided to showcase Greenville to the state.

2. Town Common Bulkhead and Esplanade Construction Update

Capital Projects & Recreation Services Executive Director Don Octigan provided a brief summary of the timeline, beginning in 2022 with a structural analysis of the bulkhead. The bulkhead, which was built in 1967, was determined to be overstressed. This finding initiated the design process for bulkhead changes, which was funded by American Rescue Plan Act funds (ARPA).

The project scope included revitalizing the waterfront by replacing 1,570 feet of steel bulkhead and the boardwalk. He emphasized that the upgrades would safeguard parking from flooding while creating a more vibrant, accessible space for the community.

The project timeline showed design kickoff in October 2022, with completion in June 2025 after final permits were obtained. He acknowledged the lengthy design period was necessary due to extensive work and community engagement. During community engagement, three top ideas emerged: improved accessibility of the park, a dedicated multi-use path for the greenway connecting the south part from the east side to the west side all the way to Nash Street and eventually to the Office of Veteran Affairs (VA) and medical district, and seating areas close to the river.

The total construction estimate was $18.5 million, with total project costs including design and permitting at approximately $20 million. Funding breakdown included design costs through ARPA funds, with construction costs totaling $19.5 million coming from $5 million in state appropriations and $14 million from the City's capital debt service fund.

He introduced City Projects & Development Manager Mark Nottingham. He noted that staff and the construction team meet on a regular basis to discuss any issues to ensure the project is completed in a timely and efficient manner.

Projects & Development Manager Nottingham provided additional details on the project scope and showed construction progress pictures. He stated that the previous wall lasted

about 50 years, and while engineers won't commit to specific timeframes, the expectation is the new wall should last at least another 50 years. He stated an anticipated completion date of Fall 2026.

Council Member Robinson asked whether boats could go on the inside of the floating dock, noting what appeared to be a pathway. Manager Nottingham stated that the debris diverter would block off that edge, and while the gap might not be wide enough for boats, kayaks or canoes could probably fit through on the backside. There would also be another stiff arm closer to the kayak launch.

City Manager Cowin observed that the City has not made substantial use of the project's contingency fund thus far in the project. If this trend continues, there may be an opportunity to reallocate the already appropriated funds towards additional park improvements.

ADJOURNMENT

Hearing no further business, Mayor Connelly called for a motion to adjourn.

> *Mayor Pro Tem Foreman made a motion to adjourn, seconded by Council Member Scully. The motion passed unanimously, and the meeting was adjourned at 4:51 p.m.*

Respectfully Submitted,

Valerie Shiuwegar, CMC

City Clerk

Greenville City Council Meeting
Council Chambers, City Hall, 200 W. Fifth Street
January 5, 2026
6:00 p.m.

CALL MEETING TO ORDER

Mayor Connelly called the January 5, 2026, meeting of the Greenville City Council to order at 6:00 PM.

INVOCATION & PLEDGE OF ALLEGIANCE

Council Member Jones delivered the invocation and led the Pledge of Allegiance.

ROLL CALL

Present: Mayor P.J. Connelly, Mayor Pro Tem Tonya Foreman, Council Member Arjenae Jones, Council Member Seth Hardee, Council Member Matt Scully, Council Member Les Robinson, and Council Member Portia Willis.

Absent: None.

APPROVAL OF AGENDA

City Manager Michael Cowin reported no changes to the agenda

> *Motion to approve the agenda by Council Member Willis, seconded by Council Member Scully. Motion passed 6:0.*

SPECIAL RECOGNITIONS

1. GFOA Distinguished Budget Presentation Award for Fiscal Year Beginning July 1, 2025

City Manager Cowin recognized the Financial Services Department for receiving the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for fiscal year 2025-2026. He explained that to earn this award, the City met nationally recognized guidelines for effective budget presentation, which evaluate how well a budget serves as a policy document, financial plan, operation guide, and communication tool.

He noted that in addition to meeting rigorous standards, the City introduced a comprehensive performance measurement program as part of the annual budget cycle, fully aligned with the strategic plan adopted by City Council. This initiative ensures that departmental goals are clearly connected to Council priorities and reported in a transparent, user-friendly manner.

Financial Services Director Jacob Joyner recognized Financial Analyst Devin Johnson, who started with the department just over a year ago and took the reins on budget book preparation. He emphasized that it was unusual for GFOA reviewers to go off script and compliment specific aspects of reporting, making this achievement particularly significant for Mr. Johnson's first year preparing the budget.

PUBLIC COMMENT PERIOD

Ms. Pam Strickland

Ms. Strickland, founder of North Carolina Stop Human Trafficking and facilitator for the Pitt County Coalition Against Human Trafficking (PCAT), spoke about human trafficking awareness. She emphasized that the only way to stop human trafficking is to reduce the demand. Strickland mentioned that she was conducting webinars later in the month and thanked the City Council for supporting them by proclaiming January as Human Trafficking Awareness and Prevention Month.

Ms. Marion Blackburn

Ms. Blackburn, a resident of the River Hills neighborhood, expressed deep concern about the safety of citizens when walking, biking, running, pushing strollers, or navigating crosswalks in wheelchairs.

She congratulated City staff for successfully applying for and receiving a half-million dollar Safe Streets For All grant. She noted that this award gives the community an unprecedented opportunity to increase safety and funds a Vision Zero plan for safety as well as several specific demonstration projects throughout the community.

She requested the creation of demonstration projects on Tenth Street East, and other safety improvements for Tenth Street

Mr. Wade Wilson

Mr. Wilson noted he had the privilege of meeting everyone face-to-face at least once. He praised each Council Member individually and encouraged the Council to continue being collaborative. He thanked them for being public servants, encouraged citizens to call them out when things are not done properly as part of democracy, but also to support those who are trying. He concluded by encouraging everyone to do their best to make the community, country, and world a better, more just place.

CONSENT AGENDA

City Manager Cowin presented the items on the Consent Agenda:

2. Report to City Council on a settlement agreement

3. Resolution accepting dedication of rights-of-way and easements for Langston Farms Phase 11, Sections 3 and 4A

4. Resolution for the issuance of new debt for Greenville Utilities Commission Combined Enterprise System Revenue Refunding Bonds, Series 2026

5. Agreement with ECU Health Police Department for police cooperation and campus law enforcement agency extended jurisdiction

6. Involuntary commitment transportation agreement

7. Contract award for professional services for the watershed master plan update

Motion to approve the consent agenda by Council Member Scully, seconded by Council Member Willis. Motion passed 6:0.

NEW BUSINESS

8. Safe Streets for All Grant Agreement for the Greenville MPO Vision Zero Safety Action Plan

Engineering Director Lisa Kirby presented the Safe Streets for All grant agreement. She explained that in May 2023, the City Council adopted a Vision Zero resolution, which is a program that focuses on solutions to eliminate fatalities and serious injuries within the jurisdiction. In that resolution, the City committed to developing a transportation network that encourages safe and accessible walking, biking, and driving behaviors, and to developing a comprehensive safety action plan.

In support of that effort, the Greenville Metropolitan Planning Organization (MPO) applied for and was awarded the Safe Streets for All grant, a federally competitive grant program that supports local initiatives to achieve these goals.

Director Kirby explained that the safety action plan will be based on the safe system approach, a holistic strategic plan that accepts that humans make mistakes and are vulnerable. The idea is to have multiple layers of protection so that when one fails, something else will trigger attention to dangers. The plan is based on six principles: redundancy is critical, death and serious injuries are unacceptable, humans make mistakes, safety is proactive, responsibility is shared, and humans are vulnerable. The plan will address these principles within five areas: safe road users, safe vehicles, safe speeds, safe roads, and post-crash care.

The grant is $500,000, with half expected to be spent on the comprehensive safety action plan and half on demonstration activities identified through the stakeholder process. The grant is an 80-20 split, with $400,000 provided by FHWA/USDOT, a $50,000 match from NCDOT Safety Unit, and a $50,000 match from the City of Greenville.

Director Kirby stated that the process to put out a request for qualifications (RFQ) and hire an consultant would take 3 to 4 months. The plan itself, because it has a significant stakeholder involvement piece, could take 9 to 12 months.

> *Motion to approve by Mayor Pro Tem Foreman, seconded by Council Member Robinson. Motion passed 6:0.*

9. Contract Award for the 2026 Street Rehabilitation and Preservation Project, Contract Award for Professional Services for Construction Engineering and Inspection/Construction Materials Testing (CEI/CMT), and Award of Task Order #1 for 2025 CEI/CMT On-Call Contract

Civil Engineer Lynn Raynor presented the item to the City Council, requesting that approval of the following:

- Contract Award for the 2026 Street Rehabilitation and Preservation Project - This annual pavement maintenance contract is designed to mill and resurface select streets while implementing preservation treatments on others.
- Contract Award for professional services for CEI/CMT
- Approval of Task Order 1 - Task Order 1 would provide these services for the 2026 annual rehabilitation and preservation contract under this new on-call contract for CEI and CMT services.

The total financial investment for this year's annual contract, including the rehabilitation work and CEI/CMT inspection services, is just over $3.7 million.

Council Member Robinson asked about the lowest bid on the project. Civil Engineer Raynor confirmed it was about $2.9 million, with the $3.4 million figure including a contingency for unexpected subsurface issues.

Motion to approve was made by Council Member Scully and seconded by Council Member Robinson. Motion passed 6:0.

10. Budget Ordinance Amendment #6 Amending the 2025-2026 City of Greenville General Fund (Ordinance #25-020), Engineering Capital Projects Fund (Ordinance #20-019), Transit Fund (Ordinance #25-020), and Enterprise Capital Projects Fund (#17-024) and Resolution to Establish a Sports Tourism and Complex Enterprise Fund

Financial Services Director Joyner presented Budget Ordinance Amendment #6, which impacts the General Operating Fund, Engineering Capital Project Fund, Enterprise Capital Project Fund, and establishes the Sports Tourism Complex Enterprise Fund and brings the City's overall operating budget to $203.7 million.

Motion to approve by Mayor Pro Tem Foreman, seconded by Council Member Scully. Motion passed 6:0.

REVIEW OF JANUARY 8, 2026, CITY COUNCIL AGENDA

City Manager Cowin asked for the agenda to be displayed for the public and reviewed the upcoming meeting agenda.

CITY MANAGER'S REPORT

City Manager Cowin stated that he did not have a report.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council made general comments about past and upcoming events. Additionally, they encouraged the community to support downtown businesses on Dickinson to help with the impacts of road construction.

ADJOURNMENT

Hearing no additional business, Mayor Connelly called on a motion to adjourn.

Motion to adjourn was made by Mayor Pro Tem Foreman and seconded by Council Member Robinson. Motion passed 6:0.

Mayor Connelly adjourned the meeting at 6:50 p.m.

Greenville City Council Meeting Minutes
January 8, 2026
Council Chambers, City Hall, 200 W. Fifth Street
6 p.m.

CALL MEETING TO ORDER

Mayor Connelly called the January 8, 2026, meeting of the Greenville City Council to order at 6:00 PM.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Foreman delivered the invocation and led the Pledge of Allegiance.

ROLL CALL

Present: Mayor P.J. Connelly. Mayor Pro Tem Tonya Foreman, Council Member Arjenae Jones, Council Member Seth Hardee, Council Member Seth Hardee, Council Member Les Robinson, Council Member Portia Willis

Absent: None.

APPROVAL OF AGENDA

Mayor Connelly called for any changes to the agenda. Hearing none, he called for a motion to approve.

> *Motion by Council Member Scully, seconded by Council Member Willis, to approve the agenda as presented. Motion carried unanimously, 6:0.*

SPECIAL RECOGNITIONS

1. Ms. Jennifer Mills - Public Works Department Retiree

The City Council recognized Jennifer Mills for her retirement from the City of Greenville Public Works Department after 33.5 years of service. Jennifer began her career in June 1992 as a clerk typist and progressed to become the Public Works Coordinator, overseeing the department's accounting and customer service workforce. City Manager Michael Cowin and Public Works Director Kevin Mulligan praised her grace, patience, and respect in handling all citizen inquiries, and commended her for setting the standard of kindness and professionalism in the department.

2. Mr. Felix Monterrosa - Police Department Retiree

Master Police Officer Felix Monterrosa was recognized for his retirement after serving with the Greenville Police Department since December 1998. Prior to his law enforcement career, he served four years in the United States Marine Corps. Officer Monterrosa's career included serving in the Field Operations Bureau for 11 years, Impact 1 working street-level narcotics investigations for 2 years, and most recently as the School Resource Officer at CM Eppes Middle School for 6 years. He also served as a field training officer, general instructor, and

honor guard team leader. Police Chief Richard Tyndall noted his consistently positive attitude and announced that he would be returning as a reserve officer.

PUBLIC COMMENT PERIOD

Mayor Connelly opened the public comment period and explained the procedures. Seeing no speakers, Mayor Connelly closed the public comment period.

APPOINTMENTS

3. Appointments to City Council Committees

- Audit and Investment Committee (three members needed)

  Motion by Council Member Robinson to appoint Mayor Pro Tem Foreman, Council Member Scully, and Council Member Willis to the Audit and Investment Committee. Second by Council Member Jones. Motion carried unanimously, 6:0.

- Joint Pay and Benefits Committee (two members needed)

  Motion by Council Member Willis to appoint Council Member Jones and Council Member Hardee to the Joint Pay and Benefits Committee. Second by Council Member Robinson. Motion carried unanimously, 6:0.

- Taxi Cab Appeal Board (one member needed)

  Motion by Mayor Pro Tem Foreman to appoint Council Member Jones to the Taxi Cab Appeal Board. Second by Council Member Hardee. Motion carried unanimously, 6:0.

NEW BUSINESS

Public Hearings

4. Ordinance requested by Mallory & Evans Development, LLC to rezone 9.0668 acres located between County Home Road and Signature Drive and south of Aspen Ridge Apartments from R6A (Residential [Medium Density Multi-Family]) to R6 (Residential [High Density Multi-Family])

City Planner Chris Kelly presented the rezoning request, explaining that the property is located in the southeastern quadrant of the city between County Home Road and Signature Drive, south of Aspen Ridge Apartments.

Mr. Kelly stated that the requested zoning is expected to generate a net increase of 386 daily trips. The property would require 10-year detention along with nitrogen and phosphorus reduction if stormwater rules apply. Under the existing R6A zoning, the site could support 50–60 multifamily units, whereas the proposed R6 zoning would allow for 110–117 units. The Planning and Zoning Commission recommended approval of the rezoning in a 5–1 vote.

The Mayor opened the public hearing and called on those in favor to come forward to speak.

Mr. Steve Spruill

Mr. Spruill spoke in favor, representing the property owner, and offered to answer any questions.

Seeing no additional speakers in favor of the request, Mayor Connelly called on speakers in opposition to come forward. Seeing none, he closed the public hearing.

Motion by Council Member Hardee, seconded by Council Member Willis, to approve the rezoning request. Motion carried unanimously, 6:0.

5. Ordinance requested by Dickinson Higgs Holdings, LLC to rezone 0.8231 acres located at the northeastern corner of Dickinson Avenue and Pennsylvania Avenue from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial)

Before the presentation, Council Member Scully requested to be recused, stating a financial interest in the project. He stated that he and his wife are business partners involved in the rezoning and refurbishing of the Higgs House for use as a business property.

Motion by Council Member Robinson, seconded by Mayor Pro Tem Foreman, to recuse Council Member Scully. Motion carried unanimously, 6:0.

City Planner Chris Kelly presented the rezoning request for the property located at the northeastern corner of Dickinson Avenue and Pennsylvania Avenue. He stated that the requested zoning could generate a net increase of 14 trips per day. Current zoning allows for one single-family residence, while proposed zoning would allow 4,800 square feet of private event center space. The Planning and Zoning Commission voted unanimously to recommend approval

The Mayor opened the public hearing and called on speakers in favor of the request to come forward.

Mrs. Erin Scully

Mrs. Eric Scully stated that she and her business partner, Ms. Catherine Ross, purchased the J.W. Higgs house last spring to prevent its demolition and plan a complete historic renovation. Their goal is to create a gathering place for special events like family reunions, wedding parties, book clubs, luncheons, or pop-up art shows, with four bedrooms available for overnight stays. She noted they had discussed their plans with neighbors and expressed commitment to nurturing relationships with the community.

Mr. Steve Spruill

Mr. Spruill noted the Planning and Zoning Commission's unanimous approval and offered to answer any technical questions.

Seeing no additional speakers in favor of the request, Mayor Connelly called on those in opposition of the request to come forward to speak. Seeing none, he closed the public hearing.

Council Members expressed excitement about the preservation of the Higgs House and its potential as a community addition.

Motion by Council Member Willis, seconded by Council Member Robinson, to approve the rezoning request. Motion carried, 5:0, with Council Member Scully recused.

CITY MANAGER'S REPORT

The City Manager recognized the Greenville Fire Rescue Department for their exceptional work responding to a significant fire north of the river on December 28, 2025. He detailed

how firefighters responded to a very large structure fire and successfully prevented it from spreading. The firefighters worked on the scene for over 35 hours, with assistance from Red Oak, Town of Winterville, and Staton House Fire Departments.

The City Attorney announced that Assistant City Attorney Scott Dixon had been selected by the ECU Alumni Association as one of the 2026 honorees for the 40 Under 40 Leadership Awards, recognizing remarkable young alumni shaping their professions, uplifting their communities, and demonstrating leadership and service.

COMMENTS FROM MAYOR AND CITY COUNCIL

Council members made various announcements and recognitions about past and upcoming events in the community.

ADJOURNMENT

Hearing no further business, Mayor Connelly called for a motion to adjourn.

> *Motion by Mayor Pro Tem Foreman, seconded by Council Member Robinson, to adjourn. Motion carried unanimously, 6:0.*

Mayor Connelly adjourned the meeting at 6:45 p.m.

Respectfully Submitted,

Valerie Shiuwegar, CMC
City Clerk

Greenville City Council Workshop
Conference Room 337, City Hall, 200 W. Fifth Street
March 9, 2026
4:00 p.m.

CALL MEETING TO ORDER

Mayor P.J. Connelly called the March 9, 2026, Greenville City Council Workshop to order at 4:00 p.m.

ROLL CALL

Present: Mayor P.J. Connelly, Mayor Pro Tem Tonya Foreman, Council Member Arjenae Jones, Council Member Matthew Scully, Council Member Les Robinson, and Council Member Portia Willis.

Absent: Council Member Seth Hardee

APPROVAL OF AGENDA

City Manager Michael Cowin reported no changes to the agenda.

> *Motion: Council Member Scully moved to approve the agenda. Council Member Willis seconded the motion. The motion passed unanimously, 5:0.*

NEW BUSINESS

1. Greenville MPO 2024 Pavement Condition Survey and Asset Inventory Project Final Report

Engineering Department Asset Manager Kevin Lee provided the presentation to the City Council. He stated that the City had completed a comprehensive pavement management survey to evaluate the overall health of street segments on a scale from 0 to 100, with 100 representing perfect pavement condition. He turned the presentation over to Mr. Alan Foster, with KCI Technologies to present the results of the study.

Mr. Foster stated that the Pavement Condition Index (PCI) is quantitative and represents a snapshot in time. The survey utilized vehicles with laser sensors and LIDAR technology to identify and measure cracks and road roughness while traveling at normal traffic speeds.

The results showed a weighted average network PCI of approximately 70.6. The breakdown by functional class revealed that major and minor thoroughfares scored highest, while industrial roads scored lowest at 38%.

Mr. Foster presented different budget scenarios and their projected impacts on pavement conditions over five years. The current budget of $2.85 million annually would result in a slow degradation to approximately 63 PCI within five years, while a $5 million annual budget would maintain current conditions, and a $10 million budget would show improvement.

Mr. Foster outlined various pavement maintenance technologies, including crack sealing, deep patching, microsurfacing, mill and overlay, and full depth reclamation. He presented

unit costs for these treatments and explained the pavement performance curve specific to Greenville's conditions. He emphasized the importance of preventive maintenance timing, noting that early intervention is more cost-effective than waiting for complete failure. He recommended that the City increase its pavement management investment to achieve a minimum average network of PCI of satisfactory, a score of 71+.

Mayor Connelly thanked the presenters for demonstrating the systematic, data-driven approach to road selection and maintenance, emphasizing the importance of having a clear methodology rather than arbitrary decision-making.

2. Presentation of Recommendations for Boards and Commissions

City Clerk Valerie Shiuwegar presented recommendations for the City's advisory boards and commissions. She categorized the boards into three types: quasi-judicial boards, autonomous boards, and advisory boards. The evaluation focused on advisory boards, examining their creation dates, membership sizes, appointing authorities, and term lengths. A subcommittee of the City Council had worked with staff , meeting each month from April to August 2025, analyzing data, gathering feedback, and drafting recommendations.

General Structural Recommendations:

City Clerk Shiuwegar presented standardization proposals including standardizing membership to 7 members across identified advisory boards, establishing 3-year terms for consistency, implementing assigned nominations so each council member has a seat on each board, requiring majority vote appointments, and establishing a cooling-off period system.

The cooling-off period proposal would require members to sit out one year after their first full term before reappointment, then sit out for a period equivalent to the length of a term for each subsequent period.

Mayor Connelly sought clarification about preventing members from circumventing the policy by jumping between boards.

City Clerk Shiuwegar confirmed that cooling-off periods would apply to specific boards regardless of service on other boards.

Individual Board Recommendations:

- Affordable Housing Loan Committee (AHLC) - the Subcommittee recommended dissolution, stating that loan approvals had become largely administrative due to established rubrics, and that staff could coordinate public engagement opportunities as needed.

Council Member Jones questioned oversight of nonprofit grants, leading to discussion about maintaining accountability measures.

Mayor Pro Tem Foreman expressed concern with dissolving the AHLC, citing community concerns about grant allocation transparency and the need for community oversight. She referenced board member feedback about their recommendations not being valued and predetermined allocation decisions.

- Environmental Advisory Commission (EAC) - the Subcommittee recommended softening membership requirements to allow broader community participation rather than requiring specific professional backgrounds, addressing historical difficulty in finding qualified appointees.

- Historic Preservation Commission (HPC) and Planning and Zoning Commission (PZC) - no structural changes were recommended due to statutory limitations.

City Clerk Shiuwegar noted that the Planning and Zoning had expressed concerns about perfunctory preliminary plat approvals, but changes were being considered at the State level so staff advised waiting to see the outcome of those proposed changes before making any changes locally.

- Human Relations Council (HRC) - the Subcommittee recommended reduce from 18 to 7 members to address quorum issues, with each Council Member having an assigned nomination seat.
- Multimodal Transportation Commission (MTC) - the Subcommittee recommended changing term lengths from 2-year to 3-year terms and implement assigned nominations. The Commission will be informed of its ability to create subcommittees and meet during off-months to maintain momentum.
- Neighborhood Advisory Board (NAB) - the Subcommittee recommended dissolution due to not having met for over three years, with staff coordinating regular neighborhood symposiums instead.
- Police Community Relations Committee (PCRC) - the Subcommittee recommended changing direct appointments to majority vote appointments and extending terms from 2-year terms to 3-year terms.
- Recreation and Parks Commission (RPC) - the Subcommittee recommended reducing membership from 9 to 7 members to help address last-minute quorum difficulties.
- Youth Council (YC) - the Subcommittee recommended shifting the focus to leadership training, reducing membership from 20 members to 7 members, and implementing assigned nominations.

City Manager Cowin mentioned preliminary discussions with Pitt County Schools about creating a Youth Council academy.

- ENC Alliance - the Subcommittee recommended implementing a rotating nomination schedule among Mayor and Council for the three voting members and having the Mayor assign the Council Liaison.

After discussion, the City Council expressed a consensus to move forward with the proposals except for the Affordable Housing Loan Committee, which would be further examined by staff to address the grants oversight issue specifically.

City Clerk Shiuwegar noted she had been holding board and commission appointments pending these decisions and would now proceed with implementation.

Mayor Connelly thanked the City Clerk's Office and Subcommittee for their extensive work over more than a year, noting the changes would create more effective boards and better use of volunteer time.

ADJOURNMENT

Hearing no further business, Mayor Connelly called for a motion to adjourn.

> *Motion: Council Member Robinson moved to adjourn. Mayor Pro Tem Foreman seconded the motion. The motion passed unanimously, 5:0.*

Mayor Connelly adjourned the Workshop at 5:25 p.m.

Respectfully Submitted,

Valerie Shiuwegar, CMC
City Clerk

Meeting Minutes

Greenville City Council
Council Chambers, City Hall, 200 W. Fifth Street
March 9, 2026
6:00 p.m.

CALL MEETING TO ORDER

Mayor PJ Connelly called the March 9, 2026 meeting of the Greenville City Council to order at 6:00 PM.

INVOCATION & PLEDGE OF ALLEGIANCE

Council Member Portia Willis provided the invocation and led the Pledge of Allegiance.

ROLL CALL

Present: Mayor P.J. Connelly, Mayor Pro Tem Tonya Foreman, Council Member Arjenae Jones, Council Member Matthew Scully, Council Member Les Robinson, and Council Member Portia Willis

Absent: Council Member Seth Hardee

APPROVAL OF AGENDA

The City Attorney recommended adding a closed session motion item to be heard right after comments from the mayor and city council.

> *Council Member Scully moved to approve the agenda as amended. It was seconded by Council Member Robinson and passed unanimously, 5:0.*

PUBLIC COMMENT PERIOD

Mr. Mike Clendenen

Mr. Clendenen asked the City Council to adopt a policy similar to Philadelphia's that limits local cooperation with federal immigration enforcement. He outlined specific policy details including prohibiting ICE agents from concealing their identities, codifying the ban on 287(g) agreements, preventing City agencies from collaborating with ICE, and preventing ICE from using City-owned spaces without a judicial warrant. He emphasized this as a public safety and community stability issue.

Mr. Carlos Alfonso

Mr. Alfonso spoke about his personal immigration experience and expressed concerns about ICE coming into communities and inciting fear. He stated that he knows that the City cannot ban ICE, but asked that the City take measures to keep everyone safe.

No additional speakers came forward during the public comment period.

CONSENT AGENDA

City Manager Michael Cowin presented the Consent Agenda for approval:

1. Resolution Accepting Dedication of Rights-of-Way and Easements for River Bend, Section 1
2. Resolution Accepting Dedication of Rights-of-Way and Easements for River Bend, Section 2
3. Resolution Accepting Dedication of Rights-of-Way and Easements for River Bend, Section 3
4. Resolution Accepting Dedication of Rights-of-Way and Easements for Fairview Acres, Lots 1A, 1B, & 6
5. Resolution of Intent to Close a Portion of Hickory Street North of East 3rd Street
6. North Carolina Land & Water Fund (NCLWF) Grant Application
7. Resolution Authorizing the Execution of Grant Agreement and Assurances with the NC Department of Public Safety Disaster Relief and Mitigation Fund (DRMF) for the Greenbriar Flood Mitigation and Stream Restoration Project
8. Resolution Making Certain Findings and Determinations Regarding the Financing of Public Improvements Pursuant to an Installment Financing Agreement up to $22,000,000 and to Reimburse Certain Expenditures from the Proceeds of the Financing
9. Purchase of Turf Maintenance Equipment for North Recreational Complex
10. Contract Award for Professional Services for a Mowing/Landscaping Maintenance Contract for Various Locations as Listed (PWD Contract #1)
11. Contract Award for Professional Services for a Mowing/Landscaping Maintenance Contract for Various Locations as Listed (PWD Contract #2)
12. Contract Award for Professional Services for a Mowing/Landscaping Maintenance Contract for Various Locations as Listed (PWD Contract #4)
13. Contract Award for Professional Services for a Mowing/Landscaping Maintenance Contract for Various Locations as Listed (PWD Contract #7)
14. Contract Award for Professional Services for a Mowing/Landscaping Maintenance Contract for Various Locations as Listed (PWD Contract #9)
15. Contract Award for Professional Services for a Mowing/Landscaping Maintenance Contract for Various Locations as Listed (PWD Contract #10)
16. Contract Award for Professional Services for a Mowing/Landscaping Maintenance Contract for Various Locations as Listed (PWD Contract #14)
17. Contract Award for Professional Services for On Call Land Acquisition Services
18. Amendment #1 to Task Order #1 for Professional Services for the North South Connector Project

Council Member Scully requested a report on the re-naturalization processes for vacant lots and whether some areas could be converted to urban meadows to reduce mowing costs and environmental impacts.

Council Member Robinson moved to approve items 1 through 18. It was seconded by Council Member Jones and passed unanimously, 5:0.

NEW BUSINESS

19. Results of the Financial Audit for Fiscal Year Ended June 30, 2025 Including Review of FY 2024-2025 Available Fund Balance

Finance Director/Chief Financial Officer Jacob Joyner presented the audit results, stating that the City had received an unmodified opinion on both the financial statement audit and single audit, which is the highest level of opinion achievable. The City also received the Government Finance Officers Association Certificate of Achievement in Financial Reporting for the 34th consecutive year.

The Mayor and Council Members commended the Financial Services Department and the City Manager for their exemplary efforts and achievements.

20. Budget Ordinance (#8) Amending the 2025-26 General Fund (Ordinance #25-020), Recreation & Parks Capital Project Fund (Ordinance #17-024), and Capital Project Management Fund (Ordinance #24-040)

Chief Financial Officer Jacob Joyner presented Budget Ordinance Amendment #8, which appropriates $54,520 from fund balance for equipment for new police positions, reallocates remaining project budget from the Greenville Terrace project to the Wildwood project for boardwalk construction with no net increase, closes the Elm Street improvement project, and appropriates $17,000 for completion of the fire rescue live burn facility.

Council Member Willis moved to approve Budget Ordinance #8. It was seconded by Council Member Robinson and passed unanimously, 5:0.

REVIEW OF MARCH 12, 2026, CITY COUNCIL AGENDA

City Manager Cowin presented the agenda for the upcoming March 12, 2026, Council Meeting, displaying it for public viewing.

CITY MANAGER'S REPORT

City Manager Cowin reported he had no report and would save it for Thursday night's meeting.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council made general comments about past and upcoming events in the community.

The City Attorney then recommended a closed session motion pursuant to North Carolina General Statute 143-318.11 to instruct staff concerning negotiations for real property acquisition.

Council Member Scully moved to enter closed session. It was seconded by Council Member Robinson and passed unanimously, 5:0.

The meeting entered closed session at 6:33 p.m.

> Council Member Robinson moved to come out of closed session. It was seconded by Council Member Scully and passed unanimously, 5:0

The City Council came out of closed session at 7:27 p.m.

Hearing no further business, Mayor Connelly called for a motion to adjourn.

> *Council Member Robinson moved to adjourn. It was seconded by Council Member Scully and passed unanimously, 5:0*

Mayor Connelly adjourned the meeting at 7:28 p.m.

Meeting Minutes
Greenville City Council
Council Chambers, City Hall, 200 W. Fifth Street
March 12, 2026
6:00 p.m.

CALL MEETING TO ORDER

Mayor P.J. Connelly called the March 12, 2026 meeting of the Greenville City Council to order at 6:00 PM.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor P.J. Connelly provided the invocation and led the Pledge of Allegiance.

ROLL CALL

Present: Mayor P.J. Connelly, Mayor Pro Tem Tonya Foreman, Council Member Arjenae Jones, Council Member Matthew Scully, Council Member Les Robinson, and Council Member Portia Willis

Absent: Council Member Seth Hardee

APPROVAL OF AGENDA

City Manager Michael Cowin reported no recommended changes to the agenda.

> *Motion: Council Member Robinson moved to approve the agenda. Council Member Scully seconded the motion. The motion passed 5:0.*

SPECIAL RECOGNITIONS

1. Madison Wallace - Girl Scouts Gold Award

Mayor P.J. Connelly recognized Madison Wallace for achieving the Gold Award Girl Scout designation, which is the highest honor in Girl Scouting. The Mayor explained that to achieve the Gold Award, a Girl Scout must identify a community issue and find a way to make a positive impact. Madison's project focused on Alzheimer's and dementia populations and their families. She devoted over 100 hours researching and implementing her project of creating fidget blankets, which are sensory tools used to engage and soothe individuals with memory-related conditions. She donated 50 blankets to assisted living facilities and support groups in Pitt County and created project kits, a video tutorial, and led workshops to teach fellow Girl Scouts how to make them for their communities. The Mayor noted that this achievement is equivalent to the Eagle Scout award in Boy Scouts and presented Madison with a special recognition.

2. Brandon Peebles - Police Department Retiree

City Manager Cowin presented a retirement recognition for Master Police Officer Brandon Peebles. Peebles was hired by the Greenville Police Department in August 2001 and moved

to the Special Investigations Unit after a short stint on patrol, where he operated at an elite level throughout his career.

City Manager Cowin detailed retired Master Police Officer Peebles' extensive career highlights. His cases included child kidnapping and abduction cases, homicides, fugitive apprehensions, officer line-of-duty deaths, hostage situations, and terrorism investigations. He was one of the first North Carolina FBI task force officers to complete the FBI two-week basic school certification and was an original developmental partner of the North Carolina Fugitive and Missing Persons task force.

His awards and commendations included the DEA Outstanding Achievement Award, Narcotics Officer of the Year Award for North Carolina, co-recipient of Case of the Year Award from the US Attorney of the Eastern District of North Carolina, and the North Carolina State Bureau of Investigation Most Merit Service Award, along with numerous letters of commendation.

The City Manager also praised Peebles' role as a husband, father, and coach, noting his influence in children's lives and his coaching of the winning softball team that won the Little League Softball World Series.

PUBLIC COMMENT PERIOD

Mayor P.J. Connelly opened the Public Comment Period and invited those in attendance to come forward to address the Mayor and Council.

Ms. Michelle Wallace

Ms. Wallace, mother of Miss Madison Wallace, came forward to thank the City Council for recognizing her daughter and also thanked them for recognizing her neighbor, Brandon Peebles.

Seeing no additional speakers, Mayor Connelly closed the Public Comment Period.

NEW BUSINESS

Public Hearings

3. Ordinance to annex Gateway West, LLC property involving 2.952 acres located at the northwestern corner of the intersection of Stantonsburg Road and Gateway Drive

City Planner Chris Kelly presented the item, explaining that the property is located in the western part of the city at the northwestern corner of Stantonsburg Road and Gateway Drive, directly north of a neighborhood Walmart. The property is located in the Greens Mill Run watershed and would require 25-year detention if stormwater rules apply. It is in the primary service area on the tiered growth map and would be in City Council Voting District 1. The property is anticipated to yield 25,000 square feet of self-storage space with an estimated tax value of $2 million. Kelly noted that as the property is in the extraterritorial jurisdiction (ETJ), development could still receive sanitary sewer service even if annexation were denied under section 6 of GUC's charter.

Hearing no questions from the City Council for staff, Mayor Connelly opened the Public Hearing and invited speakers in favor of the request to come forward to speak.

Mr. Brian Fagundus

Mr. Fagundus spoke on behalf of the applicant, explaining that the annexation request is a prerequisite to subdividing the property to record a final plat and prepare for development. He noted the property is contiguous with infrastructure and regional stormwater facilities in place, as this commercial subdivision was developed about 20 years ago.

Mayor Pro Tem Foreman asked if apartments would be developed on the site.

Mr. Fagundus clarified that it would be commercial and he was not sure what the use would be.

Seeing no additional speakers in favor or in opposition of the request, Mayor Connelly closed the public hearing and called for discussion or a motion.

Motion: Council Member Robinson moved to approve the ordinance. Council Member Willis seconded the motion. The motion passed 5:0.

4. Ordinance to annex Hannaford Family Farm property involving 3.60 acres located along the eastern right-of-way of Dickinson Avenue Extension and east of Dansey Road

City Planner Kelly presented the item, stating that the property is located in the southwestern quadrant of the city along the eastern right-of-way of Dickinson Avenue Extension and east of Dansey Road. The property is in the Green Mills Run watershed and would require 25-year detention if stormwater rules apply. It is in the primary service area on the tiered growth map and in City Council Voting District 2. The property is anticipated to yield 5 to 10 single-family lots with an estimated tax value of $1.8 million. He noted that the property could still receive sanitary sewer service if annexation were denied.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing and invited those in favor to come forward to speak.

Mr. Brett Hannaford

Mr. Hannaford stated that that his family is seeking to clean up boundaries of their family estate. He noted they plan to continue with future development on an adjacent parcel, but wanted to resolve the legal matters with this annexation first.

Seeing no additional speakers in favor or in opposition of the request, Mayor Connelly closed the public hearing and called for discussion or a motion.

Motion: Council Member Scully moved to approve the ordinance. Council Member Robinson seconded the motion. The motion passed 5:0.

5. Ordinance to annex MCV Firetower, LLC property involving 0.839 acres located along the southern right-of-way of East Fire Tower Road and 300+/- feet southwest of Charles Boulevard

City Planner Chris Kelly presented the item, explaining that the property is located in the southeastern quadrant of the city along the southern right-of-way of East Fire Tower Road, 300 feet southwest of Charles Boulevard, and directly east of an Ace Hardware store. The property is in the Fork Swamp watershed and would require 25-year detention if stormwater rules apply. It is in the primary service area on the tiered growth map and in City Council Voting District 4. The property is anticipated to yield 7,000 square feet of automobile repair with an estimated tax value of $1.2 million. As with the previous items, the property could receive sanitary sewer service even if annexation were denied.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing and invited speakers in favor of the request to come forward. Seeing none, he called on speakers in opposition to come forward. Seeing none, he closed the public hearing and called for discussion or a motion.

Motion: Council Member Willis moved to approve the ordinance. Council Member Scully seconded the motion. The motion passed 5:0.

CITY MANAGER'S REPORT

City Manager Cowin stated a lack of items for the March 20, 2026, City Council meeting, and recommended that the City Council cancel the meeting.

Motion: Council Member Willis moved to approve canceling the March 30th meeting. Council Member Jones seconded the motion. The motion passed 5:0.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council made general comments about past and upcoming events.

ADJOURNMENT

Hearing no further business, Mayor Connelly called for a motion to adjourn.

Motion: Council Member Robinson moved to adjourn. Council Member Scully seconded the motion. The motion passed 5:0.

Mayor Connelly adjourned the meeting at 6:37 p.m.

City of Greenville
Greenville City Council Meeting
Council Chambers, City Hall, 200 West Fifth Street
April 9, 2026
6:00 p.m.

CALL MEETING TO ORDER

Mayor PJ Connelly called the April 9, 2026 meeting of the Greenville City Council to order at 6:00 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE

City Attorney Emanuel McGirt provided the invocation and led the Pledge of Allegiance.

ROLL CALL

Present: Mayor P.J. Connelly, Mayor Pro Tem Tonya Foreman (arrived 6:33 p.m.), Council Member Seth Hardee, Council Member Matthew Scully, Council Member Les Robinson, and Council Member Portia Willis

Absent: None

APPROVAL OF AGENDA

City Attorney McGirt requested that the following items be added to the agenda:

- Scheduling a special meeting regarding the City's legislative agenda for the Pitt County City of Greenville Airport Authority after Item 25
- Adding a closed session item following Council Comments

Motion by Council Member Scully, seconded by Council Member Robinson to approve the agenda as amended. Motion passed 5:0.

SPECIAL RECOGNITIONS

1. 2026 "In Good Company" Citizens Academy Graduates

City Manager Michael Cowin presented recognition for the In Good Company Citizens Academy participants. Special Events Planners Margot Clark and Annah Edwards led the graduation ceremony for the 7-week program designed to educate citizens about local government operations.

Graduates recognized included: Nichole Alley, Alexaundria Avery, Vanessa Boateng, Madison Brewer, Tyler Brown, Annie Doe, Novelyn Douglas-Karim, Renee Gibson, Jessie Green, Kristina Harris, Ciera Johnson, Kimberly Juarez, Jessica Le, Elaine Leisy, Misty Miller, Raymonda Peele, Julian Scott, Britt-Marie Swan, Stephanie Tripp, Whitney Valdez, and Gerald Whitley.

PUBLIC COMMENT PERIOD

Ms. Jennifer Self

Ms. Self expressed concerns regarding the U.S. Immigration and Customs Enforcement Agency (ICE) and immigration enforcement activities. She requested that the City consider adopting the Philadelphia model as a framework for responding to potential actions by federal immigration authorities. She encouraged the City to take a proactive approach in preparing for such situations.

Ms. Patty Crew

Ms. Crew expressed support for adopting the Philadelphia model, describing it as a framework that includes measures such as requiring federal immigration agents to clearly identify themselves, prohibiting the deputizing of local law enforcement as immigration agents, limiting cooperation between City agencies and federal immigration authorities, restricting the collection of immigration-related information, preventing the use of City property for federal immigration operations, and requiring judicial warrants for access to City facilities.

Ms. Nancy Pittman

Ms. Pittman stated that her employment at the transit center ended in a manner that she believed to be improper, stating that the separation followed the filing of a workplace harassment complaint.

Mr. Marvin McKesson

Mr. McKesson commented on Nancy Pittman's employment matter, noting that Pittman was employed by A&B Cleaning Service and had reported experiencing harassment involving a City employee. He expressed concerns about the handling of the investigation and requested a public acknowledgment of the issue, also expressing frustration regarding a lack of response from Council Members.

Reverend Anne Harrington

Rev. Harrington, a founding priest of Free Spirit Inclusive Catholic Community, stated that current immigration enforcement actions are inconsistent with Christian values. She stated her support of adopting Philadelphia-style resolutions.

Ms. Kyla McClain

Ms. McClain spoke as a representative of the Young Democratic Socialists of America at East Carolina University (ECU). She asked that the City declare itself a sanctuary city and encouraged exploration of policies intended to promote community safety and stability.

Mr. Hunter Reynolds

Mr. Reynolds shared concerns about federal immigration activities and their potential impacts on the local community. Mr. Reynolds stated opposition to the presence of such activities within the city.

Mr. Kyle Burroughs

Mr. Burroughs emphasized the importance of local decision-making when responding to federal oversight. Mr. Burroughs encouraged City leadership to act with resolve when addressing external pressures.

Mr. Rod Debs

Mr. Debs expressed concerns with ICE's operations, contrasting it with local law enforcement's careful adherence to legal protocols. He expressed concerns with masked federal agents operating without accountability.

Mr. Mike Clendenen

Mr. Clendenen advocated for adopting Philadelphia-style policies regarding ICE cooperation. He stated that public safety may be affected when residents are hesitant to interact with local law enforcement due to fear of enforcement actions.

Ms. Lori Clendenen

Ms. Clendenen expressed concern for community safety if ICE arrives, citing chaos and violence in other cities, and requested proactive adoption of protective policies.

Mr. Carlos Alfonso

Mr. Alfonso encouraged proactive communication and action from City leadership. He requested clarity on potential steps the City could take to support community well-being.

Mr. Adrian Tymes

Mr. Tymes requested consideration of a feasibility study for a proposed multi-story mixed-use development in northern Greenville. The concept included residential, retail, and civic components intended to support local workers and their families.

City Clerk Valerie Shiuwegar stated that the time had expired for Public Comment.

Mayor Connelly stated that the City Council would need to make a motion to extend the Public Comment Period.

> *Council Member Scully made a motion to extend the Public Comment Period to allow the two final speakers the ability to speak. Council Member Jones seconded the motion and it passed unanimously, 6-0.*

Ms. Melissa Gray

Ms. Gray expressed support for policy models used in other cities and raised concerns about the presence of individuals operating in unmarked vehicles or without visible identification.

Ms. Jesse Little and Mr. Christopher Godley

Ms. Little and Mr. Godley expressed concerns about rental properties in their neighborhood, specifically issues contributing to disturbances and quality-of-life impacts. They requested that the City review and address matters related to property management and landlord accountability.

APPOINTMENTS

2. Appointments to the Mid-East Commission

The City Clerk stated staff's recommendation to appoint Community and Development Services Director Tiana Berryman as the primary member and Lead Planner Bryan Jones as the alternate member.

Motion by Council Member Willis, seconded by Council Member Robinson to approve the appointments. Motion passed 6-0.

CONSENT AGENDA

City Manager Michael presented the following items for adoption:

3. Adoption of Ordinances, Resolutions, and Policy to Amend Boards and Commissions
4. 2025-26 City of Greenville Legislative Agenda
5. Resolution Accepting Dedication of Rights-of-Way and Easements for Parkside Bluffs, Section 2, Lot 2
6. Resolutions Adopting and/or Amending City Policies as Required for State and Federal Grants and Specifically for American Rescue Plan Act (ARPA)/Coronavirus State and Local Fiscal Recovery (CSLFRF) Funds
    a) Conflict of Interest Policy and Updated Uniform Guidance Procurement Policy for Federal Awards
    b) Addendum to the City of Greenville Nondiscrimination Policy
    c) Internal Control Policy for ARPA/CSLFRF Funds
    d) Allowable Costs and Cost Principles Policy for Expenditure of ARPA/CSLFRF Funds
7. Ordinance Amending Greenville Utilities Commission's FY 2025-26 Gas Fund
8. Series Resolution for up to $45,000,000 Greenville Utilities Commission Combined Enterprise System Revenue Refunding Bonds, Series 2026
9. Lease Agreement for Roses Parking Lot Located at the Corner of Evans and Fourth Streets
10. Lease Agreement for Office Space for Recreation & Parks Department and Project Management Department
11. Amendment #1 to Professional Services Contract for the Arts District Streetscape Project
12. Various Tax Refunds Greater than $100

Council Member Willis pulled Item 4 for discussion.

Motion by Council Member Robinson, seconded by Council Member Hardee to approve consent agenda items 3 and 5-12. Motion passed 6-0.

4. 2025-2026 City of Greenville State Legislative Agenda

Council Member Willis presented the city's eight priorities: enhancing community engagement, improving safety and environmental responsibility, completing infrastructure improvements, expanding economic development, creating affordable housing access, expanding cultural opportunities, building high-performing transparent governance, and making Greenville a destination for all people.

She highlighted top legislative priorities including NCDOT funding for road projects and affordable housing.

Motion by Council Member Willis, seconded by Council Member Robinson to approve the legislative agenda. Motion passed 6-0.

NEW BUSINESS

Public Hearings

13. Ordinance to Annex Park Ridge Trace Involving 6.7719 Acres Located Along the Western Right-of-Way of Dickinson Avenue Extension and 650+/- Feet Southwest of West Arlington Boulevard

City Planner Chris Kelly presented the annexation request for property in the southwestern quadrant anticipated to yield 72 multifamily units with an estimated tax value of $16.2 million.

Hearing no questions from the Council for staff, Mayor Connelly opened the public hearing and invited those in favor to come forward to speak.

Mr. Scott Anderson

Mr. Anderson stated that he was speaking on behalf of the applicant and offered to answer any questions.

Seeing no additional speakers in favor or in opposition of the request, Mayor Connelly closed the public hearing.

Mayor Pro Tem Foreman noted citizen concerns about growth in the southwest corridor, clarifying that the property is already zoned residential in the ETJ and would receive city services regardless of annexation.

Motion by Council Member Robinson, seconded by Council Member Willis to approve. Motion passed 6-0.

14. Ordinance to Annex Douglas Louis Gomes Property Involving 1.0480 Acres Located at the Southwestern Corner of the Intersection of East 10th Street and L.T. Hardee Road

City Planner Chris Kelly presented the annexation for property anticipated to yield 2,000 square feet of professional office space with an estimated tax value of $500,000.

Hearing no questions from the Council for staff, Mayor Connelly opened the public hearing and invited those in favor to come forward to speak.

Mr. Scott Anderson

Mr. Anderson, speaking on behalf of the applicant, stated the intent to redevelop from single-family residential to commercial office use.

Seeing no additional speakers in favor or in opposition of the request, Mayor Connelly closed the public hearing.

Motion by Council Member Scully, seconded by Council Member Robinson to approve. Motion passed 6-0.

15. Ordinance to Annex Covington Group, LTD Property Involving 0.645 Acres Located Along the Southern Right-of-Way of East Fire Tower Road and 300+/- Feet Northeast of Wimbledon Drive

City Planner Chris Kelly presented the annexation for property anticipated to yield 1,000 square feet of fast food restaurant space with an estimated tax value of $1 million.

Hearing no questions from the Council for staff, Mayor Connelly opened the public hearing and invited those in favor to come forward to speak.

Mr. David Birgmark

Mr. Birgmark of McAdams representing Covington Group, stated the intention of opening a Dutch Bros Coffee. He commended staff, particularly Planner Kelly, and offered to answer any questions.

Seeing no additional speakers in favor or in opposition of the request, Mayor Connelly closed the public hearing.

Council Member Scully inquired about traffic access, confirming the existing back street connectivity for accessing businesses without using the main road.

Motion by Council Member Robinson, seconded by Council Member Scully to approve. Motion passed 6-0.

16. Resolution to Close a Portion of Hickory Street Located North of East 3rd Street

Engineering Director Lisa Kirby presented the street closure request from an adjoining property owner, with United Methodist Retirement Homes Incorporated acquiring the necessary parcel. Planning and Zoning Commission voted unanimously to recommend closure, and City staff also recommended approval.

Hearing no questions from the Council for staff, Mayor Connelly opened the public hearing and invited those in favor to come forward to speak.

Ms. Michelle Clements

Ms. Clements with East Group represented Cypress Glen/United Methodist. She noted that the properties along the right-of-way are now owned by Cypress Glen for potential facility expansion.

Seeing no additional speakers in favor or in opposition of the request, Mayor Connelly closed the public hearing.

Council Member Scully commended Cypress Glen for their community investment in elderly and transitional housing, noting the beautiful development and important service provided.

Motion by Council Member Hardee, seconded by Council Member Scully to approve. Motion passed 6-0.

17. 2026-2027 Annual Action Plan Public Hearing

Community Development Services Assistant Director Renee Skeen presented the Annual Action Plan representing year 4 of the current consolidated plan for Community Development Block Grant (CDBG) and HOME funding. Priorities include acquisition and demolition, rental development, rehabilitation, new construction, down payment assistance, and nonprofit support.

Council Member Willis stated that there was a question asked about dilapidated homes at a recent community meeting. She stated that she would like to see information on the City's process of addressing these types of homes come back at a Workshop.

City Manager Cowin noted that the City has set a goal of 50 affordable homes in the next 10 years and it is his intent to go beyond that. He stated that the City is actively working on adding to its inventory of properties.

Hearing no questions from the Council for staff, Mayor Connelly opened the public hearing and invited those in favor to come forward to speak.

Seeing no speakers in favor or in opposition of the request, Mayor Connelly closed the public hearing.

Motion by Council Member Scully, seconded by Council Member Robinson to approve. Motion passed 6-0.

18. Public Hearing on Entering Into a Trust Agreement or Installment Financing Agreement Not to Exceed $22,000,000 for Financing Public Improvements

Chief Financial Officer Jacob Joyner presented the installment financing request for the bulkhead replacement project at Town Commons and Phase 1 of the Sports Complex Project.

Hearing no questions from the Council for staff, Mayor Connelly opened the public hearing and invited those in favor to come forward to speak.

Seeing no speakers in favor or in opposition of the request, Mayor Connelly closed the public hearing.

Motion by Council Member Robinson, seconded by Council Member Hardee to approve. Motion passed 6-0.

19. Application to Receive Funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Deputy Police Chief Kolenya "KZ" Thomas presented the JAG grant application for $27,760 with no City match required. The Greenville Police Department intends to use funds for less lethal equipment including OC spray, pepper ball, and tasers to provide officers additional tools for high-risk situation de-escalation.

Hearing no questions from the Council for staff, Mayor Connelly opened the public hearing and invited those in favor to come forward to speak.

Seeing no speakers in favor or in opposition of the request, Mayor Connelly closed the public hearing.

Motion by Council Member Willis, seconded by Council Member Robinson to approve. Motion passed 6-0.

OTHER ITEMS OF BUSINESS

20. 2026 HOME Investment Partnerships (HOME) Fund Commitment for Multi-Family Rental Housing Development

Community Development Services Assistant Director Skeen presented the HOME fund commitment process, highlighting the City's successful partnerships with low-income housing tax credits that have produced over 500 affordable units since 2010.

Dustin Mills of the Taft Mills Group presented Farrington Trace Phase 2, a proposed $20 million development with 84 units including 1, 2, and 3-bedroom options with rents ranging

from $525 to $1,100 monthly. The project includes 8 units set aside for qualified populations and requests $500,000 in HOME funds.

Council Members discussed traffic concerns on East Fire Tower Road and sidewalk connectivity issues.

Mr. Mills noted DOT's future plans for median installation that will eventually make the development right-in, right-out only.

Motion by Council Member Willis, seconded by Council Member Robinson to approve. Motion passed 6-0.

21. Memorandum of Understanding between North Carolina Coastal Land Trust, Pitt County Government, and the City of Greenville

Executive Director Don Octagon presented the MOU for North Carolina Coastal Land Trust's purchase of a 65-acre property on Riverwalk Drive to establish outdoor recreation opportunities. The partnership would allow potential establishment of passive recreation and environmental education on property with significant conservation values, addressing underserved areas identified in the 2023 recreation master plan.

Motion made by Council Member Jones and seconded by Council Member Scully to approve. Motion passed 6-0.

22. Resolution Approving an Interagency Fire/Rescue Mutual Aid Agreement with the City of New Bern

Fire Rescue Chief Jeremy Anderson and Battalion Chief Brad Johnson presented the Urban Search And Rescue (USAR) team partnership. Greenville operates one of seven USAR task forces in North Carolina, serving the northeast region with 68 personnel between two agencies and capability for 4-hour response with 72-hour self-sufficiency.

The team provides structural collapse, swift water, wide area search, trench rescue, and rope rescue capabilities with highly trained personnel requiring 300+ hours of initial training. The partnership with New Bern allows enhanced regional capacity while maintaining local coverage.

Council Member Scully praised the team's recent Hertford County response and the valuable service provided to the community.

Motion by Council Member Robinson, seconded by Council Member Scully to approve. Motion passed 6-0.

23. Keep America Beautiful Grant Application

Sustainability Officer Shangyi Sun presented the Martin Luther King, Jr. (MLK) Corridor Community Grant application for $15,000 with no local match. The project would convert City-owned vacant parcels around the MLK corridor from mowing-intensive maintenance to native tree canopy and low-maintenance landscaping, potentially including community gardens.

The initiative would reduce the city's annual $100,000+ maintenance costs on 25 acres while providing environmental benefits including shade, heat island reduction, stormwater absorption, and habitat support. The project aligns with City goals for environmental responsibility and fiscal efficiency.

Council Members praised the multiple benefits including taxpayer savings, environmental improvements, and community enhancement.

Motion was made by Council Member Willis and seconded by Council Member Jones to approve. Motion passed 6-0.

24. Contract with Cherry Bekaert, LLP for Auditing Services for Fiscal Year 2025-2026

Chief Financial Officer Jacob Joyner presented the third year of a five-year audit contract with Cherry Bekaert, LLP for $130,000. The audit includes financial statements and single audit for grant compliance.

Motion by Council Member Robinson, seconded by Council Member Scully to approve. Motion passed 6-0.

25. Budget Ordinance (#9) Amending the 2025-26 General Fund, Donations Fund, Opioid Settlement Fund, and Special Revenue Grant Fund

Chief Financial Officer Joyner presented budget amendments totaling near $205 million, including funds for municipal elections, recreational donations, opioid settlement funds for the Pitt County Public Health Department, and state grant revenue for the Urban Search and Rescue team.

Motion by Council Member Robinson, seconded by Council Member Hardee to approve. Motion passed 6-0.

26. (ADDED) Consideration of the Addition of a Special Call Meeting to consider a Resolution of Support to amend General Session Law establishing the Pitt-Greenville Airport (PGV)

Attorney McGirt asked that the City Council consider the addition of a Special Meeting on April 20, 2026, at 7:00 p.m. to consider Airport Authority amendments following the April 20, 2026, 6:00 p.m. Joint City Council - GUC Board meeting.

Motion by Council Member Robinson, seconded by Council Member Scully to add the special meeting. Motion passed 6:0.

CITY MANAGER'S REPORT

City Manager Michael recognized Justin Skinner, a 27-year member of the Recreation and Parks Department. Mr. Skinner serves as a Park Facility Supervisor overseeing turf and athletic fields. Skinner's crew maintained Guy Smith Stadium for 48 teams during recent tournaments, working late shifts and weekends to ensure excellent field conditions.

COMMENTS FROM MAYOR AND CITY COUNCIL

The City Council made general comments about past and upcoming community happenings.

Council Robinson requested workshops on VRBO/short-term rental regulation and taxation.

Council Member Willis requested a workshop on the Philadelphia model for immigration enforcement, and asked for updates on the employment situation raised by Mr. Marvin McKesson.

Hearing no further comments, City Attorney McGirt recommended that the City Council make a motion to move in to closed session discuss real property negotiations, personnel matters, and for attorney consultation.

> *Council Member Scully made a motion to go in to closed Session. Council Member Willis seconded the motion and it passed unanimously, 6-0.*

Mayor Connelly moved the City Council in to closed session at 8:36 p.m.

Following a discussion in closed session, Mayor Connelly called on a motion to come out of closed session.

> *Council Member Robinson made a motion to come out of closed session. Council Member Hardee seconded the motion and it passed unanimously, 6-0.*

ADJOURNMENT

Mayor Connelly moved the City Council in to open session at 9:18 p.m. Hearing no further business, Mayor Connelly called for a motion to adjourn.

> *Council Member Scully made a motion to adjourn. Council Member Willis seconded the motion and it passed unanimously, 6-0.*

Mayor Connelly adjourned the meeting at 9:19 p.m.

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Amendment of the 2026 Schedule of City Council Meetings

Explanation: The August 2026 meetings had been scheduled to minimize conflicts with the 2026 Little League Softball World Series (LLSWS). The LLSWS has since been rescheduled to occur August 2nd - August 9th.

Staff recommends amending the City Council's meeting schedule as follows so that the August meetings align with its standard timing:

- Reschedule the Monday, August 17th Workshop to Monday, August 10th at 4:00 p.m.
- Reschedule the Monday, August 17th Meeting to Monday, August 10th, at 6:00 p.m.
- Reschedule the Thursday, August 20th Meeting to Thursday, August 13th at 6:00 p.m.

The 2026 City Council Meeting schedule has been amended to reflect that recommendation.

Fiscal Note: No direct fiscal impact.

Recommendation: Review and adopt the amended 2026 City Council Meeting Schedule.

ATTACHMENTS

COG-#1207636-v3-2026_Schedule_of_City_Council_Meetings.doc

CITY OF GREENVILLE
2026 SCHEDULE OF CITY COUNCIL MEETINGS

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

January 5 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
January 5 – 6:00 PM
January 8 – 6:00 PM
January 30– 4:00 PM - CANCELLED DUE TO INCLEMENT WEATHER
January 31 – 8:30 AM - CANCELLED DUE TO INCLEMENT WEATHER

February 9 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
February 9– 6:00 PM
~~February 12 – 6:00 PM~~ CANCELLED
February 23 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 S. Fifth St., Greenville NC 27858)
February 23 – 7:00 PM

March 9– 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
March 9– 6:00 PM
March 12 – 6:00 PM
March 23 – 6:00 PM

April 9– 6:00 PM
April 20 – 6:00 PM – (Joint City Council –GUC Meeting)

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

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

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

September 10 – 6:00 PM
September 21 – 6:00 PM – (Joint City Council – GUC Meeting)

October 5 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
October 5 – 6:00 PM
October 8 – 6:00 PM
*October 19 – 6:00 PM

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

December 7 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)
December 7 – 6:00 PM
December 10 – 6:00 PM
*December 21 – 6:00 PM

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

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Ordinance Enacting and Adopting Supplement #2026-S17 to the City of Greenville Code of Ordinances

Explanation: In accordance with a Codification Agreement (Contract No.1757) dated November 14, 2008, between the City of Greenville and the North Carolina League of Municipalities, along with its code contractor, American Legal Publishing Corporation, the Code of Ordinances was fully revised and updated to include all ordinances adopted through October 8, 2009. Subsequent to this initial revision and update, American Legal Publishing Corporation maintains the City Code by producing periodic supplements to the printed version and hosting/updating an online version of the City Code.

Supplement #2026-S17 contains all ordinances of a general and permanent nature enacted on or after January 1, 2024 and on or before December 31, 2025.

Fiscal Note: No direct fiscal impact.

Recommendation: Approve the ordinance enacting and adopting Supplement #2026-S17 to the City of Greenville Code of Ordinances.

ATTACHMENTS

COG-_1212824-v1-Ordinance_Adopting_Code_Supplement_2026_S17.doc

ORDINANCE NO. _____

AN ORDINANCE ENACTING AND ADOPTING SUPPLEMENT #2026-S17 TO THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed Supplement #2026-S17 to the Code of Ordinances of the City of Greenville, North Carolina, which supplement contains all ordinances of a general and permanent nature enacted on or after January 1, 2024, and on or before December 31, 2025; and

WHEREAS, North Carolina General Statute 160A-77 empowers and authorizes the City of Greenville to adopt and issue a code of its ordinances in book form and to adopt supplements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

Section 1. That Supplement #2026-S17 to the Code of Ordinances of the City of Greenville, North Carolina, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the City Council of the City of Greenville, and the City Clerk of the City of Greenville, North Carolina, is hereby authorized and ordered to insert such supplement in the copy of the Code of Ordinances kept on file in the Office of the City Clerk.

Section 3. This ordinance shall become effective upon its adoption.

This day _____

_____
P. J. Connelly, Mayor

ATTEST:

_____
Valerie Shiuwegar, City Clerk

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Resolution Amending the City of Greenville Personnel Policies

Explanation: The Fire/Rescue Department transitioned to a 24/72 work schedule for shift personnel in March 2026. The proposed Resolution amends various sections of Article IV (The Pay Plan) and Article VIII (Leave) of the City of Greenville Personnel Policies due to the transition to the 24/72 work schedule. The proposed amendments are denoted in red font on the "Consent Agenda Item Attachment".

Fiscal Note: There is no cost to the City.

Recommendation: Adopt the Resolution amending the City of Greenville Personnel Policies.

ATTACHMENTS

- **Consent Agenda Item Attachment.pdf**
- **Resolution amending Personnel Policies.pdf**

Consent Agenda Item Attachment
Proposed Amendments to City of Greenville Personnel Policies
(denoted in red font)

Article	Proposed Amendment
Article IV (The Pay Plan)	**SECTION 17.0 Holiday Pay** Regular full-time employees shall be paid their regular hourly rate of pay for all days designated as City holidays, except that Fire/Rescue Officers, Police Officers, and other Police Department employees designated by the Chief of Police shall have holidays credited on a monthly basis such that 1/12th of the total annual hours of holiday time shall be credited each month. Non-exempt employees (excluding Police and Fire/Rescue personnel defined in Section 17.1 of this Article) eligible for holiday pay who are required to work on a City-observed holiday shall be paid as follows: • If operational requirements of the department do not allow the employee to take a day off within the same workweek as the City-observed holiday, the employee will be paid his or her regular rate of pay for the holiday and time and one-half the regular rate of pay for the hours worked on the City-observed holiday. • If operational requirements of the department allow the employee to take a day off within the same workweek as the City-observed holiday, the employee will be allowed to take a day off with pay within the same workweek at his or her regular rate of pay and will be paid time and one-half the regular rate of pay for the hours worked on the City-observed holiday. Exempt employees (excluding Police and Fire/Rescue personnel defined in Section 17.1 of this Article) who are required to work on a City-observed holiday may be allowed to take time off for the holiday in accordance with the Management Time Pay Policy in accordance with Section 24.0 of this Article. Police and Fire/Rescue personnel will be allowed to take time off for the holiday in accordance with Section 17.1 of this Article. *SECTION 17.1* *Crediting and Accumulation of Holiday Time for Police and Fire/Rescue Officers* a. Fire/Rescue Officers working a 24-hour ~~15-minute~~ rotating shift, sworn Police Officers, and other Police Department employees designated by the Chief will be credited with holiday time in accordance with this Section.

Article	Proposed Amendment
	b. Fire/Rescue Officers shall be credited with thirteen (13) annual holidays at a total of ~~182~~ 136.5 hours of holiday time per year. Police Officers and other designated Police Department employees shall be credited with thirteen (13) annual holidays at a total of 104 hours of holiday time per year. c. Holiday time will be credited on a monthly basis of ~~15.17~~ 11.375 hours per month for Fire/Rescue Officers and 8.67 hours per month for Police Officers and other designated Police Department employees. d. Holiday time may be accumulated up to a maximum of ~~91~~ 68.25 hours for Fire/Rescue Officers and up to a maximum of 52 hours for Police Officers and other designated Police Department employees. These maximum accumulation limits represent one-half of the holiday hours earned annually by Fire/Rescue Officers, Police Officers, and other designated Police Department employees. Upon occurrence, any amount of accumulated holiday time that exceeds the specified maximum accumulation automatically rolls over to the employee's sick leave balance. e. Only Police Officers, other designated Police Department employees designated by the Police Chief, and Fire/Rescue Officers working a 24-hour ~~15-minute~~ rotating shift may accumulate holiday leave.
Article IV (The Pay Plan)	**SECTION 18.0 Emergency Call Back Pay** a. Emergency call back in all departments will be paid at the rate of time and one-half. For purposes of this section, emergency call back shall mean work performed by off-duty employees requested to return to work that was necessitated by a major emergency or extraordinary fires or public safety incidents, as determined by the City Manager or his/her designee. A major emergency shall include natural disasters and civil disturbances and the clean-up period immediately following. For purposes of this section, emergency call back also shall mean work performed by Police ~~and Fire/Rescue~~ personnel working additional shifts to maintain minimum staffing requirements. b. An employee called back to work shall be paid from the time they leave home until their work is completed, with a minimum call back payment of one hour at the rate set in a. above.
Article IV (The Pay Plan)	**SECTION 26.0 Designation of Workweek and Work Period**

Article	Proposed Amendment
	The workweek for the City of Greenville will begin at 8:00 a.m. on Saturday and run to 8:00 a.m. the next Saturday, except as indicated below: a. Shift Police Officers will begin at 7:00 a.m. on Saturday and end two weeks later at 7:00 a.m. b. Shift Fire/Rescue Officers will begin at 8:00 a.m. on Saturday and end two weeks later at 8:00 a.m. c. Telecommunicators will begin at 7:00 a.m. on Saturday and end the next Saturday at 7:00 a.m. *SECTION 26.1* *Total Hours in a Workweek* The total hours in a workweek for employees shall be 40 hours unless otherwise specified below: a. Police Officers shall have a work period of 14 days with 86 hours worked. Time worked beyond 86 hours in the 14-day work period shall be paid at the overtime rate of time and one-half the regular hourly rate, except as provided for in the emergency call back policy [Section 18.0 of this Article]. b. Fire/Rescue Officers working a twenty-four (24) hour ~~15-minute~~ rotating shift will be paid at the regular rate of pay for the first 212 hours in the 28-day work period and shall be paid time and one-half for hours worked beyond 212 in the 28-day work period, except as provided for in the emergency call back policy [Section 18.0 of this Article]. c. The City will operate on a biweekly pay period for all employees.
Article IV (The Pay Plan)	**SECTION 29.0 Hours Worked** The determination of hours worked in any workweek or work period shall be in accordance with the provisions of the Fair Labor Standards Act. Holiday, vacation, sick leave, and other paid leave not actually worked shall not be counted as hours worked in the computation of overtime hours. The following exceptions apply to Fire/Rescue Officers and Police Officers: a. Meal break time for Fire/Rescue Officers shall be counted as hours worked when computing total hours.

Article	Proposed Amendment
	b. Court time for Police Officers shall be counted as hours worked when computing total hours. c. ~~In accordance with the provisions of the Fair Labor Standards Act, sleep time in the Fire/Rescue Department will not be counted towards hours worked if the sleep period complies with regulations under the Act for exemption~~.
Article IV (The Pay Plan)	**SECTION 31.0 Time Off Plan** a. Except for sworn Police Officers and Fire/Rescue Officers working a 24-hour ~~15-minute~~ rotating shift, each 40-hour workweek shall stand alone for determining overtime liability. However, to reduce total payroll liability, department heads are encouraged to grant time off during biweekly payroll periods to reduce overtime wage payments made necessary by overtime work. b. The following guidelines shall be used to grant time off under this plan: 1. If hours worked on a given day exceed the normal workday, straight time off may be given only during that workweek. 2. If an employee works over 40 hours in the first week of a biweekly pay period, the employee must be paid at the rate of time and one-half for the hours worked over 40. Time off may be given during the second week of that biweekly pay period at the rate of one and one-half the number of overtime hours in the first week. 3. For Fire/Rescue Officers working a 24-hour ~~15-minute~~ rotating shift, straight time off may be given anytime during the 28-day work period as long as the total hours worked are not over 212 hours. For sworn Police Officers, straight time off may be given anytime during the 14-day work period as long as the total hours worked are not over 86 hours. 4. Time off for emergency call back hours shall be given at the rate of one and one-half times the number of emergency call back hours worked.

<table>
<tr><th>Article</th><th>Proposed Amendment</th></tr>
<tr><td></td><td>
5. When an employee works overtime in any given week (or work period for sworn Police and Fire/Rescue Officers), the department head shall first attempt to give the employee time off under the provisions of subsections a. and b. of this Section. If it is not feasible to give time off, overtime wages shall be paid to the employee.

6. All adjustments to hours worked made in accordance with this section shall be accurately reflected on employee timesheets.
</td></tr>
<tr><td>Article VIII (Leave)</td><td>
SECTION 4.0 Vacation Leave

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

<table>
<tr><th colspan="3">Employees on a 40-hour work schedule</th></tr>
<tr><th>Service Factor</th><th>Hours Earned Per Month</th><th>Hours Earned Per Year</th></tr>
<tr><td>Under 5 years of service</td><td>8</td><td>96</td></tr>
<tr><td>After 5 years of service</td><td>11</td><td>132</td></tr>
<tr><td>After 10 years of service</td><td>13</td><td>156</td></tr>
<tr><td>After 15 years of service</td><td>15</td><td>180</td></tr>
<tr><td>After 20 years of service</td><td>17</td><td>204</td></tr>
</table>

<table>
<tr><th colspan="3">Shift Fire/Rescue Employees</th></tr>
<tr><th>Service Factor</th><th>Hours Earned Per Month</th><th>Hours Earned Per Year</th></tr>
<tr><td>Under 5 years of service</td><td><s>12</s> 9</td><td><s>144</s> 108</td></tr>
<tr><td>After 5 years of service</td><td><s>15</s> 11.25</td><td><s>180</s> 135</td></tr>
<tr><td>After 10 years of service</td><td><s>18</s> 13.5</td><td><s>216</s> 162</td></tr>
<tr><td>After 15 years of service</td><td><s>21</s> 15.75</td><td><s>252</s> 189</td></tr>
<tr><td>After 20 years of service</td><td><s>24</s> 18</td><td><s>288</s> 216</td></tr>
</table>
</td></tr>
</table>

Article	Proposed Amendment
	Designated part-time employees accrue vacation leave on a pro-rated basis using the following schedule: • Average workweek of 20 hours but less than 30 hours weekly: one-half the rate received by regular, full-time employees; • Average workweek of 30 hours or more: three-fourths the rate received by regular, full-time employees.
Article VIII (Leave)	**SECTION 5.0 Sick Leave** Sick leave with pay is not a right that an employee may demand, but a privilege granted by the City Council for the benefit of an employee when sick. Sick leave may be used by regular full-time and designated part-time employees as follows: (a) due to the illness, injury, or incapacity of an employee; (b) for medical or dental appointments of an employee or the employee's immediate family member; (c) when an employee is required to care for a member of his/her immediate family who is ill or incapacitated due to a medical condition; and (d) for death in the employee's immediate family. For (a) above, employees with accrued sick leave must use sick leave rather than vacation leave. After an employee's accrued sick leave has been exhausted, vacation leave may be used as sick leave. Immediate family shall be defined to include legally married spouse, parent, legal guardian, child, sister, and brother--plus the various combinations of half, step, in-law, and adopted relationships that can be derived from those named. Immediate family shall also include the employee's grandparent and grandchild. Eligibility to use sick leave begins immediately upon employment with the City. Employees are eligible to take sick leave intermittently or on a reduced leave schedule only when medically necessary. The use of sick leave for a death in the employee's immediate family will be limited to three (3) consecutive workdays per occurrence, unless the additional use of sick leave is approved by the department head or his/her designee (not to exceed a total of six (6) consecutive workdays per occurrence). For Fire/Rescue employees working a ~~56-hour work schedule~~ 24-hour shift schedule, the use of sick leave for a death in the employee's immediate family will be limited to one (1) workday per occurrence, unless the additional use of sick leave is approved by the Fire/Rescue Chief or his/her designee (not to exceed a total of two (2)

Article	Proposed Amendment
	consecutive workdays per occurrence). Sick leave for death in the employee's immediate family is for the purpose of attending the funeral or memorial service, making arrangements, or otherwise attending to the affairs of the deceased. An employee may be requested to provide information which will document the necessity of the absence. Additional time off, if approved, must be taken as vacation leave or unpaid leave. Notification of the need to take sick leave shall be submitted to the employee's supervisor prior to the beginning of the scheduled workday or shift, or in a timely manner specified by the department head. Employees must call in each day they are out and inform their supervisor, unless the supervisor and employee have made alternative arrangements. Because supervisors may need to discuss rearranging work assignments, the employee — not a member of his or her family, unless the medical condition prevents the employee from doing so – must call when he or she will be out of work and speak directly to the supervisor or his or her designee. Proper notification will not be considered as leaving a voicemail or message with the employee's immediate supervisor. Lack of such notification may result in charge to leave without pay for the time missed in addition to any disciplinary actions for failure to report to work. A department head may require satisfactory proof of the proper use of sick leave and may disallow sick leave in the absence of such proof. An employee who misuses sick leave is subject to disciplinary action, up to and including dismissal. An example of misuse or abuse of sick leave is to use such leave to perform off-duty, secondary, or self-employment work. An employee who is on sick leave for personal illness for four consecutive working days or more must provide an FMLA Certification of Health Care Provider Form to determine if the leave is FMLA-qualifying and a return to work release from the employee's health care provider before the employee will be permitted to return to work. The return to work release must state that the employee is able to resume work. Any restriction or limitation will be evaluated to determine if the restriction or limitation can be accommodated. *SECTION 5.1* *Accumulation of Sick Leave* Sick leave accumulates as follows: • Each regular full-time employee shall earn sick leave at the rate of eight (8) hours per full calendar month of service, for 96 hours annually. • Fire/Rescue personnel working other than the basic 40-hour

Article	Proposed Amendment
	workweek shall earn sick leave at the rate of ~~twelve (12)~~ nine (9) hours per full calendar month of service, or ~~144~~ 108 hours annually. • Half-time designated part-time employees earn sick leave at a prorated rate of four (4) hours per full calendar month of service, or 48 hours annually; three-quarter designated part-time employees earn sick leave at a prorated rate of six (6) hours per full calendar month of service, or 72 hours annually. • Employees shall earn sick leave after having worked or been on paid leave for more than half the scheduled working days in the month. • Sick leave shall be cumulative with no limit on the maximum amount. • Once an employee separates from City employment for any reason, any unused sick leave shall terminate. There is no payment of unused sick leave upon termination. However, unused sick leave may be used as creditable service for retirement in accordance with Section 5.2 of this Article.

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

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

Section 1. The City of Greenville Personnel Policies is hereby amended by amending the Article and Section denoted in the table below to read as follows, effective March 7, 2026:

Article Number	**Proposed amendment(s)**
Article IV (The Pay Plan)	**SECTION 17.0 Holiday Pay** Regular full-time employees shall be paid their regular hourly rate of pay for all days designated as City holidays, except that Fire/Rescue Officers, Police Officers, and other Police Department employees designated by the Chief of Police shall have holidays credited on a monthly basis such that 1/12th of the total annual hours of holiday time shall be credited each month. Non-exempt employees (excluding Police and Fire/Rescue personnel defined in Section 17.1 of this Article) eligible for holiday pay who are required to work on a City-observed holiday shall be paid as follows: • If operational requirements of the department do not allow the employee to take a day off within the same workweek as the City-observed holiday, the employee will be paid his or her regular rate of pay for the holiday and time and one-half the regular rate of pay for the hours worked on the City-observed holiday. • If operational requirements of the department allow the employee to take a day off within the same workweek as the City-observed holiday, the employee will be allowed to take a day off with pay within the same workweek at his or her regular rate of pay and will be paid time and one-half the regular rate of pay for the hours worked on the City-observed holiday. Exempt employees (excluding Police and Fire/Rescue personnel defined in Section 17.1 of this Article) who are required to work on a City-observed holiday may be allowed to take time off for the holiday in accordance with the Management Time Pay Policy in accordance with Section 24.0 of this Article. Police and Fire/Rescue personnel will be allowed to take time off for the holiday in accordance with Section 17.1 of this Article.

Article Number	Proposed amendment(s)
	SECTION 17.1 *<u>Crediting and Accumulation of Holiday Time for Police and Fire/Rescue Officers</u>* a. Fire/Rescue Officers working a 24-hour rotating shift, sworn Police Officers, and other Police Department employees designated by the Chief will be credited with holiday time in accordance with this Section. b. Fire/Rescue Officers shall be credited with thirteen (13) annual holidays at a total of 136.5 hours of holiday time per year. Police Officers and other designated Police Department employees shall be credited with thirteen (13) annual holidays at a total of 104 hours of holiday time per year. c. Holiday time will be credited on a monthly basis of 11.375 hours per month for Fire/Rescue Officers and 8.67 hours per month for Police Officers and other designated Police Department employees. d. Holiday time may be accumulated up to a maximum of 68.25 hours for Fire/Rescue Officers and up to a maximum of 52 hours for Police Officers and other designated Police Department employees. These maximum accumulation limits represent one-half of the holiday hours earned annually by Fire/Rescue Officers, Police Officers, and other designated Police Department employees. Upon occurrence, any amount of accumulated holiday time that exceeds the specified maximum accumulation automatically rolls over to the employee's sick leave balance. e. Only Police Officers, other designated Police Department employees designated by the Police Chief, and Fire/Rescue Officers working a 24-hour rotating shift may accumulate holiday leave.
Article IV (The Pay Plan)	**SECTION 18.0 Emergency Call Back Pay** a. Emergency call back in all departments will be paid at the rate of time and one-half. For purposes of this section, emergency call back shall mean work performed by off-duty employees requested to return to work that was necessitated by a major emergency or extraordinary fires or public safety incidents, as determined by the City Manager or his/her designee. A major emergency shall include natural disasters and civil disturbances and the clean-up period immediately following. For purposes of this section, emergency call back also shall mean work performed by Police personnel working additional shifts to maintain minimum staffing requirements. b. An employee called back to work shall be paid from the time they

Article Number	Proposed amendment(s)
	leave home until their work is completed, with a minimum call back payment of one hour at the rate set in a. above.
Article IV (The Pay Plan)	**SECTION 26.0 Designation of Workweek and Work Period** The workweek for the City of Greenville will begin at 8:00 a.m. on Saturday and run to 8:00 a.m. the next Saturday, except as indicated below: a. Shift Police Officers will begin at 7:00 a.m. on Saturday and end two weeks later at 7:00 a.m. b. Shift Fire/Rescue Officers will begin at 8:00 a.m. on Saturday and end two weeks later at 8:00 a.m. c. Telecommunicators will begin at 7:00 a.m. on Saturday and end the next Saturday at 7:00 a.m. *SECTION 26.1 Total Hours in a Workweek* The total hours in a workweek for employees shall be 40 hours unless otherwise specified below: a. Police Officers shall have a work period of 14 days with 86 hours worked. Time worked beyond 86 hours in the 14-day work period shall be paid at the overtime rate of time and one-half the regular hourly rate, except as provided for in the emergency call back policy [Section 18.0 of this Article]. b. Fire/Rescue Officers working a twenty-four (24) hour rotating shift will be paid at the regular rate of pay for the first 212 hours in the 28-day work period and shall be paid time and one-half for hours worked beyond 212 in the 28-day work period, except as provided for in the emergency call back policy [Section 18.0 of this Article]. c. The City will operate on a biweekly pay period for all employees.
Article IV (The Pay Plan)	**SECTION 29.0 Hours Worked** The determination of hours worked in any workweek or work period shall be in accordance with the provisions of the Fair Labor Standards Act. Holiday, vacation, sick leave, and other paid leave not actually worked shall not be counted as hours worked in the computation of overtime hours. The following exceptions apply to Fire/Rescue Officers and Police Officers:

Article Number	Proposed amendment(s)
	a. Meal break time for Fire/Rescue Officers shall be counted as hours worked when computing total hours. b. Court time for Police Officers shall be counted as hours worked when computing total hours.
Article IV (The Pay Plan)	**SECTION 31.0 Time Off Plan** a. Except for sworn Police Officers and Fire/Rescue Officers working a 24-hour rotating shift, each 40-hour workweek shall stand alone for determining overtime liability. However, to reduce total payroll liability, department heads are encouraged to grant time off during biweekly payroll periods to reduce overtime wage payments made necessary by overtime work. b. The following guidelines shall be used to grant time off under this plan: 1. If hours worked on a given day exceed the normal workday, straight time off may be given only during that workweek. 2. If an employee works over 40 hours in the first week of a biweekly pay period, the employee must be paid at the rate of time and one-half for the hours worked over 40. Time off may be given during the second week of that biweekly pay period at the rate of one and one-half the number of overtime hours in the first week. 3. For Fire/Rescue Officers working a 24-hour rotating shift, straight time off may be given anytime during the 28-day work period as long as the total hours worked are not over 212 hours. For sworn Police Officers, straight time off may be given anytime during the 14-day work period as long as the total hours worked are not over 86 hours. 4. Time off for emergency call back hours shall be given at the rate of one and one-half times the number of emergency call back hours worked. 5. When an employee works overtime in any given week (or work period for sworn Police and Fire/Rescue Officers),

<table>
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<tr><td></td><td>the department head shall first attempt to give the employee time off under the provisions of subsections a. and b. of this Section. If it is not feasible to give time off, overtime wages shall be paid to the employee.

6. All adjustments to hours worked made in accordance with this section shall be accurately reflected on employee timesheets.</td></tr>
<tr><td>Article VIII (Leave)</td><td>SECTION 4.0 Vacation Leave

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

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<tr><td>After 10 years of service</td><td>13</td><td>156</td></tr>
<tr><td>After 15 years of service</td><td>15</td><td>180</td></tr>
<tr><td>After 20 years of service</td><td>17</td><td>204</td></tr>
</table>

<table>
<tr><th colspan="3">Shift Fire/Rescue Employees</th></tr>
<tr><th>Service Factor</th><th>Hours Earned Per Month</th><th>Hours Earned Per Year</th></tr>
<tr><td>Under 5 years of service</td><td>9</td><td>108</td></tr>
<tr><td>After 5 years of service</td><td>11.25</td><td>135</td></tr>
<tr><td>After 10 years of service</td><td>13.5</td><td>162</td></tr>
<tr><td>After 15 years of service</td><td>15.75</td><td>189</td></tr>
<tr><td>After 20 years of service</td><td>18</td><td>216</td></tr>
</table>

Designated part-time employees accrue vacation leave on a pro-rated basis using the following schedule:
• Average workweek of 20 hours but less than 30 hours weekly: one-half the rate received by regular, full-time employees;</td></tr>
</table>

Article Number	Proposed amendment(s)
	• Average workweek of 30 hours or more: three-fourths the rate received by regular, full-time employees.
Article VIII (Leave)	**SECTION 5.0 Sick Leave** Sick leave with pay is not a right that an employee may demand, but a privilege granted by the City Council for the benefit of an employee when sick. Sick leave may be used by regular full-time and designated part-time employees as follows: (a) due to the illness, injury, or incapacity of an employee; (b) for medical or dental appointments of an employee or the employee's immediate family member; (c) when an employee is required to care for a member of his/her immediate family who is ill or incapacitated due to a medical condition; and (d) for death in the employee's immediate family. For (a) above, employees with accrued sick leave must use sick leave rather than vacation leave. After an employee's accrued sick leave has been exhausted, vacation leave may be used as sick leave. Immediate family shall be defined to include legally married spouse, parent, legal guardian, child, sister, and brother--plus the various combinations of half, step, in-law, and adopted relationships that can be derived from those named. Immediate family shall also include the employee's grandparent and grandchild. Eligibility to use sick leave begins immediately upon employment with the City. Employees are eligible to take sick leave intermittently or on a reduced leave schedule only when medically necessary. The use of sick leave for a death in the employee's immediate family will be limited to three (3) consecutive workdays per occurrence, unless the additional use of sick leave is approved by the department head or his/her designee (not to exceed a total of six (6) consecutive workdays per occurrence). For Fire/Rescue employees working a 24-hour shift schedule, the use of sick leave for a death in the employee's immediate family will be limited to one (1) workday per occurrence, unless the additional use of sick leave is approved by the Fire/Rescue Chief or his/her designee (not to exceed a total of two (2) consecutive workdays per occurrence). Sick leave for death in the employee's immediate family is for the purpose of attending the funeral or memorial service, making arrangements, or otherwise attending to the affairs of the deceased. An employee may be requested to provide information which will document the necessity of the absence. Additional time off, if approved, must be taken as vacation leave or unpaid leave.

Article Number	Proposed amendment(s)
	Notification of the need to take sick leave shall be submitted to the employee's supervisor prior to the beginning of the scheduled workday or shift, or in a timely manner specified by the department head. Employees must call in each day they are out and inform their supervisor, unless the supervisor and employee have made alternative arrangements. Because supervisors may need to discuss rearranging work assignments, the employee — not a member of his or her family, unless the medical condition prevents the employee from doing so – must call when he or she will be out of work and speak directly to the supervisor or his or her designee. Proper notification will not be considered as leaving a voicemail or message with the employee's immediate supervisor. Lack of such notification may result in charge to leave without pay for the time missed in addition to any disciplinary actions for failure to report to work. A department head may require satisfactory proof of the proper use of sick leave and may disallow sick leave in the absence of such proof. An employee who misuses sick leave is subject to disciplinary action, up to and including dismissal. An example of misuse or abuse of sick leave is to use such leave to perform off-duty, secondary, or self-employment work. An employee who is on sick leave for personal illness for four consecutive working days or more must provide an FMLA Certification of Health Care Provider Form to determine if the leave is FMLA-qualifying and a return to work release from the employee's health care provider before the employee will be permitted to return to work. The return to work release must state that the employee is able to resume work. Any restriction or limitation will be evaluated to determine if the restriction or limitation can be accommodated. *SECTION 5.1* *Accumulation of Sick Leave* Sick leave accumulates as follows: • Each regular full-time employee shall earn sick leave at the rate of eight (8) hours per full calendar month of service, for 96 hours annually. • Fire/Rescue personnel working other than the basic 40-hour workweek shall earn sick leave at the rate of nine (9) hours per full calendar month of service, or 108 hours annually. • Half-time designated part-time employees earn sick leave at a prorated rate of four (4) hours per full calendar month of service, or 48 hours annually; three-quarter designated part-time employees earn sick leave at a prorated rate of six (6) hours per

Article Number	Proposed amendment(s)
	full calendar month of service, or 72 hours annually. • Employees shall earn sick leave after having worked or been on paid leave for more than half the scheduled working days in the month. • Sick leave shall be cumulative with no limit on the maximum amount. • Once an employee separates from City employment for any reason, any unused sick leave shall terminate. There is no payment of unused sick leave upon termination. However, unused sick leave may be used as creditable service for retirement in accordance with Section 5.2 of this Article.

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

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

ADOPTED this the 11th day of May, 2026.

_____
P.J. Connelly, Mayor

ATTEST:

_____
Valerie P. Shiuwegar, City Clerk

Doc. #1212800

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Amendment to the 2010 Interlocal Tax Collection Agreement with Pitt County

Explanation: This amendment changes section 9 of the 2010 Interlocal Tax Collection agreement. The purpose of the amendment is to clarify the costs to the City concerning collections of taxes associated with annexations.

Current Language

"9. City Annexation: The City and County recognize that annexation by the City having an effective date at any time other than during the month of June will create additional burden to the County due to the need of calculations and prorations. Therefore, for annexations that become effective on a date other than during the month of June, the City shall be responsible for all costs related to prorations and additional billing. No later than five (5) days after the adoption of the annexation ordinance, the City will provide notice of the annexation to the County with all property information on the parcel numbers included in the annexation and the effective date for the annexation. For any annexation having an effective date at any time other than during the month of June, the County will bill the City for any additional costs, and the City will reimburse the County within sixty (60) days."

Proposed change

9. City Annexation: In the event that City annexes property, the County shall be responsible for collecting prorated taxes resulting from the annexation. The City shall be responsible for notifying the County within thirty (30) days prior to any annexation in order to allow the County sufficient time to assess and bill taxes resulting from the annexation. The County will collect a fee for services that shall be one and one-half percent (1.50%) of the tax revenue collected.

Fiscal Note: The proposed change sets the cost equal to the current fee for collected tax revenues. Therefore, there is no fiscal impact to the change.

Recommendation: Approve the amendment to the 2010 Interlocal Tax Collection Agreement with Pitt County.

ATTACHMENTS

Greenville Interlocal Tax Collection Agt Amendment 12_18_2025.docx

Amendment for Full Tax Collection Agreement
City of Greenville

NORTH CAROLINA

PITT COUNTY

AMENDMENT TO
INTERLOCAL TAX COLLECTION AGREEMENT

This Amendment is made and entered into this the _____ day of _____, by and between the City of Greenville (hereafter "City"), a municipal corporation organized under the laws of the State of North Carolina and Pitt County (hereinafter "County"), a body politic and corporate, to amend the Interlocal Tax Collection Agreement entered into on January 1, 2010.

WITNESSETH:

WHEREAS, City and County entered into the original Interlocal Tax Collection Agreement (hereinafter "Original Agreement") dated January 1, 2010; and

WHEREAS, City and County wish to amend the Original Agreement;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants of the parties as set forth herein, the City and County agree as follows:

The following paragraphs of the Original Agreement are amended in their entirety to read as follows:

9. City Annexation:

In the event the City annexes property, the County shall be responsible for collecting prorated taxes resulting from the annexation. The City shall be responsible for notifying the County within thirty (30) days prior to any annexation in order to allow the County sufficient time to assess and bill taxes resulting from the annexation. The County will collect a fee for services that shall be one and one-half percent (1.50%) of the tax revenue collected.

All the terms and conditions of the Original Agreement remain in full force and effect except as specifically modified herein.

Attest:

City of _____

_____
Clerk

By: _____
Mayor

Attest:

Pitt County

_____
Clerk to Board of Commissioners

By: _____
Chairman, Board of Commissioners

Pre-Audit Certificate

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

Name: _____
Finance Officer, City of Greenville

Pre-Audit Certificate

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

Name: _____
Finance Officer, Pitt County

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Resolution Accepting Dedication of Right-of Way and Easements for Mann Farm, Lot 2

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Mann Farm, Lot 2 (Map Book 90 at Page 87-88). A resolution accepting the dedication of the forementioned 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 Mann Farm, Lot 2.

ATTACHMENTS

- **Mann Farm Resolution.doc**
- **Mann Farm Lot 2 FP 23-16.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:

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

Mann Farm, Lot 2 Map Book 90 at Page 87-88

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

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

Adopted the 11th day of May, 2026.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

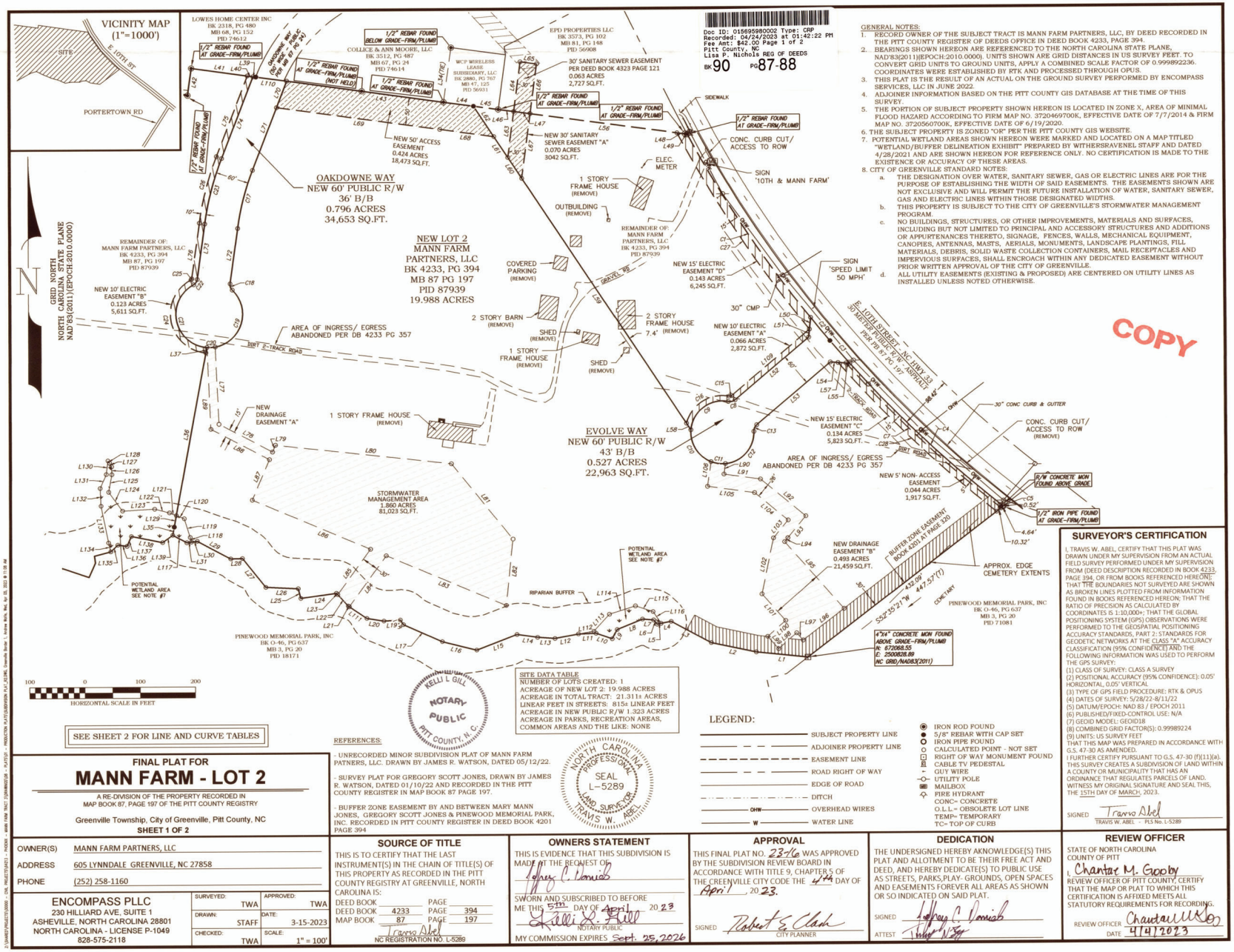
NORTH CAROLINA
PITT COUNTY

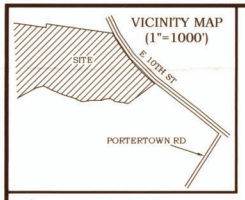
I, _____, Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was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

WITNESS my hand and official seal this the 11th day of May, 2026.

Notary Public

My Commission Expires:


VICINITY MAP
(1"=1000')
SITE
E 10TH ST
PORTERTOWN RD
Doc ID: 015695980002 Type: GRP
Recorded: 04/24/2023 at 01:42:22 PM
Fee Amt: $42.00 Page 1 of 2
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 90 PG 87-88
GENERAL NOTES:
1. RECORD OWNER OF THE SUBJECT TRACT IS MANN FARM PARTNERS, LLC, BY DEED RECORDED IN THE PITT COUNTY REGISTER OF DEEDS OFFICE IN DEED BOOK 4233, PAGE 394.
2. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH CAROLINA STATE PLANE, NAD83(2011)(EPOCH:2010.0000). UNITS SHOWN ARE GRID DISTANCES IN US SURVEY FEET. TO CONVERT GRID UNITS TO GROUND UNITS, APPLY A COMBINED SCALE FACTOR OF 0.999892236. COORDINATES WERE ESTABLISHED BY RTK AND PROCESSED THROUGH OPUS.
3. THIS PLAT IS THE RESULT OF AN ACTUAL ON THE GROUND SURVEY PERFORMED BY ENCOMPASS SERVICES, LLC IN JUNE 2022.
4. ADJOINER INFORMATION BASED ON THE PITT COUNTY GIS DATABASE AT THE TIME OF THIS SURVEY.
5. THE PORTION OF SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD ACCORDING TO FIRM MAP NO. 3720469700K, EFFECTIVE DATE OF 7/7/2014 & FIRM MAP NO. 3720560700K, EFFECTIVE DATE OF 6/19/2020.
6. THE SUBJECT PROPERTY IS ZONED "OR" PER THE PITT COUNTY GIS WEBSITE.
7. POTENTIAL WETLAND AREAS SHOWN HEREON WERE MARKED AND LOCATED ON A MAP TITLED "WETLAND/BUFFER DELINEATION EXHIBIT" PREPARED BY WITHERSRAVENEL STAFF AND DATED 4/28/2021 AND ARE SHOWN HEREON FOR REFERENCE ONLY. NO CERTIFICATION IS MADE TO THE EXISTENCE OR ACCURACY OF THESE AREAS.
8. CITY OF GREENVILLE STANDARD NOTES:
a. THE DESIGNATION OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
b. THIS PROPERTY IS SUBJECT TO THE CITY OF GREENVILLE'S STORMWATER MANAGEMENT PROGRAM.
c. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
d. ALL UTILITY EASEMENTS (EXISTING & PROPOSED) ARE CENTERED ON UTILITY LINES AS INSTALLED UNLESS NOTED OTHERWISE.
COPY
LOWES HOME CENTER INC
BK 2318, PG 480
MB 68, PG 152
PID 74612
COLLICE & ANN MOORE, LLC
BK 3512, PG 487
MB 67, PG 24
PID 74614
EPD PROPERTIES LLC
BK 3573, PG 102
MB 81, PG 148
PID 56908
WCP WIRELESS LEASE SUBSIDIARY, LLC
BK 2880, PG 767
MB 47, 125
PID 56931
1/2" REBAR FOUND AT GRADE--FIRM/PLUMB
1/2" REBAR FOUND BELOW GRADE--FIRM/PLUMB
CRYSTAL NAIL FOUND (DUE W/ MB 87 PG 24)
1/2" REBAR FOUND AT GRADE--FIRM/PLUMB (NOT HELD)
30' SANITARY SEWER EASEMENT PER DEED BOOK 4323 PAGE 121
0.063 ACRES
2,727 SQ.FT.
NEW 50' ACCESS EASEMENT
0.424 ACRES
18,473 SQ.FT.
NEW 30' SANITARY SEWER EASEMENT "A"
0.070 ACRES
3042 SQ.FT.
SIDEWALK
CONC. CURB CUT/ ACCESS TO ROW
SIGN '10TH & MANN FARM'
ELEC. METER
1 STORY FRAME HOUSE (REMOVE)
OUTBUILDING (REMOVE)
OAKDOWNE WAY
NEW 60' PUBLIC R/W
36' B/B
0.796 ACRES
34,653 SQ.FT.
NEW LOT 2
MANN FARM PARTNERS, LLC
BK 4233, PG 394
MB 87 PG 197
PID 87939
19.988 ACRES
REMAINDER OF: MANN FARM PARTNERS, LLC BK 4233, PG 394 MB 87, PG 197 PID 87939
REMAINDER OF MANN FARM PARTNERS, LLC BK 4233, PG 394 PID 87939
COVERED PARKING (REMOVE)
GRAVEL RD
NEW 15' ELECTRIC EASEMENT "D"
0.143 ACRES
6,245 SQ.FT.
SIGN 'SPEED LIMIT 50 MPH'
NEW 10' ELECTRIC EASEMENT "B"
0.123 ACRES
5,611 SQ.FT.
2 STORY BARN (REMOVE)
SHED (REMOVE)
2 STORY FRAME HOUSE 7.4' (REMOVE)
30" CMP
NEW 10' ELECTRIC EASEMENT "A"
0.066 ACRES
2,872 SQ.FT.
E. 10TH STREET - NC HWY. 33 90 METER PUBLIC R/W - ASPHALT PER PLAT BK 87 PG 197
AREA OF INGRESS/ EGRESS ABANDONED PER DB 4233 PG 357
DIRT E-TRACK ROAD
1 STORY FRAME HOUSE (REMOVE)
SHED (REMOVE)
NEW DRAINAGE EASEMENT "A"
1 STORY FRAME HOUSE (REMOVE)
EVOLVE WAY
NEW 60' PUBLIC R/W
43' B/B
0.527 ACRES
22,963 SQ.FT.
NEW 15' ELECTRIC EASEMENT "C"
0.134 ACRES
5,823 SQ.FT.
AREA OF INGRESS/ EGRESS ABANDONED PER DB 4233 PG 357
NEW 5' NON- ACCESS EASEMENT
0.044 ACRES
1,917 SQ.FT.
30" CONC CURB & GUTTER
CONC. CURB CUT/ ACCESS TO ROW (REMOVE)
R/W CONCRETE MON FOUND ABOVE GRADE
1/2" IRON PIPE FOUND AT GRADE--FIRM/PLUMB
STORMWATER MANAGEMENT AREA
1.860 ACRES
81,023 SQ.FT.
POTENTIAL WETLAND AREA SEE NOTE #7
RIPARIAN BUFFER
NEW DRAINAGE EASEMENT "B"
0.493 ACRES
21,459 SQ.FT.
BUFFER ZONE EASEMENT BOOK 4201 AT PAGE 320
APPROX. EDGE CEMETERY EXTENTS
PINEWOOD MEMORIAL PARK, INC BK O-46, PG 637 MB 3, PG 20 PID 71081
PINEWOOD MEMORIAL PARK, INC BK O-46, PG 637 MB 3, PG 20 PID 18171
4"x4" CONCRETE MON FOUND ABOVE GRADE--FIRM/PLUMB N: 672068.55 E: 2500828.89 NC GRID/NAD83(2011)
S52°35'21"W 447.57'(T)
100 0 100 200
HORIZONTAL SCALE IN FEET
SEE SHEET 2 FOR LINE AND CURVE TABLES
KELLI L GILL NOTARY PUBLIC PITT COUNTY, N. C.
SITE DATA TABLE
NUMBER OF LOTS CREATED: 1
ACREAGE OF NEW LOT 2: 19.988 ACRES
ACREAGE IN TOTAL TRACT: 21.311± ACRES
LINEAR FEET IN STREETS: 815± LINEAR FEET
ACREAGE IN NEW PUBLIC R/W 1.323 ACRES
ACREAGE IN PARKS, RECREATION AREAS, COMMON AREAS AND THE LIKE: NONE
LEGEND:
SUBJECT PROPERTY LINE
ADJOINER PROPERTY LINE
EASEMENT LINE
ROAD RIGHT OF WAY
EDGE OF ROAD
DITCH
OHW OVERHEAD WIRES
W WATER LINE
IRON ROD FOUND
5/8" REBAR WITH CAP SET
IRON PIPE FOUND
CALCULATED POINT - NOT SET
RIGHT OF WAY MONUMENT FOUND
CABLE TV PEDESTAL
GUY WIRE
UTILITY POLE
MAILBOX
FIRE HYDRANT
CONC= CONCRETE
O.L.L.= OBSOLETE LOT LINE
TEMP= TEMPORARY
TC= TOP OF CURB
REFERENCES:
- UNRECORDED MINOR SUBDIVISION PLAT OF MANN FARM PATNERS, LLC. DRAWN BY JAMES R. WATSON, DATED 05/12/22.
- SURVEY PLAT FOR GREGORY SCOTT JONES, DRAWN BY JAMES R. WATSON, DATED 01/10/22 AND RECORDED IN THE PITT COUNTY REGISTER IN MAP BOOK 87 PAGE 197.
- BUFFER ZONE EASEMENT BY AND BETWEEN MARY MANN JONES, GREGORY SCOTT JONES & PINEWOOD MEMORIAL PARK, INC. RECORDED IN PITT COUNTY REGISTER IN DEED BOOK 4201 PAGE 394
NORTH CAROLINA PROFESSIONAL SEAL L-5289 LAND SURVEYOR TRAVIS W. ABEL
SURVEYOR'S CERTIFICATION
I, TRAVIS W. ABEL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION FROM (DEED DESCRIPTION RECORDED IN BOOK 4233, PAGE 394, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATES IS 1:10,000+; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:
(1) CLASS OF SURVEY: CLASS A SURVEY
(2) POSITIONAL ACCURACY (95% CONFIDENCE): 0.05' HORIZONTAL, 0.05' VERTICAL
(3) TYPE OF GPS FIELD PROCEDURE: RTK & OPUS
(4) DATES OF SURVEY: 5/28/22-8/11/22
(5) DATUM/EPOCH: NAD 83 / EPOCH 2011
(6) PUBLISHED/FIXED-CONTROL USE: N/A
(7) GEOID MODEL: GEOID18
(8) COMBINED GRID FACTOR(S): 0.99989224
(9) UNITS: US SURVEY FEET
THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)(a), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS, THE 15TH DAY OF MARCH, 2023.
SIGNED Travis Abel
TRAVIS W. ABEL - PLS No. L-5289
FINAL PLAT FOR
MANN FARM - LOT 2
A RE-DIVISION OF THE PROPERTY RECORDED IN MAP BOOK 87, PAGE 197 OF THE PITT COUNTY REGISTRY
Greenville Township, City of Greenville, Pitt County, NC
SHEET 1 OF 2
OWNER(S) MANN FARM PARTNERS, LLC
ADDRESS 605 LYNNDALE GREENVILLE, NC 27858
PHONE (252) 258-1160
ENCOMPASS PLLC
230 HILLIARD AVE, SUITE 1
ASHEVILLE, NORTH CAROLINA 28801
NORTH CAROLINA - LICENSE P-1049
828-575-2118
SURVEYED: TWA
APPROVED: TWA
DRAWN: STAFF
DATE: 3-15-2023
CHECKED: TWA
SCALE: 1" = 100'
SOURCE OF TITLE
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
DEED BOOK ____ PAGE ____
DEED BOOK 4233 PAGE 394
MAP BOOK 87 PAGE 197
Travis Abel
NC REGISTRATION NO. L-5289
OWNERS STATEMENT
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
Jeffrey C. Daniels
SWORN AND SUBSCRIBED TO BEFORE ME THIS 5th DAY OF April 2023
Kelli L Gill
NOTARY PUBLIC
MY COMMISSION EXPIRES Sept. 25, 2026
APPROVAL
THIS FINAL PLAT NO. 23-16 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 4th DAY OF April 2023.
SIGNED Robert E. Clark
CITY PLANNER
DEDICATION
THE UNDERSIGNED HEREBY AKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY- GROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.
SIGNED Jeffrey C. Daniels
ATTEST Lisa P. Nichols
REVIEW OFFICER
STATE OF NORTH CAROLINA
COUNTY OF PITT
I, Chantae M. Gooby
REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER Chantae M. Gooby
DATE 4/4/2023



Doc ID: 015695980002 Type: CRP
Recorded: 04/24/2023 at 01:42:22 PM
Fee Amt: $42.00 Page 1 of 2
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 90 PG 87-88

COPY

GRID NORTH
NORTH CAROLINA STATE PLANE
NAD'83(2011)(EPOCH:2010.0000)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C1	401.55'	2181.75'	010°32'43"	S33°29'44"E	400.99'
C2	54.88'	2181.75'	001°26'28"	S39°29'20"E	54.88'
C3	55.00'	2182.14'	001°26'39"	S40°56'41"E	55.00'
C4	378.62'	2182.14'	009°56'29"	S46°38'14"E	378.14'
C5	2.49'	2182.14'	000°03'55"	S51°38'26"E	2.49'
C7	385.86'	2187.14'	010°06'30"	S46°35'09"E	385.36'
C8	13.43'	15.00'	051°19'04"	N75°26'10"E	12.99'
C9	95.67'	57.00'	096°10'13"	N53°00'36"E	84.83'
C10	73.24'	57.00'	073°37'10"	N31°53'08"W	68.30'
C11	26.23'	57.00'	026°22'01"	N81°52'42"W	26.00'
C12	86.03'	57.00'	086°28'44"	S41°41'56"W	78.10'
C13	13.43'	15.00'	051°19'04"	S24°07'06"W	12.99'
C15	4.48'	5.00'	051°19'04"	N75°26'10"E	4.33'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C16	101.01'	67.00'	086°22'40"	N57°54'22"E	91.71'
C17	108.84'	470.00'	013°16'07"	S14°34'46"W	108.60'
C18	12.30'	13.00'	054°11'41"	S19°09'08"E	11.84'
C19	133.37'	60.50'	126°18'21"	N16°54'12"E	107.96'
C20	15.07'	60.50'	014°16'10"	N87°11'27"E	15.03'
C21	156.08'	60.50'	147°48'50"	S11°46'03"E	116.26'
C22	12.30'	13.00'	054°11'41"	N35°02'32"E	11.84'
C23	122.74'	530.00'	013°16'07"	S14°34'46"W	122.46'
C24	180.80'	70.50'	146°56'11"	S11°19'43"E	135.17'
C25	2.84'	3.00'	054°11'41"	N35°02'32"E	2.73'
C26	125.05'	540.00'	013°16'07"	S14°34'46"W	124.77'
C27	430.68'	2201.06'	011°12'40"	S33°32'41"E	429.99'
C28	395.33'	2197.14'	010°18'33"	S46°25'09"E	394.80'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N83°51'58"W	94.16'
L2	N77°53'48"W	83.03'
L3	N61°39'32"W	82.51'
L4	S78°42'13"W	18.61'
L5	S78°42'13"W	7.26'
L6	N39°28'07"W	10.13'
L7	N85°00'29"W	20.15'
L8	S67°50'27"W	49.50'
L9	S27°00'47"W	18.90'
L10	N70°28'37"W	30.88'
L11	S87°57'35"W	31.94'
L12	S79°27'40"W	43.14'
L13	N85°39'52"W	31.49'
L14	N81°44'42"W	37.60'
L15	S69°04'44"W	78.05'
L16	N75°54'16"W	64.27'
L17	N65°58'24"W	77.14'
L18	N33°38'27"W	9.93'
L19	S86°51'15"W	29.79'
L20	N80°57'47"W	31.11'
L21	N56°01'34"W	2.35'
L22	N42°25'41"W	28.21'
L23	N42°25'41"W	3.52'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L24	S81°54'36"W	65.20'
L25	N14°44'09"W	18.37'
L26	N87°12'37"W	58.68'
L27	N38°38'14"W	67.17'
L28	S88°19'54"W	21.24'
L29	N61°49'54"W	68.57'
L30	S82°27'37"W	10.67'
L31	S82°27'37"W	8.39'
L32	N82°05'06"W	499.74'
L33	N07°50'45"E	49.92'
L34	N07°55'44"E	100.01'
L35	N10°29'34"E	15.00'
L36	S10°29'34"W	300.41'
L37	S10°29'34"W	10.05'
L39	S82°02'41"E	5.29'
L40	S82°02'41"E	10.27'
L41	S82°02'41"E	102.79'
L42	S07°56'36"W	49.88'
L43	S82°02'41"E	287.11'
L44	S82°07'08"E	54.62'
L45	S82°07'08"E	45.23'
L46	N82°07'18"W	28.46'
L47	N82°07'18"W	30.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L48	N82°07'18"W	14.53'
L49	S79°59'52"E	4.12'
L50	N05°43'09"E	21.39'
L51	N05°43'09"E	14.38'
L52	N49°46'38"E	174.88'
L53	S49°46'38"W	175.09'
L54	S85°46'50"E	14.23'
L55	S85°46'50"E	7.17'
L56	N82°07'18"W	267.84'
L57	S85°46'50"E	14.30'
L58	S33°27'01"E	14.54'
L59	S33°27'01"E	535.74'
L60	S33°27'01"E	45.68'
L61	S33°27'01"E	45.61'
L62	S33°27'01"E	66.59'
L63	N07°36'20"E	84.25'
L64	N07°36'20"E	90.84'
L65	S82°23'40"E	30.00'
L66	N07°36'20"E	90.98'
L67	N07°36'20"E	118.55'
L68	S82°07'08"E	98.63'
L69	S82°02'41"E	298.92'
L70	N21°12'49"E	51.37'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L71	N21°12'49"E	122.06'
L72	N07°56'42"E	101.81'
L73	N07°56'42"E	101.81'
L74	N21°12'49"E	159.30'
L75	N21°12'49"E	156.94'
L76	N07°56'42"E	101.81'
L77	N02°37'16"W	140.52'
L78	N62°11'40"W	109.33'
L79	N22°54'39"E	13.20'
L80	S83°41'50"E	320.70'
L81	S38°50'57"E	176.78'
L82	S05°57'30"W	121.16'
L83	N67°06'19"W	235.43'
L84	S36°08'02"W	114.32'
L85	S36°08'02"W	101.76'
L86	N67°06'19"W	232.15'
L87	N22°54'39"E	79.76'
L88	N62°11'40"W	119.20'
L89	N02°37'55"W	149.05'
L90	S08°09'49"W	19.19'
L91	S81°50'11"E	66.94'
L92	S50°32'40"E	105.78'
L93	S39°27'20"W	51.50'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L94	S39°27'20"W	9.23'
L95	S41°20'11"E	162.19'
L96	S52°35'21"W	93.82'
L97	N41°20'11"W	17.67'
L98	S48°39'49"W	43.47'
L99	N41°20'11"W	30.00'
L100	N48°39'49"E	43.47'
L101	N41°20'11"W	64.47'
L102	N11°51'06"E	103.78'
L103	N39°27'20"E	42.14'
L104	N50°32'40"W	78.48'
L105	N81°50'11"W	85.66'
L106	N08°09'49"E	45.17'
L109	N49°46'38"E	185.21'
L110	S82°02'41"E	56.35'
L111	N56°01'34"W	38.26'
L112	S80°13'03"W	28.43'
L113	S42°40'12"W	41.63'
L114	S72°27'18"W	48.90'
L115	N71°48'07"W	33.67'
L116	N33°31'12"W	25.78'
L117	N61°43'13"W	28.98'
L118	N14°55'29"W	8.82'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L119	N17°20'31"W	35.64'
L120	N67°58'13"W	15.46'
L121	N67°58'13"W	13.41'
L122	N75°46'47"W	27.57'
L123	S86°56'11"W	58.28'
L124	N36°07'03"W	42.36'
L125	N09°53'53"E	32.53'
L126	N01°25'13"W	14.38'
L127	N28°57'08"W	7.46'
L128	N34°08'17"W	5.11'
L129	N10°29'34"E	21.32'
L130	S07°20'12"W	25.02'
L131	S23°28'44"W	27.81'
L132	S02°45'25"E	32.05'
L133	S11°27'17"E	68.33'
L134	S13°12'23"E	16.54'
L135	S46°52'25"W	17.72'
L136	N82°27'08"W	16.81'
L137	S23°35'09"W	19.52'
L138	N78°34'13"W	57.78'
L139	S54°08'39"W	22.69'

100 0 100 200
HORIZONTAL SCALE IN FEET

SEE SHEET 1 FOR NOTES AND CERTIFICATIONS

FINAL PLAT FOR
MANN FARM - LOT 2

A RE-DIVISION OF THE PROPERTY RECORDED IN
MAP BOOK 87, PAGE 197 OF THE PITT COUNTY REGISTRY

Greenville Township, City of Greenville, Pitt County, NC
SHEET 2 OF 2

OWNER(S) MANN FARM PARTNERS, LLC
ADDRESS 605 LYNNDALE GREENVILLE, NC 27858
PHONE (252) 258-1160

ENCOMPASS PLLC
230 HILLIARD AVE, SUITE 1
ASHEVILLE, NORTH CAROLINA 28801
NORTH CAROLINA - LICENSE P-1049
828-575-2118

SURVEYED:	APPROVED:
TWA	TWA
DRAWN:	DATE:
STAFF	3-15-2023
CHECKED:	SCALE:
TWA	1" = 100'

REFERENCES:

- UNRECORDED MINOR SUBDIVISION PLAT OF MANN FARM PATNERS, LLC. DRAWN BY JAMES R. WATSON, DATED 05/12/22.

- SURVEY PLAT FOR GREGORY SCOTT JONES, DRAWN BY JAMES R. WATSON, DATED 01/10/22 AND RECORDED IN PIT COUNTY REGISTER IN MAB BOOK 87 PAGE 197.

- BUFFER ZONE EASEMENT BY AND BETWEEN MARY MANN JONES, GREGORY SCOTT JONES & PINEWOOD MEMORIAL PARK, INC. RECORDED IN PITT COUNTY REGISTER IN DEED BOOK 4201 PAGE 394

NORTH CAROLINA PROFESSIONAL SEAL L-5289 LAND SURVEYOR TRAVIS W. ABEL

LEGEND:

- SUBJECT PROPERTY LINE
- ADJOINER PROPERTY LINE
- EASEMENT LINE
- ROAD RIGHT OF WAY
- EDGE OF ROAD
- DITCH
- OHW — OVERHEAD WIRES
- W — WATER LINE

- IRON ROD FOUND
- 5/8" REBAR WITH CAP SET
- IRON PIPE FOUND
- CALCULATED POINT - NOT SET
- RIGHT OF WAY MONUMENT FOUND
- CABLE TV PEDESTAL
- GUY WIRE
- UTILITY POLE
- MAILBOX
- FIRE HYDRANT
- CONC= CONCRETE
- O.L.L.= OBSOLETE LOT LINE
- TEMP= TEMPORARY
- TC= TOP OF CURB

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Agreement with Carolina Coastal Railway, LLC to Replace Railroad Crossing on Arlington Boulevard

Explanation: This Agreement is between Carolina Coastal Railway and the City of Greenville for the purpose of replacing the deteriorating railway crossing located on Arlington Boulevard between Dickinson Avenue and Stantonsburg Road (U.S. DOT/AR#465515X). Carolina Coastal Railway will make the repairs, and the City of Greenville will be responsible for the costs associated with the replacement of the railway crossing. Construction is scheduled to begin in mid-June and is estimated to take between 2-3 weeks to complete.

Fiscal Note: The estimated cost for this project is $200,000.00 ($160,000.00 railway crossing work + $40,000.00 - repaving) and funding for this Contract will be provided from Public Works' operational budget.

Recommendation: City Council approve the execution and funding of this contract and authorize the City Manager to amend or modify contract as necessary to carry out purpose of the agreement.

ATTACHMENTS

DOC043026-04302026160044.pdf

AGREEMENT TO INSTALL
STANDARD RAILROAD CROSSING SURFACE TYPE CONCRETE

THIS AGREEMENT is made and entered into by and between CAROLINA COASTAL RAILWAY LLC, a Virginia company, whose address is 1700 Black Creek Rd S, Wilson, NC 27893, hereinafter referred to as RAILROAD, and City of Greenville, North Carolina, a political subdivision of the State of North Carolina, whose address is 200 West Fifth Street. Greenville, NC 27858, hereinafter referred to as CITY.

WITNESSETH:

The at grade railroad crossing known as Arlington Boulevard located at railroad milepost 149.8 was created by easement dated September 8, 1992, granted to North Carolina Department of Transportation. Subsequently, on July 8, 1994, a 1.42-mile segment of roadway containing this crossing was deleted from the State Highway System and became the responsibility of the City of Greenville.

WHEREAS, in the interest of public safety and convenience, the CITY desires and the RAILROAD is willing to install a Concrete Crossing Surface at the following rail/highway intersection in Pitt County North Carolina:

(a) Arlington Blvd, Greenville North Carolina
U.S. DOT/AAR #465515X

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. RAILROAD shall install by its own forces or its contractor a Concrete Crossing Surface at an estimated cost of $ 159,262.31, itemization of which is attached.
2. CITY shall provide barricades, temporary detour of traffic, and all pavements resurfacing at the crossing.
3. CITY shall reimburse the RAILROAD for the actual costs associated with this project. Payment to the RAILROAD will be made within thirty (30) days after receipt of final billing.

4. After the Type Concrete Crossing Surface has been installed, it shall be maintained in condition, at the sole expense of the City, by the RAILROAD through the useful life of such crossing surface material, and when it becomes necessary to replace or rebuild the crossing surface, RAILROAD will replace the crossing surface, at the expense of the CITY. The City shall maintain the crossing approaches within RAILROAD property at its sole cost and expense. Railroad reserves itself, the right to continue to maintain, repair, renew and operate its railroad and appurtenances across said crossing, to construct such additional tracks and other railroad facilities across said crossing and to maintain, repair, renew and operate the same as may be required.

5. Should the use of said crossing easement for highway purposes only, be abandoned, then all rights granted in agreement of September 8, 1992, creating an easement for highway purposes only, at the above location shall cease and terminate, and the City will, at its cost and in a manner satisfactory to Railroad, remove the portion of said crossing within the limits of said right of way of Railroad, and restore Railroad's property to condition existing prior to the allowed improvement.

6. In the event of a suspected material breach of this Agreement, the non-breaching Party shall provide written notice specifying the nature of the breach. The breaching Party shall have fifteen (15) days from receipt of notice to cure such breach. If the breach remains uncured, the Parties shall follow the dispute resolution process outlined below In the event of a dispute between the Parties which the Parties are unable to resolve within the normal course of business, the Parties within fifteen (15) days after delivery of written notice of the dispute, shall promptly appoint a designated representative who has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of the designated representatives, then either may submit their dispute to non-binding mediation before a certified mediator mutually agreed upon by both parties. Each Party shall bear its own costs and expenses of participating in the mediation (including,

without limitation, reasonable attorneys' fees), and each Party shall bear one-half (½) of the costs and expenses of the mediator. The matters discussed or revealed in the mediation session shall not be revealed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may commence a civil proceeding in a North Carolina court of competent jurisdiction.

7. Both parties agree to defend, indemnify, and hold harmless the other from claims, liabilities and legal costs arising from the indemnifying party's gross negligence, material breach, or willful misconduct.

8. This agreement becomes effective upon the date of execution by the RAILROAD or the CITY, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the dates below written.

CITY OF GREENVILLE

BY: _____

_____
TITLE

_____
DATE

Carolina Coastal Railway LLC

BY: _____

_____
TITLE

_____
DATE

APPROVED AS TO FORM:

BY: _____

City Attorney or Designee (Designee means Assistant City Attorney)

PRE-AUDIT CERTIFICATION:

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

ACCOUNT NUMBER: _____

Carolina Coastal Railway, LLC.
505 South Broad Street
Kennett Square, PA 19348
252-237-8259

www.regional-rail.com

Quote
To: City of Greenville
Attn: City Manager
Subject: Crossing ID 465-515X Arlington Blvd
Greenville, NC Pitt County MP NS 149.80

Material	Quantity	Price Per	Estimated Cost
102 Ft TraCast 3 Tub Crossing	1	$76,500.00	$76,500.00
Concrete	26 Yards	$500.00 Yard	$13,000.00
ABC	2 Quad loads	$2,000.00	$4,000.00
115 RE Rail	6 Pcs	$2,221.50	$13,329.00
115 RE Weld kits	8	$317.26	$2,538.08
7x9x9 Cross Ties	12	$102.74	$1,232.88
Spikes	1 Keg	$107.00	$107.00
Labor	3 Days	$13,000.00	$39,000.00
Mobilization	1	$2,100.00	$2,100.00
Carrying Interest	1	$7,455.35	$7,455.35

Total: $159,262.31

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Resolution Declaring Two Ford Sedans as Surplus and Authorizing Their Disposition to Pitt Community College Basic Law Enforcement Training Program

Explanation: The Greenville Police Department (GPD) plans to declare two (2) Ford sedans as surplus after completing their service life. The Pitt Community College Basic Law Enforcement Training (BLET) Program has expressed interest in purchasing these vehicles for training purposes.

GPD maintains a strong, ongoing partnership with Pitt Community College, supporting the development of future law enforcement officers through the BLET Program.

Approval of the attached resolution will authorize the surplus and sale in accordance with North Carolina General Statutes, while reinforcing this continued partnership.

Fiscal Note: This results in a revenue loss of approximately $500 per vehicle that would otherwise be recouped through auction and allocated to the Vehicle Replacement Fund.

Recommendation: Staff recommends approval of this resolution and the transfer of two (2) Ford Sedans to Pitt Community College Basic Law Enforcement Training Program.

ATTACHMENTS

Resolution_to_Surplus_Sedans.docx

RESOLUTION NO. _____-26
RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
AND AUTHORIZING DISPOSITION TO
PITT COMMUNITY COLLEGE: BASIC LAW ENFORCMENT TRAINING

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

ASSET#	YEAR	MANUFACTURER	DESCRIPTION
8187	2014	FORD	SEDAN
8072	2013	FORD	SEDAN

WHEREAS, it is the desire of the City Council of the City of Greenville to sell the above-listed property;

WHEREAS, the property listed above shall be sold on an "as is" basis with the sale being final.

WHEREAS, North Carolina General Statute 160A-274 permits City Council to authorize the disposition of property to another governmental agency;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that two Ford Sedans be and are hereby declared surplus to the needs of the City and are authorized to be conveyed to Pitt Community College: Basic Law Enforcement Training for one dollar ($1.00) each.

This the 11th day of May, 2026

_____
P. J. Connelly, Mayor

ATTEST:

_____
Valerie Shiuwegar, City Clerk

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Approval to Purchase Maintenance Equipment for the Operation of North Recreational Complex

Explanation: Recreation & Parks staff continue to plan for the transition of management of East Carolina's North Recreational Complex (NRC). The City will assume all management of the facility on January 1, 2027.

This equipment purchase includes one tractor to be used for a variety of maintenance responsibilities at NRC to including hauling dirt, sand, debris etc. Staff will also use implements such as an aerator, blower, forks for maneuvering pallets of fertilizer and other turf attachments. The Gator will be used as transportation around the complex and hauling equipment. This equipment is essential to ensure successful and efficient management of the facility.

Fiscal Note: The total purchase price for the equipment is $100,371.55 and funds are available in the Sports Complex project account.

Recommendation: City Council approve the equipment purchase from Quality Equipment, LLC in the amount of $100,371.55.

ATTACHMENTS

John Deere NRC.pdf

DPC-475283035-FS STC 2210B Grounds Maintenance Equipment-Contract Quality Equipment (1).pdf

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

Shane Carter
Quality Equipment, LLC
2112 Central Park Drive
Winterville, NC 28590
Email: scarter@qualityequip.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Shane Carter

Quality Equipment, LLC

2112 Central Park Drive Winterville, NC 28590

Prepared For

GREENVILLE PARKS & RECREATION

2000 CEDAR LN

GREENVILLE, NC 278584845

Prepared By

Shane Carter

Quality Equipment, LLC

2112 Central Park Drive

Winterville, NC 28590

scarter@qualityequip.com

Quote Id 1922212

Creation Date 14-Apr-2026

Expiration Date 14-May-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
5075M CAB Utility Tractor **Contract:** NC Grounds Maintenance Equip 2210B (PG 2Y CG 22) **Price Effective Date:** 01-Feb-2025	**$89,885.00**	**$71,009.15**	**1**	**$71,009.15**
520M Loader **Contract:** NC Grounds Maintenance Equip 2210B (PG 2Y CG 22) **Price Effective Date:** 01-Feb-2025	**$7,912.00**	**$6,092.24**	**1**	**$6,092.24**
AP12G Fixed Pallet Fork for Current Loaders with Global Carrier **Contract:** NC Grounds Maintenance Equip 2210B (PG 2Y CG 22) **Price Effective Date:** 01-Feb-2025	**$1,485.00**	**$1,232.55**	**1**	**$1,232.55**
AY12G - 84 In. 4-In-1 Bucket for Current Loaders with Global Carrier **Contract:** NC Grounds Maintenance Equip 2210B (PG 2Y CG 22) **Price Effective Date:** 01-Feb-2025	**$6,460.00**	**$5,361.80**	**1**	**$5,361.80**
GATOR™ TX (Model Year 2026) **Contract:** NC Grounds Maintenance Equip 2210B (PG 2Y CG 22) **Price Effective Date:** 01-Feb-2025	**$12,035.06**	**$10,109.45**	**1**	**$10,109.45**
Equipment Total				**$93,805.19**

Quote Summary

Salesperson : X _____ **Accepted By : X** _____

Total Selling Price	$93,805.19
Sales Tax 7.0% - (7.0%)	$6,566.36
Sub-total	**$100,371.55**
Balance Due	**$100,371.55**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 1922212

Customer GREENVILLE PARKS & RECREATION

5075M CAB Utility Tractor

QTY In Group : 1

Equipment Notes		Suggested List
Hours	- - -	$89,885.00
Serial Number	- - -	Selling Price
Stock Number	- - -	$71,009.15
Contract	NC Grounds Maintenance Equip 2210B (PG 2Y CG 22)	Discount Amount
Price Effective Date	01-Feb-2025	($18,875.85)
PUK Parent Serial #		

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
251GPY	5075M Utility Tractor	1	$70,235.00	21.0%	($14,749.35)	$55,485.65

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
0202	United States	1	$0.00	21.0%	$0.00	$0.00
0409	English Operators Manual	1	$0.00	21.0%	$0.00	$0.00
0500	Less Package	1	$0.00	21.0%	$0.00	$0.00
182A	Less AutoTrac™ /Less ISOBUS	1	$0.00	21.0%	$0.00	$0.00
1900	Less Display	1	$0.00	21.0%	$0.00	$0.00
1950	Less Application	1	$0.00	21.0%	$0.00	$0.00
1880	Less Receiver	1	$0.00	21.0%	$0.00	$0.00
183N	JDLink™ Modem	1	$0.00	21.0%	$0.00	$0.00
2055	Standard Cab	1	$15,274.00	21.0%	($3,207.54)	$12,066.46
2500	Less Rear View Mirrors	1	$0.00	21.0%	$0.00	$0.00
2100	Mechanical Suspension seat	1	$0.00	21.0%	$0.00	$0.00
2400	Less Instructional Seat	1	$0.00	21.0%	$0.00	$0.00
1380	PowrReverser™ 16F/16R 40 km/h	1	$0.00	21.0%	$0.00	$0.00

3820	Two Speed PTO - 540/540E	1	$0.00	21.0%	$0.00	$0.00
4310	Basic Drawbar	1	$0.00	21.0%	$0.00	$0.00
4010	Mechanical Rear Hitch Control	1	$0.00	21.0%	$0.00	$0.00
4110	Telescoping Draft Links with Ball End - Category 2	1	$0.00	21.0%	$0.00	$0.00
4210	Mechanical Center Link with Ball Ends - Category 2	1	$0.00	21.0%	$0.00	$0.00
4420	LH & RH Stabilizer Bar	1	$0.00	21.0%	$0.00	$0.00
4160	LH Only Adjustment Lift Link	1	$0.00	21.0%	$0.00	$0.00
4000	Less Front Attachment	1	$0.00	21.0%	$0.00	$0.00
3326	3 Mechanical Stackable Rear SCV	1	$1,127.00	21.0%	($236.67)	$890.33
3430	3 Stackable Mid SCVs with Mechanical Joystick Control	1	$984.00	21.0%	($206.64)	$777.36
6040	MFWD Front Axle	1	$0.00	21.0%	$0.00	$0.00
5010	Flange Axle	1	$0.00	21.0%	$0.00	$0.00
5090	Steel Rear Wheels	1	$0.00	21.0%	$0.00	$0.00
5205	23.1-26 8PR R3 Bias	1	($1,154.00)	21.0%	$242.34	($911.66)
6214	44X18-20 4PR R3 Bias	1	($945.00)	21.0%	$198.45	($746.55)
5999	No Tire Brand Preference	1	$0.00	21.0%	$0.00	$0.00
1735	Loader Ready Package with Multi Coupler	1	$3,597.00	21.0%	($755.37)	$2,841.63
3025	Corner Post Deluxe Exhaust	1	$767.00	21.0%	($161.07)	$605.93
Total Base / Options			**$89,885.00**		**($18,875.85)**	**$71,009.15**
Selling Price Subtotal						**$71,009.15**
Total Selling Price			**$89,885.00**		**($18,875.85)**	**$71,009.15**

520M Loader

QTY In Group : 1

Equipment Notes		Suggested List
Hours	- - -	$7,912.00
Serial Number	- - -	Selling Price
Stock Number	- - -	$6,092.24
Contract	NC Grounds Maintenance Equip 2210B (PG 2Y CG 22)	Discount Amount
Price Effective Date	01-Feb-2025	($1,819.76)
PUK Parent Serial #		

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
14B1P	520M Loader	1	$9,883.00	23.0%	($2,273.09)	$7,609.91

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
0202	United States	1	$0.00	23.0%	$0.00	$0.00
0409	English	1	$0.00	23.0%	$0.00	$0.00
0500	Less package	1	$0.00	23.0%	$0.00	$0.00
1995	Less mounting frame	1	($1,587.00)	23.0%	$365.01	($1,221.99)
2511	520M Standard Farm Loader, Non-Self-Leveling (NSL) - Three-function	1	$404.00	23.0%	($92.92)	$311.08
7610	Global carrier	1	$0.00	23.0%	$0.00	$0.00
3593	Three-Function Hoses Directly to Tractor Mid-Valve	1	$11.00	23.0%	($2.53)	$8.47
4995	Less hydraulic connection	1	($349.00)	23.0%	$80.27	($268.73)
5995	Less hood guard	1	($450.00)	23.0%	$103.50	($346.50)
6995	Less ballast box	1	$0.00	23.0%	$0.00	$0.00
8210	1850-mm (73-in.) global materials bucket	1	$0.00	23.0%	$0.00	$0.00
Total Base / Options			**$7,912.00**		**($1,819.76)**	**$6,092.24**
Selling Price Subtotal						**$6,092.24**
Total Selling Price			**$7,912.00**		**($1,819.76)**	**$6,092.24**

AP12G Fixed Pallet Fork for Current Loaders with Global Carrier

QTY In Group : 1

Equipment Notes	
Hours	- - -
Serial Number	- - -
Stock Number	- - -
Contract	NC Grounds Maintenance Equip 2210B (PG 2Y CG 22)
Price Effective Date	01-Feb-2025
PUK Parent Serial #	

Suggested List
$1,485.00
Selling Price
$1,232.55
Discount Amount
($252.45)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2154XF	AP12G Fixed Pallet Fork for Current Loaders with Global Carrier	1	$1,425.00	17.0%	($242.25)	$1,182.75

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
1010	48 In. Pallet Tine (QTY of 1 equals a complete set of tines. (2)) Ordering a QTY of 2 would equal a total of 4 tines.	1	$60.00	17.0%	($10.20)	$49.80
Total Base / Options			**$1,485.00**		**($252.45)**	**$1,232.55**
Selling Price Subtotal						**$1,232.55**
Total Selling Price			**$1,485.00**		**($252.45)**	**$1,232.55**

AY12G - 84 In. 4-In-1 Bucket for Current Loaders with Global Carrier

QTY In Group : 1

Equipment Notes	
Hours	- - -
Serial Number	- - -
Stock Number	- - -
Contract	NC Grounds Maintenance Equip 2210B (PG 2Y CG 22)
Price Effective Date	01-Feb-2025
PUK Parent Serial #	

Suggested List
$6,460.00
Selling Price
$5,361.80
Discount Amount
($1,098.20)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2226XF	AY12G - 84 In. 4-In-1 Bucket for Current Loaders with Global Carrier	1	$6,460.00	17.0%	($1,098.20)	$5,361.80
Total Base / Options			**$6,460.00**		**($1,098.20)**	**$5,361.80**
Selling Price Subtotal						**$5,361.80**
Total Selling Price		**$6,460.00**		**($1,098.20)**		**$5,361.80**

GATOR™ TX (Model Year 2026)

QTY In Group : 1

Equipment Notes	
Hours	- - -
Serial Number	- - -
Stock Number	- - -
Contract	NC Grounds Maintenance Equip 2210B (PG 2Y CG 22)
Price Effective Date	01-Feb-2025
PUK Parent Serial #	

Suggested List
$12,035.06
Selling Price
$10,109.45
Discount Amount
($1,925.61)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
56A9M	GATOR™ TX (Model Year 2026)	1	$10,949.00	16.0%	($1,751.84)	$9,197.16

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001F	US 49 State	1	$0.00	16.0%	$0.00	$0.00
0505	Build to Order	1	$0.00	16.0%	$0.00	$0.00
1015	Turf Tires	1	$0.00	16.0%	$0.00	$0.00
4079	Less Roof and Panels	1	$0.00	16.0%	$0.00	$0.00
5100	Base Comfort and Convenience Package	1	$0.00	16.0%	$0.00	$0.00
Total Base / Options			**$10,949.00**		**($1,751.84)**	**$9,197.16**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
BM23734	Cargo box power lift Serial Number: - - - Stock Number: - - -	1	$1,086.06	16.0%	($173.77)	$912.29
Total Dealer Attachments			**$1,086.06**		**($173.77)**	**$912.29**
Selling Price Subtotal						**$10,109.45**
Total Selling Price			**$12,035.06**		**($1,925.61)**	**$10,109.45**

QUALITY EQUIPMENT

State of North Carolina Division of Purchase and Contract,

Quality Equipment LLC formally requests to submit the attached bid for Bid Invitation DPC-475283035-FS. Quality Equipment LLC confirms it has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.

We look forward to the consideration of our submittal.

Jonathan Lee
Government Segment Manager
Quality Equipment, LLC
2214 N Main Street
Fuquay-Varina NC 27526

STATE OF NORTH CAROLINA

Division of Purchase and Contract

Invitation for Bid #: DPC-475283035-FS

Grounds Maintenance Equipment

Date Issued: September 2, 2022

Bid Opening Date: October 20, 2022

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Frank Slifer, NCP, NCCM

State Procurement Manager

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # DPC-475283035-FS – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

STATE OF NORTH CAROLINA

Invitation for Bids

DPC-475283035-FS

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.

Quality Equipment, LLC
Vendor Name

375918
Vendor eVP#

Note: For your bid to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at https://vendor.ncgov.com/vendor/login

STATE OF NORTH CAROLINA
Division of Purchase and Contract

Refer *ALL* Inquiries regarding this IFB to: ***Frank Slifer, NCP, NCCM State Procurement Manager*** ALL Inquiries regarding this IFB shall be submitted through the Message Board in the Sourcing Tool. See Section 2.0 for Details	**Invitation for Bids # DPC-475283035-FS** **Bids will be publicly opened: October 20, 2022 2:00 PM ET** Due to COVID-19 Requirements of Social Distancing, the Public Bid opening for this solicitation will be conducted via conference call. To hear the bid opening for **DPC-475283035-FS** please click the following link: Click here to join meeting
Using Agency: Statewide Term Contract **Requisition No.: STC 2210B**	**Commodity No. and Description: 2110 - Agricultural and forestry and landscape machinery and equipment**

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies 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.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: Quality Equipment, LLC		
STREET ADDRESS: 2214 North Main Street	P.O. BOX: —	ZIP: 27526
CITY & STATE & ZIP: Fuquay Varina NC 27526	TELEPHONE NUMBER: 919-346-5410	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11): Same As Above		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jonathan Lee Government Segment Manager	FAX NUMBER: 919-346-5418	
VENDOR'S AUTHORIZED SIGNATURE: Jonathan Lee	**DATE:** 10/1/2022	E-MAIL: JLee@QualityEquip.com

Bid Number: DPC-475283035-FS Vendor: Quality Equipment, LLC

VALIDITY PERIOD

Offer shall be valid for at least 120 days from date of bid opening, unless otherwise stated here: 120 days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this 1 day of February 20 23, as indicated on the attached certification, by _____

(Authorized Representative of Division of Purchase and Contract)

Bid Number: DPC-475283035-FS Vendor: Quality Equipment, LLC

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1.0 PURPOSE AND BACKGROUND

The Department of Administration (DOA serves as the business manager for North Carolina state government and provides leadership to state government for the effective, efficient, economical, and equitable delivery of services to the public. The department also provides assistance and services to several advocacy programs that serve diverse segments of the state's population that have traditionally been underserved. The Division of Purchase and Contract (P&C) is the strategic force to provide the State's entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources in an effort to provide goods and services.

The State through the DOA P&C is seeking qualified Vendors to establish an STC to provide new, unused and in current production commercial and institutional quality for all types of Grounds Maintenance Equipment in sixteen (16) categories throughout the State on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions, and Other Eligible Entities during the contract period.

Vendor offering must meet the following categories:

Category 1: Walk Behind Products/Equipment
Category 2: Mowers and Lawn & Garden Tractors
Category 3: Hand-Held Equipment (Hand-Held Type)
Category 4: Hand-Held Equipment (All Other Not Included Above)
Category 5: Tractors
Category 6: Utility Vehicles
Category 7: Golf & Turf Equipment
Category 8: Combines and Header Equipment
Category 9: Cotton Pickers and Strippers
Category 10: Hay and Forage Equipment
Category 11: Windrowers
Category 12: Tillage
Category 13: Planting & Seeding
Category 14: Sprayers
Category 15: Ag Management Solutions
Category 16: Other grounds maintenance equipment

Based on historical data, the State has purchased approximately $14 million worth of Grounds Maintenance Equipment during the previous five (5)-year contract period. No maximum or minimum quantities are guaranteed for this contract. The State shall not be obligated to purchase in excess of its normal requirements

The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors which will offer a savings to the State and confirm, through Vendors' submission of bids, their ability to meet the State's needs.

The NC General Assembly under NC General Statute 143-52.3 (House Bill 713-Ratified-2011 SL 360) has directed the Department of Administration to use multiple award schedule contracts for the purchase of all ground maintenance, construction, communications, and forestry equipment. This contract specifically covers: Ground Maintenance Equipment defined as: handheld equipment, walk behind products, lawn tractors, lawn and garden tractors, commercial walk behind mowers, zero turn radius mowers, front mowers, and appropriate attachments or equivalent products and attachments.

The intent of this solicitation is to award a Statewide Term Contract.

1.1 CONTRACT TERM

The Contract shall have a term of five (5) years, beginning on the date of final Contract execution (the "Effective Date").

The State reserves the right to extend a contract term after the last active term. Notice of Extension will occur 30 days before the end of contract.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	September 2, 2022
Submit Written Questions	Vendor	September 29, 2022 5:00 PM ET
Provide Responses to Questions	State	October 4, 2022 5:00 PM ET
Submit Bids	Vendor	October 20, 2022 Due to COVID-19 Requirements of Social Distancing, the Public Bid opening for this solicitation will be conducted via conference call. To hear the bid opening for **DPC-475283035-FS** please click the following link: **Click here to join meeting**
Contract Award	State	TBD
Contract Effective Date	State	TBD

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # DPC-475283035-FS – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

a) Cover Letter, must include a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB.

b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.

c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.

d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

e) Vendor Response to sections **4.5, 4.7, 4.8, 5.3, 6.2**

f) Completed version of ATTACHMENT A: PRICING SUBMITTAL WORKBOOK

g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

k) Completed and signed version of ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

l) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods, or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool2.10DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

1. Contract Administrator - The Contract Administrator shall be the State's point of contact for all contract oversight of contractual needs.
2. Contract Manager - the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.
3. MSRP – Manufacturer Standard Retail Pricing
4. OEM – Original Equipment Manufacturer

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bids(s) to provide the estimated requirements as to breadth of items in each category offered, highest percentage discount offered off the Manufacturer Standard Retail Price (MSRP) List, quantity, quality, delivery, service, and/or geographical coverage.

It is the State's intent to have multiple manufacturers represented in each category. In the event that two (2), or more Vendors offer the same manufacturer's product(s), it is the intent of the state to make an award to the Vendor with the most complete offering per category, and highest percentage discount offered off MSRP List for a particular manufacturer's product(s).

Products offered must currently be available on the manufacturer's published MSRP. Submission of price schedules developed specifically for this Bid WILL result in disqualification from award consideration.

However, the State reserves the right to award categories separately if it is in the State's best interest. State reserves the right to reject any bid based on functionality, compatibility with specified requirements as well as cost, make separate awards to different Vendors for one (1) or more categories, to not award one (1) or more categories or to

cancel this IFB in its entirety without awarding a Contract if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors Entitled Confidential Information.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost, and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that

the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 ADDITIONAL DISCOUNT OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives, if possible, within the scope of this IFB that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacture or product type, etc. Additional Discount Offers shall be in addition to the discounts bid on percentage discount off items.

Volume or tier discounts, if offered, shall also be based on the published retail MSRP price list. All discounts offered shall remain in effect for the entire contract period and cannot be decreased. However, the discount may be increased, and any such increase shall remain in effect for the reminder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendor may provide volume or tier discounts to orders that include multiple delivery points from the same agency.

The State reserves the right to accept or reject all or part of proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. It is at the State's sole discretion not to assign value to propose Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discount using the Additional Discount Offers within ATTACHMENT A-PRICING SUBMITTAL WORKBOOK

4.3 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

ORDERING INFORMATION

Vendors are required, upon request of any user, to provide the user with catalogs and descriptive literature and a listing of authorized dealers complete with toll free phone, FAX numbers and email addresses. This information is to be provided to the ordering agency **within five (5) business days of the request**. Such information shall be provided at no charge to the user. This may be supplied on Flash Drive, or Vendor or Dealer Website in Excel format.

Upon award of the contract the Vendor shall provide to the State toll free phone, fax numbers and email addresses that users of the contract can utilize to conduct business with the Vendor. If orders are required to be places with a Vendor's authorized dealer(s) phone numbers, fax numbers and email addresses are to be provided for all authorized dealers. Regardless of the ordering channel utilized (E-Procurement, phone, fax, email, or in person) or payment method (direct payment, credit card) the State shall receive contract pricing when purchasing contract items from the Vendor.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 DELIVERY AND INSTALLATION

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

Bid Number: DPC-475283035-FS Vendor: Quality Equipment, LLC

This IFB divides the State's 100 counties4. into **three (3) regions**.

Region I: Alexander, Allegheny, Ashe, Avery, Buncombe, Burke, Caldwell, Catawba, Cherokee, Clay, Cleveland, Gaston, Graham, Haywood, Henderson, Iredell, Jackson, Lincoln, Macon, Madison, McDowell, Mecklenburg, Mitchell, Polk, Rutherford, Surry, Swain, Transylvania, Watauga, Wilkes, Yadkin, Yancey

Region II: Alamance, Anson, Cabarrus, Caswell, Chatham, Cumberland, Davidson, Davie, Durham, Forsyth, Franklin, Granville, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Montgomery, Moore, Nash, Northampton, Orange, Person, Randolph, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Union, Vance, Wake, Warren

Region III: Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Duplin, Edgecombe, Gates, Greene, Hertford, Hyde, Jones, Lenoir, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Sampson, Tyrrell, Washington, Wayne, Wilson

Vendor should complete delivery within thirty (30) consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from Fuquay Varina, NC + Attachment "Locations" (city, state) within 5 consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

Category 1: _____ consecutive calendar days.

Category 2: _____ consecutive calendar days.

Category 3: 5 consecutive calendar days.

Category 4: _____ consecutive calendar days.

Category 5: _____ consecutive calendar days.

Category 6: _____ consecutive calendar days.

Category 7: _____ consecutive calendar days.

Category 8: _____ consecutive calendar days.

Category 9: _____ consecutive calendar days.

Category 10: _____ consecutive calendar days.

Category 11: _____ consecutive calendar days.

Category 12: _____ consecutive calendar days.

Category 13: _____ consecutive calendar days.

Category 14: _____ consecutive calendar days.

Category 15: _____ consecutive calendar days.

Category 16: _____ consecutive calendar days.

The Vendor shall contact the agency purchaser as noted on the purchase order at least twenty-four (24) hours prior to delivery.

The potential Vendor is requested to have a minimum of three (3) full-service locations in each region that they quote, to provide service and other requirements under this contract. The brand being offered is requested to have a minimum of three (3) factory authorized service dealers in each region quoted.

Bid Number: DPC-475283035-FS Vendor: Quality Equipment LLC

Can your company comply with the requested number of dealers in the regions quoted? Yes ✓ No __

If No, indicate and explain in detail how your company plans to provide Regional service/coverage:

Quality Equipment LLC has 29 North Carolina Stores Spread accross Region II and Region III. We will Provide Service and All Contract requirement for Region II (13) Locations and Region III (16 Locations)

All Locations Are Listed on Attached Service Distribution Sheets

4.6 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to ensure compliance with the contract requirements and specifications.

INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

4.7 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ **Manufacturer** ☒ **Dealer** ☐ **Reseller** ☐ **Distributor**

Authorized: ☐ **Yes** ☐ **No** **Attached Manufacturer's Authority:** ☐ **Yes** ☐ **No**

4.8 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? ☑ YES ☐ NO

Will the Vendor provide warranty service? ☑ YES ☐ NO, a manufacturer-authorized third party will perform warranty service.

Bid Number: DPC-475283035-FS Vendor: Quality Equipment, LLC

Contact information for warranty service provider:

Company Name:	Quality Equipment LLC
Company Address:	2214 North MAIN Street
	Fuquay Varina NC 27526
Contact Person (name):	Jonathan Lee
Contact Person (phone number):	919-346-5410
Contact Person (email):	JLee@Qualityequip.com

The Vendor shall specify warranty period for each category and provide documentation with its bid.

4.9 MAINTENANCE OPTION

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer's published specifications and those of this IFB. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred. Except as specifically provided for elsewhere herein, coverage shall be at least for 8:00 am to 5:00 pm, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year. The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING of this IFB, if applicable.

4.10 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid, at the discretion of the State. Vendor can submit links to the distributor/manufacturer website with specification information.

4.11 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.12 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained shall be considered in the evaluation of the bid.

4.13 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.14 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.15 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Small Purchases

☐ Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

☒ Contract value in excess of $1,000,000.00

4.16 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications. Additional manufacturers are welcomed to be submitted, however commonly procured manufacturers in the past five (5) years include:

1. ~~John~~ Deere
2. Husqvarna
3. Stihl
4. Polaris
5. New Holland

5.1.1 CATEGORIES

Category 1: Walk Behind Products/Equipment

This category includes Non-Riding Type, Walk Behind, Self-Propelled Walk Behind, Push Type Brush Cutter, Hydro Walk Behind Mowers, Front & Rear Tire Tillers, Gang Pull Type, Reel, and Flail Type.

Category 2: Mowers and Lawn & Garden Tractors

This category includes lawn tractors, lawn & garden tractors, commercial walk-behind mowers, zero-turn radius mowers, and front mowers, Riding Type with Seat, Heavy Duty, Rotary Type Riding Mowers, Front Mounted Riding Type, Zero Turn Radius Type, Stander Type, 3 Wheel Rider Type, All Terrain, Slope Mowers, Gang Mowers

Category 3: Hand-Held Equipment (Hand-Held Type)

This category includes Trimmers, Brush Cutters, Hedge Trimmers, Edgers, Pole Saws, Power Blowers (Handheld and Back Pack Types), Earth Auger Drills, Chain Saws

Category 4: Hand-Held Equipment (All Other Not Included Above)

This category includes Walk Behind & Pull Type Aerators, Pluggers, Seeders, Turf Rollers, Spreaders, and all other ground maintenance items not listed in other categories

Category 5: Tractors

This category includes Compact Utility Tractors, Utility Tractors and Agricultural Tractors

Category 6: Utility Vehicles

This category includes Utility Vehicles (UTVs), All-Terrain Vehicles (ATV) i.e., Gators, Rangers, etc.

Category 7: Golf & Turf Equipment

This category includes Greens Mowers, Fairway Mowers, Rough, Trim & Surrounds Mowers, Bunker Rakes, Specialty Equipment.

Category 8: Combines and Header Equipment

This category includes Combines and Header Equipment.

Category 9: Cotton Pickers and Strippers

This category includes Cotton Pickers and Strippers.

Category 10: Hay and Forage Equipment

This category includes Round and Square Balers, Mower-Conditioners, Disc Mowers

Category 11: Windrowers

This category includes Auger Platforms, Rotary Platforms, Drapers, Self-Propelled Forage Harvesters, Pull Type Forage Harvesters, Flail Chopper

Category 12: Tillage

This category includes Chisel Plows, Disks, Vertical Tillage, Field Cultivators, Seedbed Finishers, Moldboard Plows, Mulch Finishers, Mulch Tiller, Rippers, Nutrient Application

Category 13: Planting & Seeding

This category includes Planters, Box Drills, Air Seeding Carts and Tools

Category 14: Sprayers

This category includes Sprayers

Category 15: Ag Management Solutions

This category includes GPS Products for Tractor and Implement Guidance.

Category 16: Other

This category includes all other grounds maintenance equipment that does fall into categories 1-15. The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

A Vendor may bid on one (1) or more regions. A Vendor may bid multiple brands in a particular category. An award in a particular product category includes all items in that line of equipment, including accessories, contained in a vendor's catalog.

Note: Parts & Accessories must be available at the percentage discount off the MSRP or other manufacturer's current published price listing (List Price, Suggested Retail Price, etc.) as referenced for each line item's category.

5.2 PRE-DELIVERY SERVICE REQUIREMENTS

All Grounds Maintenance Equipment shall be properly serviced and in proper operating condition, with all mechanical and appearance defects corrected, when delivered to, or designated as ready for pick-up by, the Authorized Entity. Vendor shall perform final checks and service, in addition to any prior factory servicing, on each vehicle ordered, as follows:

1. Have the OEM's recommended pre-delivery service completed.
2. Check of all fluid levels to ensure that they are filled to manufacturer's recommended capacity. (Crankcase, differential, battery, radiator, power steering, transmission, etc.)
3. All Grounds Maintenance Equipment must contain no less than ¼ tank of fuel as indicated by the fuel gauge at time of delivery. The fuel light most NOT be illuminated.
4. Have permanent antifreeze to protect it at a level of -34 °F. Only a low silicate type anti-freeze Shall be used for Vehicles having diesel engines.
5. Be clean, lubricated, serviced, with the fuel gauge registering no less than one half full, all adjustments completed, all components fully functional and operational, and the Vehicle in "road ready" condition.
6. Adjustment of engine to proper operating conditions.
7. All tires inflated to OEM's recommended pressure.
8. Be free from all Dealer signs/emblems, and the removal of all unnecessary tags, stickers, paper, etc.
9. Careful check to ensure proper operation of all mechanical and electrical features.
10. Careful check to ensure absence of appearance defects.
11. Include a copy of the OEM warranty and service policy with all warranty vouchers, certificates, and coupons. Delayed warranty forms are to be provided with the required Grounds Maintenance Equipment paperwork.
12. Have each Chassis, Body, and other applicable components identified with an identification tag that provides the OEM's name, Model, and individual serial number if applicable.,

5.3 COMMERCIAL AND ECONOMY CLASS

Each category shall be divided into a **commercial and economy class**. The Vendor will submit its proposed discount structure for the products listed in the economy and commercial class per category. The Vendor is required to define the meaning of economy versus commercial class. If vendor does not have an Economy or Commercial Class, the line they have can be quoted exclusively.

Define Economy Class

Manufacturer has listed product as "Homeowner Use"

Define Commercial Class

Manufacturer has listed product as "Professional or forestry use"

5.3 CERTIFICATION AND SAFETY LABELS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

5.5 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

5.6 BACK UP ALARM

Any self-propelled equipment ordered by the State of North Carolina shall have a backup alarm and may be manufacturer or dealer installed. Backup alarm shall be in accordance with SAE J994, electronic type (not ding dong), shall become activated immediately upon backing of equipment (not activated by motion detection), must be audible above the surrounding noise level of the equipment, must be a sealed type unit to protect internal components from moisture, dust and contaminants, resists effects of vibration, single or dual tone is acceptable, and minimum one year warranty shall apply.

Back Up Alarm is REQUIRED for ride-type only for Categories 2 & 7, Lever steer, zero-turn and hydrostatic transmission units are exempt from this requirement

Back Up Alarm is not required in Category 1, 3, 4, 10-15 UNLESS STANDARD EQUIPMENT

5.7 STROBE LIGHT

Strobe/Beacon light, single bulb, specifically designed for outdoor use in 12-volt vehicular installations. Light is to be installed in a location visible from any azimuthal location by a driver seated in an automobile and shall specifically not be blocked by driver of the utility vehicle, its other occupant(s), or its cargo. Pole or equivalent mounting means shall be provided if such is necessary for unblocked visibility of the strobe/beacon light as required above. Light shall be switchable by user, on/off, switch to be conveniently located for access by the seated operator. Color of light shall be selected by the user. Flash rate shall be adjustable or otherwise set at a value typical of best industry practice.

Strobe Light is REQUIRED for ride-type only for Categories 2 & 7, Lever steer, zero-turn and hydrostatic transmission units are exempt from this requirement

Strobe Light is not required in Category 1,3,4, 10-15 UNLESS STANDARD EQUIPMENT

5.8 FIRE EXTINGUISHER

Rechargeable five (5) lbs. fire extinguishers shall be mounted on each unit that is self-propelled in accordance with the Society of Automotive Engineers (SAE), National Fire Protection Association (NFPA) or Federal Motor Vehicle Safety Standards (FMVSS) requirements.

Fire Extinguisher is REQUIRED for ride-type only for Categories 2 & 7

Fire Extinguisher is not required in category 1, 3, 4 UNLESS STANDARD EQUIPMENT

5.9 OPERATOR'S MANUAL

The Vendor shall provide with each piece of equipment two (2) copies of an operation and maintenance manual, and a copy of all warranties. Unit shall come with two (2) operator's and service manuals upon delivery at no additional charge to the end-user. One shall be affixed to the unit and the other will be issued to the end-user.

5.10 TRAINING

The successful Vendor shall provide a qualified representative to instruct the owners' operators in the proper operation, routine maintenance, safety, and service upon delivery for a minimum of four (4) hours, if requested by the end-user.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes

6.1 DOA PURCHASE AND CONTRACT, CONTRACT ADMINISTRATOR

The DOA P&C shall post the Contract Administrator information on the DOA P&C Website, listing of the Statewide Term Contract. The Contract Administrator shall be the State's point of contact for all contract oversight of contractual needs.

6.2 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State an account manager. The Contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Vendor Contract Manager	
Contact Name:	Jonathan Lee
Contact Office Phone:	(919)3465410
Contact Mobile Phone:	
Contact eMail:	JLee@QualityEquip.com

Vendor Customer Service	
Contact Name:	Jonathan Lee
Contact Office Phone:	(919)3465410
Contact Mobile Phone:	
Contact eMail:	JLee@QualityEquip.com

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.4 PERIODIC QUARTERLY STATUS REPORTS

The Vendor shall be required to provide Sales Management Reports in the format of an Excel spreadsheet, to the designated Contract Administrator on a Quarterly basis. This report shall include, at a minimum:

1. Sales Report (total cost) by state entity, to include agencies, community colleges, universities, school systems, local government entities.

2. Sales Report Category, Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date

Quarterly Sales Management Reports should be submitted to the Contract Administrator at the following e-mail address ~~PCR~~eports@doa.nc.gov Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the Contract. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

By October 15th: Q1 Quarterly Management Report for July – September

By January 15th: Q2 Quarterly Management Report for October – December

By April 15th: Q3 Quarterly Management Report for January – March

By July 15th: Q4 Quarterly Management Report for April – June.

This schedule aligns with the State's fiscal year. If the Contract start date does not align with the start of a quarter, the initial Quarterly Management Report shall be for the period from the Contract start date to the end of the existing calendar quarter. Timely submission of all reports shall be a material term of this Contract and failure to do so shall constitute a default.

Additional related sales information and/or details on user purchases may be required by the State and must be supplied within thirty (30) days of any such request. A template for any such reports may be provided by the State, at its discretion.

Within ten (10) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Administrator for approval.

6.5 BUSINESS REVIEW MEETINGS

Business Review meetings shall be scheduled semi-annually, Business review meetings shall be presented by the Vendor and be inclusive of the following:

1. Spend overview (State Agency Spend) FY Comparison
    a. Volume Discount
2. Product Cost Savings from MSRP
3. Product Accuracy Rate – Percent of equipment invoiced and shipped without post order correction
4. Complete Shipment Rate – Percent of orders filled in one (1) shipment
5. On Time Delivery Rate – Percent of orders delivered within contract delivery term
6. Challenges
7. Improvement Ideas

6.6 ELECTRONIC PRODUCT CATALOG

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to develop a line-item catalog. At a minimum, the Vendor shall agree to the following:

a) Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products and installation services and pricing within MS Excel format to E-Procurement Services by sending the populated template to the NCeProcurement Team via email at eprocurementdata@its.nc.gov, cc'ing the Contract Administrator.

The State will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State may determine when the electronic catalog and any subsequent revisions "go live".

b) The Vendor shall submit an updated electronic catalog from time to time or as requested by the State to maintain the most up-to-date version of its product/service offering under the statewide contract.

c) The Vendor shall meet the following requirements:

1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
3. Include in the catalog detailed product line-item descriptions; and
4. Include in the catalog any additional content required by the State; and
5. Limit the line-item catalog content to the Vendor's statewide contract offering

d) The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

6.7 INVOICES

Vendor shall invoice the buying Purchasing entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.8 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 RETURN/RESTOCKING POLICY

Vendor shall accept merchandise returns from users for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to users, whichever a user requests, within thirty (30) business days on all returns of ordered products that are in original packaging and in re-sellable conditions. Vendor shall not impose a restocking

fee on users for merchandise that has been returned, unless it is a specialty item and the user has been notified, at the time of placement of order, of the potential restocking fee.

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Vendor or product performance, shall be returned at Vendor's expense within five (5) business days after receipt of notification from the Ordering Entity; with no restocking charge.

6.10 OUT-OF-STOCK & BACK-ORDERS

The Vendor shall notify the Purchasing Agency's Buyer when one (1) or more items in an order cannot be delivered within the time specified. After notification to Buyer by Vendor of a fulfillment delay of one (1) or more items in the order, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, to the extent that the notice of cancellation occurs before Buyer is notified that the delayed item or other cancelled items in the order have shipped.

6.11 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the NC Contract Administrator and state entity purchaser of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

6.12 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

Post award product substitutions are not permitted without prior written approval from the Contract Specialist. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

6.13 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for one (1) year from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Administrator, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.14 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the P&C Contract Administrator and Vendor.

6.15 TAXES

No taxes shall be included in any bid prices.

6.16 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:
https://ncadmin.nc.gov/documents/vendor-forms

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City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Approval of Contract with SOVRA/International Data Base Corp. for Procurement and Contract Management System

Explanation: The City's current procurement and contracting processes rely on multiple systems, manual workflows, and fragmented methods that developed over time. While functional, this structure creates inefficiencies, increases administrative burden, and introduces risks related to inconsistency, delays, and limited transparency. To address these challenges, the proposed initiative seeks to modernize a unified, centralized system. This approach would replace the City's existing tools and processes with a standardized platform designed to improve efficiency, accountability, and oversight. By consolidating procurement and contracting functions into a single integrated system, the City will be better positioned to operate efficiently, ensure fiscal responsibility, and deliver high-quality services to the community.

Fiscal Note: Funding will be supported through a combination of General Fund and Enterprise Fund monies.

Recommendation: City Council approve the attached contract, authorize the Mayor or City Manager to sign the contract, and authorize the City Manager or City Attorney to make any nonsubstantive or clerical revisions to the contract as deemed appropriate.

ATTACHMENTS

COG #1212927-v5 SOVRA MSA Order Form City of Greenville Final.pdf

17 British American Blvd, Latham, NY 12110

MASTER AGREEMENT

This Master Agreement (this "**Agreement**") is entered into as of the last date of signature of the parties (the "**Effective Date**") by and between International Data Base Corp, with a place of business at 17 British American Blvd, Latham, NY 12110 ("**Company**"), and the City of Greenville, with a place of business at 201 West Fifth St Greenville, NC 27835 ("**Customer**" or "City"). Company and Customer are sometimes referred to jointly as the "parties" or singularly as a "party."

This Agreement governs Customer's access to and use of Company's Subscription Services and the retention of Company's Professional Services.

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Customer**" means the State of North Carolina, the Department of Information Technology as an Agency.

"**Customer Data**" means all data and other information submitted or used by Customer in relation to the Services.

"**Customer Supplied Material**" means information, design, specification, instruction, software, applications, Customer Data, or other material furnished by Customer to Company or any of its Affiliates.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

"**Non-Company Applications**" means online applications and offline software products provided by entities or individuals other than Company and are identified as such, and that interoperate with the Services.

"**Order Form**" means the document describing the Services and applicable fees purchased by Customer from time to time.

"**Professional Services**" shall mean work performed by Company for Customer pursuant to an Order Form under this Agreement.

"**Services**" means the Subscription Services and Professional Services that Customer or Customer's Affiliates purchase under an Order Form.

"**Subscription Services**" means hosted "software as a service" for certain Company software applications, programming, and user interfaces thereof, together with any applicable documentation and user guide(s) thereto, provided to authorized Users as further set forth in an Order Form.

"**Users**" means individuals who are authorized by Customer to use the Subscription Services, for whom subscriptions to Services have been ordered, and who have been supplied user identifications and passwords by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors, agents, and third parties with which Customer transacts business.

2. SERVICES

2.1 **Provision of Services**. Company shall make the Services available to Customer pursuant to this Agreement and the relevant Order Form during the Subscription term.

2.2 **User Subscriptions**. Services that are purchased as User subscriptions, as set out in an Order Form may be accessed by no more than the specified number of Users. Additional User Subscriptions may be added during the applicable Subscription term at the same pricing as that for the pre-existing Subscriptions thereunder, prorated for the remainder of the Subscription term in effect at the time the additional User Subscriptions are added. The added User Subscriptions shall terminate on the same date as the pre-existing Subscriptions. User Subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. PROFESSIONAL SERVICES

3.1 **Professional services**. From time to time, Company and Customer may enter into Order Forms for the development and provision of Professional Services.

3.2 **License**. Company hereby grants Customer a worldwide, non-exclusive, non-transferable, royalty- free license to use the Services for the term of this Agreement and for Customer's internal business purposes including any related deliverables developed by Company under an Order Form for Professional Services under this Agreement.

4. SERVICES

4.1 **Service Level Agreement**. Company shall provide the Services to Customer in accordance with the level agreement in Exhibit A.

4.2 **Security and Protection of Customer Data**. Company shall maintain commercially reasonable administrative, physical, and technical security and compliance standards in accordance with the Company's trust center documentation available at https://trust.sovra.com. Company shall not (a) modify Customer Data except to the extent required to provide the Services, (b) disclose Customer Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by Customer, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

4.3 **Customer Responsibilities**. Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Customer Data and of the means by which Customer acquired its Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the terms and conditions of this Agreement, user guide(s) and applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4.4 **Non-Company Applications and Customer Data**. If Customer installs or enables third party applications for use with Services, Customer acknowledge that Company may allow providers of those applications to access Customer Data as required for the interoperation of such applications with the Services. Company shall not be responsible for any disclosure, modification, or deletion of Customer Data resulting from any such access by Non-Company application providers. The Services shall allow Customer to restrict such access by restricting Users from installing or enabling such Non-Company Applications for use with the Services.

4.5 **Integration with Non-Company Applications.** The Services may contain features designed to interoperate with Non-Company Applications. To use such features, Customer may be required to obtain access to such Non-Company Applications from their providers. If the provider of any such Non-Company Application ceases to make the Non-Company Application available for interoperation with the corresponding Service features on reasonable terms, Company may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

5. FEES AND PAYMENT

5.1 **Payment of Fees.** Customer shall pay the fees for the Services as specified in an Order Form hereunder. The Customer's obligations under this Agreement are subject to the lawful appropriation and availability of funds. If funds are not appropriated for a fiscal period, the Parties shall work together in good faith to identify a mutually acceptable solution to allow payment that may include but limited to reduction in service, temporary pricing adjustments as in accordance with applicable law and the Order Form. Non-appropriation shall not be used to replace Company or to procure the same or substantially similar services from another provider during the Term.

5.2 **Overdue Charges**. If any charges are not received from Customer by the due date, then at Company's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) Company may condition future subscription renewals and Order Forms on prepayment or payment terms shorter than those specified in Section 5.3 (Invoicing and Payment).

5.3 **Taxes**. Unless otherwise stated, fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes,

assessable by any local, state or federal jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against Company based on Company's income, property, and employees.

6. PROPRIETARY RIGHTS

6.1 **Company Ownership**. Company and its licensors own all rights, title, and interest in and to the Services, and other Company Confidential Information. Company reserves all rights, title, and interest in and to the Services, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 **Grant of Company Rights.** Company hereby grants Customer (for itself and its Users) a non-exclusive, non-transferable, right to use the Services, solely during the term of this Agreement, subject to its the terms and conditions defined in the relevant Order Form.

6.3 **Restrictions**. Customer shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivate works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on its own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.4 **Customer Ownership**. Customer and its licensors own all rights, title, and interest in and to the Customer Supplied Material, Customer Data and other Customer Confidential Information. Customer reserves all rights, title, and interest in and to Customer Supplied Material, including all related Intellectual Property Rights. No rights are granted to Company hereunder other than as expressly set forth herein.

6.5 **Grant of Customer Rights**. Customer hereby grants Company a royalty-free, non-transferable, non-exclusive, non-assignable right to use Customer Supplied Material and Customer Confidential Information solely during the term of this Agreement and for the sole purpose of rendering the Services hereunder.

6.6 **Suggestions**. Company shall have a paid-up, royalty-free, worldwide, irrevocable, perpetual, transferable, sub-licensable license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its Users, relating to the operation of the Services ("Input"). Company shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

7. CONFIDENTIALITY

7.1 **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information shall include Customer Data; Company's Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2 **Protection of Confidential Information**. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, Agreements and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written

consent.

7.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1 **Company Warranties**. Company warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Services shall perform materially in accordance with generally accepted industry standards and this Agreement (iii) subject to Section 4.7 (Integration with Non-Company Applications), the functionality of the Services will not be materially decreased during Subscription term, (iv) it will not transmit Malicious Code to Customer, provided it is not a breach of this subpart, if Customer or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code,. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in Section 11.4 (Termination for Cause) and Section 11.5 (Refund or Payment upon Termination) below.

8.2 **Customer Warranties**. Customer warrant that Customer has validly entered into this Agreement and has the legal power to do so.

8.3 **Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR GIVES ANY WARRANTIES AND/OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.4 **Non-GA Services**. From time to time Company may invite Customer to try, at no charge, its products or services that are not generally available to its customers ("**Non-GA Services**"). Customer may accept or decline any such trial in Customer's sole discretion. Any Non-GA Services designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND. Company may discontinue Non-GA Services at any time in its sole discretion and may never make them generally available. Non-GA Services constitute Company Confidential Information.

9. MUTUAL INDEMNIFICATION

9.1 **Indemnification by Company**. Company shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer, its elected officials, directors, employees agents, and affiliates, by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Customer**"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court- approved settlement of, a Claim Against Customer; provided that Customer (a) promptly give Company written notice of the Claim Against Customer; (b) give Company sole control of the defense and settlement of the Claim Against Customer (provided that Company may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability, and provided that Customer shall approve any Company- selected legal counsel which approval shall not be unreasonably withheld); and (c) provide to Company all reasonable assistance, at Company's expense. In the event of a Claim Against Customer, or if Company reasonably believes the Services may infringe or misappropriate, Company may in its discretion and at no cost to Customer (i) modify the Services so that they no longer infringe or misappropriate, without breaching its warranties under "Company Warranties" above, (ii) obtain a license for Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate Customer's Subscriptions for such Services upon 30 days' written notice and refund to Customer any prepaid fees covering the remainder of the term of such Subscriptions after the effective date of termination.

9.2 Company shall have no liability for any Claim of infringement or misappropriation to the extent that (i) the Claim is based on Customer Data, Customer Supplied Material or Non-Company Applications , (ii) such Claim is based upon Customer's use of a superseded or altered version of some or all of the Services if infringement or misappropriation

would have been avoided by the use of a subsequent or unaltered release of the Services which was provided to Customer, or (iii) the Services are used outside the scope of any right or license granted in respect to such Services.

9.3 Company shall further defend, indemnify, and hold harmless Customer, its elected officials, directors, employees agents, and affiliates, from and against an and all claims, causes of action, demands, losses, costs, and expenses (including, but not limited to reasonable attorneys fees) arising out or relating to Company's negligence or willful ac or omission in providing the Services to Customer.

9.4 **Indemnification by Customer**. To the extent allowed under applicable law, Customer shall defend Company against any claim, demand, suit or proceeding made or brought against Company by a third party alleging that Customer Data, Customer Supplied Material, or Customer's use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Company"), and shall indemnify Company for any damages, attorney fees and costs finally awarded against Company as a result of, or for any amounts paid by Company under a court-approved settlement of, a Claim Against Company; provided that Company (a) promptly give Customer written notice of the Claim Against Company; (b) give Customer sole control of the defense and settlement of the Claim Against Company (provided that Customer may not settle any Claim Against Company unless the settlement unconditionally releases Company of all liability); and (c) provide to Customer all reasonable assistance, at Customer's expense.

9.5 **Exclusive Remedy**. This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section

10. LIMITATION OF LIABILITY

10.1 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT). THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT).

10.2 **Exclusion of Consequential and Related Damages**. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1 **Term of Agreement**. This Agreement commences on the Effective Date and continues until all Order Forms issued under this Agreement have expired or been terminated.

11.2 **Term of Subscription Services**. Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and continue for the Subscription term specified therein. Subscriptions may be renewed for additional periods upon mutual written agreement.

11.3 **Professional Services.** Professional Services shall commence on the date or at the time set forth in the Order Form.

11.4 **Termination for Cause**. A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty (30) day period and is pursuing such cure diligently and in good faith.

11.5 **Termination for Non-Appropriation**. The Customer's obligations under this Agreement are subject to the lawful appropriation and availability of funds. If funds are not appropriated for a fiscal period, the Parties shall work together in good faith to identify a mutually acceptable solution to allow payment in accordance with applicable law and the Order Form. Non-appropriation shall not be used to replace Company or to procure the same or substantially similar services from another service provider during the Term of the Order Form.

11.6 **Refund or Payment upon Termination**. Upon any termination for cause by Customer, Company shall refund Customer any prepaid fees covering the remainder of the term of all Subscriptions after the effective date of termination.

Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

11.7 **Termination for Insolvency**. A party may terminate this Agreement upon notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

11.8 **Failure to Make Payment**. Notwithstanding anything in this Section 11 to the contrary, if Customer fail to make payment on any due date, Company shall have the right to suspend Services hereunder and, if such failure to make payment has not been cured within thirty (30) days of the due date, upon written notice terminate this Agreement and any or all outstanding Order Forms hereunder.

11.9 **Effect of Termination.** Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges and expenses accruing prior to such termination.

11.10 **Return of Customer Data**. Upon request by Customer made within 30 days after the effective date of termination of a Services Subscription, Company will make available to Customer for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Company shall have no obligation to maintain or provide any of Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in Company's systems or otherwise in Company's possession or under its control.

11.11 **Surviving Provisions**. Section 5 (Fees and Payment), 6.1 (Company Ownership), 6.4 (Customer Ownership), 6.6 **(**Suggestions), 7 (Confidentiality), 8 (Warranties and Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.8 (Effect of Termination) 11.9 (Return of Customer Data), 13 (Notices), and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

12. GENERAL

12.1 **Notices**. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email. Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer. Each party may change its address and recipient by written notice to the other party.

13. GENERAL PROVISIONS

13.1 **Compliance with Laws**. Each Party shall comply, at its own expense, with all applicable federal, state, provincial, local, and foreign laws, statutes, regulations, and ordinances in connection with its performance under this Agreement, including, without limitation, laws relating to data protection and privacy, anti-corruption, and export control and trade compliance laws and regulations. Without limiting the foregoing, each Party represents and warrants that it will not export, re-export, transfer, or make available any goods, software, technology, services, or data provided under this Agreement in violation of applicable export control or sanctions laws, including those administered by the United States, other relevant authorities.

For greater clarity and to the extent there are no conflict with the terms of this Agreement, the Service Provider shall comply with all applicable laws, statutes, rules, regulations, administrative codes, and binding policies of the State of North Carolina in connection with the performance of this Agreement, including, without limitation: (i) the North Carolina Public Records Act (N.C.G.S. § 132-1 et seq.) and applicable trade secret protections under N.C.G.S. § 66-152; (ii) procurement, ethics, and performance accountability requirements under N.C.G.S. §§ 143B-1340, 143B-1350, and related regulations in Title 09 of the North Carolina Administrative Code; (iii) audit, inspection, and record-retention requirements under N.C.G.S. § 147-64.7 and Chapter 120, Article 13; (iv) all applicable privacy, data protection, and cybersecurity laws, including the North Carolina Identity Theft Protection Act (N.C.G.S. Chapter 75, Article 2A), security breach notification obligations under N.C.G.S. § 143B-1379, and mandatory compliance with NCDIT Statewide Information Security Policies, NIST, and FIPS standards to the extent they are coherent with Company's security standards as defined in section 4.2; (v) restrictions on the storage, access, and transfer of non-public State data outside the United States; (vi) employment, workers' compensation, and equal employment opportunity laws; and (vii) all applicable tax laws and exemptions.

13.2 **Anti-Corruption**. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Company's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any

violation of the above restriction, Customer will use reasonable efforts to promptly notify Company in writing.

13.3 **Insurance**. Company confirms that, throughout the term of the Agreement, it will maintain commercially reasonable and appropriate insurance coverage customary for the Services and related operations, including workers' compensation and employer's liability in compliance with North Carolina law, commercial general liability insurance with $2,000,000 per occurrence and annual aggregate limit, an automobile liability insurance covering non-owned vehicles used in connection with performance of the Contract, with such coverage maintained at the Company's own cost and expense.

13.4 **Relationship of the Parties**. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.5 **No Third-Party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

13.6 **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.7 **Assignment**. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

13.8 **Force Majeure.** Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labor problems (other than those involving the employees of the affected party), or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

13.9 **Dispute Resolution, Governing Law and Jurisdiction**. The Parties shall negotiate in good faith and use all reasonable efforts to resolve any dispute. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This Agreement shall be governed and construed in accordance with the laws in accordance with the laws of the State of North Carolina. Each party irrevocably submits to the exclusive jurisdiction of the courts of the applicable jurisdiction and each party agrees to the applicable law above without regard to rules regarding choice of law or conflicts of law.

13.10 **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum, Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

13.11 **City Manager's Authority**. To the extent, if any, the City has the power to terminate this Agreement or the Services as the case may be, that power may be exercised by the City Manager or his or her designee.

13.12 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF GREENVILLE

_____

P. J. Connelly, Mayor

ATTEST:

_____

Valerie Shiuwegar, City Clerk

	INTERNATIONAL DATA BASE CORP
Name/Title:	Name/Title: Tom Duncan, Chief Revenue Officer
Date	Date

EXHIBIT A - SERVICE LEVEL AGREEMENT

SECTION 1: INTRODUCTION

This Exhibit sets forth service performance levels and defines procedures pertaining to the Services provided by the Company.

SECTION 2: SOLUTION SEVERITY ISSUES AND RESOLUTION

2.1 ISSUE SEVERITY LEVELS

2.1.1 Severity One

Critical Service Impact. Customer's production use of Company's products on a primary business service, major application or mission-critical system is stopped or so severely impacted that the customer cannot reasonably continue work.

Severity Level 1 problems are handled as the highest priority until the customer is given a fix or workaround.

2.1.2
Severity Two

Significant Service or Implementation Impact. Important product features are unavailable with no reasonable workaround. Customer's production use of Company's products in a primary business service, major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.

2.1.3 Severity Three

Product features are unavailable, but a reasonable workaround exists, and most software functions are still useable. Minor function/feature failure that the customer can easily circumvent or avoid. Customer's work has minor loss of operational functionality. No data has been lost, and the business service, application, or system is still functioning.

2.1.4 Severity Four

Minor problem or question that does not affect the software function such as How To's, documentation, general questions, or enhancement requests. There is no impact to product usage or customer's operations.

Resolution Categories
Company shall categorize the resolution of the issues as follows:

- **Answered** – the issue was simply a question that was answered.
- **Fixed** – the issue was addressed.
- **Works as Designed** – the issue as described is working as intended and is not a defect.
- **Cannot Reproduce** – the issue reported, despite testing and investigation cannot be reproduced to further determine cause. These issues are ultimately closed but can be reopened if recurrence happens.
- **Enhancement Request** – Customer has reported a suggested enhancement for consideration for inclusion in a future build. These tickets transferred to Product Development.

2.1.4 Notification

Company will notify the Customer anytime the Solution is not available as soon as practical.

2.1.5 Notification Response
Company shall respond to all issues based on Severity Level as follows:

- Severity 1 Response: Company shall begin resolution efforts upon awareness of an issue and continue until resolved. Company shall respond to the requestor within 1 business hour of being notified of an issue.
- Severity 2 Response: Company shall respond to the requestor with 4 business hours of being notified of an issue.
- Severity 3 Response: Company shall respond to the requestor within 8 business hours of being notified of an issue.
- Severity 4 Response: Company shall respond to the requestor within 24 hours of being notified of an issue.

2.18 Resolution

- Company's issue resolution time will be based on Severity Level as follows:
- Severity 1 – Company shall develop a resolution plan, notify Customer, and shall restore service within 24 hours. Company shall begin resolution efforts upon receipt of notification and continue until resolved. If resolution requires a software correction, it is delivered as a Hotfix/service patch. The standard resolution time is as quickly as development can produce and test the correction.
- Severity 2 – Company shall resolve environmental issues within 24 hours or provide Hotfix/service patch within 10 business days. Company will work to provide a reasonable work around, when available, until the hotfix/service is permanent.
- Severity 3 – Company shall resolve all Severity 3 issues within the next two releases, from date of notice.
- Severity 4 – Company will consider all Severity 4 issues within the product roadmap.

Once an issue is resolved as defined in 2.1.5 and communicated as such to the Customer, it will be considered closed if no issues are reported within 5 days.

2.1.9 Product Releases

Product Releases will be issued following Contactor's annual release schedule:

- Online release notes will be available to the Customer 7 days prior to release.
- The Learn environment will be updated with the production release to maintain consistency.

Company may, on a periodic basis, make changes to the release schedule.

2.1.10 Scheduled Maintenance

Scheduled maintenance for production systems is during non-business hours. Company will make every effort to communicate scheduled maintenance periods at least 7 business days in advance of planned maintenance performed on the Solution. Emergency or unscheduled maintenance may be required for Company to perform mission-critical system fixes or issues that are beyond Company's control. Company will notify the Customer as soon as practicable if emergency or unscheduled maintenance is required.

2.1.11 Disaster Recovery

Company will provide Disaster Recovery services as follows: RPO (Recovery Point Objective) of no more than 1 hour of lost data and, RTO (Recovery Time Objective) within 24 hours of outage as part of the services provided Company will provide disaster recovery and business continuity capabilities in the event of a disaster. The disaster recovery and business continuity criteria will be in effect only in the event a disaster is declared at the primary site and the Solution is transitioned from the primary site to the disaster recovery secondary site.

SECTION 3: SERVICES

The support parameters set forth below are the responsibility of the Company in the ongoing support of its performance under this Agreement.

3.1 SUPPORT

3.1.1 Company Support Desk

Company shall provide the following Support Desk services to Users:

- Various support channels to report issues: Available 24 hours a day, 7 days a week; monitored during business hours (Monday-Friday 8:00 AM – 8:00 PM Eastern Time excluding Company holidays).
- Ability to contact call center to report technical and functional issues during business hours.
- An easily accessible frequently asked question list and a technical and functional team available during business hours.
- Ability to access online functional help tools such as quick reference guide

ORDER FORM

Customer Billing Information

Customer Name:	City of Greenville, NC	**Billing Contact:**	Wanda House
Address:	201 West Fifth St Greenville, NC 27835	**Phone Number:** **Email Address:**	252-329-4862 whouse@greenvillenc.gov

Contract and Payment Details

Contract Term:	39 Months	**Payment Method:**	Electronic Funds Transfer
Contract Start:	05-15-2026	**Payment Terms:**	30 days
Contract End:	07-31-2029	**Billing Method:**	Electronic Invoice
Options:		**Billing Frequency:**	Annual/ One time

SERVICE FEES

The Service fees in this Order form are in accordance with the Omnia Partners, Region 4 Education Service Center - TX, contract# R240303 for Software Solutions and Services for use by state agencies and other entities located in the Participating State (North Carolina) authorized by that State's statutes to utilize State contracts with the prior approval of the State Chief Information Officer.

		Included in SaaS Price	Included in Implementation Price	Quantity	Unit
Source:	Sourcing Platform	Yes	Yes	Unlimited	Users
	RFx Creation Advanced	Yes	Yes		
	Bid Evaluation	Yes	Yes		
	SSO	Yes	Yes		
Connect:	Certification and Qualification Management	Yes	Yes		
	Supplier Performance Management	Yes	Yes		
Contract:	Contract Advanced	Yes	Yes	Unlimited	Users
	Intake Management Advanced	Yes	Yes	unlimited	Users
	Flat file Integration	No	No		interfaces
	Web Services API	No	No		
	Contract Spend Tracking with flat file integration	Yes	Yes		
	Integrated eSignature	No	No		
	UAT Environment	Yes	Yes		
	eSignature - DocuSign or Adobe	Yes	Yes		
	Legacy Contract Imports	NA	Yes	5,000	docs

Pricing Breakdown

First Year SaaS Price	$59,000.00
One-time Implementation Price	$50,000.00

Yearly Pricing

May 15th, 2026 - July 31st, 2026	$64,750.00
August 1st, 2026 - July 31st, 2027	$59,000.00
August 1st, 2027 - July 31st, 2028	$61,950.00
August 1st, 2028 - July 31st, 2029	$65,047.50

Payment Terms of Implementation Fees:

- Customer agrees to pay 50% of the Implementation Fees upon the Effective Date of this Order Form.
- Customer Agrees to pay 50% of the Implementation Fees upon implementation completion.

Payment Terms for Annual Fees:
Customer agrees to pay annual fees upon access to system environment.

All payments shall be made in accordance with the terms and conditions of the Master Agreement. All pricing is in US dollars and does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Implementation Professional Services

Project Timeline

- This project is budgeted for a duration of twenty (20) weeks from the project kick off meeting to the transition to Customer support. The project start date will be mutually agreed upon by both parties and shall occur within two (2) weeks of contract signature.

Project Assumptions

- Services will be delivered through 100% offsite resources and meetings.
- A mutually agreed-upon project schedule will be finalized within two (2) weeks of project kickoff. Following this, Company will allocate resources to meet project deadlines and manage costs effectively. The Customer is also expected to adhere to all project deadlines. If actions or inaction by the Customer cause a delay and require Company to reschedule or reallocate resources, the project cost may increase and will be addressed through the Change Control process.
- Customer will review and provide sign-off on all milestones and deliverables within five (5) business days.
- Product enhancements are changes to product functionality that require new software development and that the company adopts as part of the product offering. No enhancements are included in this Order Form.
- If Customer requests changes to the Deliverable Details as identified herein, or additional enhancements, the Change Control Process will be used.
- Only services to support rollout and testing of Deliverables detailed herein are included in this Order Form. If any additional services are requested by the Customer, the Change Control process will be used.
- This Order Form expires on May 15th, 2026, If the Order Form is not signed by both parties by that date, a new Order will be required, and costs may be adjusted.
- All existing SLAs remain applicable.

Customer Responsibilities

- Assign a Project Manager that makes decisions on Customer's behalf with respect to schedule, configuration decisions, and coordinating meetings.
- Ensure adequate representation and participation of Customer staff in implementation services to ensure successful configuration decision making and knowledge transfer.
- Confirm the configured solution meets the Customer's needs and requirements through a comprehensive testing and validation process.
- Coordinate and conduct User Acceptance Testing.
- Plan and implement required business process and policy changes.
- The Customer is expected to provide the requested input and feedback consistent with the project schedule. Failure to do so may result in change orders affecting the project schedule and/or cost.
- Ensure time is reserved to complete training as per agreed project plan.

Company Responsibilities

- Manage resources and provide the personnel needed to support the implementation.
- Manage project schedule and change control process throughout the duration of the implementation project.
- Support Customer's User Acceptance Testing and assist the Customer in remediation of material defects.
- Ensure the configured solution meets the testing and validation requirements.
- Coordinate Company's participation in all meetings and training and make required staff and resources available, as required.

Change Control

In the event changes to the Order Form ("Changes"), become necessary or desirable to the Parties, a Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Order Form (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

Sourcing Platform

- Manage the solicitation process, from publishing, interacting with suppliers, Q&A, amendments, receiving bids, monitoring, and tracking deadlines, with an audit trail of the process and in-depth reporting.

- Implementation service provided:
  - Discovery of requirements (up to 2 hours)
    - Review of Customer's current process
  - Configure UAT Environment
    - Configure the UAT environment to reflect the agreed configurations
  - Support User Acceptance Testing
  - Configure Production Environment
    - Configure the Production environment to reflect validated configurations
  - Training
    - Provide remote training for administrators and end users (up to 4 hours)

RFX Creation Advanced

- Generate RFx and other solicitation documents, with dynamic multi-user collaboration, templates, clauses, approval workflows, notifications, and advanced configuration capabilities for a more tailored solution.
- Implementation service provided:
  - Discovery of requirements (up to 4 hours)
    - Review of Customer's current process
  - Configure the UAT Environment
    - Configure first template while Training
    - Configure up to five (5) static or conditional clauses driven by Boolean inputs from solicitation
    - Configure up to ten (10) Customer fields and conditional logic
    - Configure Workflow with up to five (5) conditions
    - Configure solicitation types and other associated fields
  - Support User Acceptance Testing
  - Configure Production Environment
    - Configure the Production environment to reflect validated configurations
  - Training
    - Provide training for administrators and end users (up to 4 hours)

Bid Evaluation

- The Bid Evaluation service allows authorized users to evaluate bids online. Administrators can create a library of standard questions. Managers can set up evaluations and invite evaluators as well as set up the process and track until completion.
- Implementation service provided:
  - Discovery of requirements (up to 3 hours)
    - Review of Customer's current process
  - Configure UAT Environment
    - Configure the UAT environment to reflect the agreed configurations
  - Support User Acceptance Testing
  - Configure Production Environment
    - Configure the Production environment to reflect validated configurations
  - Training
    - Provide training for administrators and end users (up to 2 hours)

Single Sign On (SSO) Configuration

- SSO provides secure access following Customer's login policies and allows users ease of access.
- Implementation service provided:
  - Discovery of requirements (up to 2 hours)
    - Discovery with Customer's IT/Security team
    - Exchange of required information to configure for Customer and Company
  - Configure Production Environment
    - Testing Support – joint testing with Company and Customer of the integration

Intake Management Advanced

- Manage internal intake using a dynamic request form to gather all the necessary information to start a sourcing or contracting process for internal users and keep them informed throughout. Advanced configuration capabilities for a more tailored intake solution.
- Implementation service provided:
  - Discovery of requirements (up to 4 hours)

        - Review of Customer's current process
    - Configure UAT Environment
        - Configure up to ten (10) Customer fields and conditional logic
        - Configure Workflow with up to five (5) conditions
    - Support User Acceptance Testing
    - Configure Production Environment
        - Configure the Production environment to reflect validated configurations
    - Training
        - Provide training for administrators and end users (up to 2 hours)

Certification and Qualification Management

- The Certification and Qualification Management service facilitates supplier qualification by applying your own prequalification and certification criteria. Build and monitor your supplier database, including any diversity requirements, and limit follow-up costs.
- Implementation service provided:
    - Discovery of requirements (up to 2 hours)
        - Review Company's standard Certification and Qualification Management module and discuss configuration options
    - Configure UAT Environment
        - Configuration of prequalification and certification criteria, maximum of one (1) form with max ten (10) criteria
    - Support User Acceptance Testing
    - Configure Production Environment
        - Configure the Production environment to reflect validated configurations
    - Training
        - Provide training for administrators and end users (up to 2 hours)

Vendor Performance Management

- Manage supplier performance by evaluating Key Performance Indicators (KPIs) that will increase the quality of the vendor pool.
- Implementation service provided:
    - Discovery of requirements (up to 2 hours)
        - Review Company's standard Supplier Performance Management module and discuss configuration options
    - Configure UAT Environment
        - Configuration of custom score card, maximum of two (2) forms with max ten (10) KPIs per form
    - Support User Acceptance Testing
    - Configure Production Environment
        - Configure the Production environment to reflect validated configurations
    - Training
        - Provide training for administrators and end users (up to 2 hours)

Contract Advanced

- Contract Lifecycle Management with notifications and tracking, unlimited document repository, reports, allows the generation of contract documents using templates and clauses, dynamic multi-user collaboration, track changes, version control, external user access control, approval workflows, advanced configuration capabilities for a more tailored solution and eSignature management if purchased.
- Implementation service provided:
    - Discovery of requirements (up to 4 hours)
        - Review of Customer's current process
    - Configure UAT Environment
        - Configure first template while Training
        - Configure up to five (5) static or conditional clauses
        - Configure up to ten (10) Customer fields and conditional logic driven by Boolean inputs from contract
        - Configure Workflow with up to five (5) conditions
        - Configure contract types and other associated fields
    - Support User Acceptance Testing
    - Configure Production Environment
        - Configure the Production environment to reflect validated configurations

- Training
  - Provide training for administrators and end users (up to 4 hours)

Contract Spend Tracking

- Contract Spend Tracking enables financial calculations and the roll-up of contract amounts to parent contracts, with roll-up activity recorded on the parent contract using the solution's standard financial roll-up template.
- Spend Tracking functionality supports the following contract categories:
  - Contract
  - Subcontract
  - Amendment
- Contract Spend Tracking may be performed manually or via Flat File Integration to apply purchase order drawdowns against contracts or subcontracts that increase or decrease contract spend limits.
- Implementation service provided:
  - Delivery of Company's Contract Spend Tracking documentation and template
    - Provide up to two (2) hours of services to answer questions related to the documentation provided.
  - Flat File Integration includes configuration of the SFTP account, import job, and standard template.
  - Training
    - Training for administrators and end users, delivered as part of the Contracts training.
- Assumptions
  - Customer is responsible for submitting files using the Company's standard template for import.
  - Submitted files will be detected within ten (10) minutes, at which time the import process will be initiated. Files may be submitted up to a maximum of four (4) times per hour. Flat files exceeding 1 MB in size must be imported during non-business hours.

eSignature – DocuSign

- Integration of Contract module for eSignature. Third party eSignatures need to be purchased directly from DocuSign. Customer will provide integration access credentials required by the third party for the Admin Account or another account.
- Implementation service provided:
  - Delivery of Company's eSignature Documentation
    - Provide up to two (2) hours of services to answer questions related to the documentation provided.
  - Enable eSignature tool within the Contract module
  - Training
    - Provide training for administrators and end users, delivered as part of the Contract training.
- Assumptions
  - Training for use of eSignature tool within the Contract module
  - Training in the third-party eSignature software use is not included in Order

Legacy Contract Imports

- Active contracts, and associated suppliers, are imported into the Production environment, using the Company's standard import template. The Template includes mandatory and optional fields to be imported, along with the signed contract image in PDF format. If additional PDF files are required, they are counted as an additional document to import.
- Active contracts are loaded with current data, as amended where applicable.
- Implementation service provided:
  - Company will provide its standard Excel-based template for active contracts and associated suppliers. In addition to the standard template fields, Company will load data for up to three (3) Customer fields, as configured during the contract configuration process.
  - Customer must provide at least the mandatory fields and the name of the unique PDF file name for the signed image.
  - Only fully executed contracts are imported. Any contracts that are in flight are not imported. They can be manually entered by the users after go-live.
  - Company provides SFTP drop off service for import data.
  - Customer is responsible for dropping their populated templates and PDF files to the provided sites.
  - Company imports files to Production environment and reviews any import errors.
  - Customer is responsible for validating the files and data imported to Production.
- Assumptions:

- Services for amendment record imports are considered out of scope and will be addressed through the Change Control process.

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee

PRE-AUDIT CERTIFICATION:

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

_____ Date: _____
Jacob Joyner, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Presentation of the City of Greenville Fiscal Year 2026-2027 Proposed Budget

Explanation: As included in the budget schedule adopted by City Council, the City Manager and staff will present the City of Greenville Proposed Fiscal Year 2026-2027 Operating Budget during the May 11, 2026, City Council meeting.

In compliance with Section 160A-148(5) of the North Carolina General Statutes, the City Council will hold a public hearing on Monday, June 8, and consider adopting the annual budget ordinance on that same day with an alternative adoption date of June 12, 2026.

In summary, the Proposed City Operating Budget for Fiscal Year 2026-2027 stands at approximately $194.9 million with the General Fund comprising approximately 63.6% of the total. The following is a breakdown of the Proposed Budget by Operating Fund:

General Fund	$ 124,009,648
Health Internal Service Fund	16,000,000
Vehicle Replacement Internal Service Fund	5,160,000
Facilities Improvement Internal Service Fund	1,200,000
Debt Service Fund	7,360,000
Public Transit Special Revenue Fund	5,640,000
Fleet Maintenance Internal Service Fund	7,970,000
Sanitation Enterprise Fund	12,278,000
Stormwater Enterprise Fund	11,400,000
Inspections Enterprise Fund	2,200,000
Occupancy Tax Special Revenue Fund	750,000
TOTAL	$ **194,967,648**

The City Manager and staff will present an overview of the specific highlights of each fund's Proposed Budget at the May 11, 2026 City Council meeting. During the May 14, 2026 City Council meeting, representatives from the Pitt-Greenville Convention and Visitors Authority, Sheppard Memorial Library, and Greenville Utilities Commission will present their proposed Fiscal Year 2026-2027 budgets.

Fiscal Note: The final amount for the City's budget will be determined by City Council action at the June 8, 2026, City Council meeting.

Recommendation: Receive the presentation on the Proposed Fiscal Year 2026-2027 Operating Budget and provide feedback and direction.

ATTACHMENTS

2027 Proposed Budget Charts May Agenda.pdf

CITY MANAGED FUNDS
FOR FISCAL YEAR 2027 BUDGET

FUND	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
GENERAL	$ 104,802,899	$ 111,503,437	$ 117,710,947	$ 118,864,369	$ 124,009,648
DEBT SERVICE	6,285,268	6,471,125	5,264,518	6,471,125	7,360,000
PUBLIC TRANSPORTATION (TRANSIT)	2,965,770	3,269,836	3,723,743	3,269,836	5,640,000
FLEET MAINTENANCE	6,244,530	6,404,723	7,114,665	6,404,723	7,970,000
SANITATION	8,518,206	8,923,159	9,262,683	8,923,159	12,278,000
STORMWATER	7,037,053	11,175,309	10,024,372	11,175,309	11,400,000
SPORTS COMPLEX	-	-	-	-	1,000,000
HOUSING	2,054,247	1,931,466	1,924,354	1,087,779	-
INSPECTION FUND			1,557,273	1,900,000	2,200,000
HEALTH INSURANCE	11,951,888	13,667,788	17,244,781	13,667,788	16,000,000
OCCUPANCY TAX FUND				750,000	750,000
VEHICLE REPLACEMENT	2,984,087	3,843,091	3,707,925	3,843,091	5,160,000
FACILITIES IMPROVEMENT	1,252,331	1,546,966	1,400,172	1,546,966	1,200,000
CAPITAL RESERVE	1,250,000	-	-	-	-
TOTAL CITY MANAGED FUNDS	**$ 155,346,278**	**$ 168,736,900**	**$ 178,935,433**	**$ 177,904,145**	**$ 194,967,648**

GENERAL FUND
REVENUE SUMMARY

REVENUE SOURCE	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
PROPERTY TAXES	$ 38,940,492	$ 40,204,589	$ 45,773,017	$ 46,665,522	$ 47,869,660
SALES TAXES	29,595,763	30,471,404	31,397,850	30,512,904	34,683,529
GUC TRANSFERS IN	7,091,429	8,268,333	8,592,112	9,053,691	9,053,691
UTILITIES FRANCHISE TAX	6,920,722	7,069,447	7,443,662	7,492,757	7,492,757
RESCUE TRANSPORT	4,167,213	3,978,823	4,615,049	4,758,234	5,328,750
POWELL BILL - STATE ALLOCATION	2,424,387	2,676,328	2,958,917	2,960,000	2,960,000
MOTOR VEHICLE FEES	1,704,390	1,689,920	1,742,550	1,803,631	1,803,631
INSPECTIONS	1,848,571	2,836,812	-	-	-
RECREATION	1,388,377	1,509,235	1,639,510	1,500,000	1,700,000
INVESTMENT EARNINGS	3,249,487	5,313,318	5,681,604	4,723,564	3,723,564
ALL OTHER REVENUES	7,472,067	7,485,228	7,866,676	8,144,066	8,144,066
SUBTOTAL	**$ 104,802,899**	**$ 111,503,437**	**$ 117,710,947**	**$ 117,614,369**	**$ 122,759,648**
APPROPRIATED FUND BALANCE					
GENERAL FUND	-	-	-	1,250,000	1,250,000
POWELL BILL	-	-	-		
TOTAL	**$ 104,802,899**	**$ 111,503,437**	**$ 117,710,947**	**$ 118,864,369**	**$ 124,009,648**

GENERAL FUND
EXPENSE BY DEPARTMENT

DEPARTMENT	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
MAYOR & CITY COUNCIL	$ 448,714	$ 674,716	$ 471,387	$ 594,774	$ 594,774
CITY MANAGER	3,086,081	3,601,256	3,445,746	3,739,853	4,250,163
CITY CLERK	296,456	356,749	381,247	409,795	429,260
CITY ATTORNEY	687,032	705,483	852,968	778,519	822,119
HUMAN RESOURCES	3,300,534	3,781,458	3,977,907	4,288,734	4,340,981
INFORMATION TECHNOLOGY	3,478,113	4,117,208	4,233,413	4,963,701	5,575,290
ENGINEERING	4,970,126	5,689,586	6,098,988	6,511,815	8,968,438
FIRE/RESCUE	17,320,676	19,049,336	20,868,771	23,151,151	26,142,582
FINANCIAL SERVICES	3,334,965	3,403,783	3,731,624	4,163,083	4,357,447
POLICE	28,640,180	30,246,464	33,959,494	34,263,570	35,608,947
RECREATION & PARKS	8,248,774	9,553,302	9,813,846	10,778,129	15,921,863
PUBLIC WORKS	6,454,135	7,255,135	7,813,548	7,972,043	-
PLANNING & DEVELOPMENT	2,784,482	2,485,299	1,507,076	1,712,043	-
PROJECT MANAGEMENT	-	-	503,850	164,673	436,067
NEIGHBORHOOD & BUSINESS SERVICES	554,822	1,260,844	1,653,180	1,771,048	2,687,606
TOTAL BY DEPARTMENT	**$ 83,605,090**	**$ 92,180,620**	**$ 99,313,045**	**$ 105,262,931**	**$ 110,135,537**
INDIRECT COST REIMBURSEMENT	$ (1,350,453)	$ (1,350,453)	$ (1,350,453)	$ (1,950,887)	$ (1,950,887)
OTHER POST EMPLOYMENT BENEFITS	700,000	700,000	700,000	700,000	500,000
CONTINGENCY	-	-		40,000	-
TOTAL EXPENSES BY DEPARTMENT	**$ 82,954,637**	**$ 91,530,167**	**$ 98,662,592**	**$ 104,052,044**	**$ 108,684,650**
TRANSFERS TO OTHER FUNDS	$ 15,014,004	$ 15,897,229	$ 13,612,129	$ 14,812,325	$ 15,324,998
TOTAL CAPITAL IMPROVEMENTS	-	-	-		-
TOTAL GENERAL FUND	**$ 97,968,640**	**$ 107,427,396**	**$ 112,274,721**	**$ 118,864,369**	**$ 124,009,648**

DEBT SERVICE FUND
FOR FISCAL YEAR 2027 BUDGET

The Debt Service Fund accounts for the payment of the City's debt. When payments are due, the General Fund transfers the needed funds into this fund for payment.

SUMMARY OF REVENUES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
OCCUPANCY TAX	$ 680,470	$ 725,545	$ 732,128	$ 665,677	$ 997,739
TRANSFER FROM POWELL BILL	-	-	-	-	-
TRANSFER FROM GENERAL FUND	5,637,664	5,816,360	4,549,522	6,703,142	6,362,261
INVESTMENT EARNINGS	126,472	195,998	222,568	-	-
TOTAL	**$ 6,444,605**	**$ 6,737,902**	**$ 5,504,218**	**$ 7,368,819**	**$ 7,360,000**

SUMMARY OF EXPENSES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
PRINCIPAL PAYMENTS	$ 4,888,033	$ 5,118,394	$ 4,068,208	$ 6,168,752	$ 5,943,457
INTEREST PAYMENTS	1,386,453	1,341,806	1,185,332	1,200,067	1,413,862
CLOSING COSTS	-	-	-	-	-
OTHER	10,782	10,925	10,978	-	2,681
TRANSFERS OUT	-	-	-	-	-
TOTAL	**$ 6,285,268**	**$ 6,471,125**	**$ 5,264,518**	**$ 7,368,819**	**$ 7,360,000**

PUBLIC TRANSPORTATION (TRANSIT) FUND
FOR FISCAL YEAR 2027 BUDGET

Planning activities remain approximately the same and are reimbursed at 80% from Federal funds. Federal operating funding remains at 50% of the total. Capital items and ADA service and preventative maintenance items requested are reimbursable at 80% Federal share.

SUMMARY OF REVENUES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
GRANT INCOME	$ 2,179,341	$ 2,399,294	$ 4,810,655	$ 3,822,289	$ 3,773,668
BUS FARE/TICKET SALES	8,302	9,470	7,010	209,500	379,000
OTHER REVENUES	55,758	88,061	76,039	63,200	88,200
TRANSFER FROM GENERAL FUND	771,894	771,894	775,000	775,000	912,673
TRANSFER FROM OTHER FUNDS	-	538,670	-	-	-
APPROPRIATED FUND BALANCE	-	-	-	-	486,459
TOTAL	**$ 3,015,295**	**$ 3,807,389**	**$ 5,668,704**	**$ 4,869,989**	**$ 5,640,000**

SUMMARY OF EXPENSES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
PERSONNEL	$ 1,107,586	$ 1,195,725	$ 1,333,687	$ 1,374,427	$ 2,233,123
OPERATING	1,439,033	1,553,005	1,787,160	2,314,828	2,145,100
CAPITAL IMPROVEMENTS	367,992	564,117	3,119,813	1,180,734	1,261,777
OTHER	-	-	-	-	-
TOTAL	**$ 2,914,611**	**$ 3,312,848**	**$ 6,240,660**	**$ 4,869,989**	**$ 5,640,000**

FLEET MAINTENANCE FUND
FOR FISCAL YEAR 2027 BUDGET

The Fleet Maintenance Fund has been established as an internal service fund to account for charge-backs to the respective departments of the City for labor, fuel, and parts for items needed to maintain City vehicles. The creation of this fund will assist the City in more accurately reflecting the true costs of the vehicle maintenance by department.

SUMMARY OF REVENUES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
FUEL MARKUP	$ 1,838,921	$ 1,697,886	$ 1,504,475	$ 1,793,750	$ 2,122,267
LABOR FEES	1,393,154	1,973,010	2,168,896	2,117,810	2,742,310
PARTS MARKUP	1,603,681	1,957,433	1,933,070	1,896,473	1,806,543
COMMERCIAL LABOR MARKUP	1,097,091	667,529	1,263,674	753,165	1,285,130
OTHER REVENUES	-	10,599	2,848	16,700	13,750
TRANSFER FROM GENERAL FUND	-	-	-	-	-
TRANSFER FROM OTHER FUNDS	809,742	-	-	-	-
TOTAL	**$ 6,742,590**	**$ 6,306,458**	**$ 6,872,962**	**$ 6,577,898**	**$ 7,970,000**

SUMMARY OF EXPENSES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
PERSONNEL	$ 1,765,313	$ 2,059,424	$ 2,278,992	$ 2,263,584	$ 2,346,876
OPERATING	4,370,766	4,195,949	4,740,954	4,241,514	5,509,324
CAPITAL OUTLAY	33,809	83,379	54,840	72,800	113,800
TRANSFER TO GENERAL FUND	-	-	-	-	-
OTHER	74,641	65,971	39,880	-	-
TOTAL	**$ 6,244,530**	**$ 6,338,753**	**$ 7,074,785**	**$ 6,577,898**	**$ 7,970,000**

SANITATION FUND
FOR FISCAL YEAR 2027 BUDGET

The Sanitation Fund is established to account for the user charges, fees, and all operating costs associated with the operation of the Sanitation Division operated through the Public Works Department of the City. The Sanitation Division offers comprehensive solid waste services such as garbage, recyclable, bulky trash, leaf collection, as well as mosquito and rodent control.

SUMMARY OF REVENUES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
REFUSE FEES	$ 8,490,978	$ 9,010,303	$ 8,879,554	$ 11,593,000	$ 11,971,000
CART & DUMPSTER SALES	166,779	203,317	238,566	165,000	165,000
OTHER REVENUES	114,522	104,599	126,835	142,000	142,000
APPROPRIATED FUND BALANCE	-	-	-	-	-
TOTAL	**$ 8,772,279**	**$ 9,318,219**	**$ 9,244,954**	**$ 11,900,000**	**$ 12,278,000**

SUMMARY OF EXPENSES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
PERSONNEL	$ 3,188,652	$ 3,821,013	$ 4,423,320	$ 4,788,522	$ 4,742,556
OPERATING	4,972,632	4,966,785	4,432,341	5,733,723	5,535,444
CAPITAL	-	-	469,703	1,377,755	2,000,000
DEBT SERVICE	-	-	-	-	-
TRANSFER TO OTHER FUNDS	250,010	-	75,000	-	-
OTHER	106,912	135,362	(62,502)	-	-
TOTAL	**$ 8,518,206**	**$ 8,923,159**	**$ 9,337,862**	**$ 11,900,000**	**$ 12,278,000**

STORMWATER UTILITY FUND
FOR FISCAL YEAR 2027 BUDGET

The Stormwater Utility Fund is an enterprise fund established to implement the City's Stormwater Management Program. Revenue for this program is generated through a Stormwater fee paid by citizens owning improved property with buildings, parking lots, driveways, etc. The Stormwater Management Program is implemented through the Public Works Department's Engineering and Street Maintenance Divisions. It is directed at compliance with Federal and State environmental regulations through the implementation of local development regulations, capital improvements, and storm drain maintenance.

SUMMARY OF REVENUES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
STORMWATER UTILITY FEE	$ 8,695,784	$ 9,857,561	$ 11,110,144	$ 11,390,000	$ 11,400,000
OTHER REVENUE	2,029,534	1,104,103	896,280	-	-
TRANSFER FROM OTHER FUNDS	-	-	-	-	-
APPROPRIATED FUND BALANCE	-	-	-	-	-
TOTAL	**$ 10,725,318**	**$ 10,961,664**	**$ 12,006,424**	**$ 11,390,000**	**$ 11,400,000**

SUMMARY OF EXPENSES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
PERSONNEL	$ 2,400,725	$ 2,730,423	$ 3,185,361	$ 4,381,185	$ 4,357,566
OPERATING	4,533,321	4,993,558	4,965,306	4,458,359	4,519,169
CAPITAL	2,094,727	1,808,045	1,626,932	2,114,665	2,124,474
OTHER	-	-	-	-	-
GAAP/OPEB	(3,586,286)	(1,997,845)	(3,137,098)	-	-
TRANSFER TO OTHER FUNDS	1,594,566	3,641,128	3,383,871	435,791	398,791
TOTAL	**$ 7,037,053**	**$ 11,175,309**	**$ 10,024,372**	**$ 11,390,000**	**$ 11,400,000**

FACILITIES IMPROVEMENT FUND (FIP)
FOR FISCAL YEAR 2027 BUDGET

The Facilities Improvement Fund accounts for monies to fund deferred maintenance projects as outlined in the City's 10 Year Facilities Improvement Plan. The projects funded include facility operations projects that are overseen by the Public Works department as well as Parks and Recreation improvement projects that are overseen by the Parks and Recreation department. The fund was created back in fiscal year 2014-2015 through a $0.01 increase in the ad valorem property tax rate. The fund receives funding through transfers from the General Fund in an amount needed to fund the annual budgeted projects.

SUMMARY OF REVENUES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
TRANSFER FROM GENERAL FUND	$ 1,200,000	$ 1,565,000	$ 1,264,995	$ 1,200,000	$ 1,200,000
TRANSFER FROM CAPITAL RESERVE	-	-	-	-	-
TRANSFER FROM OTHER FUNDS	-	-	75,000	-	-
MISCELLANEOUS REVENUE	-	43,500	-	-	-
TOTAL	**$ 1,200,000**	**$ 1,608,500**	**$ 1,339,995**	**$ 1,200,000**	**$ 1,200,000**

SUMMARY OF EXPENSES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
CAPITAL IMPROVEMENT	$ 1,161,178	$ 1,433,534	$ 1,886,161	$ 1,200,000	$ 1,200,000
OTHER EXPENSES	28,493	3,432	(485,989)	-	-
TRANSFER TO OTHER FUNDS	62,660	110,000	-	-	-
TOTAL	**$ 1,189,671**	**$ 1,436,966**	**$ 1,400,172**	**$ 1,200,000**	**$ 1,200,000**

HEALTH FUND
FOR FISCAL YEAR 2027 BUDGET

The Health Fund is used to account for the administration of the City's health insurance program.

SUMMARY OF REVENUES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
CITY CONTRIBUTION	$ 8,765,425	$ 12,141,320	$ 11,397,973	$ 11,582,428	$ 13,324,479
OTHER AGENCIES	827,762	827,518	518,305	1,103,731	1,103,731
RETIREE CONTRIBUTIONS	1,440,314	1,614,872	1,667,036	1,327,544	1,327,544
OTHER REVENUES	10,674	4,092	4,298	4,246	4,246
INSURANCE COMPANY REFUND/REIMB	-	-	1,142,225	240,000	240,000
APPROPRIATED FUND BALANCE	-	-	-	642,051	-
TOTAL	**$ 11,044,175**	**$ 14,587,802**	**$ 14,729,837**	**$ 14,900,000**	**$ 16,000,000**

SUMMARY OF EXPENSES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
CITY CLAIMS	$ 9,815,538	$ 11,443,099	$ 13,449,531	$ 12,051,801	$ 10,852,852
LIBRARY CLAIMS	137,926	166,639	208,589	230,602	230,602
CVA CLAIMS	49,733	61,307	118,940	58,218	58,218
HOUSING AUTHORITY CLAIMS	449,870	483,848	452,677	896,878	896,878
AIRPORT CLAIMS	33,653	40,310	41,096	22,521	22,521
RETIREE CLAIMS	1,254,858	1,484,249	1,596,153	1,177,015	1,177,015
OTHER EXPENSES	210,310	11,664	1,375,492	462,965	2,761,914
TOTAL	**$ 11,951,888**	**$ 13,691,116**	**$ 17,242,478**	**$ 14,900,000**	**$ 16,000,000**

VEHICLE REPLACEMENT FUND (VRF)
FOR FISCAL YEAR 2027 BUDGET

The Vehicle Replacement Fund accounts for monies to fund the City's capital budget, for the replacement of vehicles. All vehicles/equipment maintained by the Fleet Maintenance Division of the Public Works Department are considered under this fund. This fund minimizes fluctuations in the annual budget for vehicle expenditures and establishes a manageable replacement cycle.

SUMMARY OF REVENUES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
SALE OF PROPERTY	$ 487,832	$ 596,977	$ 126,344	$ -	$ -
OTHER REVENUES	34,478	248,866	34,478	152,281	261,341
TRANSFER FROM CITY DEPARTMENTS	4,066,599	4,577,254	4,877,254	3,449,127	4,898,659
TRANSFER FROM GENERAL FUND	-	-	-	-	-
TRANSFER FROM OTHER FUNDS	-	-	401,732	-	-
TOTAL	**$ 4,588,909**	**$ 5,423,097**	**$ 5,439,808**	**$ 3,601,408**	**$ 5,160,000**

SUMMARY OF EXPENSES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
OPERATING	$ 2,984,086	$ 3,302,463	$ 3,705,080	$ -	$ -
CAPITAL EQUIPMENT	5,577,489	5,288,909	6,672,011	3,601,408	5,160,000
GAAP	-	538,670	-	-	-
TRANSFER TO OTHER FUNDS	-	538,670	-	-	-
TOTAL	**$ 2,984,087**	**$ 4,381,761**	**$ 3,707,925**	**$ 3,601,408**	**$ 5,160,000**

CAPITAL RESERVE FUND
FOR FISCAL YEAR 2027 BUDGET

Capital Reserve Fund is a fund established to set aside and appropriate current funding to future capital projects. Routinely, the Council has transferred unassigned fund balance from the General Fund above the 25% Fund Balance policy into the Capital Reserve Fund to fund specifically identified projects as approved by Council.

SUMMARY OF REVENUES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
INVESTMENT EARNINGS	$ 64,700	$ 85,884	$ 57,583	$ -	$ -
RESTRICTED INTERGOVERNMENTAL	-	5,000,000	-	-	-
TRANSFER FROM GENERAL FUND	-	-	-	-	-
APPROPRIATED FUND BALANCE	-	-	-	-	-
TOTAL	**$ 64,700**	**$ 5,085,884**	**$ 57,583**	**$ -**	**$ -**

SUMMARY OF EXPENSES	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
TRANSFER TO GENERAL FUND	$ -	$ -	$ -	$ -	$ -
TRANSFER TO CAPITAL PROJECT FUND	1,250,000	-	-	-	-
TRANSFER TO OTHER FUNDS	-	-	5,000,000	-	-
TOTAL	**$ 1,250,000**	**$ -**	**$ 5,000,000**	**$ -**	**$ -**

CITY MANAGED FUNDS & INDEPENDENT AGENCIES
FOR FISCAL YEAR 2027 BUDGET

AGENCY	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED
CITY MANAGED FUNDS	$ 155,346,278	$ 168,736,900	$ 178,935,433	$ 177,904,145	$ 194,967,648
GREENVILLE UTILITIES COMMISSION	279,309,810	289,671,654	301,686,383	314,107,956	330,017,054
CONVENTION & VISITORS AUTHORITY	1,657,344	1,466,955	1,933,574	2,223,146	2,355,623
SHEPPARD MEMORIAL LIBRARY	2,493,521	2,522,924	2,703,233	2,994,650	3,110,699
TOTAL ALL FUNDS	**$ 438,806,953**	**$ 462,398,433**	**$ 485,258,623**	**$ 497,229,897**	**$ 530,451,024**

BUDGET COMPARISON FOR CITY MANAGED FUNDS & INDEPENDENT AGENCIES FOR FISCAL YEAR 2027 BUDGET

FUND	2023 ACTUAL	2024 ACTUAL	2025 ACTUAL	2026 ORIGINAL	2027 PROPOSED	INC/ (DEC)
GENERAL	$ 104,802,899	$ 111,503,437	$ 117,710,947	$ 118,864,369	$ 124,009,648	4.33%
DEBT SERVICE	6,285,268	6,471,125	5,264,518	$ 6,471,125	$ 7,360,000	13.74%
PUBLIC TRANSPORTATION (TRANSIT)	2,965,770	3,269,836	3,723,743	$ 3,269,836	$ 5,640,000	72.49%
FLEET MAINTENANCE	6,244,530	6,404,723	7,114,665	$ 6,404,723	$ 7,970,000	24.44%
SANITATION	8,518,206	8,923,159	9,262,683	$ 8,923,159	$ 12,278,000	37.60%
STORMWATER	7,037,053	11,175,309	10,024,372	$ 11,175,309	$ 11,400,000	2.01%
HOUSING	2,054,247	1,931,466	1,924,354	$ 1,087,779	$ -	-100.00%
INSPECTION FUND			1,557,273	$ 1,900,000	$ 2,200,000	15.79%
HEALTH INSURANCE	11,951,888	13,667,788	17,244,781	$ 13,667,788	$ 16,000,000	17.06%
OCCUPANCY TAX FUND					$ 750,000	
VEHICLE REPLACEMENT	2,984,087	3,843,091	3,707,925	$ 3,843,091	$ 5,160,000	34.27%
FACILITIES IMPROVEMENT	1,252,331	1,546,966	1,400,172	$ 1,546,966	$ 1,200,000	-22.43%
CAPITAL RESERVE	1,250,000	-	-	$ -	$ -	
TOTAL CITY MANAGED FUNDS	**$ 155,346,278**	**$ 168,736,900**	**$ 178,935,433**	**$ 177,154,145**	**$ 193,967,648**	**9.49%**
GREENVILLE UTILITIES COMMISSION	$ 279,309,810	$ -	$ 289,671,654	$ 301,686,383	$ 314,107,956	4.12%
CONVENTION & VISITORS AUTHORITY	$ 1,657,344	$ 0	$ 1,466,955	$ 1,933,574	$ 2,223,146	14.98%
SHEPPARD MEMORIAL LIBRARY	$ 2,493,521	$ 2,703,233	$ 2,522,924	$ 2,703,233	$ 2,994,650	10.78%
TOTAL INDEPENDENT AGENCIES	**$ 283,460,675**	**$ 2,703,233**	**$ 293,661,533**	**$ 306,323,190**	**$ 319,325,752**	**4.24%**
TOTAL ALL FUNDS	**$ 438,806,953**	**$ 171,440,133**	**$ 472,596,966**	**$ 483,477,335**	**$ 513,293,400**	**6.17%**

City of Greenville, North Carolina

Meeting Date: 05/11/2026

Title of Item: Budget Ordinance (#10) Amending the 2025-26 General Fund (Ordinance #25-020) and the Special Revenue Grant Fund (Ordinance #11-003)

Explanation: Attached for consideration at the May 11, 2026, City Council meeting is Budget Ordinance (#10) Amending the 2025-26 General Fund (Ordinance #25-020) and the Special Revenue Grant Fund (Ordinance #11-003).

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

Item	Justification	Funds Amended	Net Adjustment
A	Recognition of surplus revenue and reallocation of funds to support continued operations for General Fund departments to meet service obligations	General Fund	$440,000
B	Appropriation of General Fund, Fund Balance for the purposes of supporting necessary repairs to the Arlington Boulevard railroad crossing	General Fund	199,263
C	Recognition of the 2025 Byrne Justice Assistance Grant (JAG) Award	Special Revenue Grant Fund	27,760
D	Recognition of additional Sales Tax revenue to support Small Business Assistance Grants	General Fund	100,000

Fiscal Note: The Budget Ordinance Amendment affects the following funds:

Fund	2025-26 Revised Budget	Amendment #10	2025-26 Budget per Amend #10
General	$125,552,604	$739,263	$126,291,867
Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	7,721,189	-	7,721,189
Fleet Maintenance	6,745,000	-	6,745,000
Sanitation	15,463,480	-	15,463,480
Stormwater	12,824,595	-	12,824,595
Inspections	1,900,000	-	1,900,000
Sports Tourism & Complex	500,000	-	500,000
Housing	5,464,034	-	5,464,034
Affordable Housing	4,803,600	-	4,803,600
Health Insurance	14,991,217	-	14,991,217
Vehicle Replacement	6,774,351	-	6,774,351
Facilities Improvement	1,856,490	-	1,856,490
Special Revenue Grants	22,044,625	27,760	22,072,385
Public Works Capital Projects	6,149,225	-	6,149,225
Recreation & Parks Capital Projects	33,580,276	-	33,580,276
Community Development Capital Projects	19,970,634	-	19,970,634
Occupancy Tax	2,250,000	-	2,250,000
Engineering Capital Projects	73,343,025	-	73,343,025
Fire/Rescue Capital Projects	12,317,183	-	12,317,183
Capital Project Management Fund	15,407,000	-	15,407,000
Donations	642,727	-	642,727
Enterprise Capital Projects	41,209,181	-	41,209,181
IT Capital Projects Fund	3,820,991	-	3,820,991
Capital Reserve Fund	1,000,000	-	1,000,000
Pitt-Greenville Convention and Visitors Authority (CVA)	2,363,146	-	2,363,146
ARPA Fund	24,687,811	-	24,687,811
Opioid Settlement Fund	615,288	-	615,288

Recommendation: Budget Ordinance (#10) Amending the 2025-26 General Fund (Ordinance #25-020) and the Special Revenue Grant Fund (Ordinance #11-003).

ATTACHMENTS

BA26-10.pdf

ORDINANCE NO. 26-
CITY OF GREENVILLE, NORTH CAROLINA

Budget Ordinance (#10) Amending the 2025-26 General Fund (Ordinance #25-020) and the Special Revenue Grant Fund (Ordinance #11-003).

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 Amendment #10					
	2025-26 Revised Budget	A.	B.	D.	Total Amend #10	2025-26 Budget per Amend #10
ESTIMATED REVENUES						
Property Tax	$ 46,665,522	$ -	$ -	$ -	$ -	$ 46,665,522
Sales Tax	30,512,904	-	-	100,000	100,000	30,612,904
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	-	-	-	-	1,803,631
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	4,300,199	-	-	-	-	4,300,199
Rescue Service Transport	4,758,234	440,000	-	-	440,000	5,198,234
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	-	-	-	-	9,053,691
Appropriated Fund Balance	7,893,235	-	199,263	-	199,263	8,092,498
Transfer from Other Funds	-	-	-	-	-	-
Total Revenues	$ 125,552,604	$ 440,000	$ 199,263	$ 100,000	$ 739,263	$ 126,291,867
APPROPRIATIONS						
Mayor/City Council	$ 649,021	$ -	$ -	$ -	$ -	$ 649,021
City Manager	4,141,501	50,000	-	-	50,000	4,191,501
City Clerk	429,795	-	-	-	-	429,795
City Attorney	838,519	50,000	-	-	50,000	888,519
Human Resources	4,355,243	-	-	-	-	4,355,243
Information Technology	5,292,945	-	-	-	-	5,292,945
Engineering	7,138,507	-	-	-	-	7,138,507
Fire/Rescue	23,712,113	-	-	-	-	23,712,113
Financial Services	4,240,521	40,000	-	-	40,000	4,280,521
Recreation & Parks	11,066,653	(250,000)	-	-	(250,000)	10,816,653
Police	34,744,550	300,000	-	-	300,000	35,044,550
Public Works	8,868,810	-	199,263	-	199,263	9,068,073
Planning & Development	1,850,302	-	-	-	-	1,850,302
Neighborhood & Business Services	2,205,107	-	-	100,000	100,000	2,305,107
Project Management	444,626	250,000	-	-	250,000	694,626
OPEB	700,000	-	-	-	-	700,000
Contingency	30,000	-	-	-	-	30,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	(1,950,887)
Total Appropriations	$ 108,757,325	$ 440,000	$ 199,263	$ 100,000	$ 739,263	$ 109,496,588
OTHER FINANCING SOURCES						
Transfers to Other Funds	$ 16,795,279	$ -	$ -	$ -	$ -	$ 16,795,279
Total Other Financing Sources	$ 16,795,279	$ -	$ -	$ -	$ -	$ 16,795,279
Total Approp & Other Fin Sources	$ 125,552,604	$ 440,000	$ 199,263	$ 100,000	$ 739,263	$ 126,291,867

Section II: 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 Revised Budget	C.	Total Amend #10	2025-26 Budget per Amend #10
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	$ 17,902,981	$ 27,760	$ 27,760	$ 17,930,741
CARES Act Funding	1,526,923	-	-	1,526,923
Transfer From General Fund	2,131,174	-	-	2,131,174
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	48,235	-	-	48,235
Other Income	407,893	-	-	407,893
Total Revenues	$ 22,044,625	$ 27,760	$ 27,760	$ 22,072,385
APPROPRIATIONS				
Personnel	$ 2,319,850	$ -	$ -	$ 2,319,850
Operating	5,332,354	-	-	5,332,354
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
Justice Assistance Grant 2025	-	27,760	27,760	27,760
Project Lucky - Job Creation Grant	100,000	-	-	100,000
Energy Efficient Conservation Block Grant	146,850	-	-	146,850
Assistance to Fire Fighters Grant	404,438	-	-	404,438
USAR	188,000	-	-	188,000
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	1,402,214	-	-	1,402,214
Governor's Highway Safety Program	57,500	-	-	57,500
Assistance to Fire Fighters Grant - 24	770,809	-	-	770,809
COPS Community Policing Development 2025	1,248,473	-	-	1,248,473
Opioid Settlement Trust	10,079	-	-	10,079
Total Appropriations	$ 22,044,625	$ 27,760	$ 27,760	$ 22,072,385

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

Adopted this 11th day of May, 2026

_____
P. J. Connelly, Mayor

ATTEST:

_____
Valerie P. Shiuwegar, City Clerk

City of Greenville,
North Carolina

Meeting Date: 05/11/2026

Title of Item:	Presentation Providing Analysis of Philadelphia ICE Policies and Comparative Analysis for North Carolina Local Governments
Explanation:	City staff was directed by City Council to provide a presentation outlining the Philadelphia model response for ICE enforcement and its feasibility under North Carolina Law.
Fiscal Note:	There is no fiscal impact.
Recommendation:	Receive staff presentation and provide feedback.