



## **Agenda**

### **Greenville City Council**

**October 6, 2025**

**6:00 PM**

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

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

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**I. Call Meeting To Order**

**II. Invocation - Mayor P.J. Connelly**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

**VI. Special Recognitions**

1. Greenville Utilities Commission's Environmental Initiatives

**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. Resolution Approving an Interlocal Agreement with Pitt County Sheriff's Office for Shared Cost of the Sally Port Roll-Up Doors and Fingerprint Machine
3. Resolution Declaring 32 Vehicles and Equipment as Surplus and Authorization to Purchase 32 Replacement Vehicles and Equipment for Various City Departments
4. Authorization to Accept U.S. Department of Homeland Security Assistance to Firefighters Grant to Purchase Defibrillators and Thermal Imaging Cameras and Provide Technical Rescue Training for Fire/Rescue
5. Resolution Authorizing "Opt In" to New Opioid Settlements with Purdue and Secondary Opioid Manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus)

**IX. New Business**

6. Public Art Request - Dickinson Avenue Sculptures
7. Budget Ordinance Amendment #3 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Capital Project Management Fund (Ordinance #24-040), Sanitation Fund (Ordinance #25-020), and Housing Fund (Ordinance #24-038)

**X. Review of October 9, 2025, City Council Agenda**

**XI. City Manager's Report**

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

**XIII. Adjournment**



## City of Greenville, North Carolina

Meeting Date: 10/06/2025

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**Title of Item:** Resolution Approving an Interlocal Agreement with Pitt County Sheriff's Office for Shared Cost of the Sally Port Roll-Up Doors and Fingerprint Machine

**Explanation:** The Greenville Police Department (GPD) requests to renew an interlocal agreement with the Pitt County Sheriff's Office (PCSO) for the shared use and maintenance of the fingerprint machine and sally port roll-up doors at the Pitt County Detention Center. A copy of the proposed agreement is attached, outlining the responsibilities and expectations of both parties.

This agreement provides critical operational and safety benefits. By renewing the agreement, GPD officers will continue to have access to PCSO's fingerprint machine and to the secure, controlled entry point through the sally port roll-up doors. These facilities are essential to the safe and efficient transfer of individuals into custody.

The sally port roll-up doors provide a secure, monitored area that allows officers to quickly and safely enter the detention facility without having to escort arrestees across open parking areas. This minimizes risk to both officers and detainees, while improving the overall security of the transfer process.

Continued partnership with PCSO allows both agencies to maximize existing resources and maintain high standards for public safety.

**Fiscal Note:** The estimated annual cost to the City under the proposed interlocal agreement with the Pitt County Sheriff's Office is \$1,823.50 for 50% of the fingerprint machine's maintenance fee. The City also agrees to reimburse 50% of any additional costs related to the fingerprint machine and up to \$3,000 per fiscal year for 50% of the costs related to the sally port roll-up doors.

**Recommendation:** Approve the resolution authorizing the interlocal agreement with the Pitt County Sheriff's Office for the use of the Sally Port Roll-Up Doors and Fingerprint Machine.

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### ATTACHMENTS

☐ [1206918 - Resolution--COG-Pitt Co.-PCSO--2025-2026 Agreement for Shared Cost of the Sally Port Roll-Up Doors and Fingerprint Machine at the Pitt County Detention Center - 1 - COG.DOCX](#)

☐ **1206916 - PCSO-COG--2025-2026--Agreement for Shared Cost of the Sally Port Roll-Up  
Doors and Fingerprint Machine at the Pitt County Detention Center - 1 - COG.DOCX**

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

RESOLUTION OF THE GREENVILLE CITY COUNCIL TO AUTHORIZE AND APPROVE  
AN INTERLOCAL AGREEMENT WITH THE COUNTY OF PITT AND THE PITT  
COUNTY SHERIFF'S OFFICE ENTITLED: 2025-2026 AGREEMENT FOR SHARED COST  
OF THE SALLY PORT ROLL-UP DOORS AND FINGERPRINT MACHINE AT THE PITT  
COUNTY DETENTION CENTER

**WHEREAS**, Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes authorizes the City of Greenville (the "City"), the County of Pitt (the "County"), and the Pitt County Sheriff's Office ("PCSO") to enter into contracts or agreements with each other in order to execute any undertaking including any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

**WHEREAS**, the City, the County, and the PCSO desire to enter into that certain 2025-2026 Agreement for Shared Cost of the Sally Port Roll-Up Doors and Fingerprint Machine at the Pitt County Detention Center so as to facilitate a partnership between the parties to provide reasonable cost sharing regarding the two large automatic, mechanized, remote controlled roll-up style doors located in the sally-port area of the Pitt County Detention Center (the "PCDC") and the IDEMIA LiveScan Fingerprint machine located at the PCDC; and

**WHEREAS**, a copy of said 2025-2026 Agreement for Shared Cost of the Sally Port Roll-Up Doors and Fingerprint Machine at the Pitt County Detention Center is incorporated by reference herein as if fully set forth herein; and

**WHEREAS**, N.C.G.S. § 160A-461 provides that an interlocal agreement shall be ratified by resolution of the governing body of each unit spread upon its minutes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Greenville that the herein referenced 2025-2026 Agreement for Shared Cost of the Sally Port Roll-Up Doors and Fingerprint Machine at the Pitt County Detention Center by and between the City of Greenville, the County of Pitt, and the Pitt County Sheriff's Office be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute the same on behalf of the City.

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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

1206918

**STATE OF NORTH CAROLINA  
COUNTY OF PITT**

**2025-2026**  
**AGREEMENT FOR SHARED COST OF THE SALLY PORT ROLL-UP DOORS AND**  
**FINGERPRINT MACHINE AT THE PITT COUNTY DETENTION CENTER**

This 2025-2026 Agreement for Shared Cost of the Sally Port Roll-Up Doors and Fingerprint Machine at the Pitt County Detention Center, which is an interlocal agreement in accordance with Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes (“Agreement”) is made, entered into, and is effective on August 4, 2025, by and between the Pitt County Sheriff’s Office (the “PCSO”) and the City of Greenville, a municipal corporation in the State of North Carolina, which includes its police department, the Greenville Police Department (“GPD”) (collectively the “City”). PCSO and the City are collectively referred to herein as the “Parties” and individually as a “Party.”

**WITNESSETH:**

**WHEREAS**, the PCSO operates the Pitt County Detention Center (“PCDC”), which houses, among others, individuals arrested by law enforcement agencies within Pitt County.

**WHEREAS**, prior to entering the interior portions of PCDC, all law enforcement officers with arrestees must access and traverse through a secured, controlled access, and monitored sally port area. Entry and exit into the PCDC sally port area is achieved by either of two methods: 1) law enforcement officers enter the outer perimeter gates of the PCDC, park their authorized vehicles in the designated PCDC parking lot, escort their arrestees across the PCDC parking lot to the outer perimeter of the sally port area, enter the sally port area by way of an outside code access entry/exit door, traverse the interior portion of the sally port area, and then proceed to the interior portions of the PCDC or 2) law enforcement officers call ahead to the PCDC, and upon arrival, enter and exit the PCDC sally port area by way of two large automatic, mechanized, remote controlled roll-up style doors (“the Doors”), which allows authorized vehicles to be securely driven into and parked in the enclosed sally port area, thereby negating the need for officers and arrestees to walk across the less secured parking lot and eliminating officers’ and arrestees’ exposure to foul weather such as rain, sleet, or snow; while at the same time increasing safety and decreasing escapes.

**WHEREAS**, the Parties recognize that arrestees may become combative and/or otherwise present safety risks suddenly and without warning. Use of the Doors is particularly advantageous when law enforcement officers must transport and deliver combative arrestees to the care, custody, and control of PCDC or at other times when parking authorized vehicles in the parking lot, walking an arrestee through the parking lot, and accessing the sally port through the entry/exit door into PCDC may pose a safety risk or is otherwise not practicable.

**WHEREAS**, the City has determined that, for its officers’ safety, it desires to use the Doors whenever GPD officers are accessing the PCDC sally port area and delivering arrestees into the

care, custody, and control of PCDC officers.

**WHEREAS**, the Parties acknowledge that GPD's increased use of the Doors will put additional strain on the Doors and that this increased strain and wear and tear will increase the costs to the County of Pitt and the PCSO associated with maintaining the Doors.

**WHEREAS**, pursuant to N.C.G.S. § 15A-502, arresting law enforcement agencies must obtain fingerprints of arrestees charged with certain crimes for submission to the North Carolina State Bureau of Investigation (the "SBI").

**WHEREAS**, since 1987, IDEMIA has been the sole provider of the Automated Fingerprint Identification System ("AFIS") used by the SBI. The IDEMIA LiveScan system uses the same AFIS quality checking algorithms to ensure that users submit the highest-quality prints to the SBI.

**WHEREAS**, The PCSO owns and maintains at its expense an IDEMIA LiveScan Fingerprint machine (the "Machine") in the booking area of PCDC.

**WHEREAS**, the PCSO will pay IDEMIA an annual maintenance fee of \$3,647.00 for operational costs of the Machine;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

### **AGREEMENT**

1. **Prior Agreements.** Without penalty to or obligation by either Party, this Agreement shall serve as a termination of and shall fully supplant any and all previous and existing cost-sharing or reimbursement agreements between the Parties regarding either or both the Doors and/or the Machine. The terms expressed in this Agreement constitute the entire agreement between the Parties and there are no other agreements whether oral, written, expressed or implied.

2. **Term.** The term of this Agreement shall be from August 4, 2025 through and including August 4, 2026 and shall be considered an immediate and uninterrupted extension of any existing agreement entered into by the Parties regarding the Doors and the Machine.

3. **Shared Use.** The PCSO has agreed to allow GPD access to and use of the Machine. PCSO shall also allow full access to the sally port and use of the Doors at the PCDC, as needed by GPD.

4. **Maintenance Fee of the Machine.** The City will pay PCSO half of the annual maintenance fee of the Machine for a total of \$1,823.50 within 30 days of invoice.

5. **Cost Reimbursement.** In exchange for joint access to the Machine as herein contemplated, the City agrees to reimburse the PCSO 50% of any costs the PCSO incurs related to the Machine during the term of this Agreement. Should PCSO incur costs related to the Doors

during the term of this Agreement, GPD shall reimburse PCSO for 50% of said costs to the extent that said cost reimbursement will not exceed \$3,000.00 during the fiscal year (July 1 to June 30).

6. **Invoices.** The PCSO agrees to submit all invoices for reimbursement arising from this Agreement, to include the Doors, and the PCSO's proof of payment to GPD within 30 days of paying such cost. GPD agrees to pay each invoice within 30 days of receipt.

7. **Termination.** Either Party may terminate this Agreement with or without cause by giving the other Party 30 days' written notice as herein provided.

8. **Miscellaneous Provisions.**

- A. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of North Carolina. The Parties agree that the exclusive venue for the bringing of any action concerning this Agreement shall be in the state courts having jurisdiction in Pitt County, North Carolina.
- B. The failure of either Party to enforce any term of this Agreement on one or more occasions will not constitute a waiver of the rights or remedies of either Party to enforce that or any other term of this Agreement on any other occasion.
- C. This Agreement may only be modified in a writing signed by all Parties.
- D. **Disclaimer.** Notwithstanding anything in this Agreement to the contrary, the City agrees that PCSO makes no warranties or representations as to the Machine or its operation. PCSO hereby disclaims all implied warranties including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and implied warranties arising from or relating to a course of dealing or usage of trade. PCSO shall have no liability for damages relating to any alleged defect in the Machine.
- E. **Machine Malfunctions.** The City acknowledges that the Machine may unexpectedly malfunction and/or need repairs, leaving the Machine inoperable for a period of time as a result. Accordingly, and notwithstanding any other provision of this Agreement, the Parties agree that each Party remains solely, independently responsible for that Party's compliance with all applicable state and federal laws, including but not limited to N.C.G.S. § 15A-501, *et. seq.*
- F. **Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party and each of its officers (elected and non-elected), employees, agents, representatives, and assigns from and against any and all claims, demands, damages, losses, lawsuits,



and other proceedings, judgments, causes of action, liabilities, civil penalties, and charges, costs, and expenses, including without limitation reasonable attorneys' fees that arise or may arise from, or are in any way related to, each Party's use of the Machine or this Agreement.

- G. Relationship. Nothing in this Agreement and no course of dealing between the Parties shall be construed to imply any employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and another Party's employees or agents. No Party has the authority to bind the other, to incur any liability, or otherwise act on behalf of the other.
- H. E-Verify Requirements. Each Party shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if any Party utilizes a subcontractor, the Party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Each Party represents that it, and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- I. Notice. Notice, when required to be given in accordance with this Agreement, shall be by certified mail, addressed as follows:

**For PCSO:**

Julia Petrasso  
In-House Counsel  
Pitt County Sheriff's Office  
100 West Third Street  
Greenville, NC 27835

P.O. Box 528  
Greenville, NC 27835

**For GPD:**

Richard A. Tyndall  
Chief of Police  
Greenville Police Department  
500 South Greene Street  
Greenville, NC 27834

P.O. Box 7207  
Greenville, NC 27835-7207

**With Copy to:**

City Attorney  
City of Greenville  
200 West Fifth Street  
Greenville, NC 27834

P.O. Box 7207  
Greenville, NC 27835-7207

- J. This Agreement shall not be assignable by either Party without the express, written consent of the other.

- K. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- L. 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 Chapter 66 of the North Carolina General Statutes, 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, email 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 executed this Agreement as indicated by the signatures of their authorized representatives.

[The Remainder of this Page is Left Blank Intentionally]

[Signatures Begin on Next Page]

**PITT COUNTY  
BOARD OF COMMISSIONERS**

**OFFICE OF THE PITT COUNTY SHERIFF**

By: \_\_\_\_\_  
Name: Benji Holloman  
Title: Chairman

By: \_\_\_\_\_  
Name: Paula S. Dance  
Title: Sheriff of Pitt County

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
R. Matthew Gibson, County Attorney

The undersigned certifies that this instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[The Signature Pages Continue on Next Page]

**CITY OF GREENVILLE**

**GREENVILLE POLICE DEPARTMENT**

By: \_\_\_\_\_  
Name: P. J. Connelly  
Title: Mayor

By: \_\_\_\_\_  
Name: Richard A. Tyndall  
Title: Chief of Police

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel D. McGirt, City Attorney

**CITY OF GREENVILLE: PRE-AUDIT CERTIFICATION:**

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

\_\_\_\_\_  
Jacob Joyner, Director of Financial Services

Date: \_\_\_\_\_

Account Number \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

1206916

[End of Document]



# City of Greenville, North Carolina

**Meeting Date: 10/06/2025**

**Title of Item:** Resolution Declaring 32 Vehicles and Equipment as Surplus and Authorization to Purchase 32 Replacement Vehicles and Equipment for Various City Departments

**Explanation:** The Public Works Department has determined that the 32 vehicles/equipment listed below are surplus after being replaced. The vehicles/equipment will be removed from the fleet, and staff is requesting that City Council declare these items as surplus and authorize the sale of the vehicles via GovDeals, the City's online auction service. All assets are obsolete, experiencing multiple repairs, and/or beyond their useful lives.

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

ASSET 3	YEAR	MANUFACTURER	MODEL	SERIAL NUMBER	DESCRIPTION
10017	2016	CASE	580SN	JJGN58SNEGC732365	BACKHOE
10019	2016	FORD	TAURUS-PD 1	1FAHP0MT9GG109319	SEDAN
10023	2016	FORD	EXPLORER-PD	1FM5K8AT1GGC51839	SUV
10040	2016	HUSTLER	X128VAN54	15026296	MOWER
10065	2017	PETERBILT	220	3BPPHM7X6HF591384	SWEEPER
10089	2017	FORD	F150	1FTFX1CG1HKC14032	PICKUP TRUCK
10096	2017	FORD	EXPLORER-PD	1FM5K8AT2HGB34479	SUV
10099	2017	FORD	EXPLORER-PD	1FM5K8AT7HGB34560	SUV
10110	2017	FORD	ESCAPE-SE	1FMCU9GD5HUC04016	SUV
10124	2017	FORD	EXPLORER-PD	1FM5K8A51HGB73046	SUV
10131	2016	FORD	TAURUS-PD I	1FAHP2MT3GG150948	SEDAN
10152	2017	FORD	EXPLORER-PD	1FM5K8ATXHGD25339	SUV
10211	2018	FORD	F150	1FTEW1PG0JKE50170	PICKUP TRUCK
6404	2005	CHEVROLET	SILVERADO-1500	1GCEC14T65E274224	PICKUP TRUCK
6630	2006	CHEVROLET	POLICE SEDAN	2G1WS551469400184	SEDAN
6663	2007	CHEVROLET	SILVERADO-1500	1GCEC14C57Z563641	PICKUP TRUCK
6699	2008	FORD	F250-XL 4X4	1FTNF21548EB24457	PICKUP TRUCK
6703	2008	FORD	F250-XL	1FTSX21588EB66582	PICKUP TRUCK

6924	2009	TOYOTA	HIGHLANDER-FWD	JTEEW41AX92036942	SUV
6975	2010	FORD	ESCAPE-HYBRID	1FMCU4K37AKC03954	SUV
70140	2008	GILLIG	TRANSITLINER-G2	15GGB271581079506	BUS
7023	2011	FORD	F250-XL	1FTBF2A69BEB95964	PICKUP TRUCK
7026	2010	FORD	F150-XL	1FTNF1CV1AKE34970	PICKUP TRUCK
7085	2011	FORD	F150-XL	1FTVX1CF2BKD31712	PICKUP TRUCK
8033	2012	FORD	F350-XL	1FD8W3C6XCEA45291	PICKUP TRUCK
8083	2013	FORD	TAURUS-PD I	1FAHP2MT2DG126961	SEDAN
8098	2013	FORD	ESCAPE-SE	1FMCU0GX4DUB24724	SUV
8104	2013	FORD	F150-XL	1FTFX1CT7DKD29287	PICKUP TRUCK
8111	2013	INTERNATIONAL	7300	1HTWAAAR3DJ350512	DUMP TRUCK
8121	2012	FORD	F550-XL	1FD0W5GT8CEC99168	DUMP TRUCK
8191	2014	FORD	TAURUS-PD I	1FAHP2MT5EG131654	SEDAN
8210	2014	INTERNATIONAL	7300	1HTWAAAR2EH061419	DUMP TRUCK

The Public Works Department is requesting the purchase of 32 replacement vehicles and/or equipment for various City departments at a cost of \$2,608,000.00. The replacement vehicles/equipment will be funded utilizing monies available in the FY 2026 Vehicle Replacement Funds. These vehicles and equipment have met the replacement criteria set by the City Replacement program. These items will be purchased through the following contracts:

NC-Department of Administration Contracts, NC Sheriff's Association Contracts, Sourcwell Contracts, and Bid Procurement/Bid Request for Departments/Divisions:

Building & Grounds:

- (1) Ford F-550 Dump Truck – Replacing #8121
- (1) Scag Mower 54" – Replacing #10040

Fire / Rescue:

- (2) Ford F-150 Crew Cab – Replacing #s 6924 and 6703

Inspections:

- (2) Ford Bronco Sports – Replacing #s 8098 and 6975

Recreation & Parks:

- (4) Ford F-150 Pickups – Replacing #s 6663, 7085, 6404, and 7026

Police:

- (10) Ford Explorer SUVs – Replacing #'s 10023, 8191, 8083, 10096, 10110, 10131, 10099, 10019, 10124, and 10152
- (2) Ford F-150 Pickups – Replacing #'s 10211 and 10089
- (1) Ford F-350 Pickup – Replacing # 6630
- (1) Ford Transit Cargo – Replacing # 6699

Street Storm Water:

- (2) Ford F-150 Pickups – Replacing #s 7023 and 8104
- (1) Ford F-350 Utility Body – Replacing # 8033
- (1) Bucher V65h Street Sweeper – Replacing #10065

Street:

- (2) International HV Dump Trucks – Replacing #s 8210 and 8111
- (1) Caterpillar 420 XE Backhoe – Replacing # 10017

Transit:

- (1) Gillig Transitliner Low Floor – Replacing # 70-140

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

**Fiscal Note:**

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

General Fund: \$2,047,000.00

Storm Water Fund: \$561,000.00

**Recommendation:**

City Council (1) approve the resolution declaring the 32 vehicles/equipment being replaced as surplus and authorizing the Financial Services Manager to proceed with the sale of the vehicles via electronic auction and (2) authorize the purchase of the 32 vehicles/equipment as listed using the Vehicle Replacement Fund.

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ATTACHMENTS

- ☐ [COG-#1208287-v1-RESOLUTION\\_VRF\\_-\\_OCT\\_2025.docx](#)
- ☐ [FY26 VRF Attachment.pdf](#)

RESOLUTION NO. \_\_\_\_\_ - 25  
RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS  
AND AUTHORIZING ITS DISPOSITION BY ELECTRONIC AUCTION

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

Asset #	Year	Manufacturer	Model	Serial Number	Description
10017	2016	CASE	580SN	JJGN58SNEGC732365	BACKHOE
10019	2016	FORD	TAURUS-POLICE I	1FAHP0MT9GG109319	SEDAN
10023	2016	FORD	EXPLORER-POLICE	1FM5K8AT1GGC51839	SUV
10040	2016	HUSTLER	X128VAN54	15026296	MOWER
10065	2017	PETERBILT	220	3BPPHM7X6HF591384	SWEEPER
10089	2017	FORD	F150	1FTFX1CG1HKC14032	PICKUP TRUCK
10096	2017	FORD	EXPLORER-POLICE	1FM5K8AT2HGB34479	SUV
10099	2017	FORD	EXPLORER-POLICE	1FM5K8AT7HGB34560	SUV
10110	2017	FORD	ESCAPE-SE	1FMCU9GD5HUC04016	SUV
10124	2017	FORD	EXPLORER-POLICE	1FM5K8A51HGB73046	SUV
10131	2016	FORD	TAURUS-POLICE I	1FAHP2MT3GG150948	SEDAN
10152	2017	FORD	EXPLORER-POLICE	1FM5K8ATXHGD25339	SUV
10211	2018	FORD	F150	1FTEW1PG0JKE50170	PICKUP TRUCK
6404	2005	CHEVROLET	SILVERADO-1500	1GCEC14T65E274224	PICKUP TRUCK
6630	2006	CHEVROLET	POLICE SEDAN	2G1WS551469400184	SEDAN
6663	2007	CHEVROLET	SILVERADO-1500	1GCEC14C57Z563641	PICKUP TRUCK
6699	2008	FORD	F250-XL 4X4	1FTNF21548EB24457	PICKUP TRUCK
6703	2008	FORD	F250-XL	1FTSX21588EB66582	PICKUP TRUCK
6924	2009	TOYOTA	HIGHLANDER-FWD	JTEEW41AX92036942	SUV
6975	2010	FORD	ESCAPE-HYBRID	1FMCU4K37AKC03954	SUV
70140	2008	GILLIG	TRANSITLINER-G2	15GGB271581079506	BUS
7023	2011	FORD	F250-XL	1FTBF2A69BEB95964	PICKUP TRUCK
7026	2010	FORD	F150-XL	1FTNF1CV1AKE34970	PICKUP TRUCK
7085	2011	FORD	F150-XL	1FTVX1CF2BKD31712	PICKUP TRUCK
8033	2012	FORD	F350-XL	1FD8W3C6XCEA45291	PICKUP TRUCK
8083	2013	FORD	TAURUS-POLICE I	1FAHP2MT2DG126961	SEDAN
8098	2013	FORD	ESCAPE-SE	1FMCU0GX4DUB24724	SUV
8104	2013	FORD	F150-XL	1FTFX1CT7DKD29287	PICKUP TRUCK
8111	2013	INTERNATIONAL	7300	1HTWAAAR3DJ350512	DUMP TRUCK
8121	2012	FORD	F550-XL	1FD0W5GT8CEC99168	DUMP TRUCK
8191	2014	FORD	TAURUS-POLICE I	1FAHP2MT5EG131654	SEDAN
8210	2014	INTERNATIONAL	7300	1HTWAAAR2EH061419	DUMP TRUCK

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

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



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

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

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

This 6th day of October 2025.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

Asset #	Department Name	Year	Manufacturer	Model	Description	Replacement Vehicle	Replacement Cost	Life/Age Points	Mileage/Hours Points	Maint & Repair Points	Usage Points	Down Time Points	Total Points	Recommendation
8121	BUILDINGS & GROUNDS	2012	FORD	F550-XL	DUMP TRUCK	2026 Ford F-550 Dump	\$76,000.00	13.00	9.47	17.63	6.00	4.18	50.28	Immediate Replacement
10040	BUILDINGS & GROUNDS	2016	HUSTLER	X128VAN54	MOWER	2026 Scag Mower 54"	\$12,000.00	9.00	0.13	28.15	6.00	2.03	45.31	Immediate Replacement
							\$88,000.00							
6924	FIRE	2009	TOYOTA	HIGHLANDER-FWD	SUV	2026 Ford F-150 Crew Cab / Uplifted	\$77,000.00	16.00	10.03	8.12	6.00	2.54	42.70	Immediate Replacement
6703	FIRE	2008	FORD	F250-XL	PICKUP TRUCK	2026 Ford F-250 Crew Cab / Uplifted	\$80,000.00	17.00	4.72	13.41	4.00	2.06	41.18	Immediate Replacement
							\$157,000.00							
8098	INSPECTIONS	2013	FORD	ESCAPE-SE	SUV	2026 Ford Bronco Sport	\$38,000.00	12.00	8.96	14.09	6.00	3.16	44.21	Immediate Replacement
6975	INSPECTIONS	2010	FORD	ESCAPE-HYBRID	SUV	2026 Ford Bronco Sport	\$38,000.00	15.00	10.72	7.91	6.00	4.42	44.05	Immediate Replacement
							\$76,000.00							
6663	PARKS & RECREATION	2007	CHEVROLET	SILVERADO-1500	PICKUP TRUCK	2026 Ford F-150 Crew Cab	\$48,000.00	18.00	7.75	25.22	4.00	1.65	56.62	Immediate Replacement
7085	PARKS & RECREATION	2011	FORD	F150-XL	PICKUP TRUCK	2026 Ford F-150 Crew Cab	\$48,000.00	14.00	12.72	20.71	6.00	1.53	54.96	Immediate Replacement
6404	PARKS & RECREATION	2005	CHEVROLET	SILVERADO-1500	PICKUP TRUCK	2026 Ford F-150 Crew Cab	\$48,000.00	20.00	9.12	10.99	6.00	0.90	47.01	Immediate Replacement
7026	PARKS & RECREATION	2010	FORD	F150-XL	PICKUP TRUCK	2026 Ford F-150 Crew Cab	\$48,000.00	15.00	7.38	12.71	8.00	3.24	46.33	Immediate Replacement
							\$192,000.00							
10211	POLICE	2018	FORD	F150	PICKUP TRUCK	2026 Ford F-150 Crew Cab / Uplifted	\$48,000.00	7.00	5.66	84.09	4.00	0.63	101.38	Immediate Replacement
6630	POLICE	2006	CHEVROLET	POLICE SEDAN	SEDAN	2026 Ford F-350 Crew Cab	\$68,000.00	19.00	11.45	14.64	6.00	2.76	53.86	Immediate Replacement
6699	POLICE	2008	FORD	F250-XL 4X4	PICKUP TRUCK	2026 Ford Transit / Cargo	\$36,000.00	17.00	8.44	14.15	6.00	1.96	47.55	Immediate Replacement
10023	POLICE	2016	FORD	EXPLORER-POLICE	SUV	2026 Ford Explorer / Uplifted	\$68,000.00	9.00	11.61	14.74	8.00	1.98	45.32	Immediate Replacement
8191	POLICE	2014	FORD	TAURUS-POLICE I	SEDAN	2026 Ford Explorer / Uplifted	\$68,000.00	11.00	10.16	15.25	6.00	2.92	45.32	Immediate Replacement
8083	POLICE	2013	FORD	TAURUS-POLICE I	SEDAN	2026 Ford Explorer XLT	\$45,000.00	12.00	10.75	11.68	6.00	3.79	44.21	Immediate Replacement
10089	POLICE	2017	FORD	F150	PICKUP TRUCK	2026 Ford F-150 Crew Cab / Uplifted	\$52,000.00	8.00	12.84	14.41	6.00	2.51	43.78	Immediate Replacement
10096	POLICE	2017	FORD	EXPLORER-POLICE	SUV	2026 Ford Explorer / Uplifted	\$68,000.00	8.00	11.89	11.25	10.00	2.58	43.71	Immediate Replacement
10110	POLICE	2017	FORD	ESCAPE-SE	SUV	2026 Ford Explorer XLT	\$45,000.00	8.00	7.99	17.77	6.00	3.82	43.58	Immediate Replacement
10131	POLICE	2016	FORD	TAURUS-POLICE I	SEDAN	2026 Ford Explorer / Uplifted	\$68,000.00	9.00	10.18	14.82	6.00	3.20	43.20	Immediate Replacement
10099	POLICE	2017	FORD	EXPLORER-POLICE	SUV	2026 Ford Explorer / Uplifted	\$68,000.00	8.00	11.40	11.32	10.00	2.12	42.84	Immediate Replacement
10019	POLICE	2016	FORD	TAURUS-POLICE I	SEDAN	2026 Ford Explorer / Uplifted	\$68,000.00	9.00	9.75	15.66	6.00	2.17	42.57	Immediate Replacement
10124	POLICE	2017	FORD	EXPLORER-POLICE	SUV	2026 Ford Explorer / Uplifted	\$67,000.00	8.00	9.17	15.04	8.00	1.70	41.90	Immediate Replacement
10152	POLICE	2017	FORD	EXPLORER-POLICE	SUV	2026 Ford Explorer / Uplifted	\$68,000.00	8.00	12.11	9.39	10.00	2.27	41.76	Immediate Replacement
							\$837,000.00							
7023	STORM WATER STREET	2011	FORD	F250-XL	PICKUP TRUCK	2026 Ford F-150 Crew Cab	\$48,000.00	14.00	9.93	13.25	6.00	2.46	45.64	Immediate Replacement
8104	STORM WATER STREET	2013	FORD	F150-XL	PICKUP TRUCK	2026 Ford F-150 Crew Cab	\$48,000.00	12.00	10.44	12.39	6.00	2.52	43.35	Immediate Replacement
8033	STORM WATER STREET	2012	FORD	F350-XL	PICKUP TRUCK / Utility Body	2026 Ford F-350 Crew Cab / Utility Body	\$80,000.00	13.00	8.42	12.56	6.00	2.84	42.82	Immediate Replacement
10065	STORM WATER STREET	2016	PETERBILT	220	SWEEPER	2026 Bucher V65h Street Sweeper	\$385,000.00	9.00	3.45	12.88	8.00	6.94	40.27	Immediate Replacement
							\$561,000.00							
8210	STREET	2014	INTERNATIONAL	7300	DUMP TRUCK	2026 International HV / Dump	\$175,000.00	11.00	9.19	11.24	6.00	8.64	46.07	Immediate Replacement
8111	STREET	2013	INTERNATIONAL	7300	DUMP TRUCK	2026 International HV / Dump	\$175,000.00	12.00	8.24	10.04	6.00	6.80	43.08	Immediate Replacement
10017	STREET	2016	CASE	580SN	BACKHOE	2025 Caterpillar 420 XE Backhoe	\$202,000.00	9.00	3.32	15.27	6.00	8.02	41.62	Immediate Replacement
							\$552,000.00							
70140	TRANSIT	2008	GILLIG	TRANSITLINER-G2	BUS	2026 Gillig Transittiner Low Floor (Diesel)	\$145,000.00	17.00	7.52	69.69	10.00	10.88	115.10	Immediate Replacement
							\$145,000.00							



## City of Greenville, North Carolina

Meeting Date: 10/06/2025

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<b><u>Title of Item:</u></b>	Authorization to Accept U.S. Department of Homeland Security Assistance to Firefighters Grant to Purchase Defibrillators and Thermal Imaging Cameras and Provide Technical Rescue Training for Fire/Rescue
<b><u>Explanation:</u></b>	<p>The Federal Emergency Management Agency provides federal funding opportunities each year to purchase firefighting equipment for fire departments across the country.</p> <p>On January 9, 2025, City Council authorized Greenville Fire/Rescue to apply for an Assistance to Firefighters Grant.</p> <p>On September 24, 2025, Fire/Rescue was awarded a grant in the amount of \$700,735.45 to purchase 9 defibrillators and 9 thermal imaging cameras and to provide technical rescue training.</p>
<b><u>Fiscal Note:</u></b>	The grant total is estimated to be \$770,809 pending a competitive bid process. The Assistance to Firefighters Grant award is \$700,735.45. The City of Greenville will be responsible for funding the balance, which is estimated to be \$70,073.55.
<b><u>Recommendation:</u></b>	Staff recommends that City Council approve the request to accept the Assistance to Firefighters Grant in the amount of \$700,735.45.

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### ATTACHMENTS

- ☐ [Sept 2025 Assistance to Firefighters Grant Award Package.pdf](#)

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 09/20/2025



Jesse Harris  
GREENVILLE CITY FINANCIAL SERVICE  
PO. BOX 7207 200 WEST FIFTH STREET  
GREENVILLE, NC 27835

EMW-2024-FG-01651

Dear Jesse Harris,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$700,735.45 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$70,073.55 for a total approved budget of \$770,809.00. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacey Street".

Stacey Street  
Deputy Assistant Administrator  
Grants Program Directorate

# Summary Award Memo

**Program:** Fiscal Year 2024 Assistance to Firefighters Grant

**Recipient:** GREENVILLE CITY FINANCIAL SERVICE

**UEI-EFT:** NR7SMYSKWKM3

**Award number:** EMW-2024-FG-01651

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$189,157.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$543,600.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$38,052.00
Indirect charges	\$0.00
Federal	\$700,735.45
Non-federal	\$70,073.55
Total	\$770,809.00
Program Income	\$0.00

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

### Approved request details:

## Equipment

### Monitor/Defibrillator - 15 leads

#### DESCRIPTION

EMS cardiac monitor equipped with pulse oximetry, carbon monoxide detection, blood pressure monitoring, EKG monitoring, cardiac pacing and defibrillation.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	9	\$50,000.00	\$450,000.00	Equipment

#### CHANGE FROM APPLICATION

**Unit price** from **\$60,000.00** to **\$50,000.00**

#### JUSTIFICATION

The award reflects a reduction from the amount requested in the application. Cost requested for Monitor/Defibrillator - 15 Leads exceeds the average price range calculated from market research and prior awards for the same item.

### Thermal Imaging Camera (Must be NFPA 1801 Compliant)

#### DESCRIPTION

NFPA 1801 compliant thermal imaging camera with vehicle mounted charger

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	9	\$7,800.00	\$70,200.00	Equipment

### Additional funding

#### DESCRIPTION

North Carolina state taxes of 7%

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$38,052.00	\$38,052.00	Other

#### CHANGE FROM APPLICATION

**Unit price** from **\$44,352.00** to **\$38,052.00**

#### JUSTIFICATION

the award reflects a reduction from the amount requested in the application. Cost requested for State taxes has been reduced to align with reduced cost for the Monitor/Defibrillator - 15 leads.

### Thermal Imaging Camera (Must be NFPA 1801 Compliant)

#### DESCRIPTION

NFPA 1801 compliant thermal imaging camera with vehicle mounted charger

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	3	\$7,800.00	\$23,400.00	Equipment

## Training



## Specialized

### DESCRIPTION

Rapid Intervention Team training and certification. Class length of 30 hours, at an average overtime rate of \$31.07 per hour, for a per student cost of \$931.95 and a class total of \$18,639

QUANTITY	UNIT PRICE	TOTAL
20	\$931.95	\$18,639.00

### BUDGET CLASS

Personnel

## Rescue

### DESCRIPTION

This item is for 20 students to obtain Heavy Vehicle Rescuer training and certification. 20 students for Passenger Vehicle Rescuer with an average overtime hourly rate of \$31.58, 41 class hours per student. \$1,294.58 cost per student. Class cost: \$25,891.50

QUANTITY	UNIT PRICE	TOTAL
20	\$1,294.58	\$25,891.60

### BUDGET CLASS

Personnel

## Rescue

### DESCRIPTION

This item is for 30 students to obtain North Carolina Technical Rescue Technician Level class and certification. 123 class hours times average hourly overtime rate of \$31.35, for a per person total of \$3,856.05. Total class cost of \$77,121

QUANTITY	UNIT PRICE	TOTAL
20	\$3,856.05	\$77,121.00

### BUDGET CLASS

Personnel

## Rescue

### DESCRIPTION

This item is for 20 students to obtain Passenger Vehicle Rescuer training and certification. 20 students for Passenger Vehicle Rescuer with an average overtime hourly rate of \$28.40, 46 class hours per student. \$1306.17 cost per student. Class cost: \$26,123.40

QUANTITY	UNIT PRICE	TOTAL
20	\$1,306.17	\$26,123.40

### BUDGET CLASS

Personnel

## Rescue

### DESCRIPTION

This item is for 20 students to obtain North Carolina Technical Rescue Operations Level class and certification. 66 class hours times hourly overtime wage of \$31.35, for a per person cost of \$2,069.10. Total class cost of \$41,382

QUANTITY	UNIT PRICE	TOTAL
20	\$2,069.10	\$41,382.00

### BUDGET CLASS

Personnel

## Agreement Articles

**Program:** Fiscal Year 2024 Assistance to Firefighters Grant

**Recipient:** GREENVILLE CITY FINANCIAL SERVICE

**UEI-EFT:** NR7SMYSKWKM3

**Award number:** EMW-2024-FG-01651

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<b>Article 1</b>	<p><b>Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications</b></p> <p>I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.</p>
<b>Article 2</b>	<p><b>General Acknowledgements and Assurances</b></p> <p>Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <a href="https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance">https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance</a>.</p>
<b>Article 3</b>	<p><b>Acknowledgement of Federal Funding from DHS</b></p> <p>Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.</p>
<b>Article 4</b>	<p><b>Activities Conducted Abroad</b></p> <p>Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p>



<b>Article 5</b>	<b>Age Discrimination Act of 1975</b> Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
<b>Article 6</b>	<b>Americans with Disabilities Act of 1990</b> Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
<b>Article 7</b>	<b>Best Practices for Collection and Use of Personally Identifiable Information</b> (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**Article 8****CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

**Article 9****Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

**Article 10****Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 11      Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

**Article 12      Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

<b>Article 13</b>	<b>Debarment and Suspension</b> Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
<b>Article 14</b>	<b>Drug-Free Workplace Regulations</b> Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
<b>Article 15</b>	<b>Duplicative Costs</b> Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
<b>Article 16</b>	<b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b> Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.
<b>Article 17</b>	<b>Energy Policy and Conservation Act</b> Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article 18****Equal Treatment of Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article 19****Anti-Discrimination**

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

**Article 20****False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

<b>Article 21</b>	<b>Federal Debt Status</b> All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
<b>Article 22</b>	<b>Federal Leadership on Reducing Text Messaging while Driving</b> Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
<b>Article 23</b>	<b>Fly America Act of 1974</b> Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: <a href="https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list">Certificated Air Carriers List   US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list</a> ) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
<b>Article 24</b>	<b>Hotel and Motel Fire Safety Act of 1990</b> Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
<b>Article 25</b>	<b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b> Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.



<b>Article 26</b>	<p><b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b></p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a>.</p>
<b>Article 27</b>	<p><b>Lobbying Prohibitions</b></p> <p>Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).</p>
<b>Article 28</b>	<p><b>National Environmental Policy Act</b></p> <p>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.</p>
<b>Article 29</b>	<p><b>National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254</b></p> <p>(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&amp;D) science and engineering support “in excess of \$50 million per year.”</p>



<b>Article 30</b>	<b>Non-Supplanting Requirement</b> Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
<b>Article 31</b>	<b>Notice of Funding Opportunity Requirements</b> All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
<b>Article 32</b>	<b>Patents and Intellectual Property Rights</b> Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
<b>Article 33</b>	<b>Presidential Executive Orders</b> Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
<b>Article 34</b>	<b>Procurement of Recovered Materials</b> States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article 35      Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article 36      Reporting Recipient Integrity and Performance Matters**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

**Article 37      Reporting Subawards and Executive Compensation**

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

**Article 38****Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

<b>Article 39</b>	<b>SAFECOM</b> Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment   CISA.
<b>Article 40</b>	<b>Subrecipient Monitoring and Management</b> Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
<b>Article 41</b>	<b>System for Award Management and Unique Entity Identifier Requirements</b> Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
<b>Article 42</b>	<b>Termination of a Federal Award</b> (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.
<b>Article 43</b>	<b>Terrorist Financing</b> Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

<b>Article 44</b>	<b>Trafficking Victims Protection Act of 2000(TVPA)</b> Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
<b>Article 45</b>	<b>Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56</b> Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
<b>Article 46</b>	<b>Use of DHS Seal, Logo and Flags</b> Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
<b>Article 47</b>	<b>Whistleblower Protection Act</b> Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

**Article 48****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

**Article 49****Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.



**Article 50      Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) for any questions.

**Article 51      Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

**Article 52      Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 53      Indirect Cost Rate**

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 54      Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification**

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

**Article 55      Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

**Article 56      Non-Applicability of Specific Agreement Articles**

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
2. Paragraph (2)(a)(iii) of Anti-Discrimination.



**Article 57      Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

**Instructions to Grant Recipients Pursuing Payments**

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

**Processing and Payment Timeline**

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

## Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable).
  - Is funding provided directly or indirectly to a subrecipient?
  - If no, include statement "This grant funding is not being directed to a subrecipient."
  - If yes, provide the following details:
    - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
    - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
    - Whether the payment request includes an activity involving support to aliens?
    - Whether the subrecipient has any diversity, equity, and inclusion practices.
5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

**Article 58****Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

**2. Termination of the Federal Award by FEMA**

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:
  - i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
  - ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;
  - iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
  - iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
  - v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
  - vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
  - vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

**3. Termination of a Subaward by the Pass-Through Entity**

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

#### 4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

#### 5. Impacts of Termination

- a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
- b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

#### 6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

#### 7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

#### 8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

**Article 59      Non-Applicability of Specific Agreement Articles**

Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award:

Termination of a Federal Award

The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

## Obligating document

<b>1. Agreement No.</b> EMW-2024-FG-01651	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 566000229	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX02143N2025T		
<b>6. Recipient Name and Address</b> GREENVILLE CITY FINANCIAL SERVICE 200 W 5TH ST GREENVILLE, NC 27858		<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
<b>9. Name of Recipient Project Officer</b> Jesse Harris		<b>9a. Phone No.</b> 2529332200	<b>10. Name of FEMA Project Coordinator</b> Assistance to Firefighters Grant Program		<b>10a. Phone No.</b> 1-866-274-0960	
<b>11. Effective Date of This Action</b>  09/20/2025	<b>12. Method of Payment</b>  OTHER - FEMA GO	<b>13. Assistance Arrangement</b>  COST SHARING		<b>14. Performance Period</b> 09/27/2025 to 09/26/2027 <b>Budget Period</b> 09/27/2025 to 09/26/2027		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listing No.</b>	<b>Accounting Data (ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
FG	97.044	2025-FF-GB01 - P410-xxxx-4101-D	\$0.00	\$700,735.45	\$700,735.45	\$70,073.55
Totals			\$0.00	\$700,735.45	\$700,735.45	\$70,073.55
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</b> This field is not applicable for digitally signed grant agreements						

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>Stacey Street, Deputy Assistant Administrator Grants Program Directorate</b>	<b>09/20/2025</b>



## City of Greenville, North Carolina

**Meeting Date: 10/06/2025**

**Title of Item:** Resolution Authorizing "Opt In" to New Opioid Settlements with Purdue and Secondary Opioid Manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus)

**Explanation:** The City previously participated in a joint effort led by the State of North Carolina and other municipalities to file lawsuits against opioid manufacturers, pharmaceutical distribution companies and chain drug stores to hold them accountable for misconduct. The lawsuits have resulted in billions of dollars in Opioid Settlement Funds (Settlement Funds) that will be disbursed to counties and municipalities located in the State of North Carolina over 18 years.

The City recently received notice about two potential new settlements, including Purdue Pharma, and other Secondary Opioid Manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus). In an effort to maximize the amount of funding distributed to the State of North Carolina, the State's most populous municipalities, including Greenville need to sign on.

Based on previous action by City Council, all current and future Settlement Funds, including these additional Settlement Funds, are directed to Pitt County and are allocated to subrecipients in partnership with the City.

**Fiscal Note:** The City choosing to sign on to the additional Settlement Funds will provide an estimated total of \$232,000 paid out over the course of 10-15 years:

Name of Settlement	Amount	Deadline
Purdue	\$201,000	October 30, 2025
Secondary Opioid Manufacturers	\$32,000	October 8, 2025*
*Subject to be extended		

**Recommendation:** Approve the attached resolution and allow the City Manager to execute and submit all necessary documents for participation in the following opioid settlements:

1. Purdue Pharma L.P. & Sackler Family Settlement
2. Secondary Opioid Manufacturers Settlement (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus)



## ATTACHMENTS

☐ **COG-#1206754-v1-Resolution\_Authorizing\_Entry\_Into\_Potential\_Opioid\_Settlement\_with\_Purdue\_Pharma and Secondary Opioid Manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.pdf**

**RESOLUTION NO. \_\_-25**

**RESOLUTION BY CITY OF GREENVILLE, NC  
AUTHORIZING “OPT IN” TO POTENTIAL OPIOID SETTLEMENT WITH PURDUE  
PHARMA L.P. & SACKLER FAMILY (AND CERTAIN AFFILIATES) AND  
SECONDARY OPIOID MANUFACTURERS (ALVOGEN, AMNEAL, APOTEX,  
HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS)**

**WHEREAS**, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

**WHEREAS**, the COVID-19 pandemic compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

**WHEREAS**, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

**WHEREAS**, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

**WHEREAS**, the City has been asked to participate in new proposed national opioid settlements with Purdue Pharma L.P. & Sackler Family (and certain of its affiliates) and Secondary Opioid Manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus) concerning alleged misconduct related to opioids; and

**WHEREAS**, any potential new settlements require the City to “opt in” through execution and return of required documentation by the established deadlines; and

**WHEREAS**, it is advantageous to all North Carolinians for local governments to “opt in” to any proposed settlement to demonstrate solidarity in response to the opioid overdose crisis and maximize the share of opioid settlement funds received by state and local governments to help abate the harm; and

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Greenville does hereby authorize the City Manager to execute and submit all documents necessary

to enter into opioid settlement agreements with Purdue Pharma L.P. & Sackler Family (and certain of its affiliates) and Secondary Opioid Manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus) concerning alleged misconduct related to opioids.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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P.J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

**SEAL**



## City of Greenville, North Carolina

Meeting Date: 10/06/2025

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**Title of Item:** Public Art Request - Dickinson Avenue Sculptures

**Explanation:** The Civic Arts Committee, a committee of the Pitt County Arts Council at Emerge, is requesting that the City Council authorize the placement of multiple sculptures along Dickinson Avenue and surrounding areas. This includes continuing to showcase local artist Jonathan Bowling's existing works while also installing new pieces by Bowling, Jordan Parah, and Aisling Millar on the walkway between Dickinson, 9th, and Ficklen Streets, as well as the Pitt–Dickinson triangle following NCDOT work.

The project has an estimated value of \$3,500, funded by the Arts Council. Upon approval, sculptures will be implemented in October–November 2025. Ongoing maintenance will be provided by the Arts Council and artists. The Civic Arts Committee unanimously recommends approval of these installations as a continuation of the City's commitment to public art and community engagement.

**Fiscal Note:** The Arts Council is requesting in-kind services including installation of the work and materials.

**Recommendation:** Consider approval of the request for placement of public art.

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### ATTACHMENTS

☐ [Oct 2025 Civic Art Sculptures.pdf](#)

ATTACHMENT 1





## City of Greenville, North Carolina

Meeting Date: 10/06/2025

**Title of Item:** Budget Ordinance Amendment #3 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Capital Project Management Fund (Ordinance #24-040), Sanitation Fund (Ordinance #25-020), and Housing Fund (Ordinance #24-038)

**Explanation:** Attached for consideration at the October 6, 2025 City Council meeting is Budget Ordinance Amendment #3 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Capital Project Management Fund (Ordinance #24-040), Sanitation Fund (Ordinance #25-020), and Housing Fund (Ordinance #24-038).

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Increasing operating budgets for the City Manager's Office as well as Recreation and Parks by through recognition of additional Recreation and Parks revenues as well as a transfer from General Fund Contingency.	<u>General Fund</u>	\$45,000
B	Per the Resolution adopted by the City Council at the September, 8 2025 Meeting, Fund Balance Appropriated to be recognized for the purchase of Police equipment.	<u>General Fund</u>	145,495

C	As part of the Capital Improvement Plan, General Fund Balance will be appropriated for the purposes of initial design and permitting for Fire Station #8.	<u>General Fund</u> <u>Capital Project</u> <u>Management Fund</u>	650,000 650,000
D	General Fund Balance will be appropriated for the purposes of covering additional project costs associated with the Live Fire Training Facility.	<u>General Fund</u> <u>Capital Project</u> <u>Management Fund</u> -	80,000 80,000
E	Sanitation Fund Balance will be appropriated for the purposes of covering additional project costs associated with the Sanitation Office Renovations.	<u>Sanitation Fund</u>	500,000
F	Grant Award for the NC-TRI Grant; recognition of associated revenue and expenditures.	<u>Housing Fund</u>	70,000

**Fiscal Note:**

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2025-26</u> <u>Revised</u> <u>Budget</u>	<u>Amendment</u> <u>#3</u>	<u>2025-26</u> <u>Budget per</u> <u>Amend #3</u>
General	\$123,754,635	\$920,495	\$124,675,130
Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	6,329,243	-	6,329,243
Fleet Maintenance	6,745,000	-	6,745,000
Sanitation	14,963,480	500,000	15,463,480
Stormwater	12,349,595	-	12,349,595
Inspections	1,900,000	-	1,900,000
Housing	5,394,034	70,000	5,464,034
Affordable Housing	4,803,600	-	4,803,600
Health Insurance	14,991,217	-	14,991,217
Vehicle Replacement	5,487,002	-	5,487,002
Facilities Improvement	1,478,535	-	1,478,535
Special Revenue Grants	19,889,764	-	19,889,764
Public Works Capital Projects	43,478,246	-	43,478,246

Recreation & Parks Capital Projects	33,625,146	-	33,625,146
Community Development Capital Projects	19,970,634	-	19,970,634
Occupancy Tax	1,750,000	-	1,750,000
Engineering Capital Projects	72,500,525	-	72,500,525
Fire/Rescue Capital Projects	12,317,183	-	12,317,183
Capital Project Management Fund	14,660,000	730,000	15,390,000
Donations	605,986	-	605,986
Enterprise Capital Projects	37,634,181	-	37,634,181
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	24,867,811	-	24,687,811
Opioid Settlement Fund	500,877	-	500,877

**Recommendation:** Approve Budget Ordinance Amendment #3 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Capital Project Management Fund (Ordinance #24-040), Sanitation Fund (Ordinance #25-020), and Housing Fund (Ordinance #24-038).

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## ATTACHMENTS

☐ [BA26-3.pdf](#)



**ORDINANCE NO. 25-  
CITY OF GREENVILLE, NORTH CAROLINA**

**Ordinance (#3) Amending the 2025-26 General Fund (Ordinance #25-020), Capital Project Management Fund (Ordinance #24-040), Sanitation Fund (Ordinance #25-020), and Housing Fund (Ordinance #24-038).**

**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 #3								
	2025-26 Revised Budget	A.	B.	C.	D.	Total Amend #3	2025-26 Budget per Amend #3	
<b>ESTIMATED REVENUES</b>								
Property Tax	\$ 46,665,522	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,665,522	
Sales Tax	30,512,904	-	-	-	-	-	30,512,904	
Video Prog. & Telecom. Service Tax	704,948	-	-	-	-	-	704,948	
Rental Vehicle Gross Receipts	177,000	-	-	-	-	-	177,000	
Utilities Franchise Tax	7,492,757	-	-	-	-	-	7,492,757	
Motor Vehicle Tax	1,803,631	-	-	-	-	-	1,803,631	
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	4,255,199	45,000	-	-	-	45,000	4,300,199	
Rescue Service Transport	4,758,234	-	-	-	-	-	4,758,234	
Parking Violation Penalties, Leases,	625,000	-	-	-	-	-	625,000	
Other Revenues	1,957,919	-	-	-	-	-	1,957,919	
Interest on Investments	4,723,564	-	-	-	-	-	4,723,564	
Transfers In GUC	9,053,691	-	-	-	-	-	9,053,691	
Appropriated Fund Balance	6,140,266	-	145,495	650,000	80,000	875,495	7,015,761	
Transfer from Other Funds	-	-	-	-	-	-	-	
<b>Total Revenues</b>	<b>\$ 123,754,635</b>	<b>\$ 45,000</b>	<b>\$ 145,495</b>	<b>\$ 650,000</b>	<b>\$ 80,000</b>	<b>\$ 920,495</b>	<b>\$ 124,675,130</b>	
<b>APPROPRIATIONS</b>								
Mayor/City Council	\$ 609,021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 609,021	
City Manager	4,131,501	10,000	-	-	-	10,000	4,141,501	
City Clerk	409,795	-	-	-	-	-	409,795	
City Attorney	778,519	-	-	-	-	-	778,519	
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	23,262,113	-	-	-	-	-	23,262,113	
Financial Services	4,240,521	-	-	-	-	-	4,240,521	
Recreation & Parks	11,021,653	45,000	-	-	-	45,000	11,066,653	
Police	34,544,535	-	145,495	-	-	145,495	34,690,030	
Public Works	8,868,810	-	-	-	-	-	8,868,810	
Planning & Development	1,850,302	-	-	-	-	-	1,850,302	
Neighborhood & Business Services	2,205,107	-	-	-	-	-	2,205,107	
Project Management	444,626	-	-	-	-	-	444,626	
OPEB	700,000	-	-	-	-	-	700,000	
Contingency	40,000	(10,000)	-	-	-	(10,000)	30,000	
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	-	(1,950,887)	
<b>Total Appropriations</b>	<b>\$ 107,942,310</b>	<b>\$ 45,000</b>	<b>\$ 145,495</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 190,495</b>	<b>\$ 108,132,805</b>	
<b>OTHER FINANCING SOURCES</b>								
Transfers to Other Funds	\$ 15,812,325	\$ -	\$ -	\$ 650,000	\$ 80,000	\$ 730,000	\$ 16,542,325	
<b>Total Other Financing Sources</b>	<b>\$ 15,812,325</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 650,000</b>	<b>\$ 80,000</b>	<b>\$ 730,000</b>	<b>\$ 16,542,325</b>	
<b>Total Approp &amp; Other Fin Sources</b>	<b>\$ 123,754,635</b>	<b>\$ 45,000</b>	<b>\$ 145,495</b>	<b>\$ 650,000</b>	<b>\$ 80,000</b>	<b>\$ 920,495</b>	<b>\$ 124,675,130</b>	

**Section II: Estimated Revenues and Appropriations. Capital Project Management Fund, of Ordinance #24-040 is hereby established by appropriating estimated revenues and appropriations in the amount indicated:**

	2025-26 Revised Budget	C.	D.	Total Amend #3	2025-26 Budget per Amend #3
<b>ESTIMATED REVENUES</b>					
Transfer from Fire/Rescue Capital Projects Fund	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
Transfer from Other Funds	3,000,000	650,000	80,000	730,000	3,730,000
Long Term Financing	11,000,000	-	-	-	11,000,000
Other Income	160,000	-	-	-	160,000
<b>Total Revenues</b>	<b>\$ 14,660,000</b>	<b>\$ 650,000</b>	<b>\$ 80,000</b>	<b>\$ 730,000</b>	<b>\$ 15,390,000</b>

<b>APPROPRIATIONS</b>					
Burn Facility	\$ 500,000	\$ -	\$ 80,000	\$ 80,000	\$ 580,000
Bradford Creek Improvements	160,000	-	-	-	160,000
Sports Complex	14,000,000	-	-	-	14,000,000
Fire Station #8	-	650,000	-	650,000	650,000
<b>Total Appropriations</b>	<b>\$ 14,660,000</b>	<b>\$ 650,000</b>	<b>\$ 80,000</b>	<b>\$ 730,000</b>	<b>\$ 15,390,000</b>

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

	2025-26 Revised Budget	E.	Total Amend #3	2025-26 Budget per Amend #3
<b>ESTIMATED REVENUES</b>				
Refuse Fees	\$ 11,593,000	\$ -	\$ -	\$ 11,593,000
Cart and Dumpster	130,000	-	-	130,000
Other Revenues	177,000	-	-	177,000
Appropriated Fund Balance	3,063,480	500,000	500,000	3,563,480
<b>Total Revenues</b>	<b>\$ 14,963,480</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>	<b>\$ 15,463,480</b>

<b>APPROPRIATIONS</b>				
Personnel	\$ 4,788,522	\$ -	\$ -	\$ 4,788,522
Operating	5,950,381	-	-	5,950,381
Capital	4,224,577	500,000	500,000	4,724,577
Other Expenses	-	-	-	-
Transfer to Other Funds	-	-	-	-
<b>Total Appropriations</b>	<b>\$ 14,963,480</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>	<b>\$ 15,463,480</b>

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

	<b>2025-26 Revised Budget</b>	<b>F.</b>	<b>Total Amend #3</b>	<b>2025-26 Budget per Amend #3</b>
<b>ESTIMATED REVENUES</b>				
CDBG Grant Income	\$ 1,037,668	\$ -	\$ -	\$ 1,037,668
HOME Grant Income	565,103	-	-	565,103
Transfer from General Fund	817,827	-	-	817,827
NC Tri-Party Grant	70,000	70,000	70,000	140,000
Other Revenues	1,566,829	-	-	1,566,829
CDBG - 25	855,949	-	-	855,949
HOME - ARP	2,986	-	-	2,986
HOME - 25	477,672	-	-	477,672
<b>Total Revenues</b>	<b>\$ 5,394,034</b>	<b>\$ 70,000</b>	<b>\$ 70,000</b>	<b>\$ 5,464,034</b>

<b>APPROPRIATIONS</b>				
Personnel	\$ 552,128	\$ -	\$ -	\$ 552,128
Operating	3,505,299	(70,000)	(70,000)	3,435,299
CDBG - 25	855,949	-	-	855,949
HOME - ARP	2,986	-	-	2,986
HOME - 25	477,672	-	-	477,672
NC Tri-Party Grant FY2026	-	140,000	140,000	140,000
<b>Total Appropriations</b>	<b>\$ 5,394,034</b>	<b>\$ 70,000</b>	<b>\$ 70,000</b>	<b>\$ 5,464,034</b>

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

Adopted this 6th day of October, 2025

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P. J. Connelly, Mayor

ATTEST:

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Valerie P. Shiuwegar, City Clerk