



## **Agenda**

### **Greenville City Council**

**November 7, 2022**

**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 - Council Member Blackburn**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

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

#### **VII. Consent Agenda**

- 1. Approval of Public Art for Emerald Loop Shelter on the Town Common

2. Resolution and Deed of Release for Abandonment of a 10' Wide and 25' Wide Electrical Easement Across Tax Parcel No. 19617
3. Ordinance amending Greenville Utilities Commission Sugg Parkway Substation project budget
4. Ordinance and Reimbursement Resolution approving Greenville Utilities Commission's Water Capital Project Budget for the Water Main Rehabilitation Phase III Project
5. Resolution of Intent to Close Southpark Drive
6. Resolution Accepting Dedication of Rights-of-Way and Easements for Bent Creek Phase 6, Gordon Drive
7. Resolution Accepting Dedication of Rights-of-Way and Easements for Farrington Trace, Farrington Drive and Lancashire Drive
8. Resolution Accepting Dedication of Rights-of-Way and Easements for Langston Farms, Phase 11, Sections 1 & 2
9. Resolution Accepting Dedication of Rights-of-Way and Easements for Sagewood Phase 4 and 5, Sagebrush Drive and Dakota Drive
10. Resolution Accepting Dedication of Rights-of-Way and Easements for Westhaven South Section 5, Blazer Drive Extension
11. City's Consent of Collateral Assignment of Encroachment Agreement to support Evans Street Hotel
12. Authorization to receive funds from the COPS Office FY22 Community Policing Development Microgrants Program
13. Authorization to receive funds from the 2022 COPS Technology and Equipment Program Grant
14. Authorization to Purchase 1609 West Third Street (Tax Parcel #04578) and 1611 West Third Street (Tax Parcel #04579) from Pitt County
15. Report on Bids and Contracts Awarded
16. Various tax refunds greater than \$100

#### **VIII. New Business**

17. Annual Board & Commission Presentations - Historic Preservation Commission, Human Relations Council, Youth Council

18. Resolutions Authorizing Condemnation to Acquire Certain Property for the BUILD Grant Project.
19. Adoption of 2023 State and Federal Legislative Initiatives
20. Termination of Red light camera program: Wind Down Agreement
21. Notice of Termination of Interlocal Agreement with Pitt County Board of Education related to the Red Light Camera Program
22. Purchase of Public Safety Radios
23. Reimbursement Resolution for the Replacement of Public Safety Communication Equipment
24. Budget Ordinance Amendment #4 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), and Special Revenue Grant Fund (Ordinance #11-003)

**IX. Review of November 10, 2022 City Council Agenda**

**X. City Manager's Report**

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

**XII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

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**Title of Item:** Approval of Public Art for Emerald Loop Shelter on the Town Common

**Explanation:** In 2018, the City of Greenville was designated a SmART City and the Pitt County Arts Council was awarded a SmART Initiatives grant by the North Carolina Arts Council. A SmART City Resource Team was formed with many partners and stakeholders from both the private and public sectors. The Emerald Loop project was chosen as the project that would transform our Center City through the Arts.

In 2019, Haddad/Drugan was chosen by a Request for Qualifications (RFQ) process to create the Emerald Loop Vision Plan, a plan that took a year of research, stakeholder meetings, and community engagement. The Emerald Loop Vision Plan and the implementation timeline were approved by City Council in August of 2020.

This is the 2nd series of projects as part of the Emerald Loop, after the implementation of the first two intersection murals. The proposed project will be a shelter and stop along the Emerald Loop as well as the African-American Cultural Trail of Greenville-Pitt County. The shelter will be composed of a steel shelter with a bench swing for people to sit, as well as an accessible space for a wheelchair or people standing underneath. The back portion of the shelter is a series of vertical fins or blinds where on one side there is a reproduction of a photograph that was taken when the Shore Drive neighborhood was in existence, showing houses along 1st Street with their front porches front and center. Haddad/Drugan have colorized the photograph and as color changing LED lights are shown on it, it creates an animated feeling of the street front. The fins will have the ability to be manually rotated, and when opened will provide a view to the current Town Common, and when closed on the opposite side will show a "vision" of the Town Common through the artwork of a Black Creative of Pitt County who will be chosen through the RFQ Process. The last component of the shelter will be an audio recording that will play at the touch of a button with African-American spirituals being sung by local Black musicians.

In 2021, the Pitt County Arts Council at Emerge was awarded the National Endowment for the Arts "Our Town" grant for this project. This was one of only 60 awarded throughout the nation. This design will be brought back to the City Council for approval before installation. Projected implementation is Spring 2023.

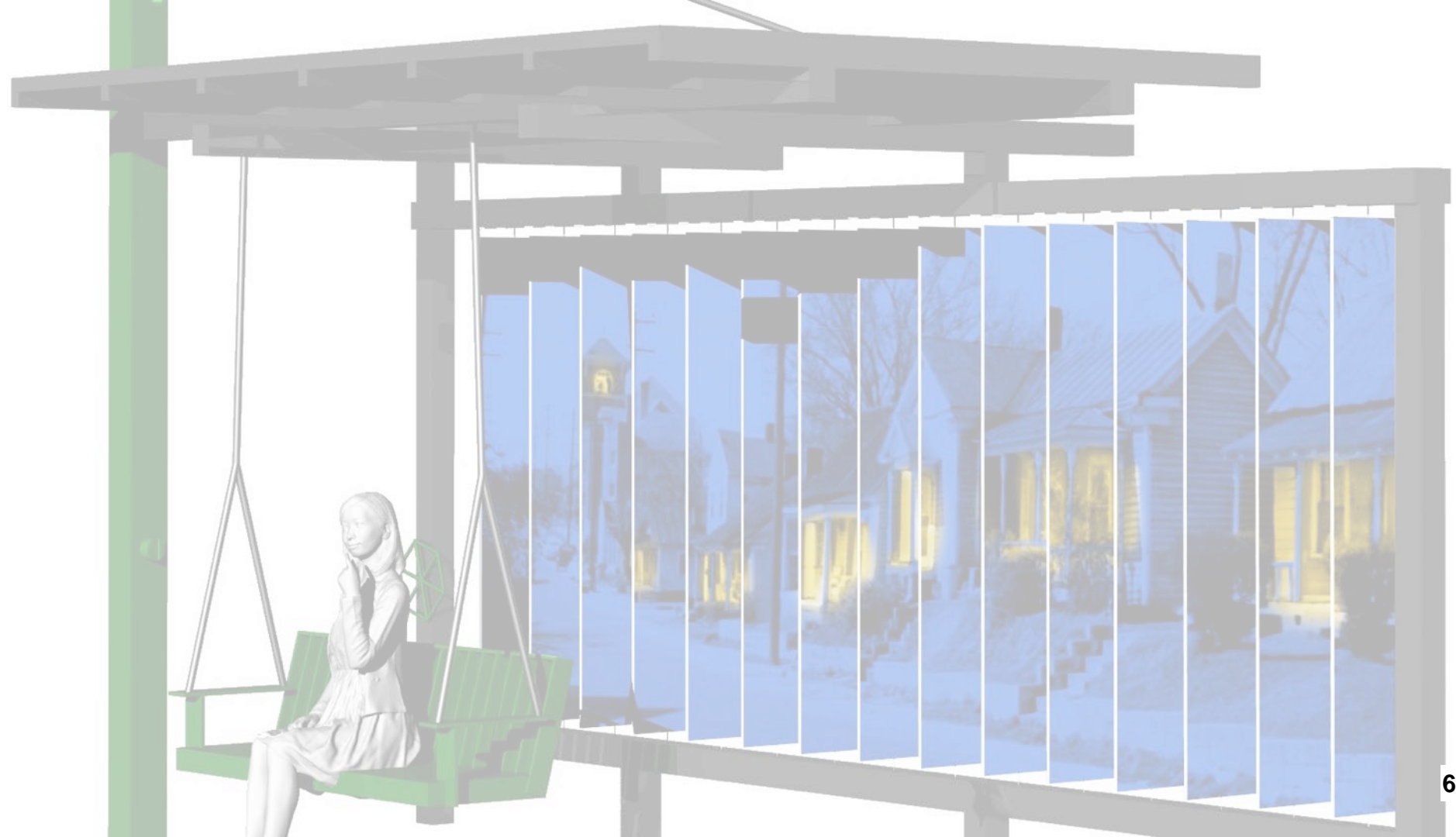
**Fiscal Note:** Approximately \$40,000 is included in the City of Greenville's approved Fiscal Year 2022-23 Budget for this project.

**Recommendation:** Approve the proposed public art project for the Emerald Loop Shelter on the Town Common

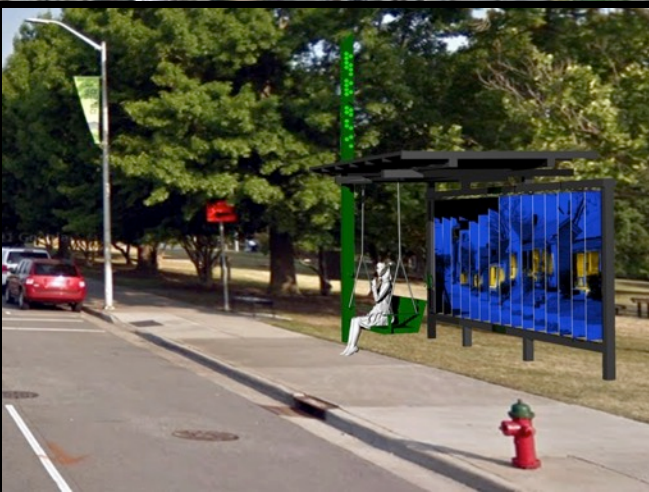
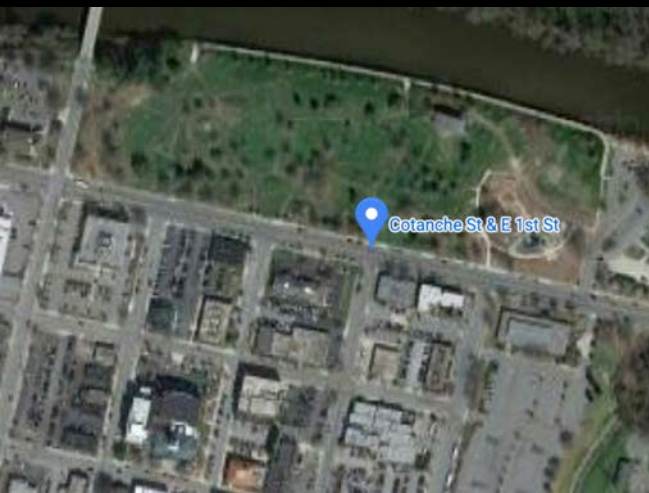
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#### ATTACHMENTS

 [PCAC\\_TOWN COMMON EMERALD LOOP SHELTER\\_DESIGN\\_sm.pdf](#)



# Art Shelter Locations

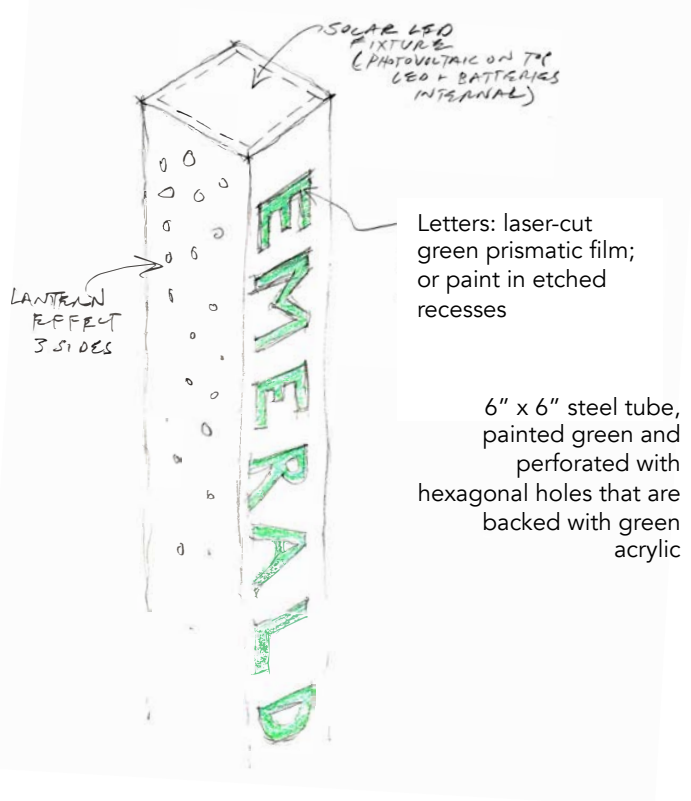


# 1<sup>st</sup> and Cotanche Shelter Location

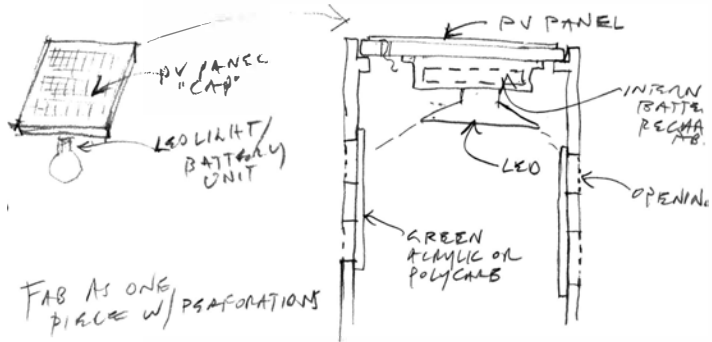




# Emerald Loop Marker Pole



Shelter canopy may require suspension rod from ~6" tube; for poles with no shelter, 4" tube may be possible



Solar-powered LED in cap backlights green acrylic hexagona



Earlier model, with reflective stainless steel finish

# Shelter Components

Emerald Loop Marker Pole

Green acrylic skylight in roof

Speaker in ceiling

Wheel to rotate fins

Button to activate sound

Swing, 5' long, painted green

Concrete pad

Frame: steel painted charcoal gray or stainless steel with blast finish

Suspension rod

Lenticular Fins:  
1' x 6' aluminum or steel  
plate with printed images on  
both faces; either rotating or  
stationary



# Shelter Interior Details

Green acrylic skylight in roof

Speaker in ceiling

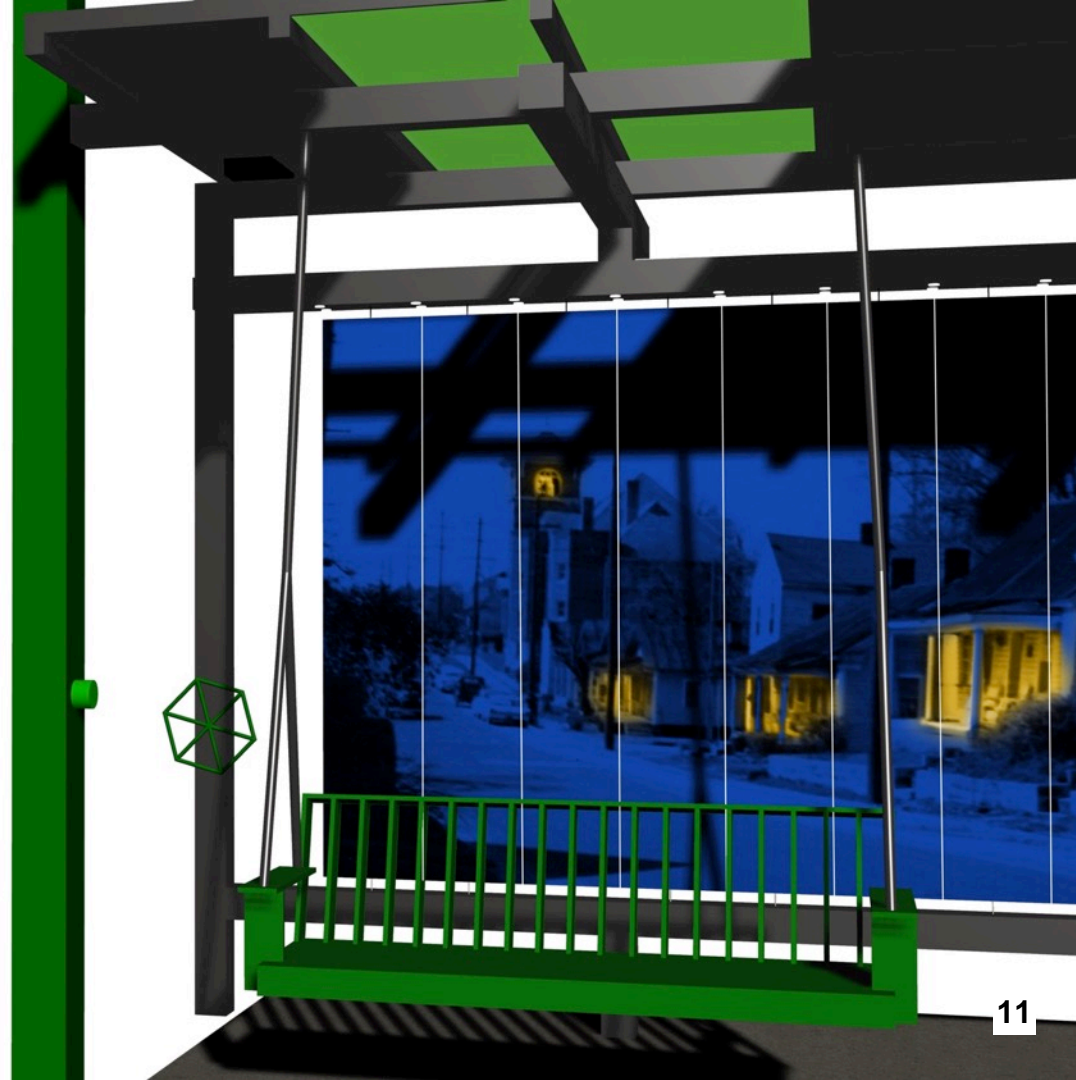
LEDs in frame to illuminate fins

Lenticular Fins

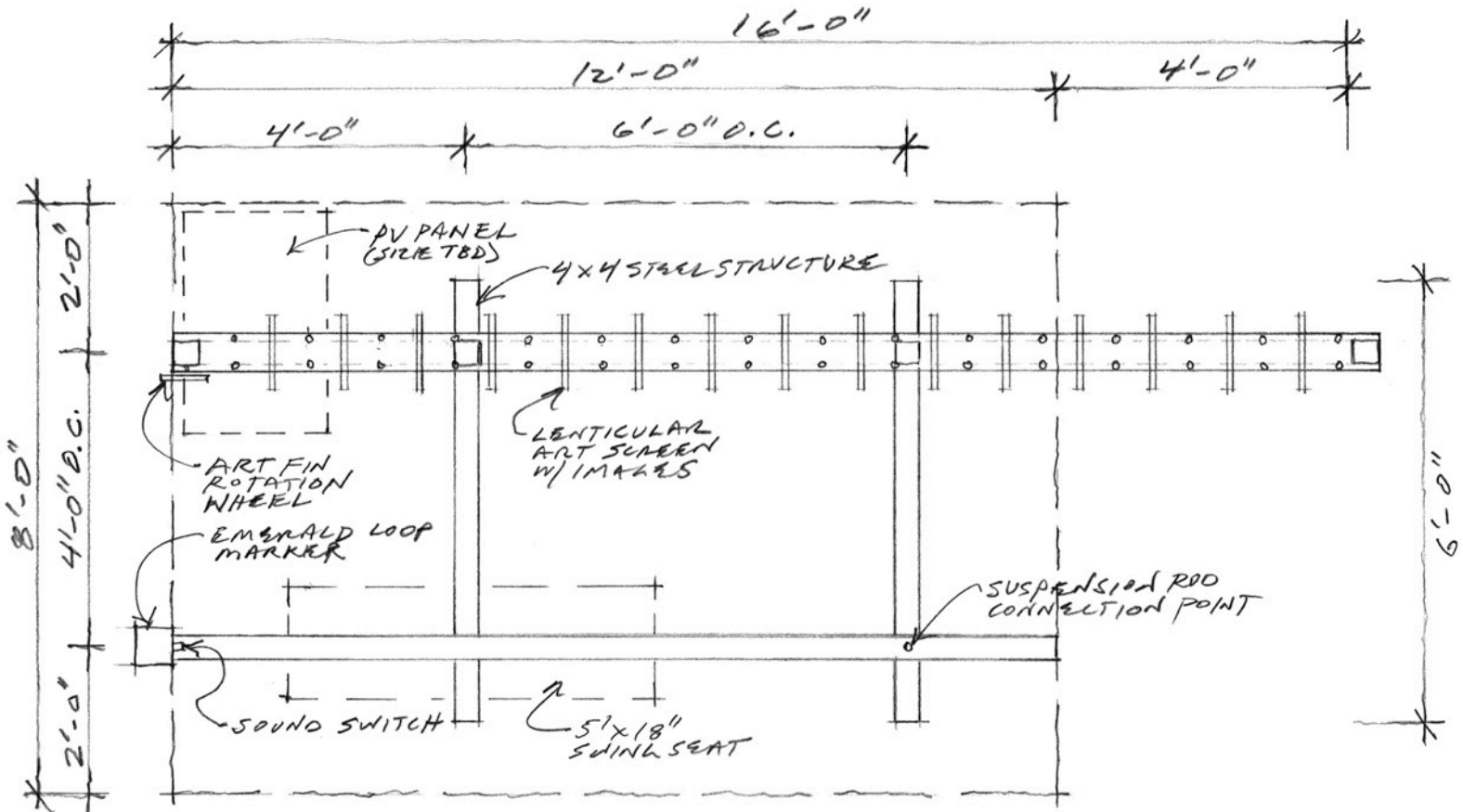
Wheel to rotate fins

Button to activate sound

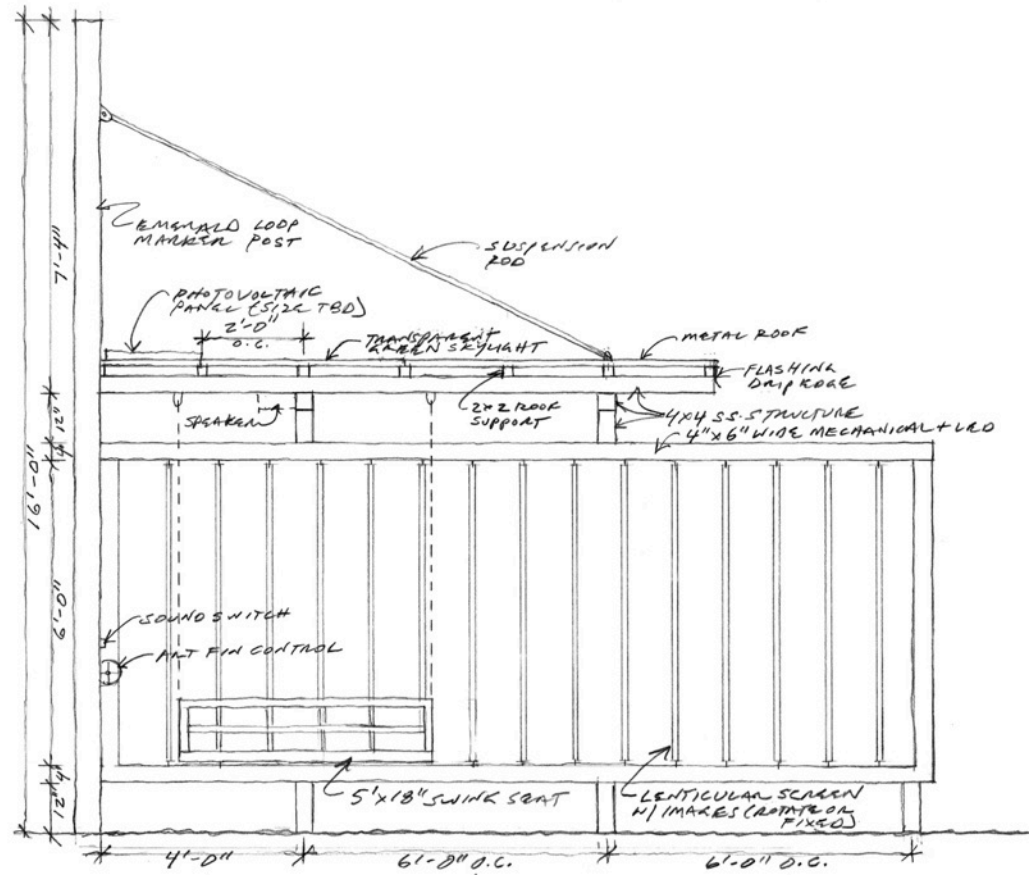
Swing, 5' long, painted green



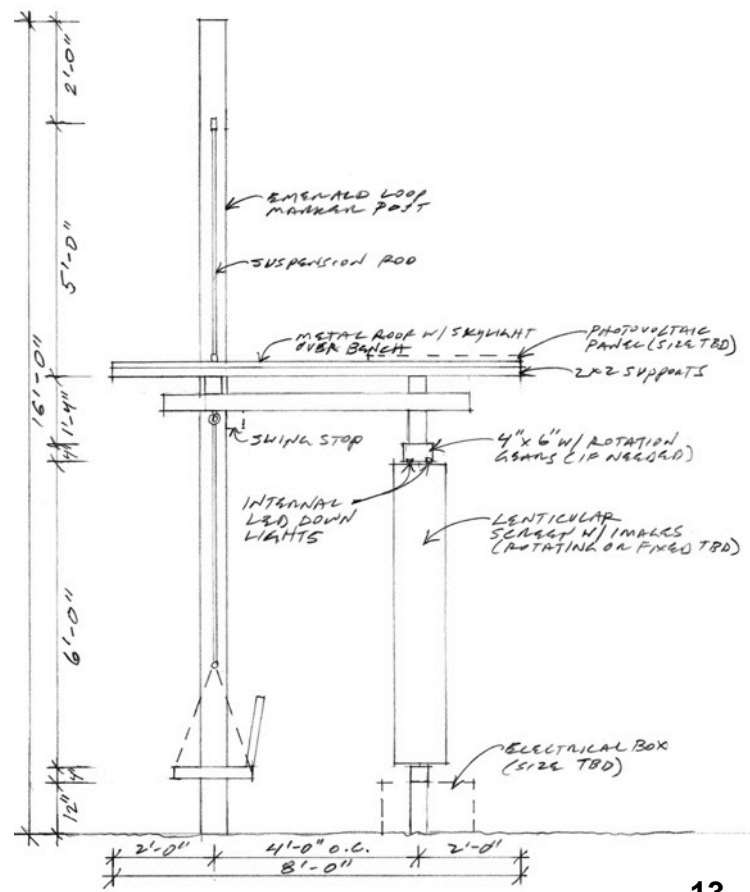
# Shelter Plan



# Shelter Elevations



Front Elevation

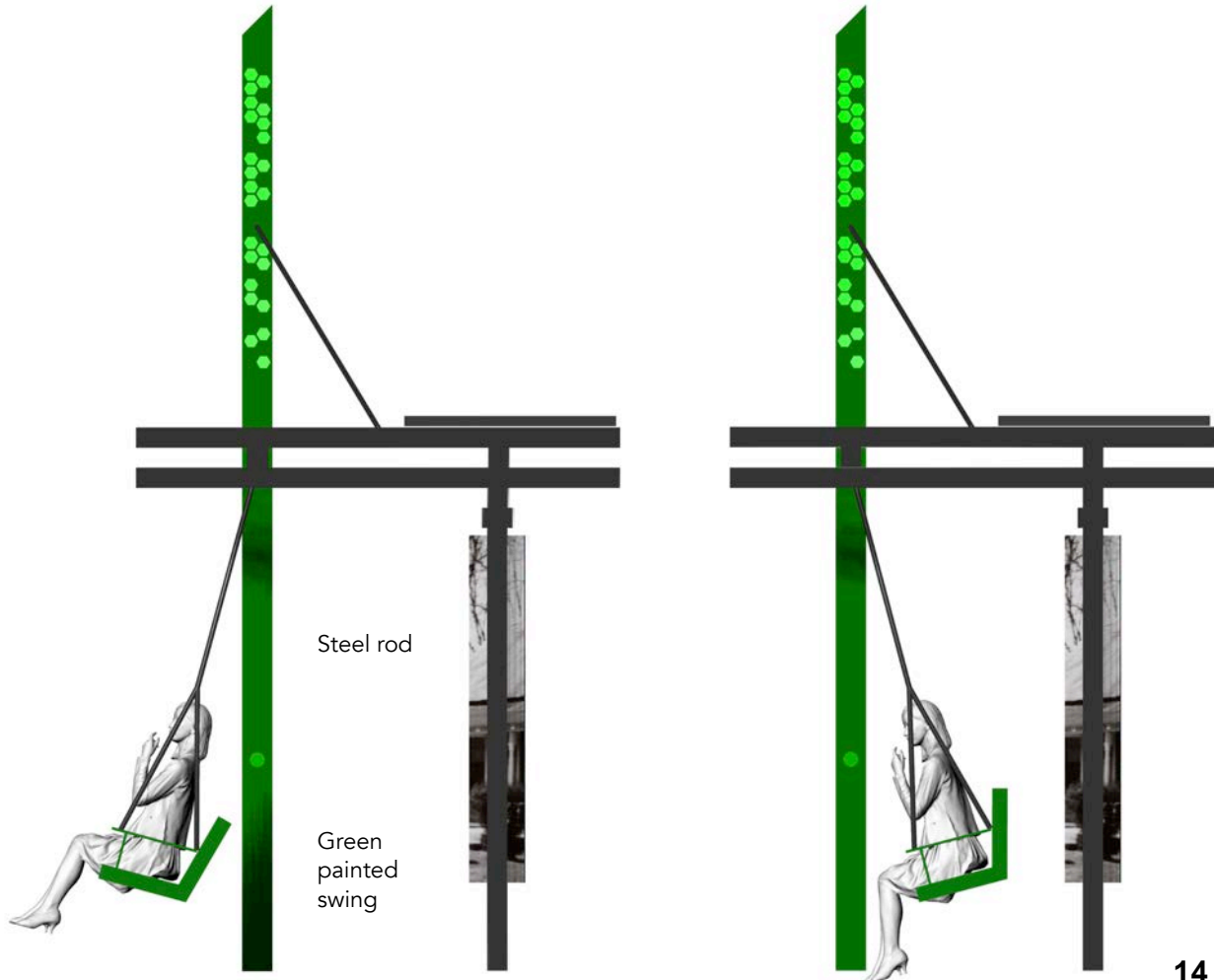


Side Elevation

# Porch Swing

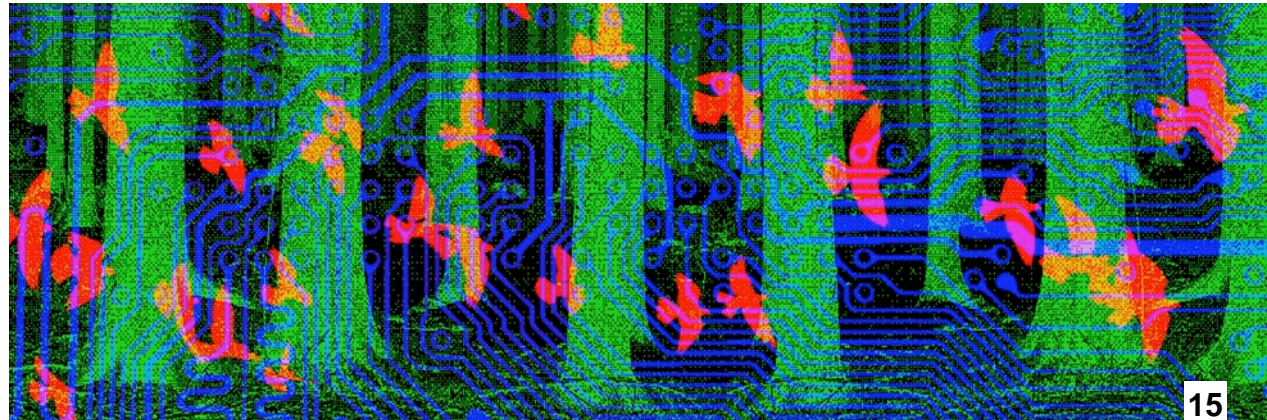
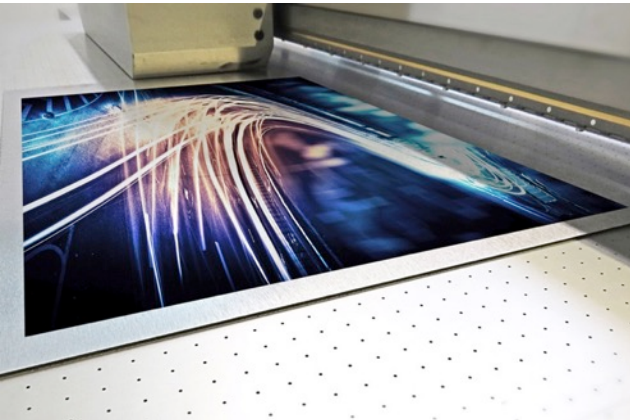


An off-the-shelf porch swing may be used



Steel stops in roof frame limit swing motion in both directions

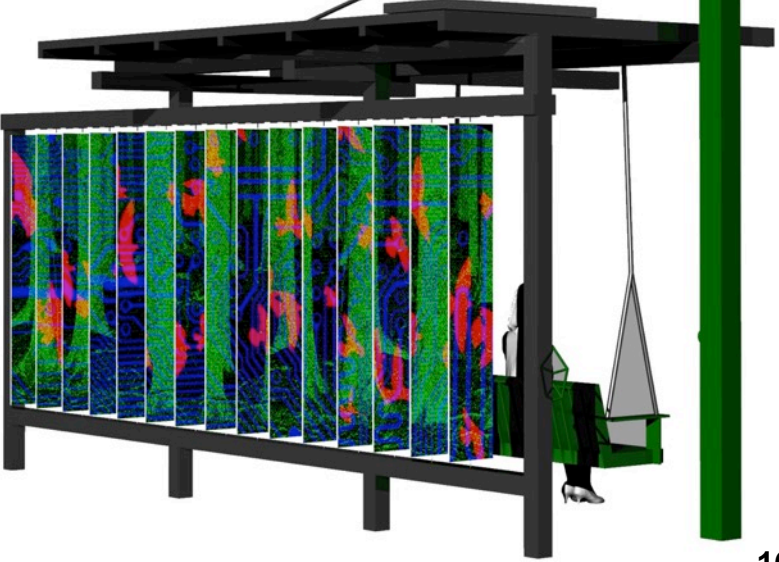
# Imagery for Lenticular Fins



# Lenticular Fins, Stationary (Perpendicular to Frame)



Right Side View

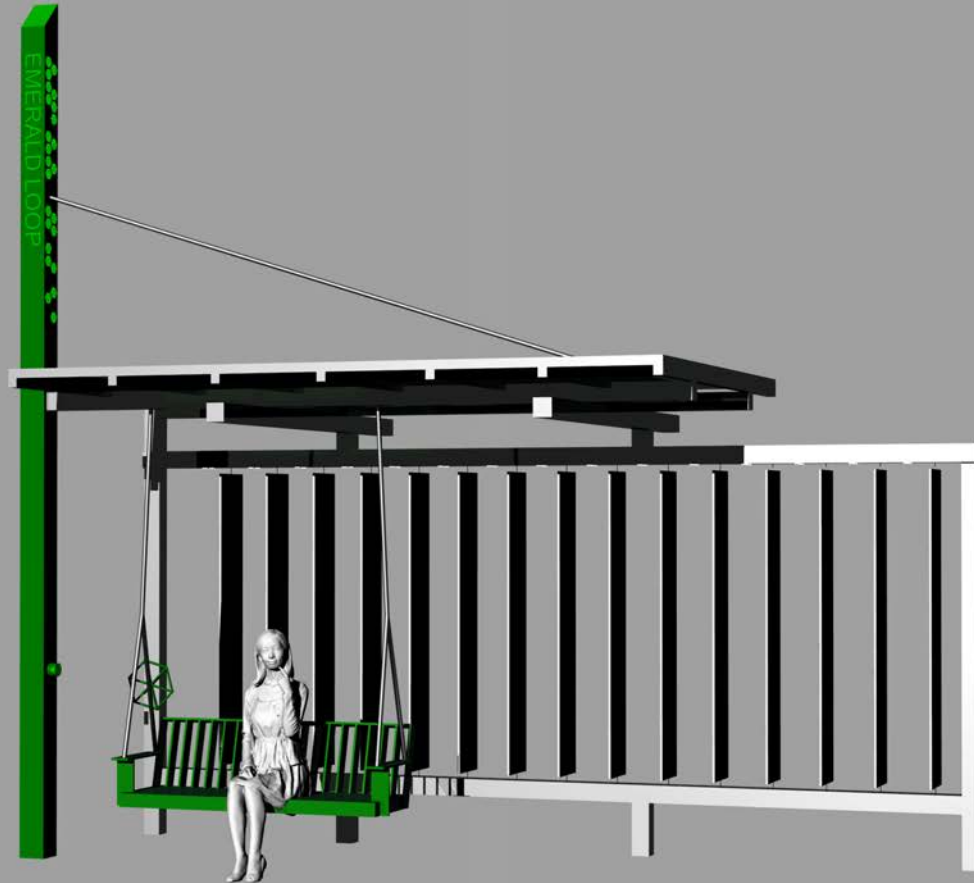


Left Side View

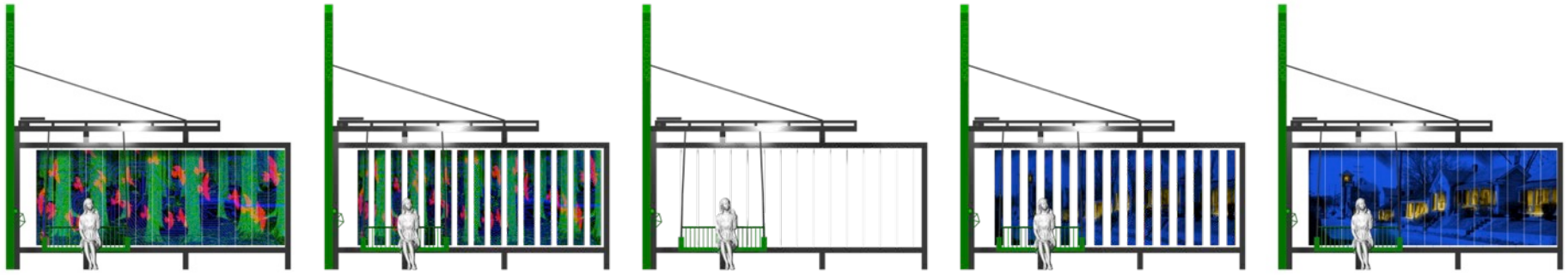


# Lenticular Fins, Stationary

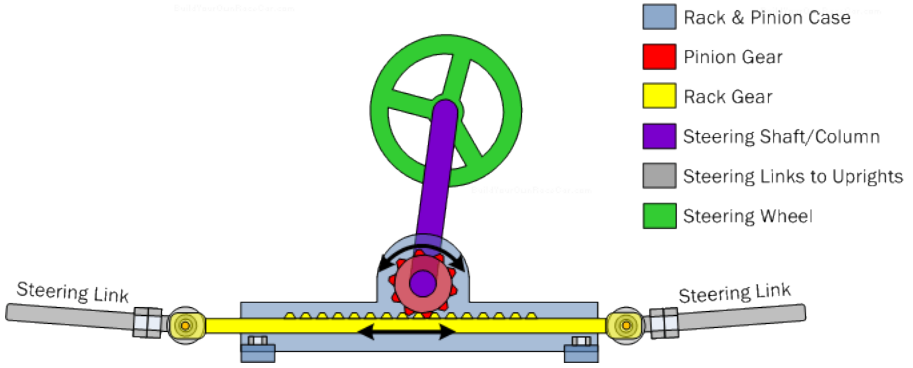
Rotation around shelter, GIF



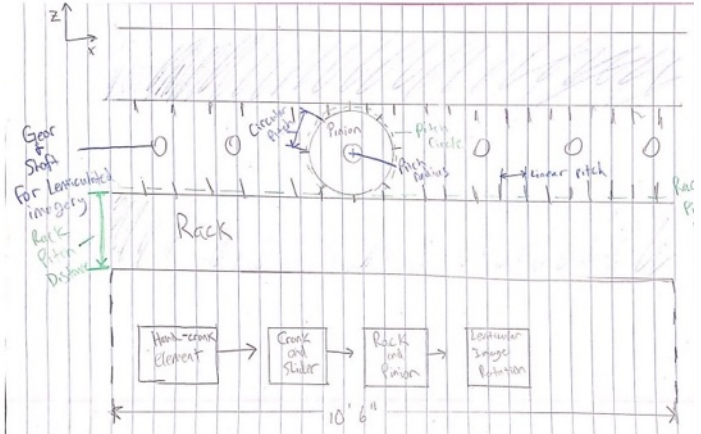
# Lenticular Fins, Rotating



Sequence showing 180-degree rotation of fins

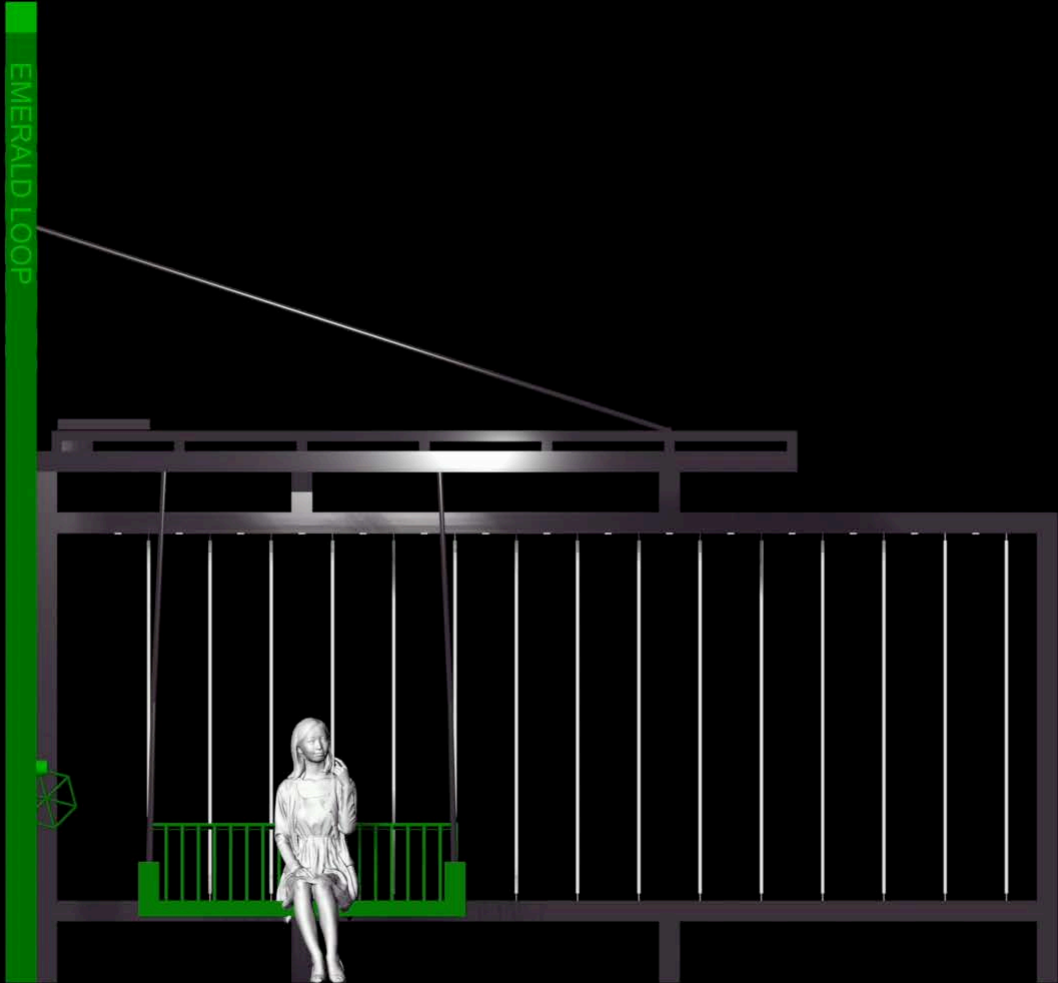


Rack and pinion gear system to be housed in horizontal steel tube along bottom of fins



ECU student diagram of rack and pinion system

# Lenticular Fins, Rotating



Rotation of lenticular fins, GIF

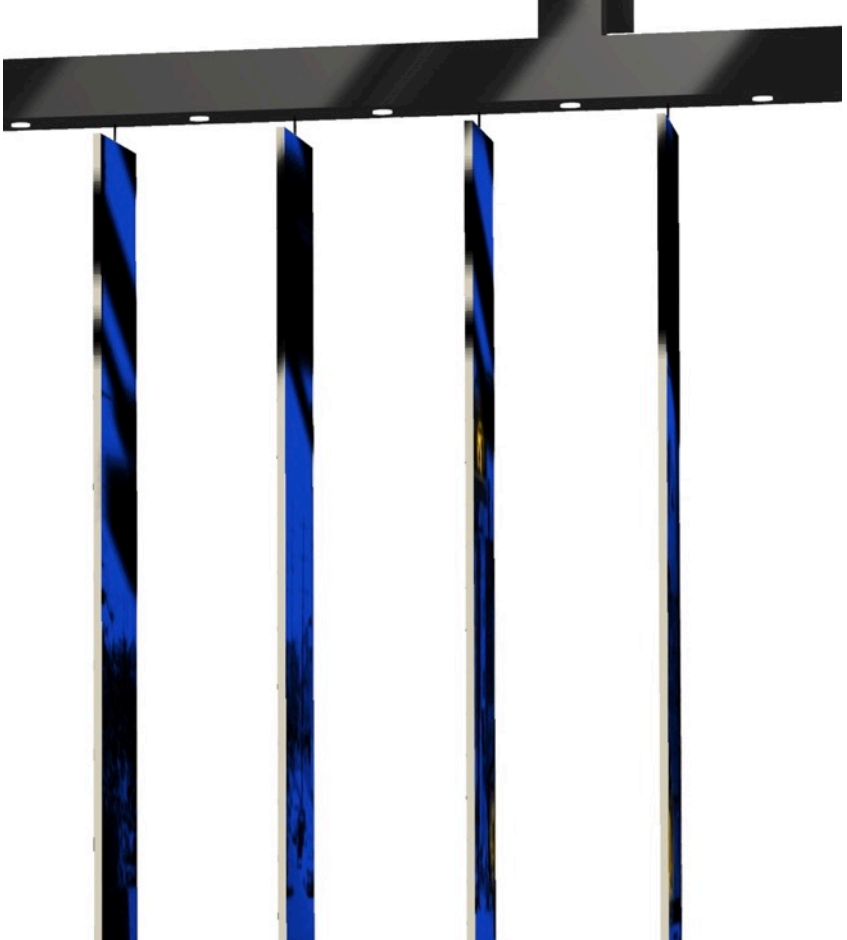
# LED System



Stationary fins may require one LED betw

etween fins, to illuminate both sides i..

# LEDs in Shelter Frame

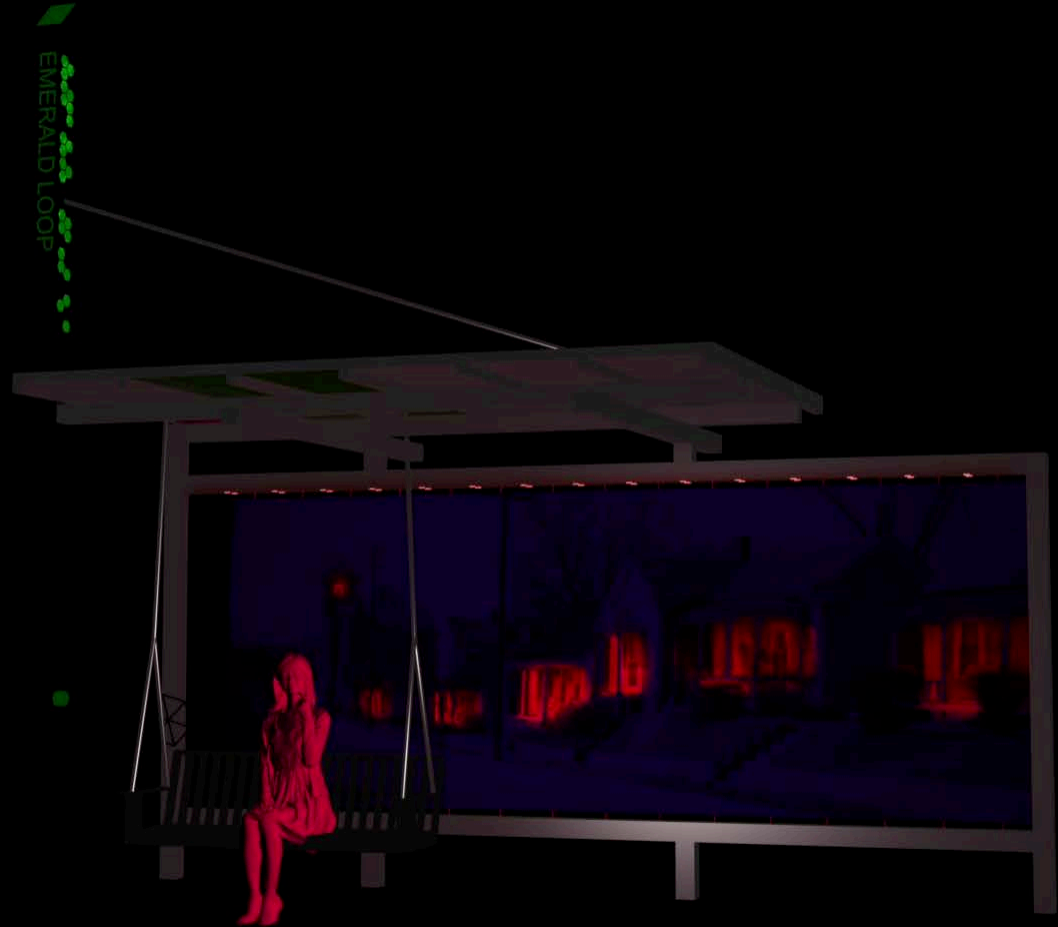


Stationary fins may require one LED between fins

Rotating fins require two LEDs between fins, to illuminate both sides i...  
closed position

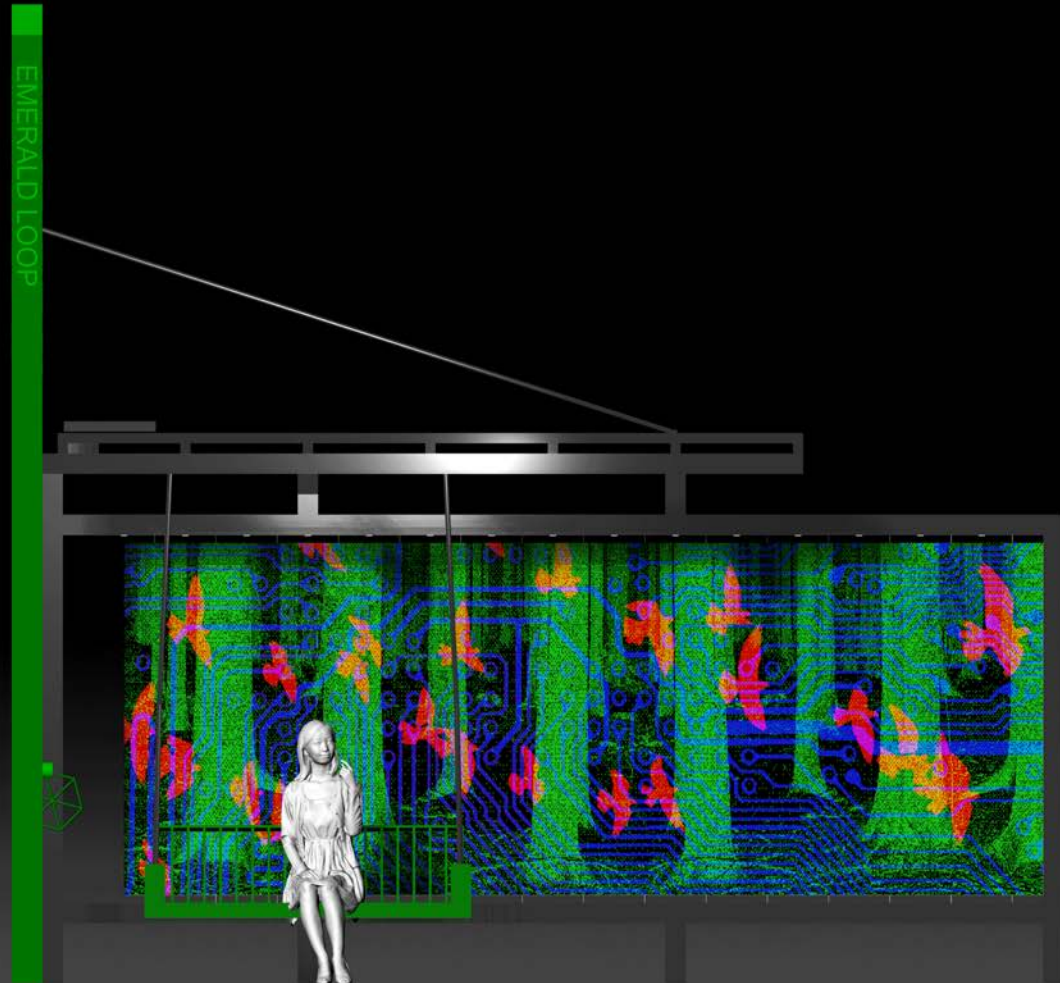
# RGB Lighting Effects

Light colors changing on colored  
historic photo of 1<sup>st</sup> Street,  
video

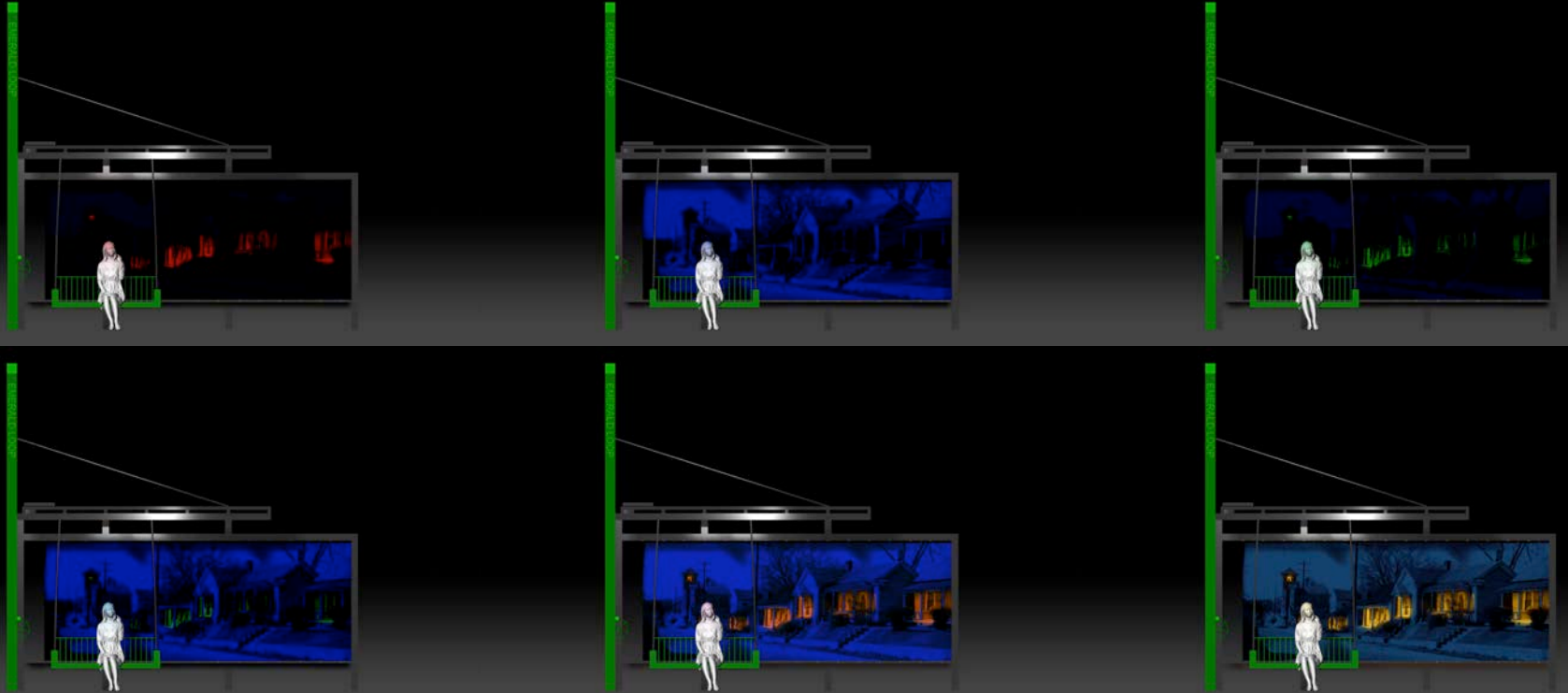


# RGB Lighting Effects

Light colors changing on  
placeholder RGB image, GIF



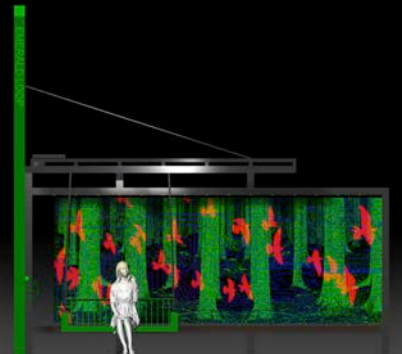
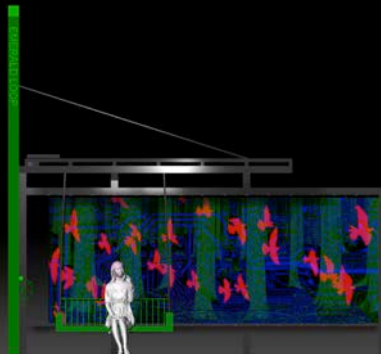
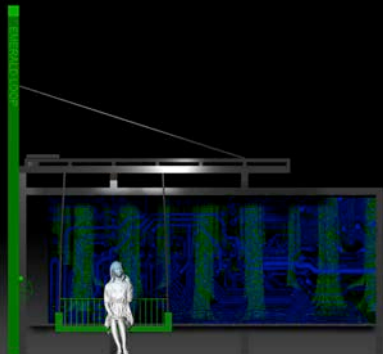
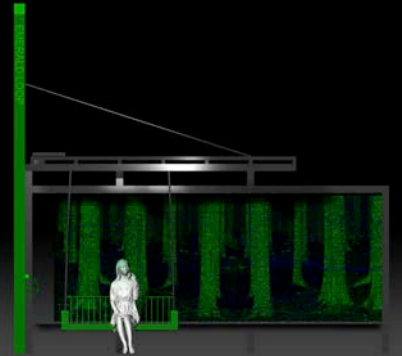
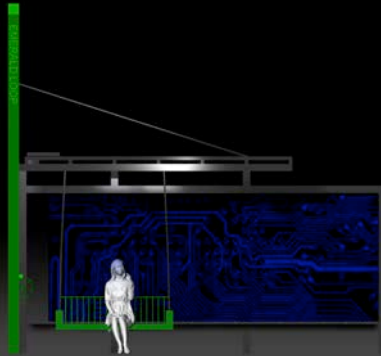
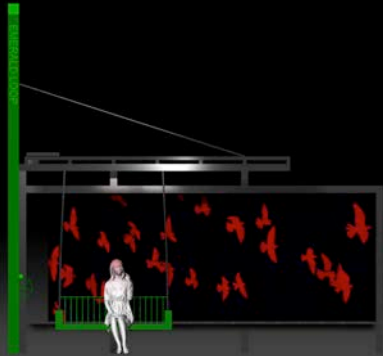
# RGB Lighting Effects



Light colors changing on historic 1<sup>st</sup> Street image



# RGB Lighting Effects



Light colors changing on placeholder RGB image



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

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**Title of Item:** Resolution and Deed of Release for Abandonment of a 10' Wide and 25' Wide Electrical Easement Across Tax Parcel No. 19617

**Explanation:** Property owner, Lake Kristi Properties, LLC, is requesting that the City of Greenville abandon a 10' wide and 25' wide electrical easement across Tax Parcel No. 19617. No transmission lines were ever installed in the 10' wide and 25' wide electrical easements. As such, the 10' wide and 25' wide electrical easements are no longer needed by the Greenville Utilities Commission.

At its October 20, 2022 regular meeting, the GUC Board of Commissioners authorized the execution of a resolution requesting the City Council of the City of Greenville to abandon such 10' wide and 25' wide electrical easements and requests the execution of a Deed of Release in favor of the current owner.

**Fiscal Note:** No costs to the City.

**Recommendation:** Authorize the execution of a Resolution and Deed of Release to abandon such electrical easements across Tax Parcel 19617

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## ATTACHMENTS

- [📄 Resolution of City Council of the City of Greenville \(Lake Kristi Properties LLC - PN 19617\) with Exhibit A \(2\).pdf](#)
- [📄 Deed of Release \(Lake Kristi Properties LLC - PN 19617\) with exhibits.docx.pdf](#)

RESOLUTION

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
ABANDONING A TEN FOOT (10') WIDE ELECTRICAL EASEMENT  
AND A TWENTY-FIVE FOOT (25') WIDE ELECTRICAL EASEMENT  
PREVIOUSLY GRANTED TO THE CITY OF GREENVILLE  
FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION  
(MAP BOOK 59 AT PAGE 72, PITT COUNTY PUBLIC REGISTRY),  
AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a ten foot (10') wide Electrical Easement and a twenty-five foot (25') wide Electrical Easement across Tax Parcel No. 19617, which said easements are more particularly described in Map Book 59 at Page 72, Pitt County Public Registry; and

WHEREAS, the current owner of such property, Lake Kristi Properties, LLC, a North Carolina Limited Liability Company, has requested the City of Greenville and Commission to abandon such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement as hereinafter described as to be abandoned, and said owner has requested the City of Greenville to acknowledge such abandonments and to execute a Deed of Release in its favor; and

WHEREAS, Commission anticipates no use or need now or in the future for such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement hereinafter described as to be abandoned; and

WHEREAS, Commission desires to abandon such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement hereinafter described as to be abandoned, all as are shown as to be abandoned on that certain plat entitled "Parcel # 19617 – Bells Fork Mini Storage Easements to be Abandoned Pitt Co., NC" dated September 12, 2022, prepared by Commission, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned; and

WHEREAS, Commission deems such abandonments to be reasonable and in the best interests of Commission and all parties and has requested the City of Greenville of North Carolina to acknowledge such abandonment and release of such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement as shown on such plats as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session in the Council Chambers of the City Hall, City of Greenville, North Carolina, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, as follows:

1. That the City Council of the City of Greenville does hereby abandon such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement previously granted to the City of Greenville for the use and benefit of Commission, which said easements are more particularly described in Map Book 59 at Page 72, Pitt County Public Registry, and which said Electrical Easements to be abandoned are shown on that certain plat attached hereto as Exhibit "A".

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Lake Kristi Properties, LLC, a North Carolina Limited Liability Company, the current owner of the property encumbered by such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville might have in and to such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned as hereinabove described.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

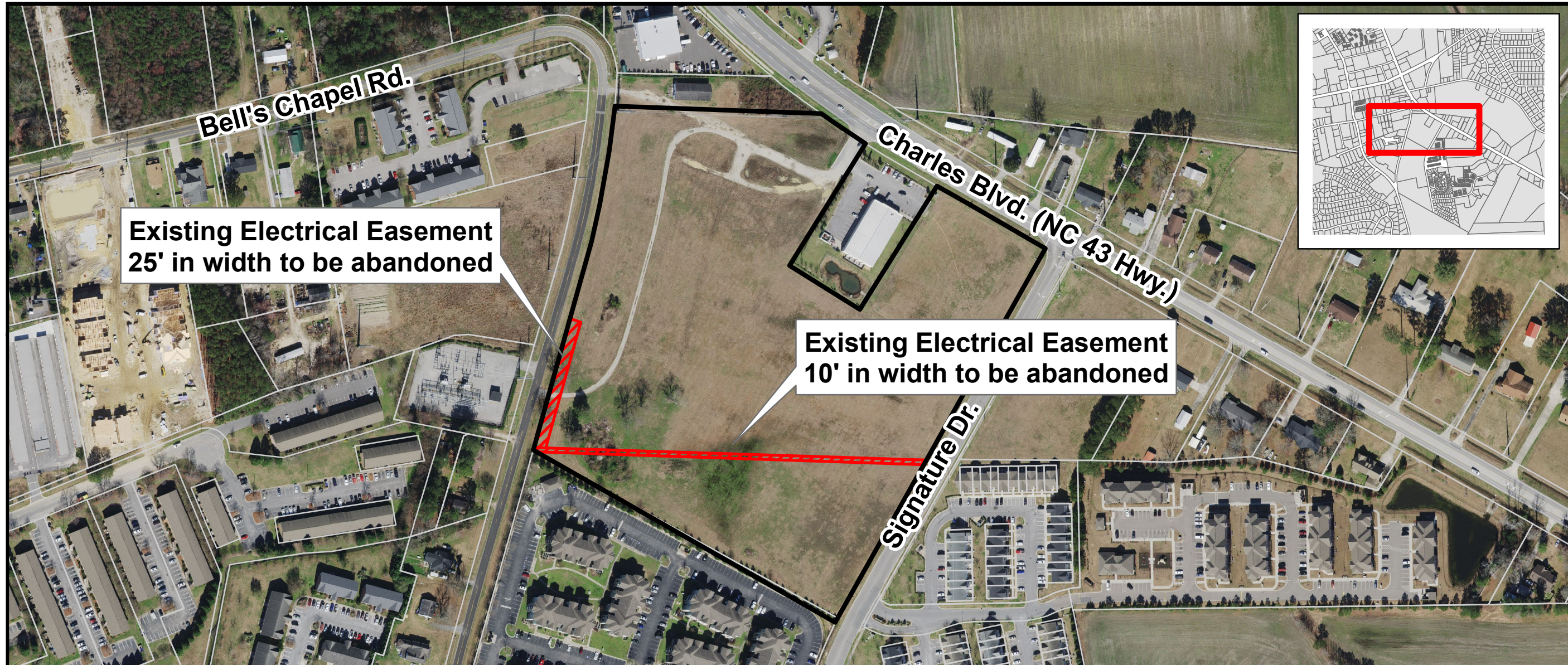
CITY OF GREENVILLE

By: \_\_\_\_\_  
P.J. CONNELLY, MAYOR

ATTEST:

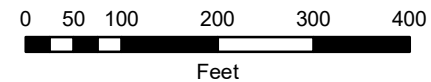
\_\_\_\_\_  
VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]



Disclaimer:  
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

**Parcel # 19617 - Bells Fork Mini Storage**  
**Easements to be Abandoned**  
**Pitt Co., NC**



Date Created: 9/12/2022

Created By: GDS

Requested By: Debra Miller



Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172

Prepared by: Phillip R. Dixon, Attorney  
File: Greenville Utilities Commission  
Post Office Box 1847  
Greenville, NC 27835

NORTH CAROLINA

**DEED OF RELEASE**

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Lake Kristi Properties, LLC, 3933 Mobley's Bridge Road, Grimesland, Pitt County, North Carolina 27837, party of the second part (hereinafter called GRANTEE).

THAT WHEREAS, the GRANTOR, for the use and benefit of Greenville Utilities Commission (hereinafter referred to as "Commission"), previously received a ten foot (10') wide Electrical Easement and a twenty-five foot (25') wide Electrical Easement across Tax Parcel No. 19617, which said easements are more particularly described in Map Book 59 at Page 72, Pitt County Public Registry; and

WHEREAS, such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement are no longer needed by the Commission; and

WHEREAS, such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned are shown on that certain plat entitled "Parcel # 19617 – Bells Fork Mini Storage Easements to be Abandoned Pitt Co., NC" dated September 12, 2022, prepared by Commission, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned; and

WHEREAS, the current owner of the underlying fee interest in such property, Lake Kristi Properties, LLC, has requested abandonment of such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned; and

WHEREAS, Commission has requested GRANTOR to indicate formally that it has no plans or interest in such property encumbered by such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned; and

WHEREAS, Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner(s) of such property, to indicate its abandonment and release of such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned, as described and shown on Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Commission, has duly adopted the Resolution abandoning to GRANTEE, such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement as shown on Exhibit "A" as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit "B" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge, and forever quitclaim unto Lake Kristi Properties, LLC, as the current owner of the subject property, its heirs and assigns, all the GRANTOR's rights, title, and interest in and to such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement previously granted to the City of Greenville, for the use and benefit of Commission, which said easements are more particularly described in Map Book 59 at Page 72, Pitt County Public Registry, all as is shown as to be abandoned on Exhibit "A" which is attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereunto affixed, all by Resolution duly entered by the City Council of GRANTOR, on the day and year first above written.

CITY OF GREENVILLE

By: \_\_\_\_\_  
P.J. CONNELLY, MAYOR

ATTEST:

\_\_\_\_\_  
VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

NORTH CAROLINA  
PITT COUNTY

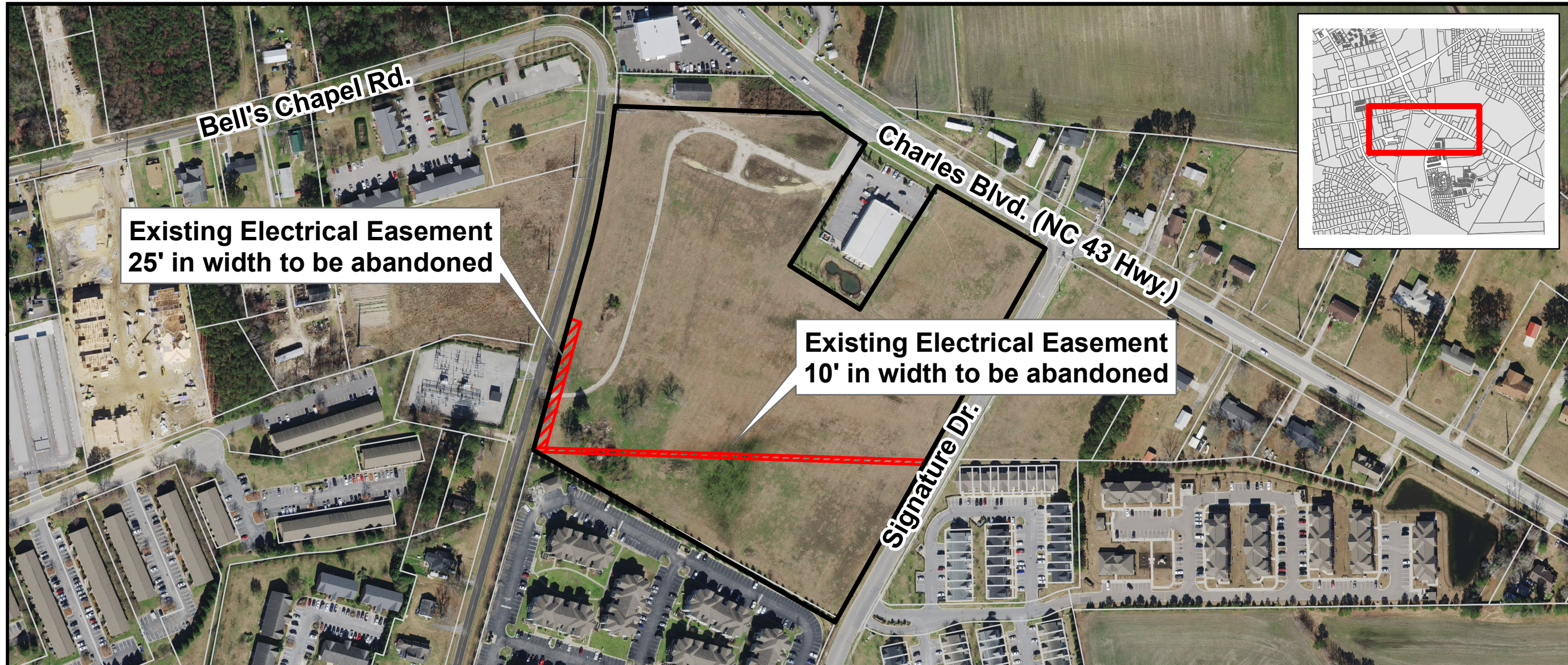
I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that VALERIE P. SHIUWEGAR personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal, and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

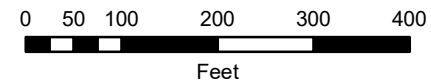
My Commission Expires: \_\_\_\_\_





Disclaimer:  
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**Parcel # 19617 - Bells Fork Mini Storage**  
**Easements to be Abandoned**  
**Pitt Co., NC**



Date Created: 9/12/2022

Created By: GDS

Requested By: Debra Miller



Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172

RESOLUTION

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
ABANDONING A TEN FOOT (10') WIDE ELECTRICAL EASEMENT  
AND A TWENTY-FIVE FOOT (25') WIDE ELECTRICAL EASEMENT  
PREVIOUSLY GRANTED TO THE CITY OF GREENVILLE  
FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION  
(MAP BOOK 59 AT PAGE 72, PITT COUNTY PUBLIC REGISTRY),  
AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a ten foot (10') wide Electrical Easement and a twenty-five foot (25') wide Electrical Easement across Tax Parcel No. 19617, which said easements are more particularly described in Map Book 59 at Page 72, Pitt County Public Registry; and

WHEREAS, the current owner of such property, Lake Kristi Properties, LLC, a North Carolina Limited Liability Company, has requested the City of Greenville and Commission to abandon such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement as hereinafter described as to be abandoned, and said owner has requested the City of Greenville to acknowledge such abandonments and to execute a Deed of Release in its favor; and

WHEREAS, Commission anticipates no use or need now or in the future for such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement hereinafter described as to be abandoned; and

WHEREAS, Commission desires to abandon such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement hereinafter described as to be abandoned, all as are shown as to be abandoned on that certain plat entitled "Parcel # 19617 – Bells Fork Mini Storage Easements to be Abandoned Pitt Co., NC" dated September 12, 2022, prepared by Commission, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned; and

WHEREAS, Commission deems such abandonments to be reasonable and in the best interests of Commission and all parties and has requested the City of Greenville of North Carolina to acknowledge such abandonment and release of such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement as shown on such plats as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session in the Council Chambers of the City Hall, City of Greenville, North Carolina, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, as follows:

1. That the City Council of the City of Greenville does hereby abandon such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement previously granted to the City of Greenville for the use and benefit of Commission, which said easements are more particularly described in Map Book 59 at Page 72, Pitt County Public Registry, and which said Electrical Easements to be abandoned are shown on that certain plat attached hereto as Exhibit "A".

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Lake Kristi Properties, LLC, a North Carolina Limited Liability Company, the current owner of the property encumbered by such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville might have in and to such ten foot (10') wide Electrical Easement and twenty-five foot (25') wide Electrical Easement to be abandoned as hereinabove described.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF GREENVILLE

By: \_\_\_\_\_  
P.J. CONNELLY, MAYOR

ATTEST:

\_\_\_\_\_  
VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]



City of Greenville,  
North Carolina

Meeting Date: 11/07/2022

**Title of Item:** Ordinance amending Greenville Utilities Commission Sugg Parkway Substation project budget

**Explanation:** In June of 2011, Greenville Utilities Commission's capital project Sugg Parkway Substation was adopted as part of the budget ordinance. The budget ordinance incorrectly notated the revenue funding source as fund balance. The budget amendment changes the funding source to long-term debt service.

At its October 20, 2022 regular Board Meeting, the GUC Board of Commissioners adopted the budget amendment and recommends similar action by City Council.

**Fiscal Note:** No costs to the City.

**Recommendation:** Adopt the attached ordinance to amend the Sugg Parkway Substation Project Budget

ATTACHMENTS

 [Ordinance Amending 11-026 ECP-134 Sugg Parkway Substation.pdf](#)

ORDINANCE NO. 22- \_\_\_\_\_  
 CITY OF GREENVILLE, NORTH CAROLINA  
 TO AMEND A CAPITAL PROJECT BUDGET (ORDINANCE NO. 11-026)  
 SUGG PARKWAY SUBSTATION

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

	Current Budget	Change	Proposed Budget
<u>Revenues</u>			
Long Term Debt	\$0	\$3,400,000	\$3,400,000
Capital Projects Fund Balance	\$3,400,000	(\$3,400,000)	\$0
	\$3,400,000	\$0	\$3,400,000
<u>Expenditures</u>			
Project Costs	\$3,400,000	\$0	\$3,400,000
	\$3,400,000	\$0	\$3,400,000

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

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

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attest:

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



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

---

**Title of Item:** Ordinance and Reimbursement Resolution approving Greenville Utilities Commission's Water Capital Project Budget for the Water Main Rehabilitation Phase III Project

**Explanation:** In April of 2022, the GUC Board of Commissioners adopted a resolution authorizing the General Manager/CEO as the authorized agent for a State Revolving Fund (SRF) loan/grant application. GUC staff prepared and submitted an SRF funding application for GUC's Water Main Rehabilitation Project Phase III, with an estimated cost of approximately \$6.0 million. Subsequently, GUC was awarded a \$5.0 million grant. The proposed Phase III project is a continuation of the Water Main Rehabilitation Program initially authorized by the GUC Board in December 2013. Phase I was completed in December 2018, and Phase II was completed in 2022. The proposed Phase III project will consist of rehabilitation of 2.25 miles of cast iron pipe at the following locations:

- 1,400 feet on Eastern Street and Third Street
- 1,070 feet on West 4th Street
- 711 feet on 4th Street
- 4,150 on Elm Street
- 4,667 feet on 5th Street

Rehabilitation of water mains involves installing a new structural pipe liner, with minimal excavation needed for cleaning and liner insertion. At its October 20, 2022 regular Board Meeting, the GUC Board of Commissioners approved the adoption of a Water Capital Budget in the amount of \$6,000,000 and recommends similar action by City Council.

**Fiscal Note:** No costs to the City.

**Recommendation:** Adopt attached Ordinance and Reimbursement Resolution

---

## ATTACHMENTS

- 📄 [Ordinance - Water Main Rehab Phase III.pdf](#)
- 📄 [Reimbursement Resolution - Water Main Rehab Phase III COG.pdf](#)

ORDINANCE NO. 22-\_\_\_\_\_

WATER CAPITAL PROJECT BUDGET  
Water Main Rehabilitation Phase III

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

Section 1. Revenues. Revenues of the Water Capital Project Budget, Water Main Rehabilitation Phase III Project, is hereby established to read as follows:

Revenue

Grant	\$5,000,000	
Long-Term Debt	<u>\$1,000,000</u>	
Total Project Revenue		<u><u>\$6,000,000</u></u>

Section 2. Expenditures. Expenditures of the Water Capital Project Budget, Water Main Rehabilitation Phase III Project, is hereby established to read as follows:

Expenditures

Project costs	<u>\$6,000,000</u>	
Total Project Expenditures		<u><u>\$6,000,000</u></u>

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

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

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

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

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

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

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

WHEREAS, the Additional Improvement consists of the water main rehabilitation phase III project; and

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

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

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

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



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

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$1,000,000.

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

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

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

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2022.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar

City Clerk

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

Ayes: \_\_\_\_\_

\_\_\_\_\_.

Noes: \_\_\_\_\_.

\* \* \* \* \*

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on \_\_\_\_\_, 2022, as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

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

WITNESS my hand and the official seal of said City, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

City Clerk

[SEAL]



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

---

**Title of Item:** Resolution of Intent to Close Southpark Drive

**Explanation:** Closure of Southpark Drive is being requested by the adjoining property owners. Southpark Drive is north of W. Fire Tower Road and East of S. Memorial Drive, being on both sides of South Square Drive and about 1000 feet north of Whitley Drive.

The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its July 19, 2022, meeting.

The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). GUC requests the existing utility easements over and upon the right-of-way of the street to remain after street closure.

**Fiscal Note:** Budgeted funds for annual maintenance of this street section will no longer be required.

**Recommendation:** Approve the Resolution of Intent to Close Southpark Drive setting a public hearing on December 8, 2022 to consider the Resolution to Close.

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## ATTACHMENTS

-  [Southpark Drive Resolution of Intent to Close.pdf](#)
-  [Closure map Southpark Dr 10-11-22.pdf](#)

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
DECLARING ITS INTENT TO CLOSE SOUTHPARK DRIVE

WHEREAS, the City Council intends to close Southpark Drive located on both sides of South Square Drive and about 1000 feet north of Whitley Drive in Fire Tower Commercial Park Subdivision, in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close Southpark Drive located on both sides of South Square Drive and about 1000 feet north of Whitley Drive in Fire Tower Commercial Park Subdivision, more particularly described as follows:

Description for the portion of South Park Drive on the west side of South Square Drive.

BEGINNING at an iron pipe at the intersection of the western right-of-way of South Square Drive with the northern right of way of Southpark Drive with said iron pipe being located S 02°44'42" W - 65.96' (Chord) and S04°45'21"W - 210.98' as measured along the western right-of-way of South Square Drive from an iron pipe located at the southeastern most corner of Lot 1A, South Pointe, Section 1 as show in Map Book 69, Page 154 of the Pitt County Register of Deeds; thence from the above described BEGINNING point and running with the western right-of- way of South Square Drive, S04°45'21"W-100.00' to a point in the southern right of way of Southpark Drive; thence with the southern right of way of Southpark Drive, with a curve to the left and arc distance of 39.27', said curve having a radius of 25.00' and a chord bearing N40°14'39"W - 35.36' to the point of tangency; thence N85°14'39"W - 199.68' to the point of curvature; thence with a curve to the right an arc distance of 218.63', said curve having a radius of 50.00' and a chord bearing, N40°01'13"E - 81.65' to the point of reverse curvature in the northern right of way of Southpark Drive; thence with the northern right of way of Southpark Drive, a curve to the left, an arc distance of 30. 77', said curve having a radius of 25.00' and a chord bearing S49°58'47"E - 28.87' to the point of tangency; thence S85°14'39"E - 128.97' to the point of curvature; thence with a curve to the left an arc distance of 39.27', said curve having a radius of 25.00' and a chord bearing N49°45'21"E - 35.36' to the point in the western right of way of South Square Drive, the point of BEGINNING, containing 0.401 acre more or less as shown on a Street Closing Map for Southpark Drive as prepared by Baldwin Design Consultants, PA, dated May 20, 2022, and incorporated herein by reference.

Description for the portion of South Park Drive on the east side of South Square Drive.

BEGINNING at an iron pipe at the intersection of the eastern right-of-way of South Square Drive with the northern right of way of Southpark Drive, with said iron pipe being located, as S02°56'20"W - 63.42' (Chord) and S04°45'21"W - 213.50' as measured along the eastern right-of-way of South Square Drive from an iron pipe

located at the southwestern most corner of Lot 59B, South Pointe, Section 1, as shown in Map Book 65, Page 130, of the Pitt County Register of Deed; thence from the above described BEGINNING point; leaving the eastern right-of-way of South Square Drive, and running along the northern right of way of Southpark Drive, a curve to the left with an arc distance of 39.37', said curve having a radius of 25.00' and a chord bearing S40°14'39"E - 35.36' to the point of reverse curvature; thence with a curve to the right an arc distance of 105.47', said curve having a radius of 175.00' and a chord bearing S60°07'32"E - 103.02'; thence running along the eastern terminus of Southpark Drive, S38°59'35"W - 50.00' to a point on a curve in the southern right of way of Southpark Drive; thence with the curved southern right of way of Southpark Drive, a curve to the left an arc distance of 74.69', said curve having a radius of 125.00' and a chord bearing N60°07'32"W - 73.59' to the point of compound curvature; thence with a curve to the left an arc distance of 39.27', said curve having a radius of 25.00' and a chord bearing S49°45'21"W - 35.36' to the eastern right-of-way of South Square Drive; thence with the eastern right-of-way N04°45'21"E - 100.00' to the point of BEGINNING, containing 0.138 acre more or less as shown on a Street Closing Map for Southpark Drive as prepared by Baldwin Design Consultants, PA, dated May 20, 2022, and incorporated herein by reference.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chambers, City Hall, Greenville, North Carolina, on the 8<sup>th</sup> day of December, 2022, at 6:00 p.m., to consider the advisability of closing the aforesaid street section. At such public hearing, all objections and suggestions will be duly considered.

BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that a copy of this resolution be posted in at least two (2) places along the portion of the street to be closed.

Duly adopted this the 7<sup>th</sup> day of November, 2022.

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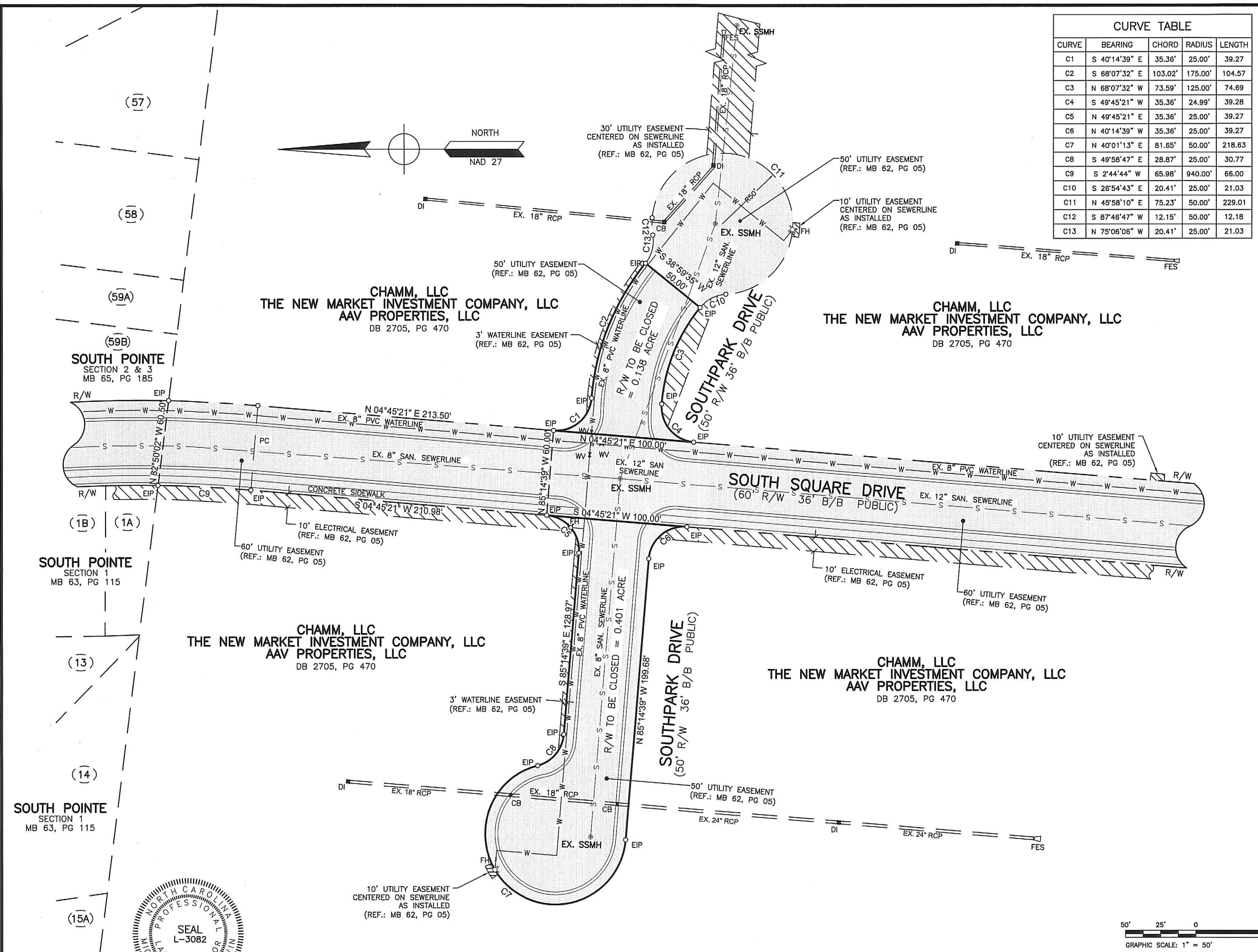
P.J. Connelly, Mayor

ATTEST:

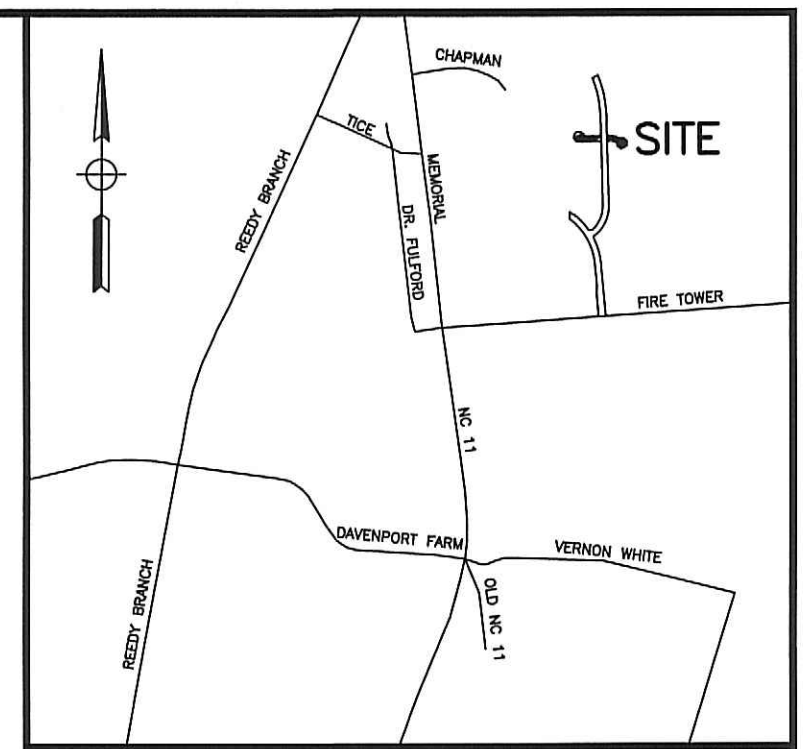
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Valerie Shiuwegar, City Clerk

22-049 (STREET CLOSURE MAP) - TRACT 1 AND 2.DWG



CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	S 40°14'39" E	35.36'	25.00'	39.27
C2	S 68°07'32" E	103.02'	175.00'	104.57
C3	N 68°07'32" W	73.59'	125.00'	74.69
C4	S 49°45'21" W	35.36'	24.99'	39.28
C5	N 49°45'21" E	35.36'	25.00'	39.27
C6	N 40°14'39" W	35.36'	25.00'	39.27
C7	N 40°01'13" E	81.65'	50.00'	218.63
C8	S 49°58'47" E	28.87'	25.00'	30.77
C9	S 2°44'44" W	65.98'	940.00'	66.00
C10	S 26°54'43" E	20.41'	25.00'	21.03
C11	N 45°58'10" E	75.23'	50.00'	229.01
C12	S 87°48'47" W	12.15'	50.00'	12.18
C13	N 75°06'06" W	20.41'	25.00'	21.03



VICINITY MAP

- LEGEND**
- BC = BACK OF CURB
  - BB = BACK OF CURB TO BACK OF CURB
  - DI = DROP INLET
  - EIP = EXISTING IRON PIPE
  - FH = FIRE HYDRANT
  - GYE = GYE WIRE
  - MH = MANHOLE
  - NPS = NO POINT SET
  - PVC = POLYVINYL CHLORIDE
  - R/W = RIGHT-OF-WAY
  - SSMH = SAN SEWER MANHOLE
  - WM = WATER METER
  - WV = WATER VALVE
  - SSMH = SAN SEWER MANHOLE
  - [Symbol] = UTILITY EASEMENT
  - [Symbol] = ZONING CLASSIFICATION

**REVIEW OFFICER**

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE \_\_\_\_\_

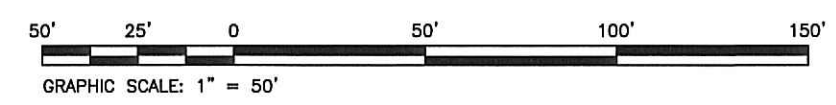
REVIEW OFFICER \_\_\_\_\_

NORTH CAROLINA, PITT COUNTY

FILED FOR REGISTRATION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

REGISTER OF DEEDS

BY: \_\_\_\_\_  
DEPUTY REGISTER OF DEEDS



SHEET 1 OF 1  
STREET CLOSURE MAP

**SOUTHPARK DRIVE**

REFERENCE: MAP BOOK 73, PAGE 195  
OF THE PITT COUNTY REGISTER OF DEEDS OFFICE

**GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.**

	ENGINEERING - LAND PLANNING - SURVEYING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390	LICENSE # C-3496	SURVEYED: BM	APPROVED: MWB
	CHECKED: MWB	SCALE: 1" = 50'	DRAWN: JET	DATE: 05/20/22

CLOSURE CHECK BOUNDARY	
CHECKED: CGD	DATE: 05/20/22



**CERTIFICATION**

THIS IS TO CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL FIELD LAND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINE; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 20th DAY OF MAY, 2022.

MICHAEL WEST BALDWIN, PLS L-3082

**SOURCE OF TITLE**

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:

DEED BOOK 2705 PAGE 470  
MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

NC REGISTRATION NO. L-3082

**NOTES**

- THIS MAP IS A SURVEY OF ANOTHER CATEGORY.
- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.

**MAYOR'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE \_\_\_\_\_

RESOLUTION No. \_\_\_\_\_

SIGNED \_\_\_\_\_ MAYOR

SIGNED \_\_\_\_\_ CITY CLERK



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

---

<b><u>Title of Item:</u></b>	Resolution Accepting Dedication of Rights-of-Way and Easements for Bent Creek Phase 6, Gordon Drive
<b><u>Explanation:</u></b>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Bent Creek Phase 6, Gordon Drive (Map Book 71 at Page 16). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<b><u>Fiscal Note:</u></b>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.
<b><u>Recommendation:</u></b>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Bent Creek Phase 6, Gordon Drive.

---

## ATTACHMENTS

-  [Bent Creek Resolution.pdf](#)
-  [Gordon Final Plat.pdf](#)

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

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

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

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

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

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

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

Bent Creek Phase 6, Gordon Drive                      Map Book 71 at Page 116

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

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

Adopted the 7<sup>th</sup> day of November, 2022.

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

ATTEST:

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



NORTH CAROLINA  
PITT COUNTY

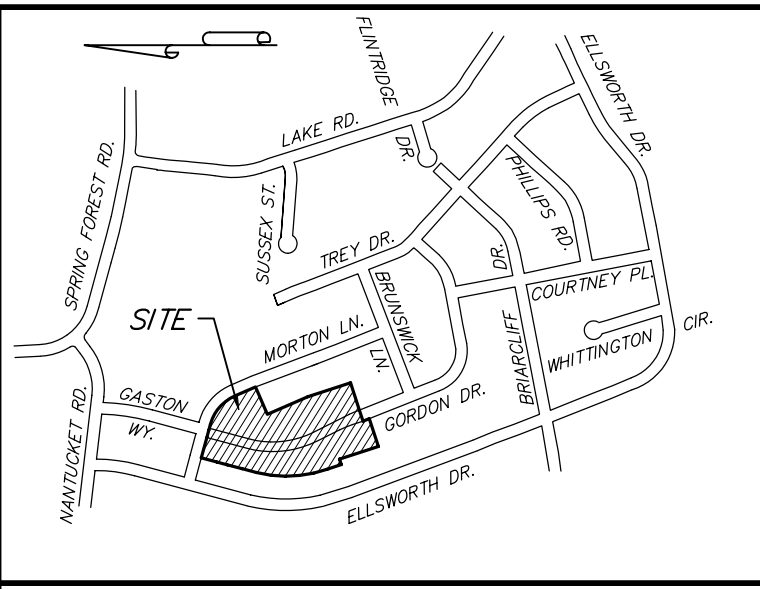
I, Camillia Smith, Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

WITNESS my hand and official seal this the 7<sup>th</sup> day of November, 2022.

---

Notary Public

My Commission Expires:



VICINITY MAP 1" = 1,000'

CURVE TABLE			
CURVE NO.	CHORD DIRECTION	CHORD DISTANCE	RADIUS DISTANCE
C1	S 14° 03' 58" W	17.76' CH	525' R
C2	S 10° 59' 21" W	38.68' CH	525' R
C3	S 6° 47' 30" W	38.21' CH	525' R
C4	S 2° 37' 16" W	38.20' CH	525' R
C5	S 1° 32' 58" E	38.21' CH	525' R
C6	S 5° 43' 12" E	38.21' CH	525' R
C7	S 9° 53' 27" E	38.21' CH	525' R
C8	S 14° 03' 42" E	38.20' CH	525' R
C9	S 18° 10' 17" E	37.07' CH	525' R
C10	S 22° 12' 57" E	27.07' CH	525' R
C11	S 25° 24' 12" E	21.34' CH	525' R
C12	S 26° 00' 16" E	9.36' CH	475' R
C13	S 22° 24' 06" E	50.35' CH	475' R
C14	S 18° 41' 48" E	11.05' CH	475' R
C15	S 14° 13' 01" W	12.43' CH	475' R
C16	S 10° 22' 56" W	52.32' CH	475' R
C17	S 4° 13' 07" W	49.79' CH	475' R
C18	S 1° 44' 36" E	49.04' CH	475' R
C19	S 7° 41' 06" E	49.42' CH	475' R
C20	S 13° 38' 55" E	49.42' CH	475' R
C21	S 19° 31' 03" E	47.85' CH	475' R
C22	S 24° 29' 12" E	34.52' CH	475' R
C23	S 28° 18' 24" E	3.22' CH	475' R
C24	S 21° 58' 04" E	53.78' CH	375' R
C25	S 29° 57' 48" E	35.36' CH	25' R
C26	N 60° 37' 03" E	35.71' CH	25' R

CURVE DATA (RIGHT-OF-WAY)

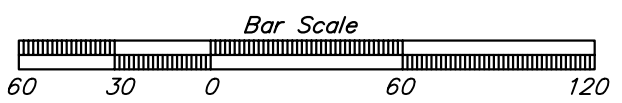
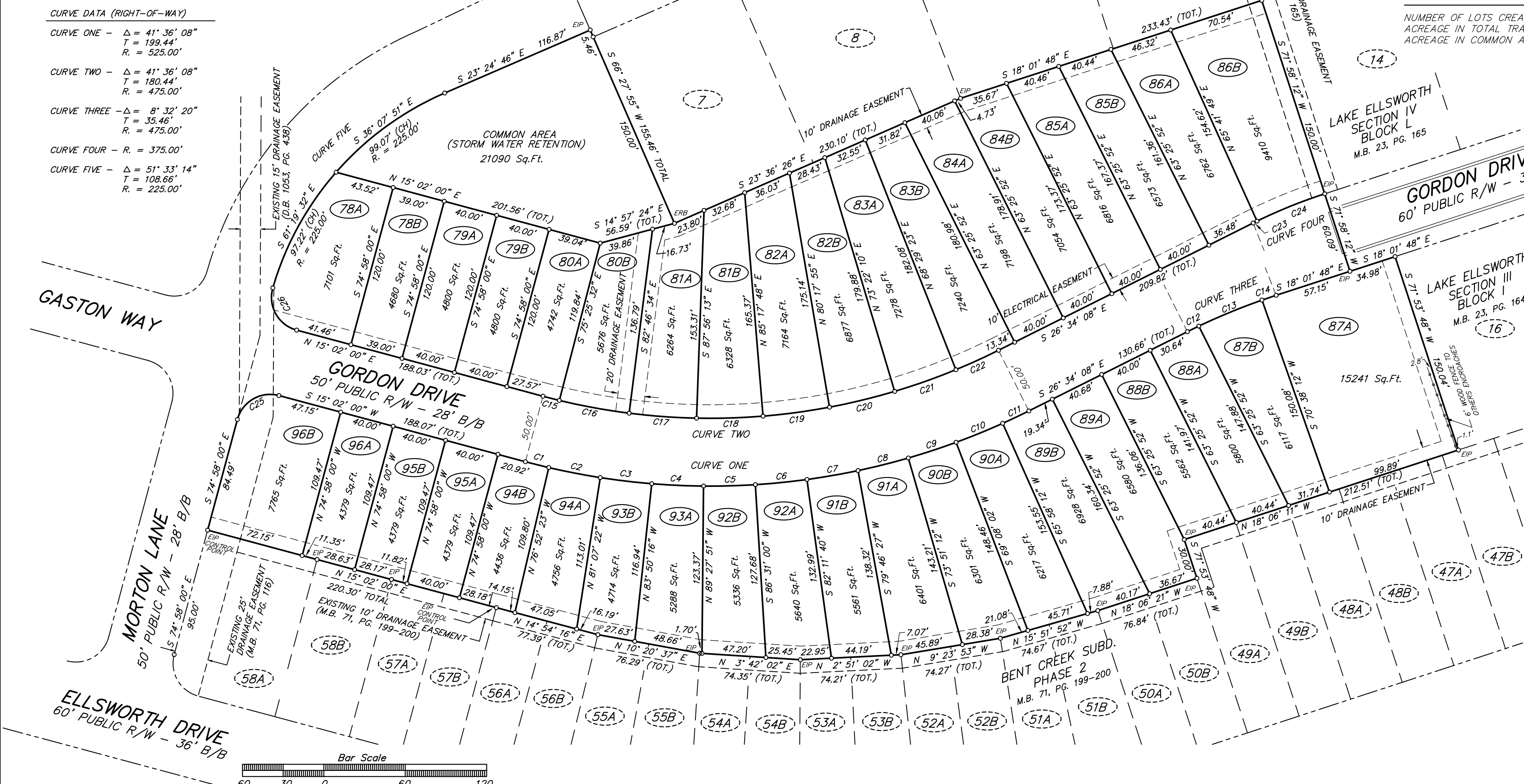
CURVE ONE - Δ = 41° 36' 08"  
T = 199.44'  
R = 525.00'

CURVE TWO - Δ = 41° 36' 08"  
T = 180.44'  
R = 475.00'

CURVE THREE - Δ = 8° 32' 20"  
T = 35.46'  
R = 475.00'

CURVE FOUR - R = 375.00'

CURVE FIVE - Δ = 51° 33' 14"  
T = 108.66'  
R = 225.00'



SHEET 1 OF 1

- NOTES:
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. COMMUNITY PANEL # 3720467700K, EFFECTIVE DATE: 07-07-2014, ZONE X.
  - THE DESIGNATION OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
  - THIS PROPERTY IS SUBJECT TO THE CITY OF GREENVILLE'S STORMWATER MANAGEMENT PROGRAM.
  - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
  - ALL UTILITY EASEMENTS (EXISTING & PROPOSED) ARE CENTERED ON UTILITY LINES AS INSTALLED UNLESS NOTED OTHERWISE.
  - IRON STAKES LOCATED AT ALL CORNERS UNLESS OTHERWISE NOTED.

SITE DATA:

NUMBER OF LOTS CREATED - 38  
ACREAGE IN TOTAL TRACT - 302,478 SQ. FT. / 6.944 AC.  
ACREAGE IN COMMON AREA - (STORM WATER RETENTION) - 21,090 SQ. FT. / 0.484 AC.

CERTIFICATION

NORTH CAROLINA PITT COUNTY

I, GARY S. MILLER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY MIKE PHILLIPS FROM DEED DESCRIPTIONS RECORDED IN BOOK 3764, PAGE 237-242; THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1)(1)a.: THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 25th DAY OF MAY, 2022.

SIGNED \_\_\_\_\_  
PROFESSIONAL LAND SURVEYOR NO. L-2562

FINAL PLAT FOR  
**BENT CREEK SUBDIVISION  
PHASE 6**  
GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

LEGEND:

EIP - EXISTING IRON PIPE  
IPS - IRON PIPE SET  
R/W - RIGHT OF WAY  
B/B - BACK TO BACK

OWNER(S) HBL INVESTMENTS, LLC

ADDRESS 2582 BLUE CREEK LN., GRIMESLAND NC 27837

PHONE \_\_\_\_\_

**GARY S. MILLER & ASSOCIATES, P.A.**  
LAND SURVEYORS

GARY S. MILLER, PLS  
Phone (252)756-7878  
Fax (252)756-0785

1803 South Charles Blvd.  
Greenville, N.C. 27858  
License # C-0225

SURVEYED: MCP APPROVED: GSM  
DRAWN: BLW DATE: 05-25-2022  
CHECKED: JEM SCALE: 1" = 60'

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:

DEED BOOK 3764 PAGE 237-242  
DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
MAP BOOK 71 PAGE 116

N.C. REG. NO. L-2562

OWNERS STATEMENT

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF \_\_\_\_\_

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

APPROVAL

THIS FINAL PLAT NO. \_\_\_\_\_, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SIGNED \_\_\_\_\_ CITY PLANNER

DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED \_\_\_\_\_

ATTEST \_\_\_\_\_

REVIEW OFFICER

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, \_\_\_\_\_ REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_  
DATE \_\_\_\_\_



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

---

<b><u>Title of Item:</u></b>	Resolution Accepting Dedication of Rights-of-Way and Easements for Farrington Trace, Farrington Drive and Lancashire Drive
<b><u>Explanation:</u></b>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Farrington Trace, Farrington Drive and Lancashire Drive (Map Book 84 at Page 174). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<b><u>Fiscal Note:</u></b>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.
<b><u>Recommendation:</u></b>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Farrington Trace, Farrington Drive and Lancashire Drive.

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## ATTACHMENTS

-  [Farrington Trace Resolution.pdf](#)
-  [Farrington Trace Revision FP-2020-05.pdf](#)

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

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

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

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

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

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

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

Farrington Trace, Farrington Drive and Lancashire Drive                      Map Book 84 at Page 174

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

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

Adopted the 7<sup>th</sup> day of November, 2022.

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

ATTEST:

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

NORTH CAROLINA  
PITT COUNTY

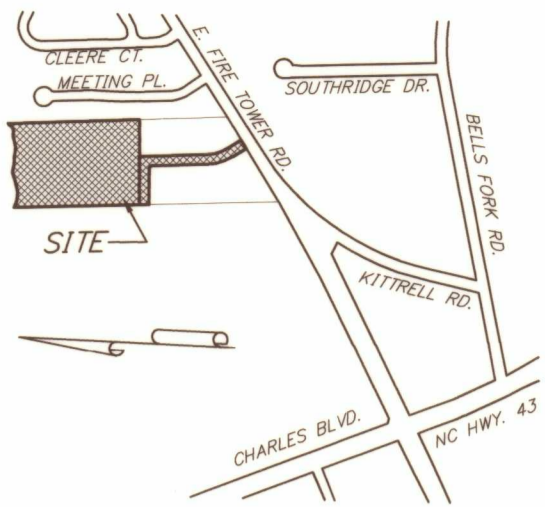
I, Camillia Smith, Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

WITNESS my hand and official seal this the 7<sup>th</sup> day of November, 2022.

---

Notary Public

My Commission Expires:



**404 WETLANDS TABLE:**

Line	Bearing	Distance
L1	S 81° 20' 55" E	35.75'
L2	S 3° 11' 03" E	39.14'
L3	S 61° 26' 19" W	48.54'
L4	S 70° 36' 36" W	19.02'
L5	S 20° 04' 11" W	68.35'
L6	S 18° 46' 04" W	47.32'
L7	S 14° 19' 52" W	32.04'
L8	S 23° 33' 59" W	48.75'
L9	N 78° 49' 49" W	4.37'
L10	N 20° 43' 49" E	62.37'
L11	N 14° 48' 55" E	55.88'
L12	N 18° 39' 05" E	70.51'
L13	N 15° 53' 53" E	48.27'
L14	N 32° 34' 53" E	40.59'

4602 Sq.Ft.  
0.106 ACRES

Doc ID: 014510040001 Type: CRP  
Recorded: 10/16/2019 at 11:47:04 AM  
Fee Amt: \$21.00 Page 1 of 1  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS  
BK 84 PG 174



**COPY**

**NOTES:**

- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. COMMUNITY PANEL # 3720469600J, EFFECTIVE DATE: 1-2-04, ZONE X.
- THE DESIGNATION OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- THIS PROPERTY IS SUBJECT TO THE CITY OF GREENVILLE'S STORMWATER MANAGEMENT PROGRAM.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- ALL UTILITY EASEMENTS (EXISTING & PROPOSED) ARE CENTERED ON UTILITY LINES AS INSTALLED UNLESS NOTED OTHERWISE.
- IRON PIPES SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

**SITE DATA:**

NUMBER OF LOTS CREATED - 1  
ACREAGE IN TOTAL TRACT - 7.809 AC.  
ACREAGE IN COMMON AREA - 0  
ACREAGE IN PARKS, RECREATION AREAS & THE LIKE - 0

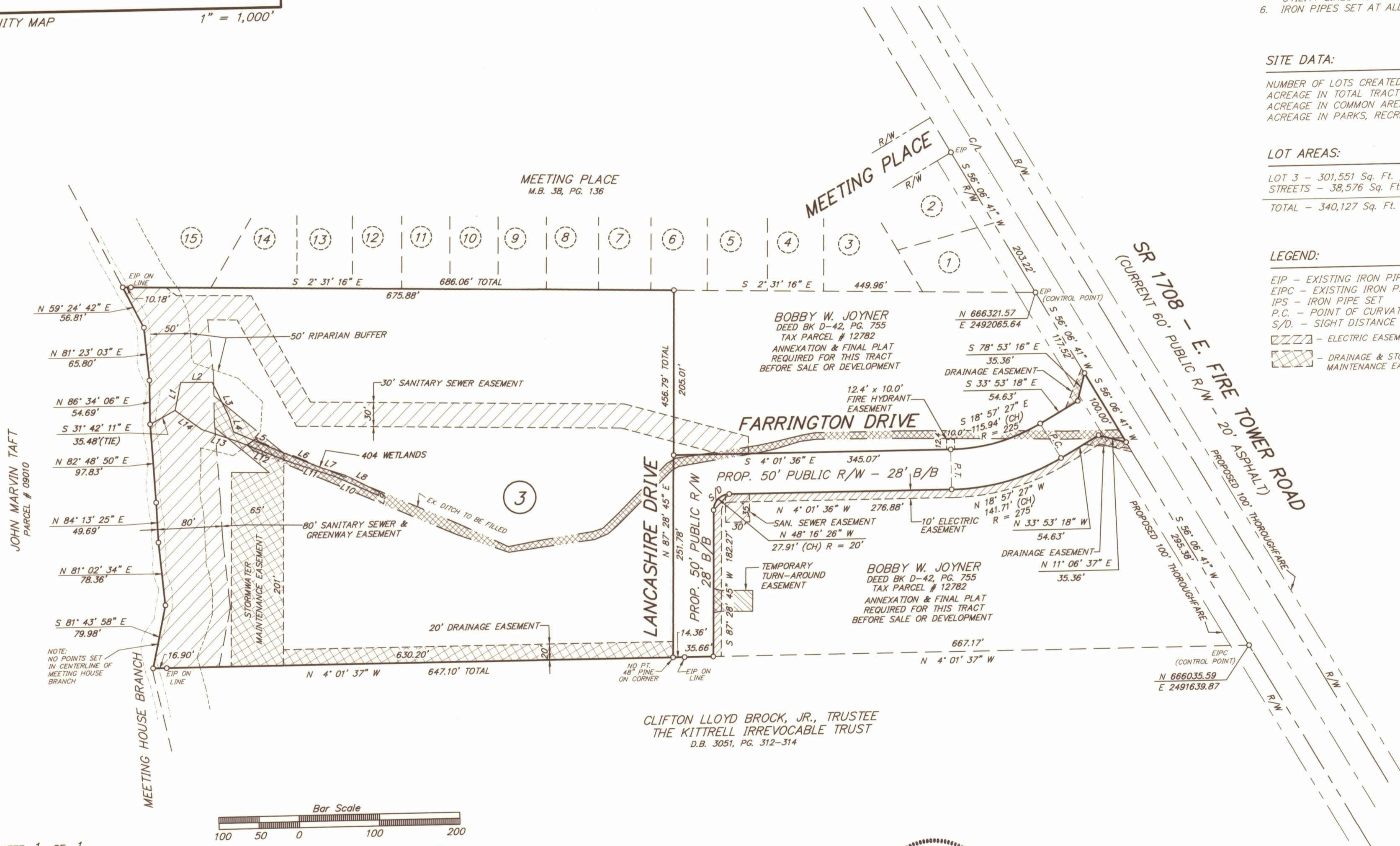
**LOT AREAS:**

LOT 3 - 301,551 Sq. Ft. / 6.923 Ac.  
STREETS - 38,576 Sq. Ft. / 0.886 Ac.  
TOTAL - 340,127 Sq. Ft. / 7.809 Ac.

**LEGEND:**

- EIP - EXISTING IRON PIPE
- EIPC - EXISTING IRON PIPE WITH CAP
- IPS - IRON PIPE SET
- P.C. - POINT OF CURVATURE
- S/D - SIGHT DISTANCE
- R/W - RIGHT OF WAY
- C/L - CENTER LINE
- B/B - BACK TO BACK
- P.T. - POINT OF TANGENCY
- [Symbol] - SANITARY SEWER & GREENWAY EASEMENT
- [Symbol] - ELECTRIC EASEMENT
- [Symbol] - DRAINAGE & STORMWATER MAINTENANCE EASEMENT
- [Symbol] - EX. DITCH TO BE FILLED

VICINITY MAP 1" = 1,000'



JOHN MARVIN TAFT  
PARCEL # 09010

NOTE:  
NO POINTS SET  
IN CENTERLINE OF  
MEETING HOUSE  
BRANCH



SHEET 1 OF 1

FINAL PLAT FOR  
**FARRINGTON TRACE**  
REVISION OF FINAL PLAT  
AS RECORDED IN MAP BK. 85, PG. 82  
GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER(S) BOBBY W. JOYNER  
ADDRESS 2345 E. FIRE TOWER RD., GREENVILLE, NC 27858  
PHONE 252-756-4964

**GM GARY S. MILLER & ASSOCIATES, P.A. LAND SURVEYORS**  
1803 South Charles Blvd.  
Greenville, N.C. 27858  
License # C-0225  
Phone (252) 756-7878  
Fax (252) 756-0785

SURVEYED: MCP APPROVED: GSM  
DRAWN: BLW DATE: 07-21-20  
CHECKED: TEM SCALE: 1" = 100'

**SOURCE OF TITLE**  
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:  
DEED BOOK D-42 PAGE 755  
DEED BOOK PAGE  
DEED BOOK PAGE  
MAP BOOK 85 PAGE 82  
N.C. REG. NO. L-2562

**OWNERS STATEMENT**  
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF  
Bobby Joyner  
SWORN AND SUBSCRIBED TO BEFORE ME THIS 21st DAY OF July, 2020  
Kelli L Gill  
NOTARY PUBLIC  
MY COMMISSION EXPIRES Sept. 25, 2021



WO # 20115 FB # 383

**APPROVAL**  
THIS FINAL PLAT NO. 20-5, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 23rd DAY OF July, 2020.  
SIGNED [Signature] CITY PLANNER

**DEDICATION**  
THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.  
SIGNED [Signature]  
ATTEST [Signature]

**REVIEW OFFICER**  
STATE OF NORTH CAROLINA  
COUNTY OF PITT  
I, Bradleigh Seaman, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
REVIEW OFFICER [Signature]  
DATE 7/28/20

**CERTIFICATION**  
NORTH CAROLINA PITT COUNTY  
I, GARY S. MILLER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY MIKE PHILLIPS FROM DEED DESCRIPTIONS RECORDED IN BOOK D-42 PAGE 755; THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1)(11)a.: THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 21st DAY OF JULY, 2020.  
SIGNED [Signature]  
PROFESSIONAL LAND SURVEYOR NO. L-2562





# City of Greenville, North Carolina



Meeting Date: 11/07/2022

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<b><u>Title of Item:</u></b>	Resolution Accepting Dedication of Rights-of-Way and Easements for Langston Farms, Phase 11, Sections 1 & 2
<b><u>Explanation:</u></b>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Langston Farms, Phase 11, Sections 1 & 2 (Map Book 88 at Page 7). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<b><u>Fiscal Note:</u></b>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.
<b><u>Recommendation:</u></b>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Langston Farms, Phase 11, Sections 1 & 2.

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## ATTACHMENTS

-  [Langston Phase 11 Sec 1&2 Resolution.pdf](#)
-  [Langston Farms Phase 11 Sections 1 and 2 FP21-33.pdf](#)

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

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

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

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

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

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

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

Langston Farms, Phase 11, Sections 1 & 2                      Map Book 88 at Page 7

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

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

Adopted the 7<sup>th</sup> day of November, 2022.

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

ATTEST:

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



NORTH CAROLINA  
PITT COUNTY

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

WITNESS my hand and official seal this the 7<sup>th</sup> day of November, 2022.

---

Notary Public

My Commission Expires:

**CURVE DATA**

<b>C1</b> R= 25.00' L= 38.75' CH= S25°52'39"E 34.99'	<b>C9</b> R= 200.00' L= 50.86' CH= N12°25'45"E 50.72'	<b>C17</b> R= 300.00' L= 2.49' CH= S31°32'51"E 2.49'
<b>C2</b> R= 305.00' L= 71.49' CH= S11°48'58"W 71.33'	<b>C10</b> R= 25.00' L= 39.27' CH= N64°42'49"E 35.36'	<b>C18</b> R= 350.00' L= 19.21' CH= N68°42'49"W 19.21'
<b>C3</b> R= 17.00' L= 26.04' CH= S48°58'35"W 23.57'	<b>C11</b> R= 300.00' L= 201.59' CH= S51°02'08"E 197.82'	<b>C19</b> R= 200.00' L= 4.68' CH= N04°28'27"E 4.68'
<b>C4</b> R= 17.00' L= 27.37' CH= N41°01'25"W 24.51'	<b>C12</b> R= 350.00' L= 68.57' CH= N04°55'20"W 68.46'	<b>C20</b> R= 250.00' L= 4.65' CH= S04°20'13"W 4.65'
<b>C5</b> R= 255.00' L= 57.48' CH= N1°33'32"E 57.36'	<b>C13</b> R= 350.00' L= 74.10' CH= N48°35'59"W 73.96'	
<b>C6</b> R= 25.00' L= 40.01' CH= N63°51'55"E 35.88'	<b>C14</b> R= 350.00' L= 76.21' CH= N04°54'10"W 76.06'	
<b>C7</b> R= 25.00' L= 39.27' CH= S25°17'11"E 35.36'	<b>C15</b> R= 25.00' L= 39.27' CH= N2°51'11"W 35.36'	
<b>C8</b> R= 250.00' L= 64.77' CH= S12°17'31"W 64.59'	<b>C16</b> R= 25.00' L= 39.29' CH= S64°42'49"W 35.36'	

**RED OAK SUBDIVISION**  
SECTION II REVISED  
MB 28, PG 112

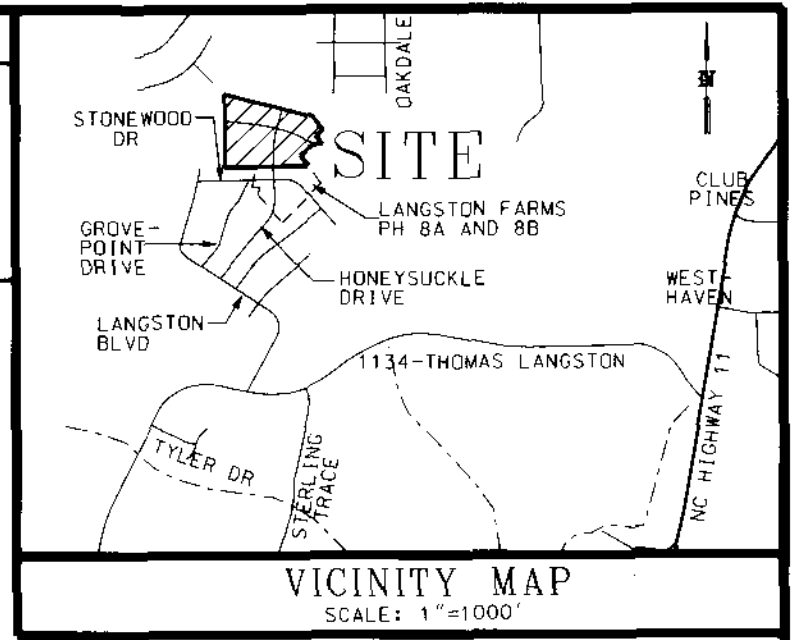
PN 23628  
**DAVID RALPH MORGAN**  
MB 14, PG 12  
EST. FILE 03,  
SLIDE 685

EXISTING 30' NORTH CAROLINA NATURAL GAS RIGHT-OF-WAY (10' NORTH AND 20' SOUTH OF LINE)

- LEGEND**
- EIP= EXISTING IRON PIPE
  - CH= CHORD
  - PT= POINT OF TANGENCY
  - PC= POINT OF CURVATURE
  - Δ= DELTA
  - R= RADIUS
  - R/W= RIGHT OF WAY
  - B/B= BACK OF CURB
  - AC= ACRES
  - L= CURVE LENGTH
  - EIS= EXISTING IRON STAKE
  - SPKN= SET PARKER KALON NAIL
  - NPS= NO POINT SET
  - POI= POINT ON LINE
  - NIS= NEW IRON STAKE

**SITE DATA**

NUMBER OF LOTS CREATED.....	28
TOTAL AREA IN TRACT.....	10.3372 AC
LINEAR FEET IN STREETS.....	1863 LF
AREA IN RESERVED OR OPEN SPACE .....	1.1357 AC



PN 83602  
**KOINONIA CHRISTIAN CENTER CHURCH, INC.**  
DB 3385, PG 424

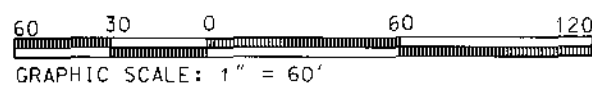
Doc ID: 01532170001 Type: CRP  
Recorded: 02/02/2022 at 03:13:24 PM  
Fee Amt: \$21.00 Page 1 of 1  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS  
BK 88 PG 7

PN 30629  
**CITY OF GREENVILLE**  
DB 111, PG 279  
MB 67, PG 120

PN 07205  
**BILL CLARK HOMES OF GREENVILLE, LLC**  
DB 2705, PG 582

PN 07205  
**BILL CLARK HOMES OF GREENVILLE, LLC**  
DB 2705, PG 582

- NOTES**
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
  - ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
  - THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM PANEL NUMBER 3720466600J, DATED: JULY 7, 2014.
  - IRON STAKES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
  - NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY PUBLIC DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
  - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, WASTE AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPROVISED SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
  - THIS MAP SUPERSEDES THE MAP RECORDED IN MAP BOOK 87, PAGE 193 OF THE PITT COUNTY REGISTRY. THIS MAP WAS REVISED TO CORRECT A DUPLICATE LOT NUMBER. NO OTHER CHANGES WERE MADE.



SHEET 1 OF 1 REVISED 01/18/22 PN 80415 & PN 80414

**MAP FOR RECORD**  
**LANGSTON FARMS, PHASE 11**  
SECTIONS 1 AND 2  
REFERENCE: BE A PORTION OF THE PROPERTY RECORDED IN DEED BOOK 2705, PAGE 582 OF THE PITT COUNTY REGISTRY  
GREENVILLE, WINTERVILLE TWP., PITT COUNTY, NORTH CAROLINA

**OWNER: BILL CLARK HOMES OF GREENVILLE, LLC**  
200 E ARLINGTON BLVD  
GREENVILLE, NC 27858  
(252) 355-5805

STRUOD ENGINEERING, P.A. 107-B COMMERCE STREET GREENVILLE, NC 27858 (252)756-9352 LICENSE *C-0647	SURVEYED: DWE/JD	APPROVED: DTB
	DRAWN: LHJ	DATE: 01/18/22
	CHECKED: DTB	SCALE: 1" = 60'

**LANGSTON FARMS PHASE 8B**  
MB 65, PG 182



TRACY W. GRASHA  
Notary Public  
North Carolina  
Pitt County

**SOURCE OF TITLE**  
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:  
DEED BOOK 2705 PAGE 582  
DEED BOOK PAGE  
DEED BOOK PAGE  
Deborah A. Boyette  
N.C. REG. NO. L-4146

**OWNERS STATEMENT**  
THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF  
OWNER: *David Kool*  
*Kathryn Smith*  
OWNER  
SWORN AND SUBSCRIBED TO BEFORE  
Notary Public, My Commission Expires On  
*Tracy W. Grasha* January 26, 2022

**APPROVAL**  
THIS FINAL PLAT, 21-33 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 10th DAY OF January 2022  
MINOR ALTERATION  
SIGNED: *Dauida Moore*  
CITY PLANNER

**DEDICATION**  
THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.  
OWNER: *David Kool*  
*Kathryn Smith*  
OWNER  
ATTEST: *E. J. [Signature]*

**SURVEYOR'S CERTIFICATION**  
DEBORAH A. BOYETTE CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 2705, PAGE 582 OF THE PITT COUNTY REGISTRY) OR FROM BOOKS REFERENCED HEREON; THAT THE BOUNDARIES SURVEYED ARE CLEARLY INDICATED AS SHOWN ON THIS PLAT OR AS REFERENCED HEREON; THAT THE RATE OF PRECISION IS 1:43,806 PREPARED IN ACCORDANCE WITH G.S. 47-37-30 AS AMENDED.  
FURTHER CERTIFY PURSUANT TO G.S. 47-30 (b)(1)(c) THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.  
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 18th DAY OF JAN 2022  
SIGNED: *Deborah A. Boyette*  
PROFESSIONAL LAND SURVEYOR L-4146

**REVIEW OFFICER'S CERTIFICATE**  
*Dauida Moore*  
REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
*Dauida Moore*  
REVIEW OFFICER  
DATE: 2/2/2022



# City of Greenville, North Carolina



Meeting Date: 11/07/2022

---

<b><u>Title of Item:</u></b>	Resolution Accepting Dedication of Rights-of-Way and Easements for Sagewood Phase 4 and 5, Sagebrush Drive and Dakota Drive
<b><u>Explanation:</u></b>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Sagewood Phase 4 and 5, Sagebrush Drive and Dakota Drive (Map Book 8 at Page 34). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<b><u>Fiscal Note:</u></b>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.
<b><u>Recommendation:</u></b>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Sagewood Phase 4 and 5, Sagebrush Drive and Dakota Drive.

---

## ATTACHMENTS

-  [Sagewood Resolution.pdf](#)
-  [Sagewood Phase 4 and 5 FP22-3.pdf](#)



NORTH CAROLINA  
PITT COUNTY

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

WITNESS my hand and official seal this the 7<sup>th</sup> day of November, 2022.

---

Notary Public

My Commission Expires:

**SITE DATA**

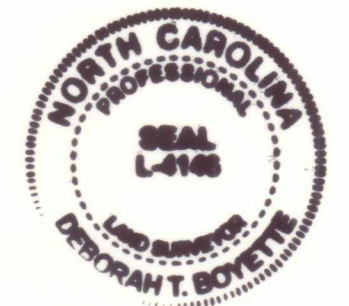
NUMBER OF LOTS CREATED.....40  
 TOTAL AREA IN TRACT.....15,5456 AC  
 AREA IN COMMON AREA.....28,789 SF  
 AREA IN PARKS, RECREATION  
 AREAS AND THE LIKE.....0

**NOTES:**

1. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. IRON STAKES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
4. NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
5. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRUCH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
6. ALL COMMON AREA AND PLANTED MEDIANS ARE TO BE MAINTAINED BY SAGEWOOD PROPERTY OWNER'S ASSOCIATION.
7. NO PARKING SIGNS TO BE PLACED ON ONE SIDE OF STREET.

**LEGEND**

- NPS — NO POINT SET
- EIS — EXISTING IRON STAKE
- EIP — EXISTING IRON PIPE
- CH — CHORD
- PT — POINT OF TANGENCY
- PC — POINT OF CURVATURE
- Δ — DELTA
- R — RADIUS
- BC — BACK OF CURB
- AC — ACRES
- CL — CURVE LENGTH
- R/W — RIGHT-OF-WAY
- NIS — NEW IRON STAKE
- MBL — MINIMUM BUILDING LINE
- ⊙ — CHANGE IN DIRECTION OF A LINE



**SURVEYOR'S CERTIFICATION**

DEBORAH T. BOYETTE CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3440, PAGE 832), OR FROM BOOKS REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OR AS REFERENCED HEREON; THAT THE RATION OF PRECISION IS 1:84,448 AS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(g), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 21 DAY OF FEB, 2022

SIGNED Deborah T. Boyette  
 PROFESSIONAL LAND SURVEYOR L-4146

**REVIEW OFFICER'S CERTIFICATE**

I, David Moore  
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THE THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

David Moore  
 REVIEW OFFICER  
 DATE 2/25/22

**DEDICATION**

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER. ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.

Kathryn C. Smith  
 OWNER BILL CLARK HOMES OF GREENVILLE, LLC

Daniel Kool  
 OWNER BILL CLARK HOMES OF GREENVILLE, LLC

Kathryn C. Smith  
 OWNER

Daniel Kool  
 OWNER

ATTEST [Signature]

**OWNERS STATEMENT**

THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF

Kathryn C. Smith  
 OWNER BILL CLARK HOMES OF GREENVILLE, LLC

Daniel Kool  
 OWNER BILL CLARK HOMES OF GREENVILLE, LLC

Kathryn C. Smith  
 OWNER

Daniel Kool  
 OWNER

SWORN AND SUBSCRIBED TO BEFORE ME THIS 23rd DAY OF February, 2022.  
Tracy W. Grasha 7-10-2023  
 NOTARY PUBLIC, MY COMMISSION EXPIRES ON

**APPROVAL**

THIS FINAL PLAT, 22-3 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE, THE 25 DAY OF February, 2022.

SIGNED David Moore  
 CITY PLANNER

**COPY**

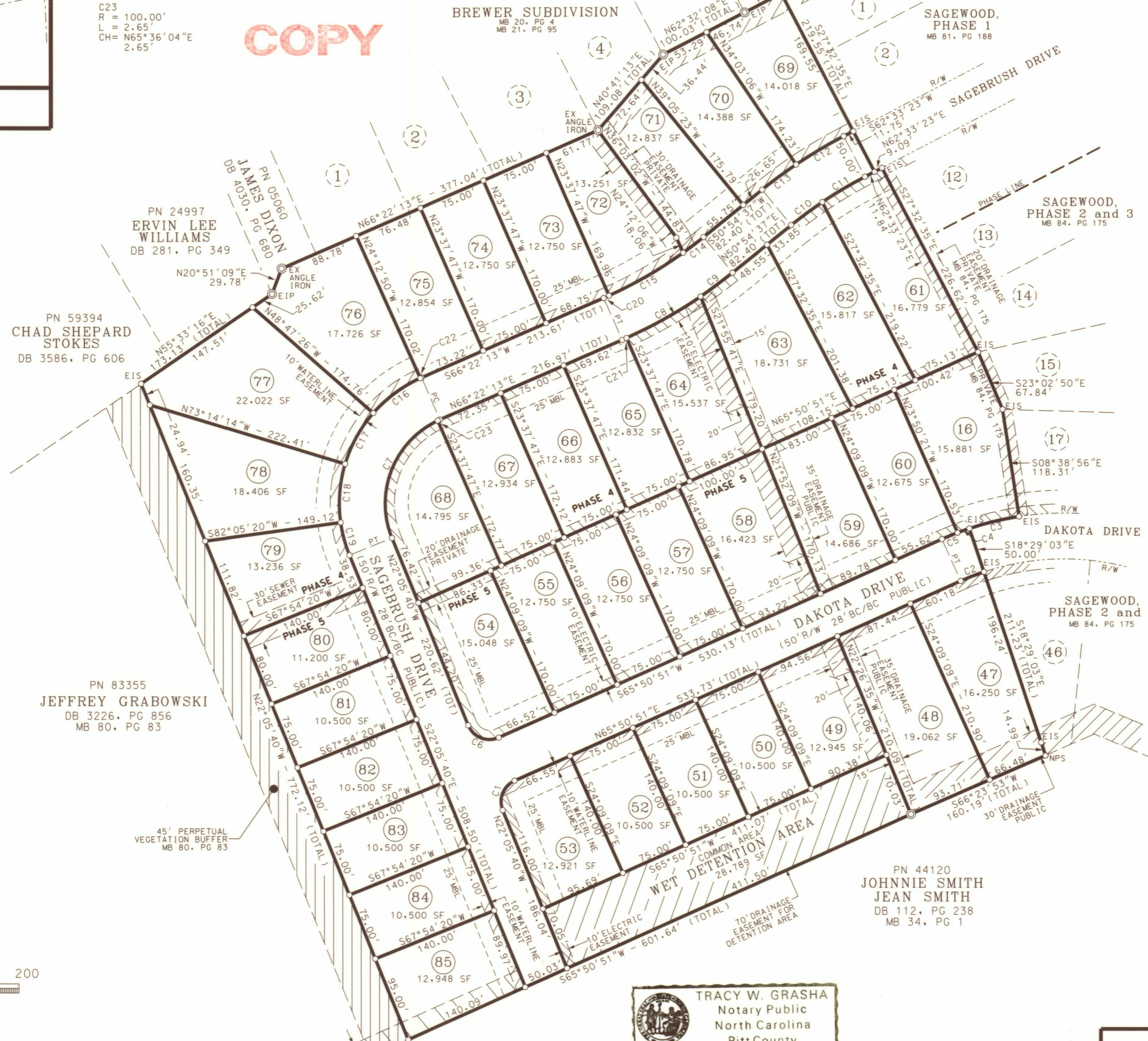
**CURVE DATA**

C21  
 R = 525.00'  
 L = 5.38'  
 CH = N66°04'36"E  
 5.38'

C22  
 R = 150.00'  
 L = 1.53'  
 CH = S66°04'42"W  
 1.53'

C23  
 R = 100.00'  
 L = 2.65'  
 CH = N65°36'04"E  
 2.65'

Doc ID: 015345850001 Type: CRP  
 Recorded: 02/25/2022 at 03:19:44 PM  
 Fee Amt: \$21.00 Page 1 of 1  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 PG 34



PN 24997  
**ERVIN LEE WILLIAMS**  
 DB 281, PG 349

PN 59394  
**CHAD SHEPARD STOKES**  
 DB 3586, PG 606

PN 83355  
**JEFFREY GRABOWSKI**  
 DB 3226, PG 856  
 MB 80, PG 83

PN 44120  
**JOHNNIE SMITH  
 JEAN SMITH**  
 DB 112, PG 238  
 MB 34, PG 1

**TRACY W. GRASHA**  
 Notary Public  
 North Carolina  
 Pitt County

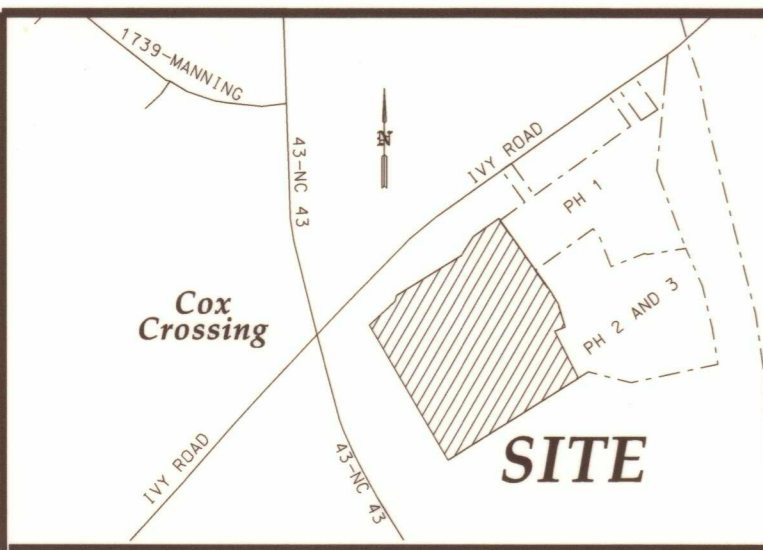


**SOURCE OF TITLE**

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:  
 DEED BOOK 3440 PAGE 832  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

Deborah T. Boyette  
 N.C. LICENSE NO. L-4146

**VICINITY MAP**  
 SCALE: 1" = 1000'



**CURVE DATA**

C1 R = 25.00' L = 38.34' CH = N21°53'55"E 34.69'

C2 R = 275.00' L = 27.20' CH = N68°40'54"E 27.19'

C3 R = 325.00' L = 55.79' CH = S76°26'01"W 55.72'

C4 R = 325.00' L = 13.69' CH = S70°18'33"W 13.69'

C5 R = 325.00' L = 18.46' CH = S67°28'30"W 18.46'

C6 R = 25.00' L = 40.17' CH = N68°07'24"W 35.98'

C7 R = 100.00' L = 151.75' CH = N21°22'43"E 137.60'

C8 R = 525.00' L = 92.84' CH = N60°43'00"E 92.72'

C9 R = 525.00' L = 43.43' CH = N53°16'49"E 43.42'

C10 R = 475.00' L = 42.36' CH = N53°27'56"E 42.35'

C11 R = 475.00' L = 54.18' CH = N59°17'19"E 54.15'

C12 R = 525.00' L = 60.54' CH = S59°15'09"W 60.51'

C13 R = 525.00' L = 46.16' CH = S53°25'46"W 46.15'

C14 R = 475.00' L = 28.07' CH = S52°36'12"W 28.07'

C15 R = 475.00' L = 93.84' CH = S59°57'23"W 93.69'

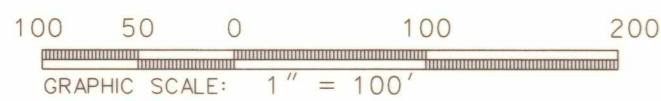
C16 R = 150.00' L = 64.34' CH = S53°29'50"W 63.85'

C17 R = 150.00' L = 37.13' CH = S28°59'10"W 63.52'

C18 R = 150.00' L = 64.10' CH = S04°25'33"W 64.10'

C19 R = 150.00' L = 37.13' CH = S15°00'10"E 37.04'

C20 R = 475.00' L = 6.25' CH = S65°59'36"W 6.25'



SHEET 1 OF 1

PN 02247 & PN 83356

**MAP FOR RECORD**

**SAGEWOOD, PHASE 4 and 5**

REFERENCE: BEING A PORTION OF THE PROPERTY RECORDED IN DEED BOOK 3440, PAGE 832 OF THE PITT COUNTY REGISTRY

GREENVILLE, CHICOD TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: **BILL CLARK HOMES OF GREENVILLE, LLC**

200 EAST ARLINGTON BLVD.  
 GREENVILLE, NC 27858  
 252-355-5805

**STROUD ENGINEERING, P.A.**  
 107-B COMMERCE STREET  
 GREENVILLE, NC 27858  
 (252)756-9352  
 LICENSE NO. C-0647

SURVEYED: DE	APPROVED: DTB
DRAWN: LHJ	DATE: 01/25/22
CHECKED: DTB	SCALE: 1" = 100'



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

---

<b><u>Title of Item:</u></b>	Resolution Accepting Dedication of Rights-of-Way and Easements for Westhaven South Section 5, Blazer Drive Extension
<b><u>Explanation:</u></b>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Westhaven South Section 5, Blazer Drive Extension (Map Book 89 at Page 104). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<b><u>Fiscal Note:</u></b>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.
<b><u>Recommendation:</u></b>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Westhaven South Section 5, Blazer Drive Extension.

---

## ATTACHMENTS

-  [Westhaven South Resolution.pdf](#)
-  [Blazer FP.pdf](#)

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

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

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

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

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

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

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

Westhaven South Section 5, Blazer Drive Extension                      Map Book 89 at Page 104

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

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

Adopted the 7<sup>th</sup> day of November, 2022.

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

ATTEST:

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



NORTH CAROLINA  
PITT COUNTY

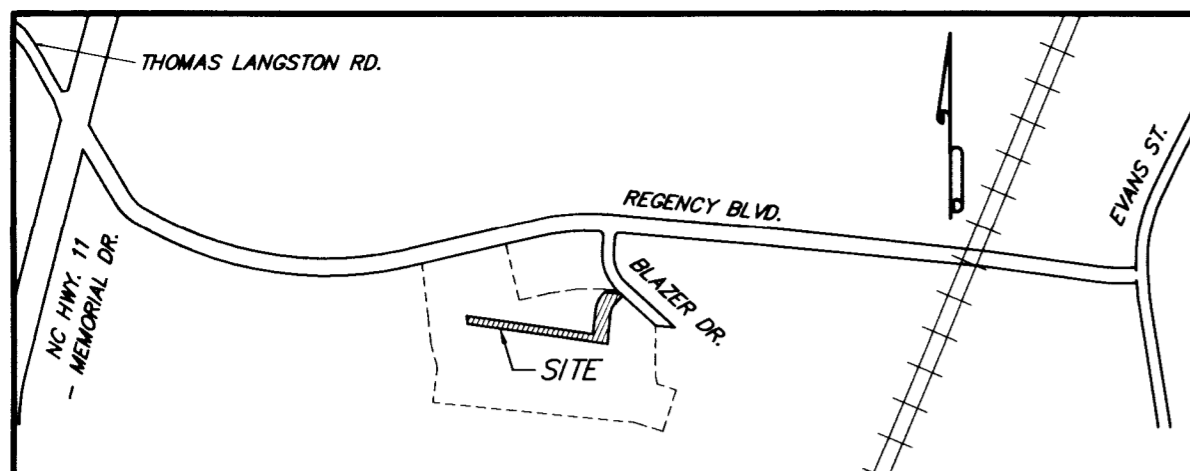
I, Camillia Smith, Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

WITNESS my hand and official seal this the 7<sup>th</sup> day of November, 2022.

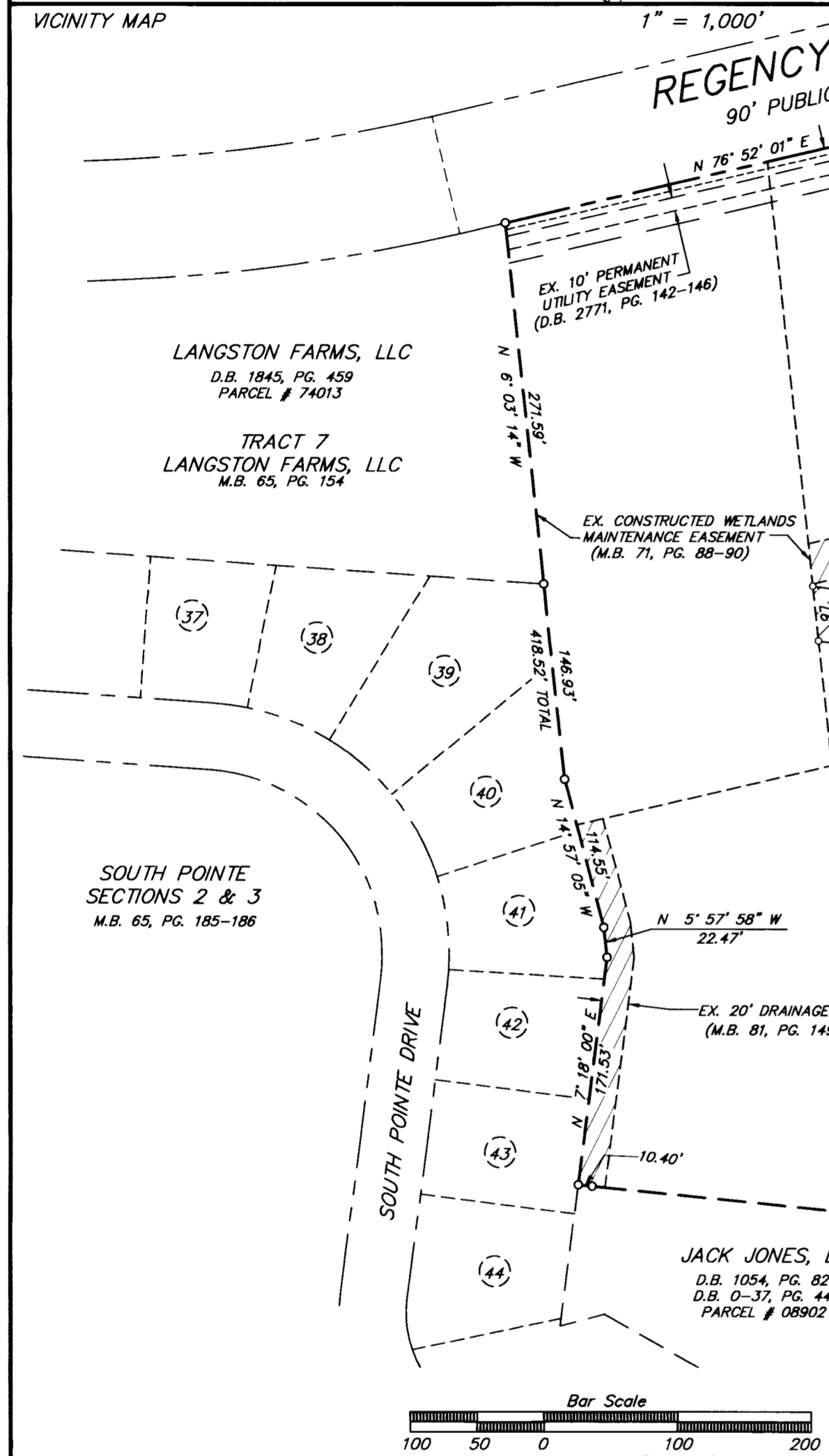
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Notary Public

My Commission Expires:

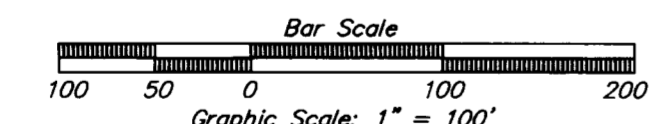


Doc ID: 015537950001 Type: CRP  
 Recorded: 09/21/2022 at 02:47:04 PM  
 Fee Amt: \$21.00 Page 1 of 1  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 89 PG 104



**NEW VARIABLE WIDTH TEMPORARY DRAINAGE EASEMENT**

Line	Bearing	Distance
L1	S 47° 52' 29" E	15.52'
L2	S 43° 37' 37" W	68.21'
L3	S 24° 50' 18" W	38.65' (CH) - R= 60'
L4	S 6° 02' 58" W	165.37'
L5	N 81° 56' 41" W	735.87'
L6	N 8° 03' 14" W	41.24'
L7	S 81° 56' 41" E	664.47'
L8	N 6° 02' 58" E	122.54'
L9	N 24° 50' 18" E	90.18' (CH) - R= 140'
L10	N 43° 37' 37" E	16.17'
L11	S 85° 05' 26" E	82.61'



SHEET 1 OF 1

**EASEMENT MAP FOR WESTHAVEN SOUTH SECTION 5 - LOT 3**  
 AS RECORDED IN MAP BOOK 81, PAGE 149 OF THE PITT COUNTY REGISTER OF DEEDS  
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

**OWNER(S)** REGENCY MULTI-FAMILY INVESTMENTS, LLC  
**ADDRESS** P.O. BOX 566 GREENVILLE, NC 27835  
**PHONE** 252-

**GARY S. MILLER & ASSOCIATES, P.A. LAND SURVEYORS**  
 1803 South Charles Blvd. Greenville, N.C. 27858 License # C-0225

**SURVEYED:** APPROVED: GSM  
**DRAWN:** GSM DATE: 08-26-22  
**CHECKED:** TEM SCALE: 1" = 100'

**REFERENCE:**  
 MAP BK. 81, PG. 149  
 DEED BK. 3557, PG. 111-112  
 TAX PARCEL # 83894

**DEDICATION**  
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED: *[Signature]*  
 ATTEST: *[Signature]*

**REVIEW OFFICER**  
 STATE OF NORTH CAROLINA COUNTY OF PITT

*Dauida Moore*  
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER: *Dauida Moore*  
 DATE: September 21, 2022

APPROVED EXEMPT FROM CITY OF GREENVILLE SUBDIVISION REGULATIONS

*Dauida Moore* September 21, 2022  
 SUBDIVISION ADMINISTRATOR DATE

**CERTIFICATION**  
 47-30 (11) (d)  
 I, GARY S. MILLER, CERTIFY TO THE FOLLOWING: THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION; (EASEMENT MAP)  
 I, FURTHER CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM FROM DEED DESCRIPTIONS RECORDED IN BOOK 3557, PG. 111-112 AND MAP BK 81, PG. 149; AS RECORDED IN THE PITT CO. REGISTRY.  
 WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 26th DAY OF AUGUST, 20 22.

SIGNED: *[Signature]*  
 PROFESSIONAL LAND SURVEYOR NO. L-2562





# City of Greenville, North Carolina

Meeting Date: 11/07/2022

---

**Title of Item:** City's Consent of Collateral Assignment of Encroachment Agreement to support Evans Street Hotel

**Explanation:** The City and Greenville Ventures NC, LLC ("Borrower" also means "Developer") entered into an Encroachment Agreement dated December 9, 2021 (the "Agreement"). The Borrower intends to develop a hotel and encroach upon adjacent City-owned property to install a generator, grease trap, and canopy, over and upon the pedestrian access as shown in certain agreement recorded in Pitt County Register of Deeds including in Book 4222 at Page 800.

The Council approved this agreement at its August 9, 2021 Council Meeting. The item was entitled "Encroachment Agreement with Greenville Ventures NC, LLC at 120 East Fourth Street." Customers Bank (Lender) is making a loan to Borrower in the principal sum of \$18,905,859 for the construction of a Hilton Garden Inn hotel on those parcels of land with an address of 419, 421 and 423 Evans Street, Greenville, North Carolina.

To secure the Loan, Borrower has agreed to assign to Lender, and Lender has agreed to take from Borrower an assignment of the Agreement for collateral purposes.

The City agrees to grant its consent for the Borrower to assign the Agreement to Lender as additional security for the Loan by acknowledging and signing the attached Assignment.

**Fiscal Note:** The City's Consent to the Collateral Assignment of Agreement has no direct financial impact on the City. The City is neither the Borrower, nor the Lender; and City is not responsible for repaying the loan.

**Recommendation:** City Council approve the attached Collateral Assignment of Encroachment Agreement, and authorize the City Manager or City Attorney to make any non-substantive or clerical revisions to the instrument, including a revision involving the loan amount.

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## ATTACHMENTS

 [Evans Street Hotel -Assignment of Encroachment Agreement 10.31.22.pdf](#)

**NORTH CAROLINA  
PITT COUNTY**

**COLLATERAL ASSIGNMENT OF  
ENCROACHMENT AGREEMENT**

This COLLATERAL ASSIGNMENT OF ENCROACHMENT AGREEMENT (this "Assignment") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between **Greenville Ventures NC, LLC**, a Florida limited liability company whose address is 648 NE 3<sup>rd</sup> Avenue, Fort Lauderdale, FL 33304 ("**Borrower**") and **Customers Bank**, a Pennsylvania banking corporation, whose address is 40 General Warren Blvd, Suite 200, Malvern, Pennsylvania 19355 ("**Lender**").

**WITNESSETH:**

WHEREAS, the City of Greenville, a municipal corporation (the "**City**") and Borrower have entered into that certain Agreement recorded in Book 4214 at Page 489, Book 4217 at Page 773, and Book 4222 at Page 800 in the office of the Register of Deeds of Pitt County, North Carolina, incorporated herein by reference (the "**Agreement**"), wherein the City granted certain encroachment rights to Borrower; and

WHEREAS, pursuant to that certain Loan Agreement to be entered into by Borrower and Lender (the "**Loan Agreement**"), Lender is making a loan to Borrower in the principal sum of \$18,905,859.00 (the "**Loan**") for the construction of a Hilton Garden Inn hotel on those parcels of land with an address of 419, 421 and 423 Evans Street, Greenville, North Carolina (the "**Property**"). The Loan Agreement is incorporated into this Assignment and all capitalized terms not otherwise defined herein have the meanings set forth in the Loan Agreement;

WHEREAS, to secure the Loan, Borrower has agreed to assign to Lender, and Lender has agreed to take from Borrower an assignment of the Agreement for collateral purposes on the terms and conditions set forth herein; and

WHEREAS, the City has agreed to grant its consent for the Borrower to assign the Agreement to Lender as additional security for the Loan by acknowledging and signing this Assignment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. Borrower, in consideration of the Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely and unconditionally GRANT, CONVEY, ASSIGN, TRANSFER, and SET OVER unto Lender all rights, interests, entitlements, credits, licenses, uses and estates of Borrower in, to and under the Agreement. The rights of Lender shall only be operative, at the option of Lender, once written notice has been provided by Lender to Borrower and the City of the occurrence of an event of default by Borrower under any of the provisions of the Loan Agreement and all related documents executed in connection therewith, including this Assignment (collectively, the "**Loan Documents**") which event of default is not cured within any applicable cure period.
2. Representations and Warranties of Borrower. Borrower hereby represents and warrants to Lender that:
  - (a) Borrower has the right to assign the Agreement hereby assigned;

(b) Borrower has performed and will duly and punctually perform all of the terms, covenants, conditions and warranties of the Agreement;

(c) Borrower has not at any time prior to the date hereof exercised any right to subordinate the Agreement to any deed of trust or mortgage or any other encumbrance of any kind;

(d) Borrower has not previously assigned any of its rights under the Agreement to any other person or entity;

(e) Borrower has performed no act or executed any other instrument which might prevent Lender from enjoying and exercising any of its rights and privileges evidenced hereby;

(f) The Agreement is valid and subsisting and in full force and effect and unmodified;

(g) There are no defaults now existing under the Agreement and no event has occurred which with the passage of time or the giving of notice, or both, would constitute such a default; and

(h) Borrower will not pledge, transfer, mortgage or otherwise assign or encumber its rights under the Agreement.

3. Limitation of Lender's Liability. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Agreement by reason of this Assignment or the exercise of rights or remedies hereunder. Borrower shall and does hereby agree to indemnify, defend and hold Lender harmless from and against any and all liability, loss or damage incurred under the Agreement by reason of this Assignment or the exercise of rights or remedies hereunder, and from any and all claims and demands whatsoever that may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Agreement except for liability, loss, damage, claims, and/or demands arising from Lender's gross negligence or willful misconduct. Should Lender incur any such liability under the Agreement by reason of this Assignment or the exercise of rights or remedies hereunder, or in defense of any such claims or demands, the amount thereof, including costs, expense and reasonable attorney's fees, shall be secured hereby and Borrower shall reimburse Lender therefore within thirty (30) days after Borrower's receipt of written demand for such, failing which, Lender may, at its option, declare all indebtedness secured hereby and by the Loan Documents to be immediately due and payable. Until such time, if ever, Lender takes exclusive control and possession of the encroachments under the Agreement, this Assignment shall not operate to place responsibility upon Lender for the control, care, management or repair of the encroachments or for the costs to be paid by Borrower relating to the encroachments, nor for the carrying out of any of the terms and conditions of the Agreement; nor shall it operate to make Lender responsible or liable for any waste committed within the encroachment easement areas or for any dangerous or defective condition of the encroachments, or for any negligence in the management, upkeep, repair, or control of the encroachments resulting in loss or injury or death to any tenant, licensee, employee or stranger. Notwithstanding the foregoing, nothing in this paragraph shall serve to relieve Lender from responsibility or liability resulting from property damage, personal injury, loss, or death to any person or entity arising from Lender's gross negligence or willful misconduct.

4. Lender's Rights. Borrower hereby authorizes and empowers Lender, at Lender's option, to exercise any and all of the rights, powers and privileges conferred upon the Borrower by the Agreement in as full and ample a manner as the Borrower is or may be authorized and empowered to exercise the same. Lender shall also have the right, but not the duty, to take such action or actions as it deems necessary or appropriate to prevent or cure any default by the Borrower under the Agreement or to protect the rights of the Borrower

DM# 1171370

or Lender under the Agreement, including the right to continue under the Agreement in accordance with this Assignment. From and after the time of any default by the Borrower that remains uncured after all applicable notice, grace, and cure periods under any of the provisions of this Assignment, the Loan Documents or the Agreement, Lender may, at its option, exercise any right, power or privilege that the Borrower has under the Agreement.

5. No Assumption by Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Agreement by reason of this Assignment or the exercise of rights or remedies hereunder. Lender does not assume any of Borrower's obligations under the Agreement. Unless and until Lender exercises its rights under this Agreement, Lender shall have no liability for performance of any obligations under the Agreement, including but not limited to payment of any sums due and owing under the terms of the Agreement.

6. Lender Remedies. This Assignment is primary in nature to the obligation evidenced and secured by the Loan, the Loan Documents and any other document given to secure and collateralize the indebtedness secured by the Loan Documents. Borrower agrees that Lender may enforce this Assignment without first resorting to or exhausting any other security or collateral; provided, however, that nothing herein contained shall prevent Lender from suing on the Loan, foreclosing the Loan Documents or exercising any other right under any document securing the payment of the Loan.

7. Power of Attorney. Borrower does hereby irrevocably constitute and appoint Lender its true and lawful attorney with full power of substitution for it and in its name, place and stead, to, upon the occurrence of an Event of Default (as defined in the Loan Documents), execute, deliver and file such agreements, documents, notices, statements and records and to do or undertake such other acts as Lender, in its sole discretion, deems necessary or advisable to effect the terms and conditions of this Assignment, the Loan Documents and to otherwise preserve, protect and perfect Lender's interest in the Agreement. The foregoing appointment is and the same shall be coupled with an interest in favor of Lender.

8. Default by Borrower Under Loan Documents. If Borrower defaults under the terms of the Loan Documents, Lender will provide written notice of default to the Borrower and the City. If, as a result of Borrower's default, Lender exercises its remedies under the Loan Documents and applicable law, and Lender, or another person or entity, acquires title to the Property by foreclosure, deed in lieu of foreclosure or otherwise, Lender may, at its option and with the consent by the City, which shall not be unreasonably withheld, assign the Agreement and the Lender's rights under this Assignment to any such purchaser. The assignee of such rights shall have all of the rights of the Lender under this Assignment and all rights of Borrower under the Agreement.

9. No Waiver. Nothing contained herein and no act done or omitted by a party pursuant to the powers and rights granted hereunder shall be deemed to be a waiver by that party hereunder or under the Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by a party under the terms of the Loan Documents. The right of Lender to collect the interest and indebtedness evidenced by the Loan Documents and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

10. Termination of Assignment. At such time as the Loan is paid in full and any applicable Loan Documents released or cancelled of record, this Assignment and all of Lender's right, title and interest hereunder with respect to the Agreement shall terminate.

11. Additional Rights of Lender.

DM# 1171370

(a) Lender may take or release other security for the payment of the Loan and other indebtedness secured by the Loan Documents, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Loan and such other indebtedness without prejudice to any of its rights under this Assignment.

(b) Lender may at any time and from time to time in writing: (i) waive compliance by Borrower with any covenant herein made by Borrower to the extent and in the manner specified in such writing; (ii) consent to Borrower doing any act that hereunder Borrower is prohibited from doing, or consent to Borrower failing to do any act which hereunder Borrower is required to do, to the extent and in the manner specified in such writing; or (iii) release any portion of or rights under the Agreement, or any interest therein, from this Assignment. No such act shall in any way impair the rights of Lender hereunder except to the extent specifically agreed to by Lender in such writing.

(c) The rights and remedies of Lender hereunder shall not be impaired by any indulgence, including, but not limited to, (i) any renewal, extension, or modification that Lender may grant with respect to the Loan or any indebtedness secured hereby; (ii) any surrender, compromise, release, renewal, extension, exchange, or substitution that Lender may grant in respect of any item of the encroachments and/or the Agreement or any part thereof or any interest therein; or (iii) any release or indulgence granted to any endorser, guarantor or surety of the Loan or any indebtedness secured hereby.

12. Severability. A determination that any provision of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

13. No Merger. Notwithstanding (a) the fact that the Agreement or the rights, interests and estates created thereby may be held, directly or indirectly, by or for the account of any person or entity that shall have an interest in the fee estate of the easement area; (b) the operation of law; or (c) any other event, Borrower's rights, interests and estates under such Agreement shall not merge into the fee estate and Borrower shall remain obligated under such Agreement as assigned by this Assignment.

14. Binding. The terms, provisions, representations, and warranties herein contained shall inure to the benefit of, and bind, the parties hereto and their respective representatives, successor and assigns all and subsequent holders of the Loan Documents. All references in this Assignment to Borrower or Lender shall be deemed to include all such representatives, successors and assigns of such respective party.

15. Construction. Within this Assignment, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The provisions of this Assignment are intended to supplement the provisions contained in the Loan Documents. In the event of any conflict between the terms of this Assignment and the terms of the Loan Documents, the terms of this Assignment shall prevail insofar as the License is concerned, but the terms of the Loan Documents shall prevail in all other respects.

16. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

17. No Third-Party Beneficiaries. It is expressly agreed by the parties hereto that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

18. Notices. Except as otherwise set forth herein, all notices required or permitted hereunder shall be given in accordance with the terms of the Loan Agreement.

19. **GOVERNING LAW. THIS ASSIGNMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF NORTH CAROLINA AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF NORTH CAROLINA AND APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

20. Entire Agreement. This Assignment and the Loan Documents contain the entire agreement concerning the assignment of the Agreement between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by both parties.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

**GREENVILLE VENTURES NC, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: John Sandlin  
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, do hereby certify that John Sandlin personally came before me and acknowledged that he is the Manager of **Greenville Ventures NC, LLC**, a Florida limited liability company, and that he in such representative capacity voluntarily signed this document for the purposes stated therein.

Witness my hand and official stamp or notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

**CUSTOMERS BANK,**  
a Pennsylvania banking corporation

By: \_\_\_\_\_  
Name: Brad Neigel  
Title: Executive Vice President

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, do hereby certify that Brad Neigel personally came before me and acknowledged that he is the Executive Vice President of **Customers Bank**, a Pennsylvania banking corporation, and that he in such representative capacity voluntarily signed this document for the purposes stated therein.

Witness my hand and official stamp or notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT OF ENCROACHMENT  
AGREEMENT

The City of Greenville (“City”) acknowledges and consents to the foregoing assignment by the Borrower to Lender of the Agreement as additional security for the Loan. The City warrants and represents that to the best of its knowledge no default currently exists under the terms of the Agreement.

Upon the occurrence of both: (i) an event of default by Borrower under the Loan Documents which default is not cured within any applicable cure period or an event of default under the Assignment and (ii) written notice is provided by Lender to the City that Lender’s rights under this Assignment have become operative and that it will exercise Borrower’s rights under the Agreement, the City agrees to perform its obligations under the Agreement provided that Lender, or its assignee, performs its obligations under the Agreement. The Lender may not assign the Agreement to any entity without the consent of the City, and City’s consent shall not be unreasonably withheld, conditioned, or delayed.

In the event of a default by Borrower under the terms of the Agreement between Borrower and the City, the City shall deliver notice of such default to Lender, by (i) certified United States mail, (ii) delivery by any reputable overnight courier service or (iii) by in-person delivery at the address for Lender contained in this Assignment and Lender shall have a reasonable time within which it shall have the right, but not the obligation, to cure Borrower’s default. In the event of a default by Borrower under the terms of any of the Loan Documents that is not cured within any applicable cure period, Lender shall deliver notice of such default to the City by one of the methods described above.

IN WITNESS WHEREOF, the City of Greenville, N.C. has executed this Assignment under seal as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS:

CITY OF GREENVILLE, N.C.

\_\_\_\_\_

By:

\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before this day, acknowledging to me that (s)he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_, Mayor of the CITY OF GREENVILLE, N.C., a municipal corporation organized and existing under the laws of the State of North Carolina, and that by authority duly given and as the acts of the City of Greenville, N.C., the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2022.

(Official Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**PRE-AUDIT CERTIFICATION:**

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

\_\_\_\_\_  
Byron Hayes, Director of Financial Services

\_\_\_\_\_  
Date

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

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



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

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**Title of Item:** Authorization to receive funds from the COPS Office FY22 Community Policing Development Microgrants Program

**Explanation:** At the June 9, 2022, City Council meeting, City Council approved the Greenville Police Department submitting an application to the US Department of Justice, Office of Community Oriented Policing Services (COPS) for funding FY22 Community Policing Development Microgrants program. The City of Greenville has received notification that it has been awarded funding through this program in the amount of \$175,000. GPD's proposed project was the creation of a Police Officer Candidate Program ("Program"). The Program is intended to ease the burden of recruiting well qualified and educated individuals seeking a career in law enforcement by recruiting college junior or seniors and committing them to GPD well before they are considered eligible for hire as full-time police officers by other police departments.

GPD is seeking City Council approval to accept this funding and begin development of the Program.

**Fiscal Note:** GPD has been awarded \$175,000. This program does not include a cost sharing or a local match requirement.

**Recommendation:** Authorize GPD staff to receive funds from the COPS FY22 Community Policing Development Microgrants Program and begin development of the Program.

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## ATTACHMENTS

 [Recruitment Grant Award Letter 2022.pdf](#)

## ✓ Award Letter

October 13, 2022

Dear Mark Holtzman,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by GREENVILLE, CITY OF for an award under the funding opportunity entitled 2022 FY22 Microgrants -Community Policing Development Solicitation. The approved award amount is \$175,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN  
Acting Director

### Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

- › **Award Information**
- › **Project Information**
- › **Financial Information**
- › **Other Award Documents**
- › **Award Conditions**
- › **Award Acceptance**





# City of Greenville, North Carolina

Meeting Date: 11/07/2022

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**Title of Item:** Authorization to receive funds from the 2022 COPS Technology and Equipment Program Grant

**Explanation:** At the June 9, 2022, City Council meeting, City Council approved the Greenville Police Department submitting an application for the US Department of Justice, Office of Community Oriented Policing Services (COPS) grant to support projects designated for funding in the Consolidated Appropriations Act, 2022, that expand the implementation of community policing and crime prevention through the development and procurement of equipment, technologies and interoperable communications. The City of Greenville has received notification that it has been awarded funding through this program in the amount of \$3,000,000. GPD's project is replacement of police radios.

GPD is seeking City Council approval to accept this funding and continue with the selection and purchase of radios and equipment to complete and fully realize this opportunity to bring our communications equipment in line with the needs of our community.

**Fiscal Note:** GPD has been awarded \$3,000,000. This program does not include a cost sharing or a local match requirement.

**Recommendation:** Authorize GPD staff to receive funds from the 2022 COPS Technology and Equipment Program for police radios.

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## ATTACHMENTS

 [COPS Technology Award Letter- 2022.pdf](#)

## ✓ Award Letter

September 30, 2022

Dear Mark Holtzman,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by GREENVILLE, CITY OF for an award under the funding opportunity entitled 2022 FY 2022 COPS Technology and Equipment Program Invitational Solicitation. The approved award amount is \$3,000,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN  
Acting Director

### Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

- › **Award Information**
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# City of Greenville, North Carolina

Meeting Date: 11/07/2022

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**Title of Item:** Authorization to Purchase 1609 West Third Street (Tax Parcel #04578) and 1611 West Third Street (Tax Parcel #04579) from Pitt County

**Explanation:** Pitt County currently owns 1609 West Third Street (Tax Parcel #04578) and 1611 West Third Street (Tax Parcel #04579). The County has no use for these two properties and desires to sell them.

These parcels are adjacent to an unopened right-of-way leading to Thomas Foreman Park. Acquisition of these parcels by the City could assist with additional parking, access to the greenway, and possible expansion of Thomas Foreman Park and associated programming.

G.S. 160A-274(b) allows that "Any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property."




The City proposes to purchase these two parcels from Pitt County at their current tax values -- \$3,120 for Parcel #04578 and \$3,640 for Parcel #04579.

**Fiscal Note:** The total purchase price for both parcels is \$6,760. Funds are available in the Recreation and Parks Department budget.

**Recommendation:** Authorize the purchase of 1609 West Third Street (Tax Parcel #04578) and 1611 West Third Street (Tax Parcel #04579) from Pitt County.

---

## ATTACHMENTS

-  [Tax Parcel 04578.pdf](#)
-  [Tax Parcel 04579.pdf](#)
-  [ThomasForemanPark\\_2Parcels\\_3rdStreet.pdf](#)

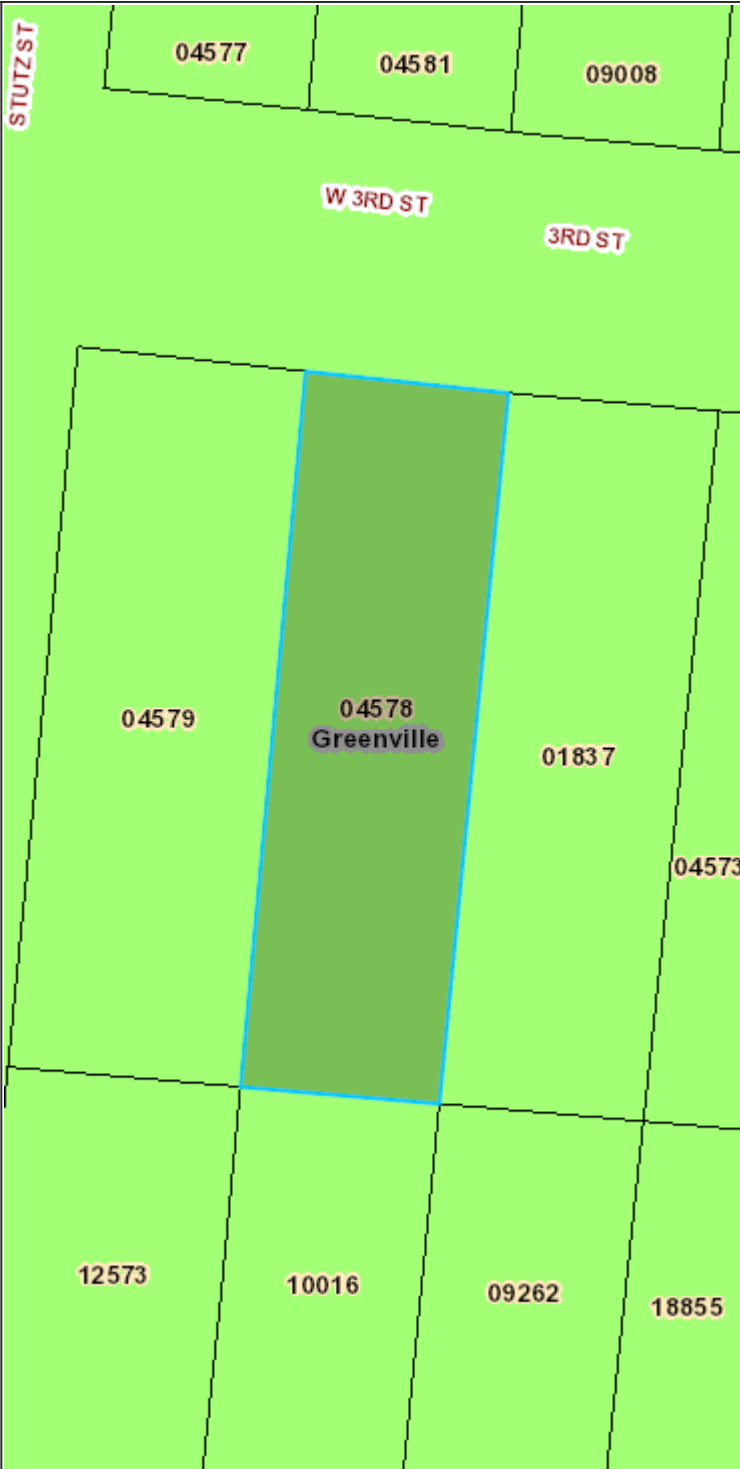


# Pitt County Government

Greenville, North Carolina



[www.pittcountync.gov](http://www.pittcountync.gov)



**Parcel:** 04578  
**More Info:** 04578  
**Physical Address:** 1609 W THIRD ST  
**Owner Name:** PITT COUNTY  
**OwnerAddress1:** 1717 W 5TH ST  
**OwnerAddress2:**  
**OwnerAddress3:**  
**City / State / Zip:** GREENVILLE NC 27834  
**NC PIN:** 4678821789  
**Subdivision / Section / Phase:**  
**Prior Legal Description:** RIVERDALE  
**Block / Lot:** W 9  
**Tract:**  
**Building Number / Unit:**  
**Acres:** 0.12  
**Current Owner Deed/Document:** 002304 00649  
**Map Book:** MB3-188  
**Deed / Document Date:** 04/2007  
**Deed / Document Sales Price:** \$0  
**Building Type / Use:**  
**Number of Buildings:** 0  
**Year Built:**  
**Total Living Area:** 0  
**Building Value:** \$0  
**Extra Features Value:** \$0  
**Land Value:** \$3,120  
**Total Current Market Value:** \$3,120  
**Total 2019 Market Value:** \$3,054  
**Municipality:** GREENVILLE  
**Township:** GREENVILLE  
**Fire Service District:** INSIDE MUNICIPALITY  
**Census Tract:** 701  
**Neighborhood:** 004131  
**Elementary School:** Wahl-Coates ES  
**Middle School:** C M Eppes MS  
**High School:** J H Rose HS

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

Copyright © 2017, Pitt County, North Carolina.

### PLEASE NOTE:

The parcel information is updated nightly and reflects current property values.

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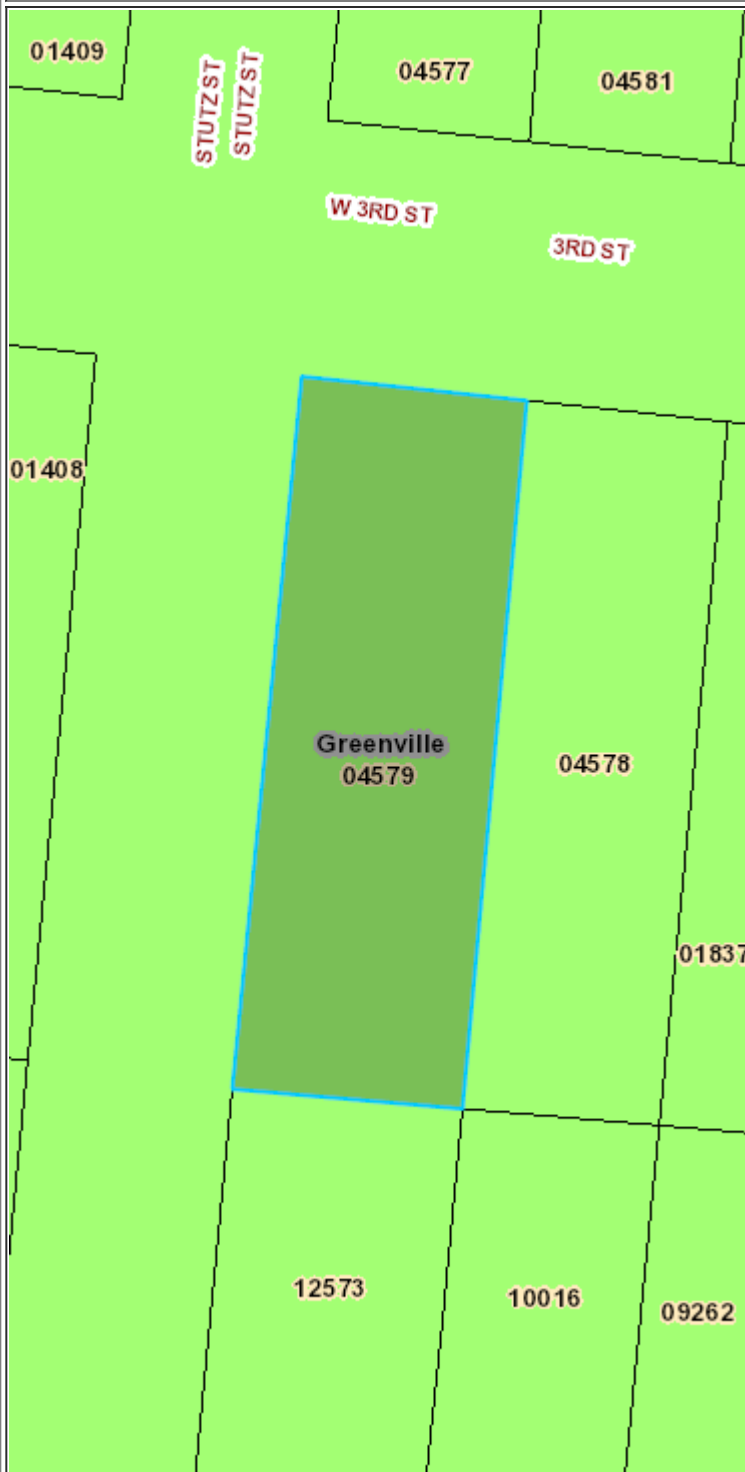


# Pitt County Government

Greenville, North Carolina



www.pittcountync.gov



**Parcel:** 04579  
**More Info:** 04579  
**Physical Address:** 1611 W THIRD ST  
**Owner Name:** PITT COUNTY  
**OwnerAddress1:** 1717 W 5TH ST  
**OwnerAddress2:**  
**OwnerAddress3:**  
**City / State / Zip:** GREENVILLE NC 27834  
**NC PIN:** 4678821739  
**Subdivision / Section / Phase:**  
**Prior Legal Description:** RIVERDALE  
**Block / Lot:** W 8  
**Tract:**  
**Building Number / Unit:**  
**Acres:** 0.14  
**Current Owner Deed/Document:** 002304 00651  
**Map Book:** MB3-188  
**Deed / Document Date:** 04/2007  
**Deed / Document Sales Price:** \$0  
**Building Type / Use:**  
**Number of Buildings:** 0  
**Year Built:**  
**Total Living Area:** 0  
**Building Value:** \$0  
**Extra Features Value:** \$0  
**Land Value:** \$3,640  
**Total Current Market Value:** \$3,640  
**Total 2019 Market Value:** \$3,563  
**Municipality:** GREENVILLE  
**Township:** GREENVILLE  
**Fire Service District:** INSIDE MUNICIPALITY  
**Census Tract:** 701  
**Neighborhood:** 004131  
**Elementary School:** Wahl-Coates ES  
**Middle School:** C M Eppes MS  
**High School:** J H Rose HS

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

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### PLEASE NOTE:

The parcel information is updated nightly and reflects current property values.

Printed: 11/1/2022 3:17:01 PM



1611 W 3rd St

1609 W 3rd St

S Memorial Dr

Stutz St

Nash St

Cadillac St

Colonial Ave

W 4th St

W 4th St

Ward St

Cadillac St

Nash St

Thomas Foreman Park

S Memorial Dr

S Memorial Dr

W 5th St

W 6th St

11

11

11

11

87



# City of Greenville, North Carolina

**Meeting Date: 11/07/2022**

**Title of Item:** Report on Bids and Contracts Awarded

**Explanation:** The Director of Financial Services reports that the following bids and/or contracts were awarded for the month of September.

Date Awarded	Description	Vendor/PO#	Amount	MWBE Vendor?	Does LPP Apply?
9/4/22	Software Subscription Renewal & Premium Support	The Teneo Group PO# 23000194	\$99,298.44	N	N
9/4/22	Ammunition	Dana Safety Supply, Inc. PO# 23000201 <b>Note:</b> State Contract #680A Ammunition & Fire Arms - No bid done	\$88,072.70	N	N
9/7/22	Wildwood Park Playground Equipment	Cunningham & Associates, Inc. PO# 23000212 <b>Note:</b> Sole Source	\$398,136.35	N	N
9/12/22	Renewal of Shotspotter Respond Annual Subscription	Shotspotter, Inc. PO# 23000223	\$204,750.00	N	N

**Fiscal Note:** Funding for the bids and/or contracts awarded is included in the City of Greenville 2022-2023 budget ordinance. Purchases were made through state



contract and sole source. No bid tabulations are attached.

**Recommendation:** Reflect the award information in the City Council minutes.

---



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

**Title of Item:** Various tax refunds greater than \$100

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

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

Refund Payee	Adjustment Refunds	Amounts
Raines, April Whittington	Registered Motor Vehicle	100.57
Carter, Kevin Kenneth	Registered Motor Vehicle	103.26
McAdoo, Tiffany Alexander	Registered Motor Vehicle	111.03
Moore, Tony Preston	Registered Motor Vehicle	113.75
Hamrick, Jerry Glenn Jr	Registered Motor Vehicle	124.53
Palmiter, Robert	Registered Motor Vehicle	127.95
Marengo, Kathryn Worthington	Registered Motor Vehicle	130.93
Odili, Ogheneruona Osehi	Registered Motor Vehicle	358.66
Harris, Steven Wayne	Registered Motor Vehicle	173.58
Wood, Lillie Beatrice	Registered Motor Vehicle	183.63
Virag, Rowan Elek	Registered Motor Vehicle	186.72
Jackson, Jessie Sherwood	Registered Motor Vehicle	196.39
Arrington, Billy Morris	Registered Motor Vehicle	208.17
Siciunas, Phillip Kirk	Registered Motor Vehicle	250.01
O'Connell, Ryan Patrick	Registered Motor Vehicle	268.62
Daughton, John Pauly III	Registered Motor Vehicle	288.74
Anderson, James Edward	Registered Motor Vehicle	300.00

Pinkham, Brittany	Registered Motor Vehicle	319.01
Nay, James Everett	Registered Motor Vehicle	338.14
Kilpatrick, Leah Marie	Registered Motor Vehicle	353.23
Foreman, Steven Wade	Registered Motor Vehicle	364.47
Smith, Ronald	Registered Motor Vehicle	387.43
Tyson, Todd Shonte	Registered Motor Vehicle	497.15
Hignite, Leonard Keith	Registered Motor Vehicle	517.75
Harrell, Wendy Louise	Registered Motor Vehicle	648.84
Riggs, Joshua Wayne	Individual Personal Taxes	208.35
Castro, Bryant Christopher	Individual Personal Taxes	635.94

**Fiscal Note:** The total refunded is \$7,496.85

**Recommendation:** Approval of taxes refunded by City Council

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# City of Greenville, North Carolina

**Meeting Date: 11/07/2022**

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**Title of Item:** Annual Board & Commission Presentations - Historic Preservation Commission, Human Relations Council, Youth Council

**Explanation:** Boards and commissions are annually scheduled to make brief presentations to the City Council. The following boards are scheduled for November 2022:

- Historic Preservation Commission
- Human Relations Council
- Youth Council

**Fiscal Note:** No direct fiscal impact.

**Recommendation:** Hear the presentations from the Historic Preservation Commission, Human Relations Council, and the Youth Council.

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# City of Greenville, North Carolina

Meeting Date: 11/07/2022

**Title of Item:** Resolutions Authorizing Condemnation to Acquire Certain Property for the BUILD Grant Project.

**Explanation:** In November 2019, the United States Department of Transportation ("USDOT") Federal Highway Administration ("FHWA") awarded funding to the City of Greenville ("City") for infrastructure improvements through the Better Utilizing Investments to Leverage Development ("BUILD") Project totaling \$15 million.

The BUILD project will provide for streetscape, greenway and sidewalk improvements intended to transform safety, accessibility, and connectivity in the City's urban core consisting of enhancements to pedestrian, bicycle, vehicle and transit connections between the Medical District, West Greenville, downtown, and East Carolina University.

The City is actively working to acquire right-of-way and/or easements on 100 parcels for completing the BUILD project based on the timeline required by FHWA. TELICS is managing property acquisition on behalf of the City for BUILD, through engaging in good faith negotiations, and has been unable to successfully negotiate acquisition for several properties due to complex ownership issues, such as heir property, and/or a property owner's unwillingness to negotiate and settle.

To date, Council has authorized the condemnation of 13 parcels and at this time, there are an additional two (2) parcels with necessary right-of-way and/or easements that need authorization to ensure the BUILD project remains on track. Pursuant to Chapter 40A of the North Carolina General Statutes, the City is requesting use of the City's power of eminent domain to acquire the following easements and/or right-of-way ("ROW"):

Parcel Number(s)	Property Address	Owner(s)	Type of Property Taking	Just Compensation
05426	1000 W. Fifth Street	V.A.D., Inc.	Easement, ROW	\$2,925.00
67546	912 W. Fifth Street	M.A.D. Properties of Greenville	Easements	\$1,025.00

Authorization by Council to proceed with an action for condemnation will not

prohibit TELICS from continuing to attempt to reach settlement with the property owners.

**Fiscal Note:**

The City will receive \$18.4 million dollars in funding from FHWA and will approximately expend an additional \$13 million in support of the BUILD project, which includes funding for property acquisition.

At minimum, the City will expend funds as cited above in the table to acquire each easement and/or right-of-way, and upon the filing of the complaint, the amount estimated by the City to be just compensation for the condemnation will be deposited with the court. In addition, there will be legal expenses incurred as these actions proceed.

**Recommendation:**

Approve the attached resolutions authorizing condemnation of ROW and/or easements on certain properties, including Parcel Numbers 05426, 67546, and 08147, owned by the entities cited above for the BUILD project.

---

ATTACHMENTS

- 📎 [RESOLUTION FOR BUILD PROJECT-VAD INC.pdf](#)
- 📎 [RESOLUTION FOR BUILD PROJECT-MAD PROPERTIES OF GREENVILLE.pdf](#)
- 📎 [Plat Maps.pdf](#)

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE  
V.A.D, INC. FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the V.A.D, Inc. for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, a permanent utility easement totaling .022 acres on Parcel 05426, located at 1000 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,786.281' and a Easting: 2,480,525.679'; thence from said point of commencement N79°05'31"W 174.87' to an existing iron pipe at the intersection of the western right-of-way of Davis Street and the northern right-of-way W 5<sup>th</sup> Street; thence with and along the said western right-of-way N10°01'37"E 11.63' to a rebar & NC DOT R/W disk set, said rebar & NC DOT R/W disk being the Point of Beginning; thence from the point of beginning leaving the said western right-of-way S57°05'48"W 14.86' to a rebar & NC DOT R/W disk set; thence N80°35'46"W 89.12' to a rebar & NC DOT R/W disk set in the eastern line of an apparent gap; thence with said eastern line N10°01'37"E 10.00' to a 60d nail set; thence leaving the said eastern line S80°35'46"E 100.00' to the Point and Place of Beginning containing 946 square feet or 0.022 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

3. City Council further authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, right-of-way totaling .005 acres on Parcel 05426, located at 1000 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,786.281' and a Easting: 2,480,525.679'; thence from said point of commencement N79°05'31"W 174.87' to an existing iron pipe at the intersection of the western right-of-way of Davis Street and the northern right-of-way W 5<sup>th</sup> Street, said iron pipe being the Point of Beginning; thence from the point of beginning with and along the said northern right-of-way N80°34'41"W 100.00' to a computed point in the eastern line of an apparent gap; thence with the said eastern line N10°01'37"E 1.60' to a rebar & NC DOT R/W disk set; thence leaving the said eastern line S80°35'46"E 89.12' to a rebar & NC DOT R/W disk set; thence N57°05'48"E 14.86' to a rebar & NC DOT R/W disk set in the western right-of-way of Davis Street; thence with and along the said western right-of-way

S10°01'37"W 11.63' to the Point and Place of Beginning containing 216 square feet or 0.005 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

4. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 7th day of November, 2022.

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

ATTEST:

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



RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE  
M.A.D. PROPERTIES OF GREENVILLE FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the M.A.D. Properties of Greenville for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, a permanent utility easements totaling 0.014 acres on Parcel 67546, located at 912 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,786.281' and a Easting: 2,480,525.679'; thence from said point of commencement S88°50'54"E 72.44' to a computed point at the intersection of the western right-of-way of Vance Street and the northern right-of-way W 5<sup>th</sup> Street; thence with and along the said northern right-of-way N80°37'08"W 76.20' to a computed point; thence continuing with and along the said northern right-of-way N80°37'08"W 30.88' to a computed point, said point being the south east corner of M.A.D. Properties of Greenville as described above and the south west corner of M.A.D. Properties of Greenville as described in Deed Book 3640 Page 614 (parcel 2), said point also being the Point of Beginning; thence from the point of beginning continuing with and along the said northern right-of-way N80°37'08"W 100.00' to a computed point in the eastern right-of-way Davis Street; thence with and along the eastern right-of-way of Davis Street N10°26'52"E 5.91' to a 60d nail set; thence leaving the said eastern right-of-way S80°35'46"E 100.00' to a computed point in the western line of M.A.D. Properties of Greenville (parcel 2) as described above; thence with and along the said western line S10°26'52"W 5.87' to the Point and Place of Beginning containing 589 square feet or 0.014 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

3. City Council further authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, an additional permanent utility easement totaling 0.004 acres on Parcel 67546, located at 912 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,786.281' and a Easting: 2,480,525.679'; thence from said point of commencement S88°50'54"E 72.44' to a computed point at the intersection of the western right-of-way of

Vance Street and the northern right-of-way W 5<sup>th</sup> Street; thence with and along the said northern right-of-way N80°37'08"W 76.20' to a computed point, said point being the south east corner of M.A.D. Properties of Greenville as described above and the south west corner of South Dogwood Partners LLC as described in Deed Book 3916 Page 498, said point also being the Point of Beginning; thence from the point of beginning continuing with and along the said northern right-of-way N80°37'08"W 30.88' to a computed point, said point being the south west corner of M.A.D. Properties of Greenville as described above and the south east corner of M.A.D. Properties of Greenville as described in Deed Book 3640 Page 614 (parcel 1); thence with and along the said eastern line N10°26'52"E 5.87' to a computed point; thence leaving the said eastern line S80°35'46"E 30.72' to a computed point in the western line of South Dogwood Partners LLC as described above; thence with and along the said western line S08°53'32"W 5.86' to the Point and Place of Beginning containing 181 square feet or 0.004 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

4. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 7th day of November, 2022.

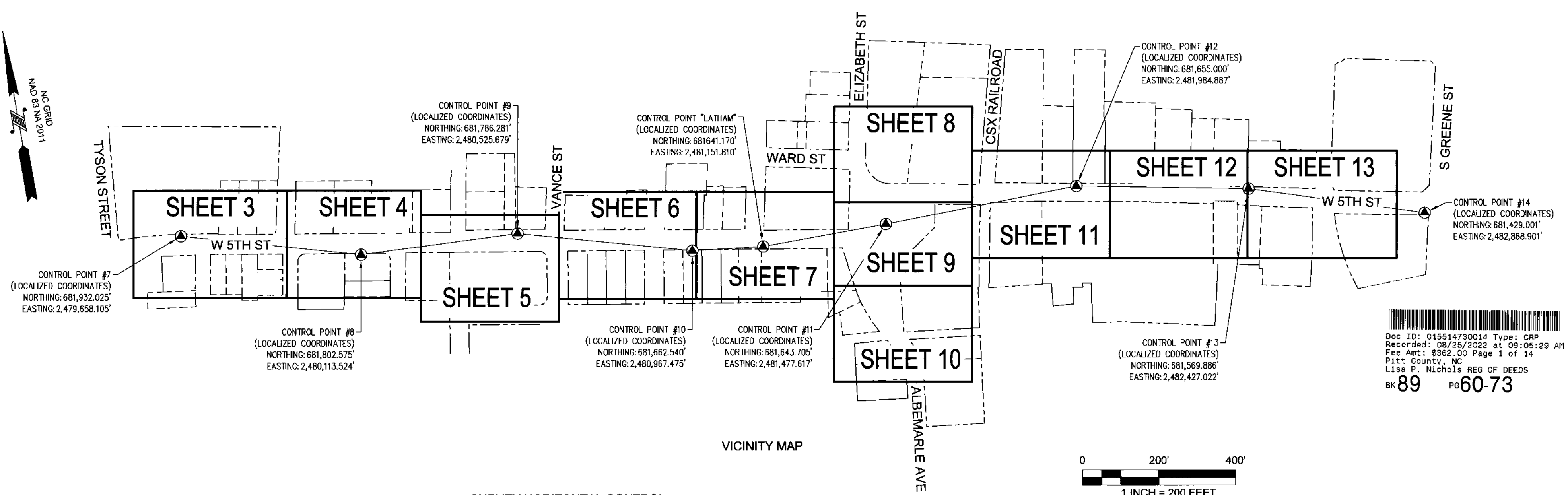
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P.J. Connelly, Mayor

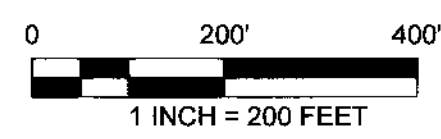
ATTEST:

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Valerie Shiuwegar, City Clerk



Doc ID: 015514730014 Type: CAP  
 Recorded: 08/25/2022 at 09:05:29 AM  
 Fee Amt: \$362.00 Page 1 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 89 PG 60-73



VICINITY MAP

SURVEY HORIZONTAL CONTROL

POINT	NORTHING (US FT- GROUND)	EASTING (US FT- GROUND)	ELEVATION (NAVD '88)	DESCRIPTION
7	681,932.025'	2,479,658.105'	67.91'	NAIL
8	681,802.576'	2,480,113.524'	63.14'	NAIL
9	681,786.281'	2,480,525.680'	60.78'	NAIL
10	681,662.541'	2,480,967.475'	58.69'	NAIL
11	681,643.705'	2,481,477.617'	54.89'	NAIL
12	681,655.000'	2,481,984.887'	56.82'	NAIL
13	681,569.886'	2,482,427.022'	54.69'	MAG NAIL
14	681,429.001'	2,482,868.901'	49.78'	NAIL

NO APPROVAL REQUIRED  
 NORTH CAROLINA CITY OF GREENVILLE

I HEREBY CERTIFY THAT NO APPROVAL IS  
 REQUIRED BY THE CITY OF GREENVILLE  
 PLANNING DEPARTMENT.

BY: *Chantelle Hood*  
 CITY OF GREENVILLE PLANNING DEPARTMENT

DATE: 8/25/2022

REVIEW OFFICER

I, *Chantae M. Gooby*  
 A REVIEW OFFICER OF PITT COUNTY, N. C.,  
 CERTIFY THAT THE MAP OR PLAT TO WHICH  
 THIS CERTIFICATION IS AFFIXED MEETS ALL  
 STATUTORY REQUIREMENTS FOR RECORDING.

BY: *Chantelle Hood*

DATE: 8/25/2022

REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
 REVISION: 7/18/22 - REMOVED TCE #24 FROM PARCEL #74  
 REVISION: 7/6/22 - REMOVED ROW #32, TCE #25 & TCE #26 FROM PARCEL #38

EASEMENT ACQUISITION PLAT  
 CITY OF GREENVILLE BUILD PROJECT  
 AREA "D" IMPROVEMENTS  
 CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

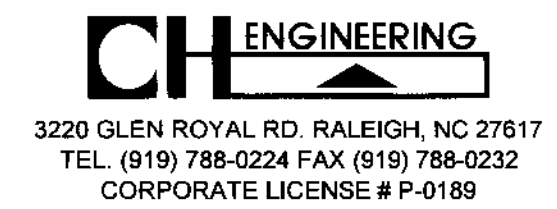
SURVEYED  
 J. NELSON / C. KNOX

DRAWN  
 B. RICHARDS

CHECKED  
 D. MCGOWAN

DATE  
 MAY 20, 2022

SCALE  
 1 INCH = 200 FEET



#	DESCRIPTION
1	COVER
2	OWNER / EASEMENT TABLE
3	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 1-9
4	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 10-13
5	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 14-17
6	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 18-27
7	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 28-34
8	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 34, 36 & 37
9	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 34, 35 & 38
10	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 38, 71-75
11	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 39-43
12	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 41, 44-48
13	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 49-51
14	DTEAIL "A"

THE PURPOSE OF THIS MAP IS TO REMOVE TWO PROPOSED PERMANENT  
 UTILITY EASEMENTS THAT WERE DEPICTED ON PARCELS #49 & #51,  
 THAT WAS RECORDED IN MAP BOOK 89 PAGE 3

SURVEY CONTROL CERTIFICATION

I, JEFFREY S. COATS, PLS, CERTIFY THAT THE NORTH CAROLINA STATE PLANE  
 GRID COORDINATES AND GROUND COORDINATES SHOWN HEREON WERE  
 DERIVED FROM AN ACTUAL GPS SURVEY AND TRADITIONAL TRAVERSE  
 PERFORMED TO THE CLASS AA STANDARD PERFORMED BY RIVERS &  
 ASSOCIATES; THAT VERTICAL DATUM/ELEVATIONS WAS DERIVED FROM  
 LEVELING PERFORMED BY CH ENGINEERING ON 6/29/2020-7/1/2020 (CLASS A);  
 BENCHMARK USED WAS NCGS LUPTON (EY1808), NAVD88 ELEVATION=60.90  
 FEET; AND THE FOLLOWING INFORMATION WAS USED DURING THE  
 PERFORMANCE OF THE WORK:

- 1) CLASS OF SURVEY: CLASS AA (HORZ.) CLASS A (VERT.)
- 2) POSITIONAL ACCURACY: 1.52 CM (HORZ.)
- 3) TYPE OF GPS FIELD PROCEDURE: NORTH CAROLINA RTN
- 4) DATE OF SURVEY WORK: 6/17/2020 - 6/30/2020
- 5) DATUM/EPOCH: NAD83/2011
- 6) PUBLISHED FIXED CONTROL: MULTIPLE NCGS RTN OBSERVATIONS
- 7) GEOID MODEL: GEOID12B
- 8) COMBINED GRID FACTOR: 0.99989534936001
- 9) UNITS: US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

*24<sup>th</sup>* DAY OF *August*, 2022.  
*Jeffrey S. Coats*  
 JEFFREY S. COATS, PLS L-3994

SURVEY CERTIFICATION

NORTH CAROLINA PITT COUNTY

I, JEFFREY S. COATS, CERTIFY THAT THIS MAP SET WAS  
 DRAWN UNDER MY SUPERVISION FROM AN ACTUAL  
 SURVEY MADE UNDER MY SUPERVISION; THE RECORDED  
 DEED AND PLAT DESCRIPTIONS ARE REFERENCED HEREIN;  
 THAT THE RATIO OF PRECISION AS CALCULATED BY LEAST  
 SQUARES IS 10,000+; THAT THE BOUNDARIES NOT  
 SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS MAP  
 WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS  
 AMENDED. FURTHERMORE I CERTIFY THAT THIS SURVEY IS  
 OF ANOTHER CATEGORY AND IS AN EXCEPTION TO THE  
 DEFINITION OF A SUBDIVISION IN THE CITY OF GREENVILLE.  
 WITNESS MY ORIGINAL SIGNATURE, REGISTRATION  
 NUMBER AND SEAL

THIS *24<sup>th</sup>* DAY OF *August*, 2022  
*Jeffrey S. Coats*  
 JEFFREY S. COATS, PLS L-3994



Doc ID: 015514750014 Title: GRP  
Recorded: 08/25/2022 at 09:05:29 AM  
Fee Amt: \$562.00 Page 2 of 14  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS  
BK 89 Pg 60-73

Table with columns: ROW TAKE, PROJECT PARCEL #, CITY PARCEL #, PROPERTY OWNER, ROW AREA, SHEET. Lists rows 1 through 44 with corresponding parcel and owner information.

Table with columns: EASEMENT, PROJECT PARCEL #, CITY PARCEL #, PROPERTY OWNER, PUE AREA, SHEET. Lists easements PUE 1 through PUE 54 with corresponding parcel and owner information.

Table with columns: EASEMENT, PROJECT PARCEL #, CITY PARCEL #, PROPERTY OWNER, TCE AREA, SHEET. Lists easements TCE 1 through TCE 33 with corresponding parcel and owner information.

Table with columns: EASEMENT, PROJECT PARCEL #, CITY PARCEL #, PROPERTY OWNER, PDE AREA, SHEET. Lists easements PDE 1 through PDE 3 with corresponding parcel and owner information.

Table with columns: EASEMENT, PROJECT PARCEL #, CITY PARCEL #, PROPERTY OWNER, PDUE AREA, SHEET. Lists easement PDUE 1 with corresponding parcel and owner information.

REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
REVISION: 7/18/22 - REMOVED TCE #24 FROM PARCEL #74  
REVISION: 7/6/22 - REMOVED ROW #32, TCE #25 & TCE #26 FROM PARCEL #38

EASEMENT ACQUISITION PLAT  
CITY OF GREENVILLE BUILD PROJECT  
AREA "D" IMPROVEMENTS  
CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA  
PREPARED FOR: CITY OF GREENVILLE  
POST OFFICE BOX 7207  
GREENVILLE, NC 27838  
SURVEYED  
J. NELSON / C. KNOX  
DRAWN  
B. RICHARDS  
CHECKED  
D. MCGOWAN  
DATE  
MAY 20, 2022  
SCALE  
1 INCH = 20 FEET

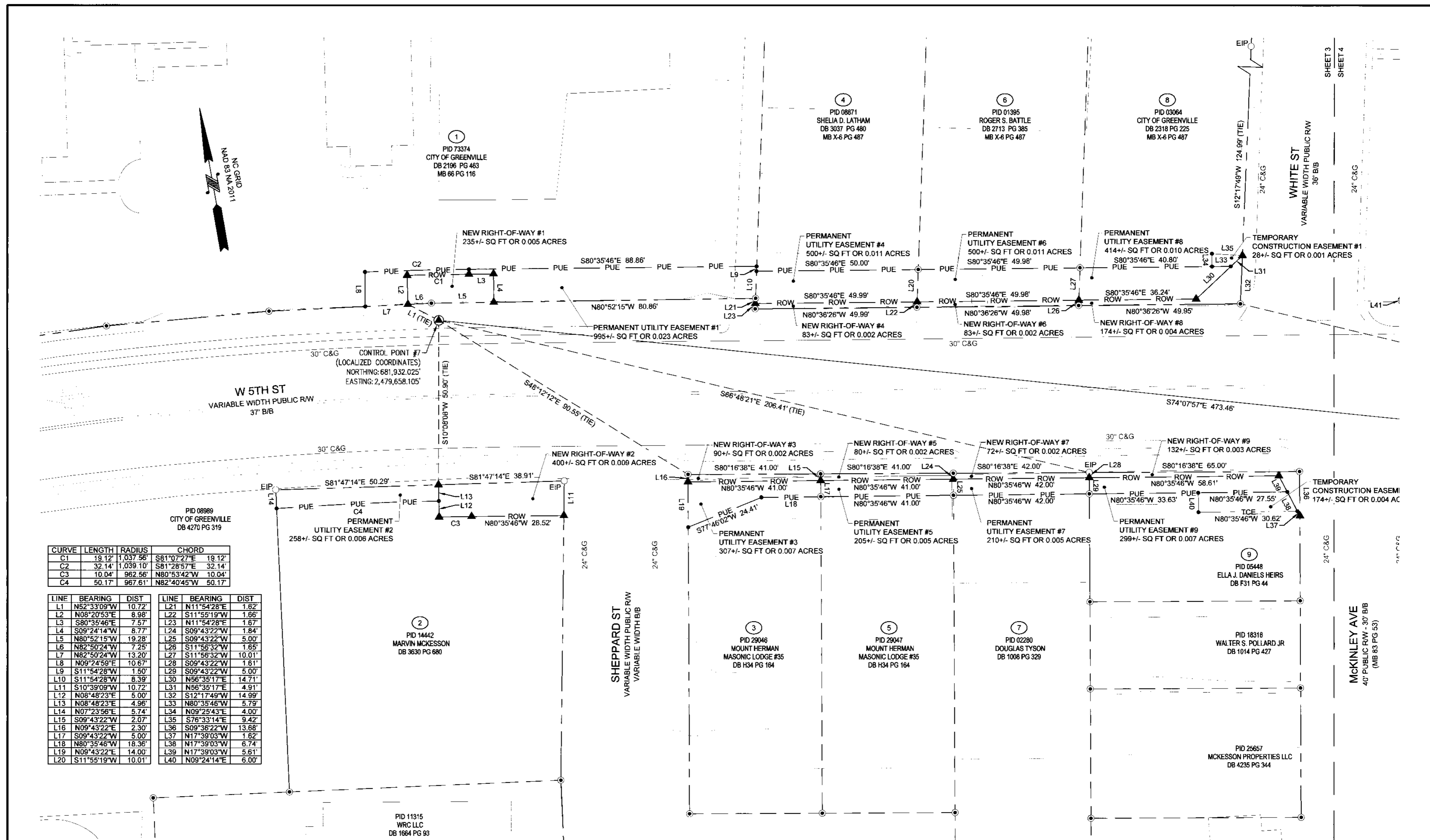
NOTES:

- 1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 2. SHEET 1 IS THE VICINITY MAP FOR SHEETS 2 THROUGH 13 OF THIS MAP SET.
- 3. ALL REFERENCES SHOWN HEREIN.
- 4. THE EXISTING BOUNDARIES, RIGHT OF WAYS AND EXISTING EASEMENTS AS SHOWN WERE COMPILED BY USING THE EXISTING PROPERTY CORNERS RECOVERED AND BY USING CURRENT DEED AND PLAT REFERENCES. THE PROPOSED RIGHT OF WAY AND PROPOSED EASEMENTS WERE COMBINED WITH THE EXISTING PROPERTY DATA TO FORM THE BASIS OF AREA COMPUTATIONS. THE PARCELS AS DRAWN ARE NOT CONSIDERED TO BE BOUNDARY SURVEYS AND SHOULD NOT BE USED AS SUCH.
- 5. THE INFORMATION CONTAINED HEREON IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE OPINION OF TITLE, AND TO THOSE EXCEPTIONS AND EASEMENTS OF RECORD, IF ANY, NOTED THEREON.
- 6. AREAS COMPUTED BY COORDINATE METHOD
- 7. THE PROJECT POINT OF LOCALIZATION IS "PANEL 305" HAVING NC GRID COORDINATES OF NORTHING: 681,060 791', EASTING: 2,481,113.760' AND A NAVD 88 ELEVATION: 62.24'. THE PROJECT COMBINED FACTOR IS 0.99989534936001.
- 8. THESE PROPERTIES ARE LOCATED IN ZONE "X", AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED BY NC FIRM MAP NUMBER 3720467800K WITH A EFFECTIVE DATE OF 7/7/2014 AND NC FIRM MAP NUMBER 3720468800K WITH A EFFECTIVE DATE OF 7/7/2014.

LEGEND

- CONTROL POINT REBAR & CAP SET
- EXISTING PROPERTY CORNER
- NC DOT RIGHT-OF-WAY DISK SET
- 60d NAIL SET
- COMPUTED POINT-NO POINT SET
- EXISTING RIGHT-OF-WAY
- PROPERTY LINE SURVEYED
- PROPERTY LINE NOT SURVEYED
- EXISTING EASEMENT
- PROPOSED RIGHT-OF-WAY
- PERMANENT DRAINAGE EASEMENT
- PUE
- PERMANENT UTILITY EASEMENT
- PDUE
- PERMANENT DRAINAGE & UTILITY EASEMENT
- TCE
- TEMP CONSTRUCTION EASEMENT

SURVEY CERTIFICATION  
NORTH CAROLINA PITT COUNTY  
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR COATS  
L-3994  
JEFFREY S. COATS  
8/24/22  
JEFFREY S. COATS, PLS L-3994



CURVE	LENGTH	RADIUS	CHORD
C1	19.12'	1,037.56'	S81°07'27"E 19.12'
C2	32.14'	1,039.10'	S81°28'57"E 32.14'
C3	10.04'	962.56'	N80°53'42"W 10.04'
C4	50.17'	967.61'	N82°40'45"W 50.17'

LINE	BEARING	DIST	LINE	BEARING	DIST
L1	N52°33'09"W	10.72'	L21	N11°54'28"E	1.82'
L2	N08°20'53"E	8.98'	L22	S11°55'19"W	1.66'
L3	S80°35'46"E	7.57'	L23	N11°54'28"E	1.67'
L4	S09°24'14"W	8.77'	L24	S09°43'22"W	1.84'
L5	N80°52'15"W	19.28'	L25	S09°43'22"W	5.00'
L6	N82°50'24"W	7.25'	L26	S11°56'32"W	1.65'
L7	N82°50'24"W	13.20'	L27	S11°56'32"W	10.01'
L8	N09°24'59"E	10.67'	L28	S09°43'22"W	1.61'
L9	S11°54'28"W	1.50'	L29	S09°43'22"W	5.00'
L10	S11°54'28"W	8.39'	L30	N56°35'17"E	14.71'
L11	S10°39'09"W	10.72'	L31	N56°35'17"E	4.91'
L12	N08°48'23"E	5.00'	L32	S12°17'49"W	14.99'
L13	N08°48'23"E	4.96'	L33	N80°35'45"W	5.79'
L14	N07°23'56"E	5.74'	L34	N09°25'43"E	4.00'
L15	S09°43'22"W	2.07'	L35	S78°33'14"E	9.42'
L16	N09°43'22"E	2.30'	L36	S09°36'22"W	13.68'
L17	S09°43'22"W	5.00'	L37	N17°39'03"W	1.62'
L18	N80°35'46"W	18.36'	L38	N17°39'03"W	6.74'
L19	N09°43'22"E	14.00'	L39	N17°39'03"W	5.61'
L20	S11°55'19"W	10.01'	L40	N09°24'14"E	6.00'

REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
 REVISION: 7/18/22 - REMOVED TCE #24 FROM PARCEL #74  
 REVISION: 7/6/22 - REMOVED ROW #32, TCE #25 & TCE #26 FROM PARCEL #38

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX
	DRAWN B. RICHARDS
	CHECKED D. MCGOWAN
	DATE MAY 20, 2022
	SCALE 1 INCH = 20 FEET

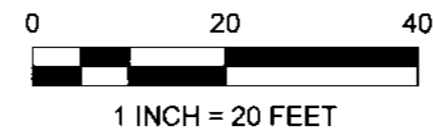
**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

SHEET 3 OF 14



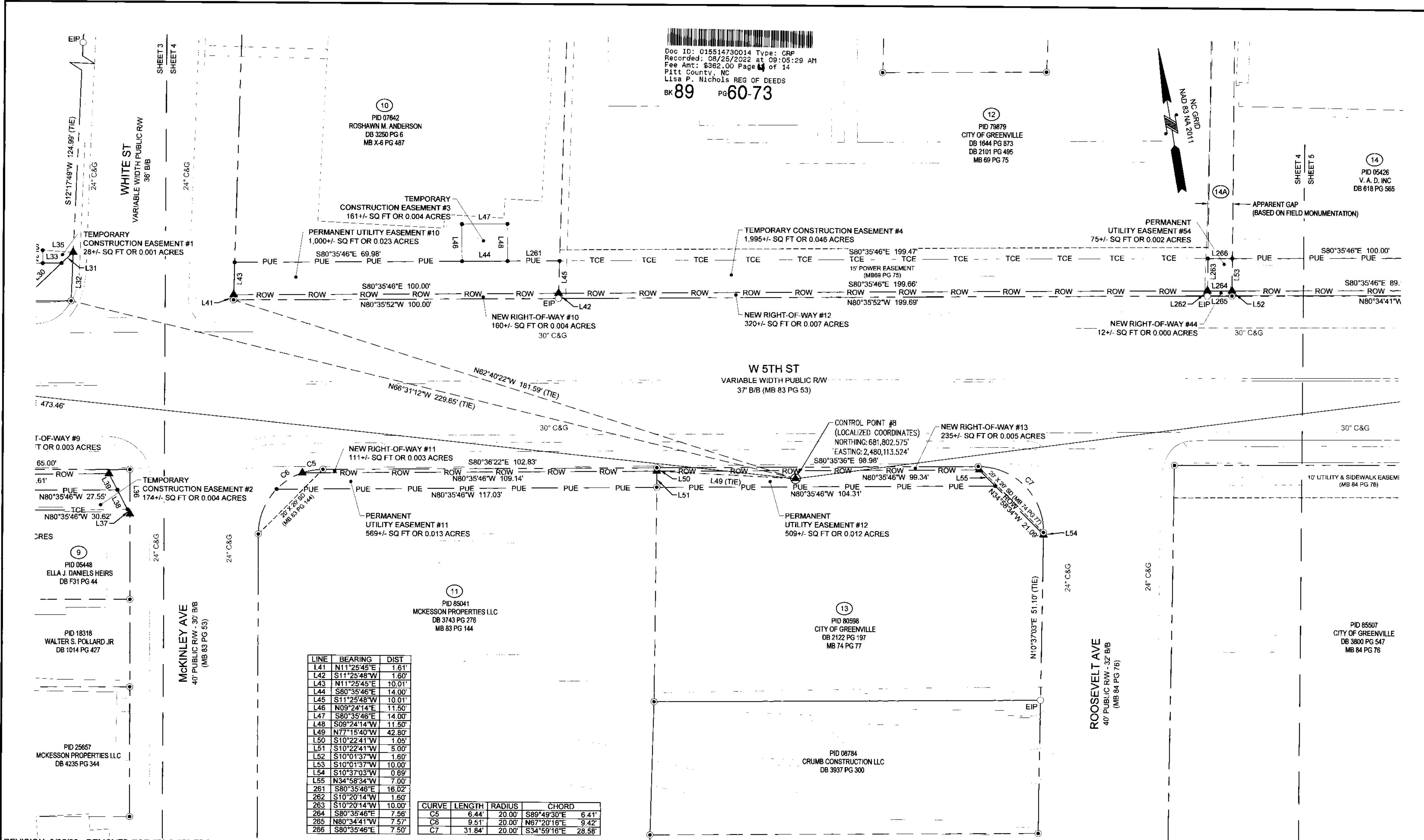
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 Recorded: 08/25/2022 at 09:05:29 AM  
 Fee Amt: \$352.00 Page 3 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 89 PG 60-73

**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR  
 L-3994  
 JEFFREY S. COATS

Jeffrey S. Coats 8/24/22  
 JEFFREY S. COATS, PLS L-3994

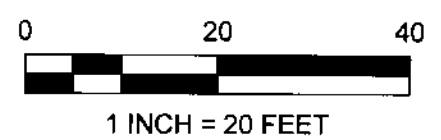
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 Recorded: 05/25/2022 at 09:05:29 AM  
 Fee Amt: \$362.00 Page 4 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 89 Pg 60-73



LINE	BEARING	DIST
L41	N11°25'45"E	1.61'
L42	S11°25'48"W	1.60'
L43	N11°25'45"E	10.01'
L44	S80°35'46"E	14.00'
L45	S11°25'48"W	10.01'
L46	N09°24'14"E	11.50'
L47	S80°35'46"E	14.00'
L48	S09°24'14"W	11.50'
L49	N77°15'40"W	42.80'
L50	S10°22'41"W	1.05'
L51	S10°22'41"W	5.00'
L52	S10°01'37"W	1.60'
L53	S10°01'37"W	10.00'
L54	S10°27'03"W	0.69'
L55	N34°58'34"W	7.00'
L261	S80°35'46"E	16.02'
L262	S10°20'14"W	1.60'
L263	S10°20'14"W	10.00'
L264	S80°35'46"E	7.56'
L265	N80°34'41"W	7.57'
L266	S80°35'46"E	7.50'

CURVE	LENGTH	RADIUS	CHORD
C5	6.44'	20.00'	S89°49'30"E 6.41'
C6	9.51'	20.00'	N67°20'16"E 9.42'
C7	31.84'	20.00'	S34°59'16"E 28.58'

REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
 REVISION: 7/18/22 - REMOVED TCE #24 FROM PARCEL #74  
 REVISION: 7/6/22 - REMOVED ROW #32, TCE #25 & TCE #26 FROM PARCEL #38



**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

SURVEYED  
 J. NELSON / C. KNOX

DRAWN  
 B. RICHARDS

CHECKED  
 D. MCGOWAN

DATE  
 MAY 20, 2022

SCALE  
 1 INCH = 20 FEET

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

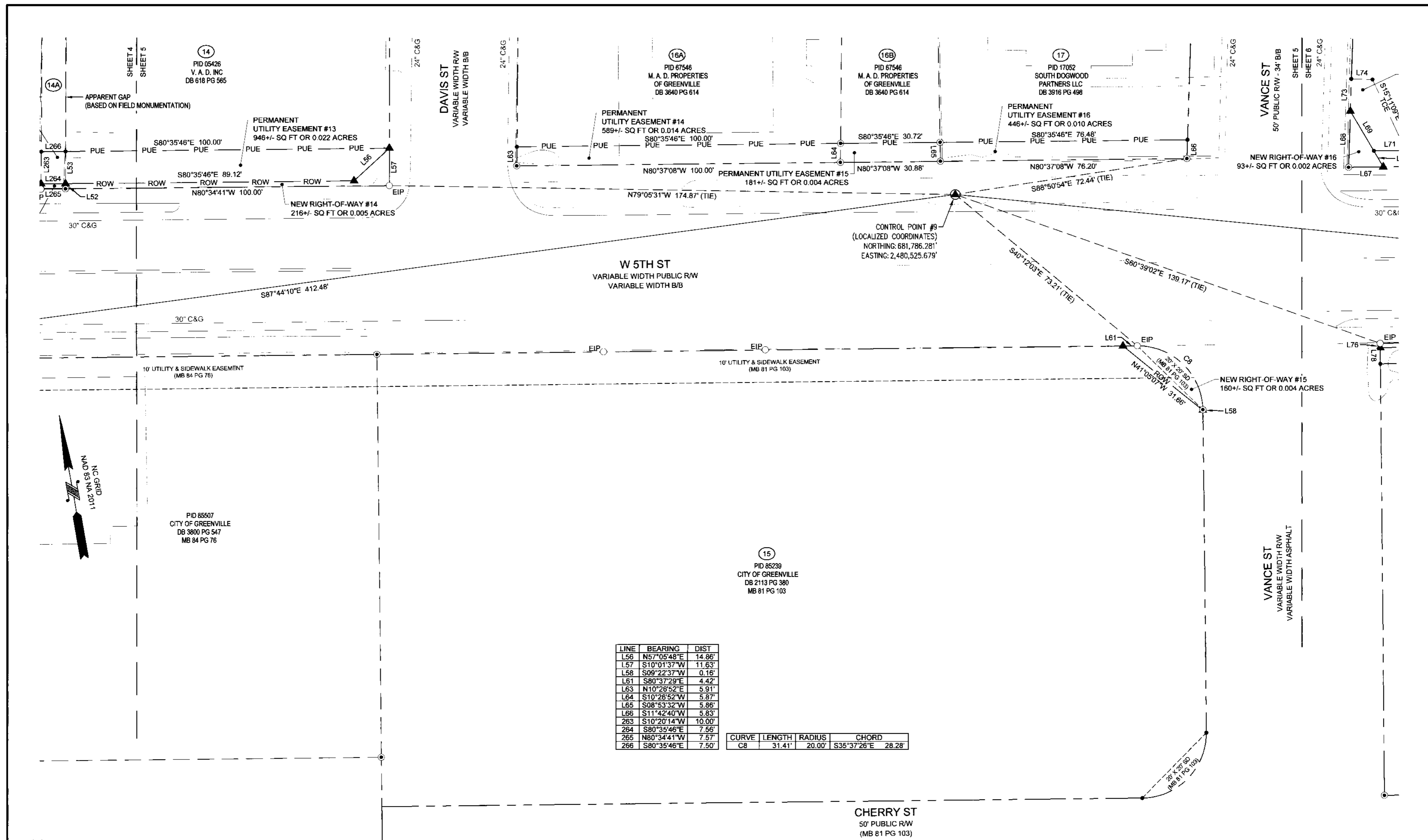
SHEET 4 OF 14

**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

**NORTH CAROLINA PROFESSIONAL LAND SURVEYOR**  
 L-3994  
 JEFFREY S. COATS

*Jeffrey S. Coats* 8/24/22  
 JEFFREY S. COATS, PLS

L-3994



LINE	BEARING	DIST
L56	N57°05'48"E	14.86'
L57	S10°01'37"W	11.63'
L58	S09°22'37"W	0.16'
L61	S80°37'29"E	4.42'
L63	N10°26'52"E	5.91'
L64	S10°26'52"W	5.87'
L65	S08°53'32"W	5.86'
L66	S11°42'40"W	5.83'
L263	S10°20'14"W	10.00'
L264	S80°35'46"E	7.56'
L265	N80°34'41"W	7.57'
L266	S80°35'46"E	7.50'

CURVE	LENGTH	RADIUS	CHORD
C8	31.41'	20.00'	S35°37'26"E 28.28'

REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
 REVISION: 7/18/22 - REMOVED TCE #24 FROM PARCEL #74  
 REVISION: 7/6/22 - REMOVED ROW #32, TCE #25 & TCE #26 FROM PARCEL #38

**EASEMENT ACQUISITION PLAT  
 CITY OF GREENVILLE BUILD PROJECT  
 AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

SURVEYED  
J. NELSON / C. KNOX

DRAWN  
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DATE  
MAY 20, 2022

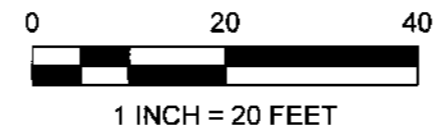
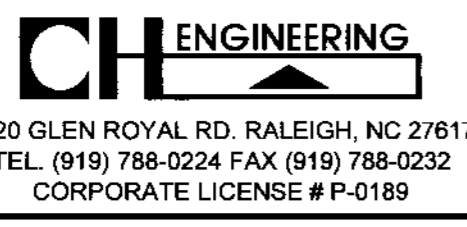
SCALE  
1 INCH = 20 FEET

NOTES:  
SEE SHEET 2

LEGEND:  
SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
SEE SHEET 2

SHEET 5 OF 14



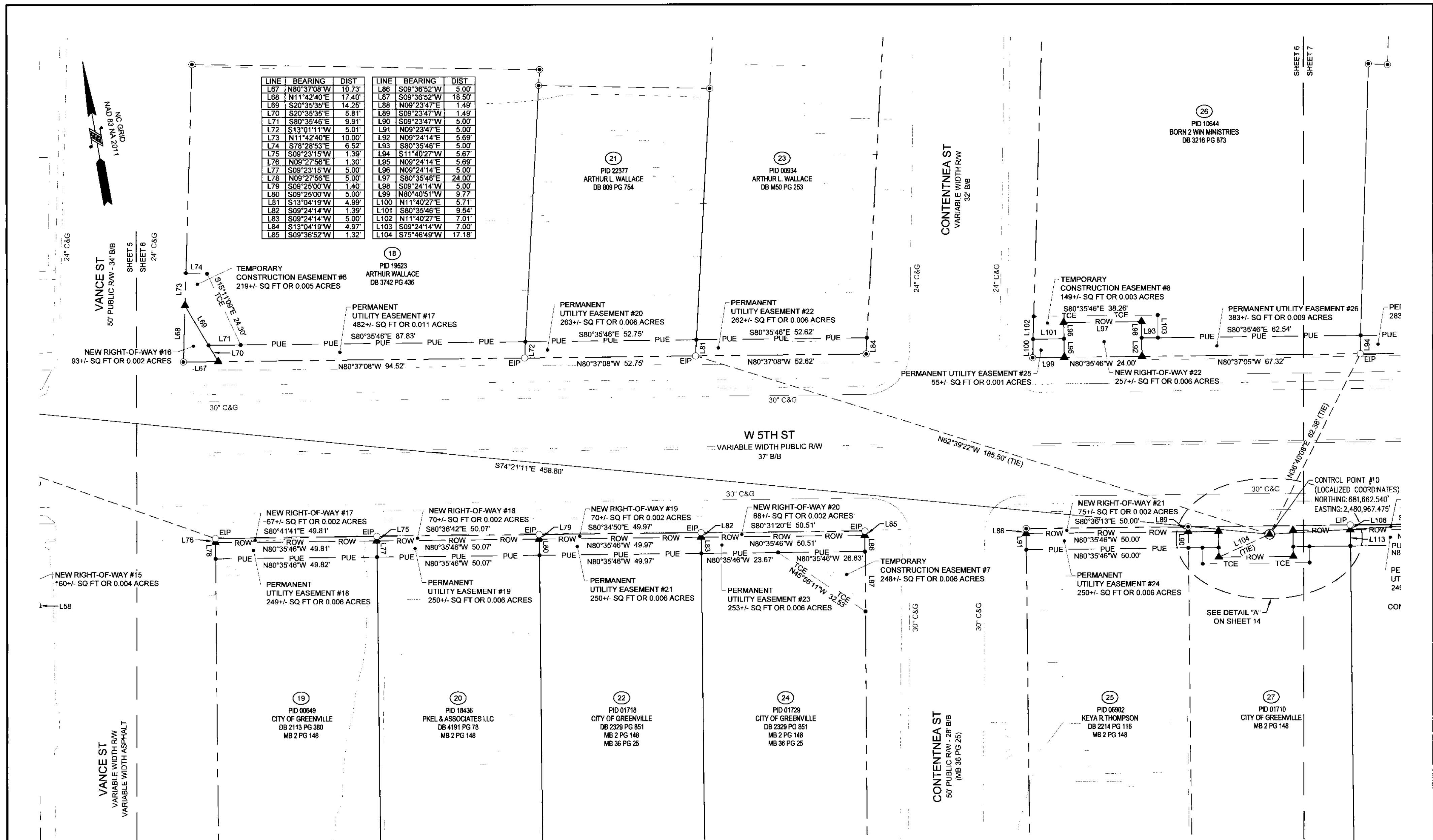
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 Recorded: 08/25/2022 at 09:05:29 AM  
 Fee Amt: \$362.00 Page 5 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
**89 PG 60-73**

**SURVEY CERTIFICATION**

NORTH CAROLINA PITT COUNTY

NORTH CAROLINA  
 PROFESSIONAL  
 LAND SURVEYOR  
 L-3994  
 JEFFREY S. COATS

*Jeffrey S. Coats 8/24/22*  
 JEFFREY S. COATS, PLS L-3994



REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
 REVISION: 7/18/22 - REMOVED TCE #24 FROM PARCEL #74  
 REVISION: 7/6/22 - REMOVED ROW #32, TCE #25 & TCE #26 FROM PARCEL #38

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**  
 CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

SURVEYED  
 J. NELSON / C. KNOX

DRAWN  
 B. RICHARDS

CHECKED  
 D. MCGOWAN

DATE  
 MAY 20, 2022

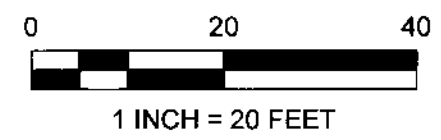
SCALE  
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NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

SHEET 6 OF 14



Doc ID: 015514730014 Type: CRP  
 Recorded: 08/25/2022 at 09:05:29 AM  
 Fee Amt: \$362.00 Page 6 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 89 PG 60-73

**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

**JEFFREY S. COATS**  
 PROFESSIONAL LAND SURVEYOR  
 L-3994

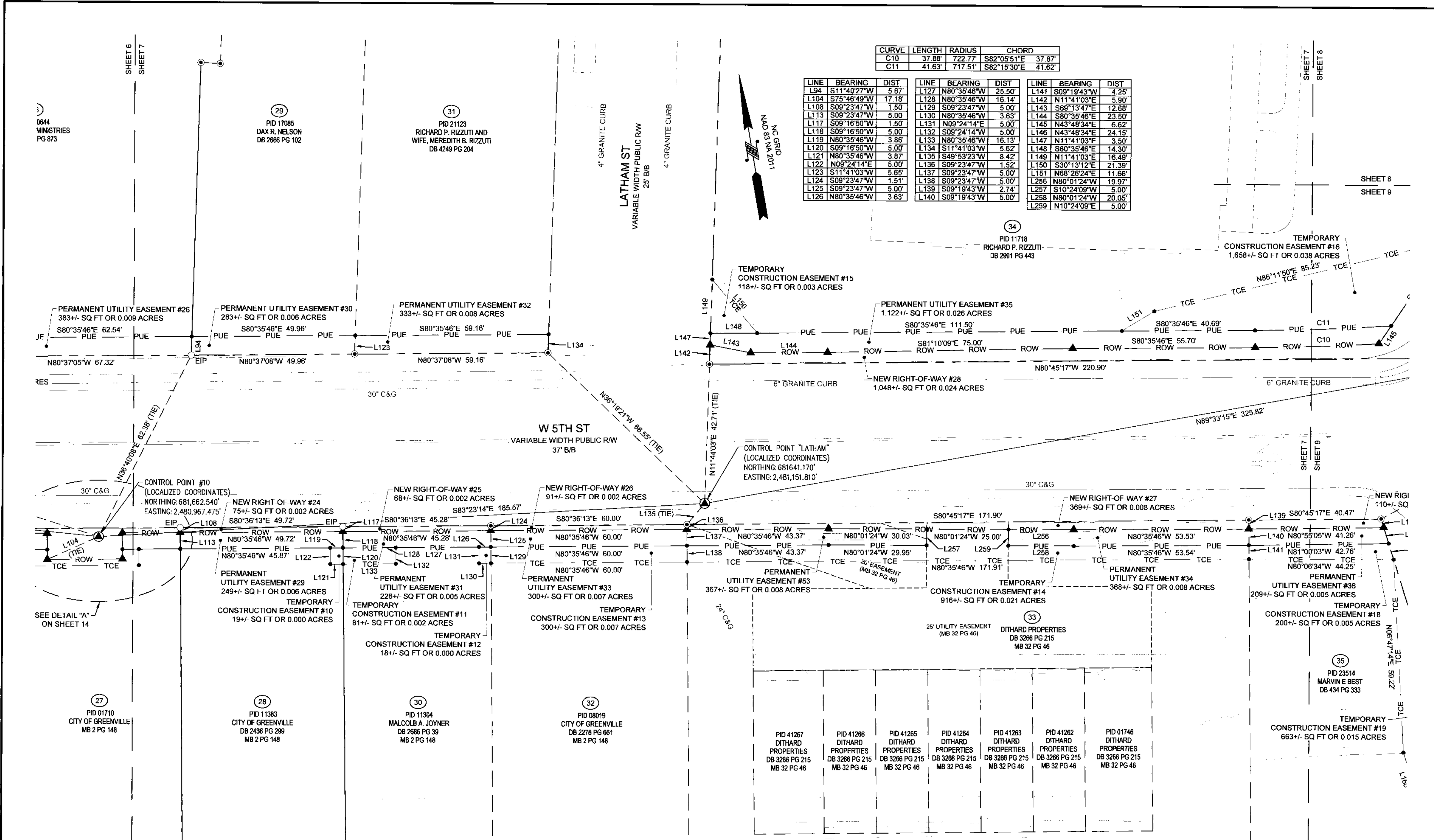
3/24/22  
 JEFFREY S. COATS, PLS

L-3994



CURVE	LENGTH	RADIUS	CHORD
C10	37.88'	722.77'	S82°06'51"E 37.87'
C11	41.63'	717.51'	S82°15'30"E 41.62'

LINE	BEARING	DIST	LINE	BEARING	DIST	LINE	BEARING	DIST
L94	S11°40'27"W	5.67'	L127	N80°35'46"W	25.50'	L141	S09°19'43"W	4.25'
L104	S75°46'49"W	17.18'	L128	N80°35'46"W	16.14'	L142	N11°41'03"E	5.90'
L108	S09°23'47"W	1.50'	L129	S09°23'47"W	5.00'	L143	S69°13'47"E	12.68'
L113	S09°23'47"W	5.00'	L130	N80°35'46"W	3.63'	L144	S80°35'46"E	23.50'
L117	S09°16'50"W	1.50'	L131	N09°24'14"E	5.00'	L145	N43°48'34"E	6.62'
L118	S09°16'50"W	5.00'	L132	S09°24'14"W	5.00'	L146	N43°48'34"E	24.15'
L119	N80°35'46"W	3.86'	L133	N80°35'46"W	16.13'	L147	N11°41'03"E	3.50'
L120	S09°16'50"W	5.00'	L134	S11°41'03"W	5.62'	L148	S80°35'46"E	14.30'
L121	N80°35'46"W	3.87'	L135	S49°53'23"W	8.42'	L149	N11°41'03"E	16.49'
L122	N09°24'14"E	5.00'	L136	S09°23'47"W	1.52'	L150	S30°13'12"E	21.39'
L123	S11°41'03"W	5.65'	L137	S09°23'47"W	5.00'	L151	N68°26'24"E	11.86'
L124	S09°23'47"W	1.51'	L138	S09°23'47"W	5.00'	L256	N80°01'24"W	19.97'
L125	S09°23'47"W	5.00'	L139	S09°19'43"W	2.74'	L257	S10°24'09"W	5.00'
L126	N80°35'46"W	3.63'	L140	S09°19'43"W	5.00'	L258	N80°01'24"W	20.05'
						L259	N10°24'09"E	5.00'



REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
 REVISION: 7/18/22 - REMOVED TCE #24 FROM PARCEL #74  
 REVISION: 7/6/22 - REMOVED ROW #32, TCE #25 & TCE #26 FROM PARCEL #38



**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX
DRAWN B. RICHARDS	CHECKED D. MCGOWAN
DATE MAY 20, 2022	SCALE 1 INCH = 20 FEET

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

SHEET 7 OF 14

**SURVEY CERTIFICATION**

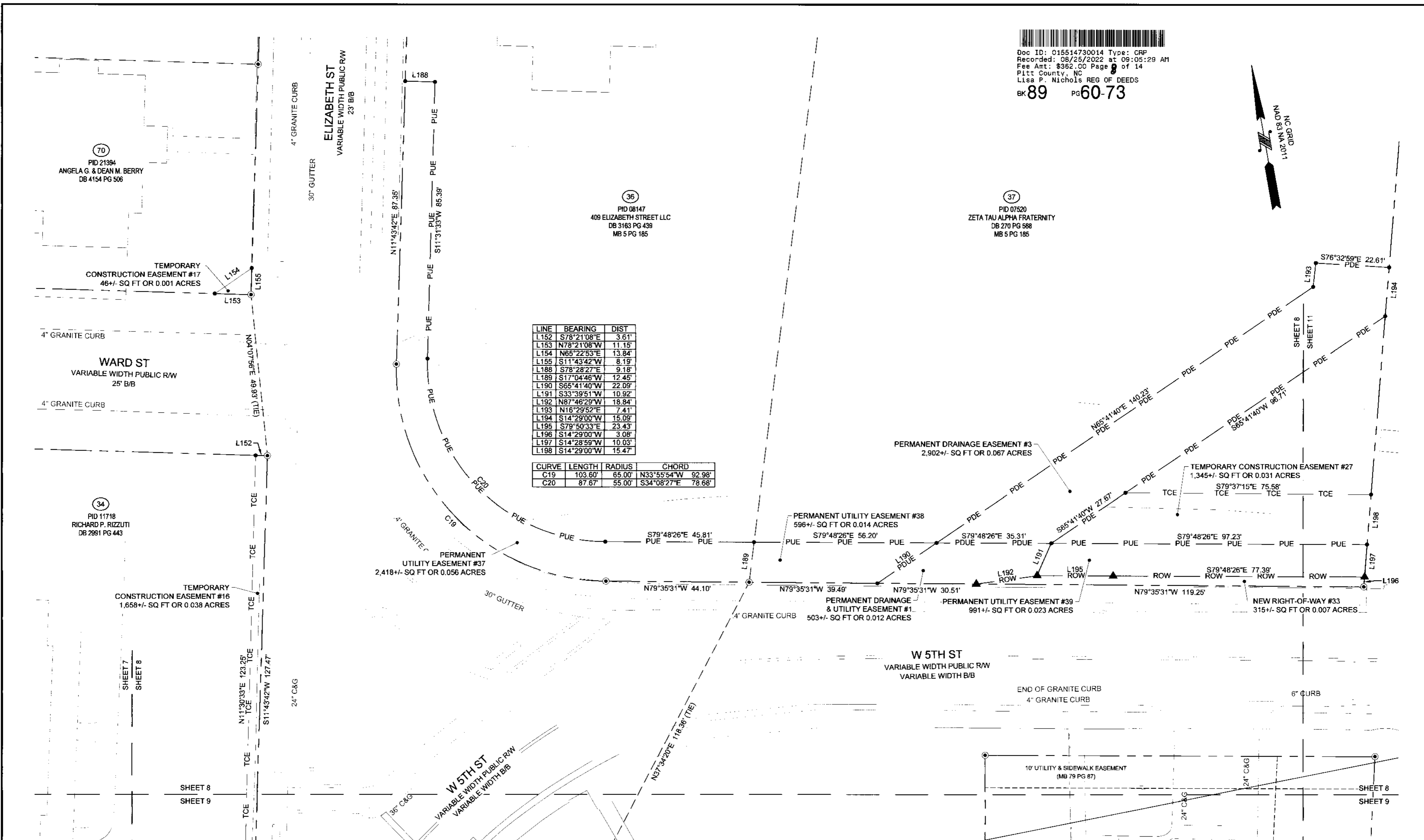
NORTH CAROLINA      PITT COUNTY

NORTH CAROLINA  
 PROFESSIONAL  
 LAND SURVEYOR  
 JEFFREY S. COATS  
 L-3994

JEFFREY S. COATS, PLS      8/24/22      L-3994

Doc ID: 015514730014 Type: CRP  
 Recorded: 08/25/2022 at 09:05:29 AM  
 Fee Amt: \$362.00 Page 7 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
**BK 89 PG 60-73**

Doc ID: 015514730014 Type: CRP  
 Recorded: 08/25/2022 at 09:05:29 AM  
 Fee Amt: \$382.00 Page 8 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 89 PG 60-73

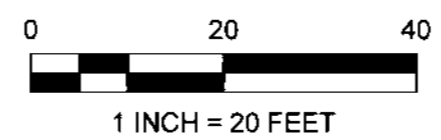


LINE	BEARING	DIST
L152	S78°21'08"E	3.61'
L153	N78°21'08"W	11.15'
L154	N65°22'53"E	13.84'
L155	S11°43'42"W	8.19'
L188	S78°28'27"E	9.18'
L189	S17°04'46"W	12.45'
L190	S65°41'40"W	22.09'
L191	S33°39'51"W	10.92'
L192	N87°46'29"W	18.84'
L193	N16°29'52"E	7.41'
L194	S14°29'00"W	15.09'
L195	S79°50'33"E	23.43'
L196	S14°29'00"W	3.08'
L197	S14°28'59"W	10.03'
L198	S14°29'00"W	15.47'

CURVE	LENGTH	RADIUS	CHORD
C19	103.60'	65.00'	N33°55'54"W 92.98'
C20	87.67'	55.00'	S34°08'27"E 78.68'

REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
 REVISION: 7/18/22 - REMOVED TCE #24 FROM PARCEL #74  
 REVISION: 7/6/22 - REMOVED ROW #32, TCE #25 & TCE #26 FROM PARCEL #38



**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX DRAWN B. RICHARDS CHECKED D. MCGOWAN DATE MAY 20, 2022 SCALE 1 INCH = 20 FEET
--	---

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

NOTES:  
 SEE SHEET 2

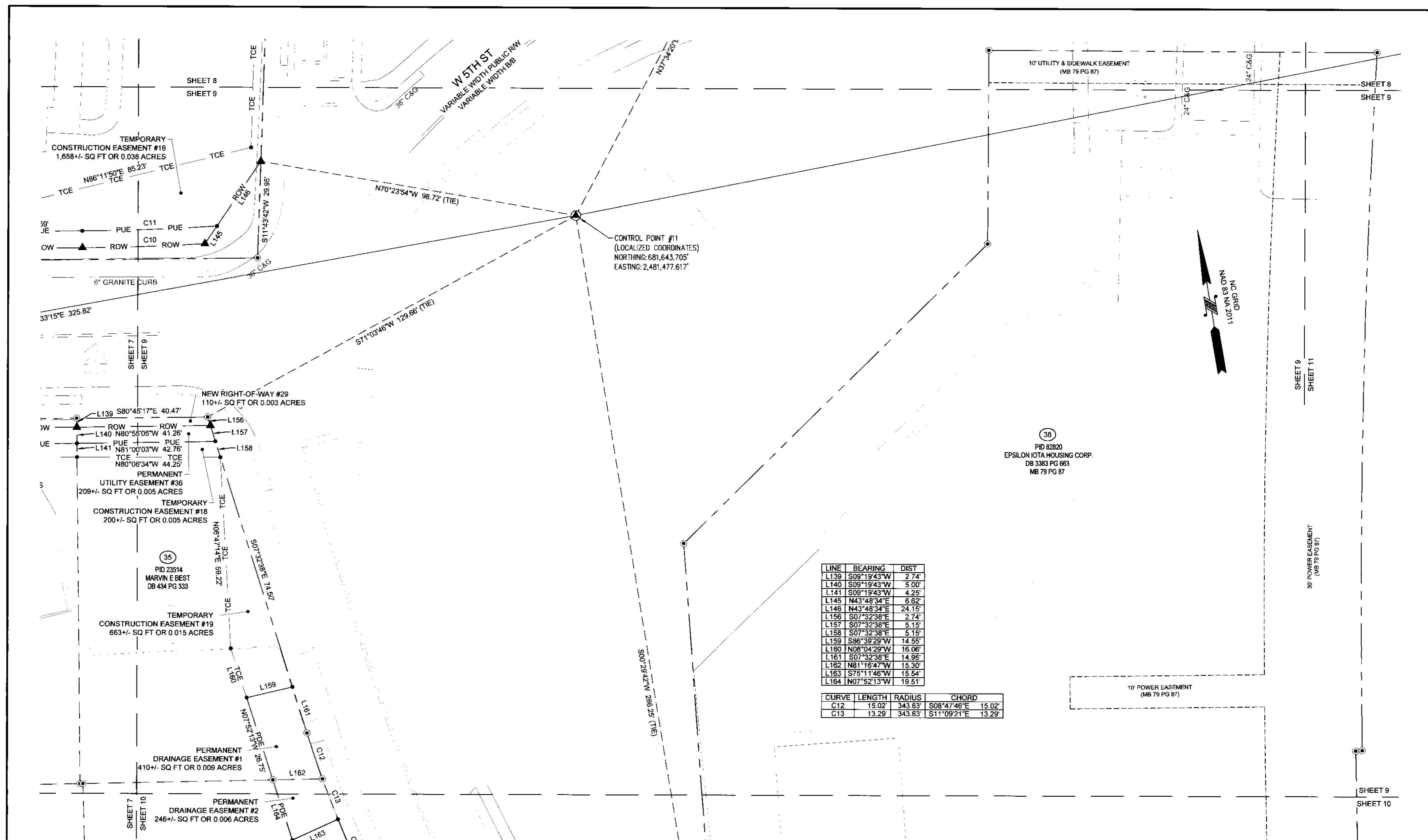
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EASEMENT ACQUISITION / AREA TABLE:  
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SHEET 8 OF 14

**SURVEY CERTIFICATION**  
 NORTH CAROLINA                      PITT COUNTY

*Jeffrey S. Coats* 8/24/22  
 JEFFREY S. COATS, PLS                      L-3994



LINE	BEARING	DIST
L139	S09°19'43"W	2.74'
L140	S09°19'43"W	5.00'
L141	S09°19'43"W	4.25'
L145	N43°48'34"E	6.62'
L146	N43°48'34"E	24.15'
L156	S07°32'38"E	2.74'
L157	S07°32'38"E	5.15'
L158	S07°32'38"E	5.15'
L159	S86°39'29"W	14.55'
L160	N08°04'29"W	16.06'
L161	S07°32'38"E	14.95'
L162	N81°16'47"W	15.30'
L163	S75°11'46"W	15.54'
L164	N07°52'13"W	19.51'

CURVE	LENGTH	RADIUS	CHORD
C12	15.02'	343.63'	S08°47'46"E 15.02'
C13	13.29'	343.63'	S11°09'21"E 13.29'

REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
 REVISION: 7/18/22 - REMOVED TCE #24 FROM PARCEL #74  
 REVISION: 7/6/22 - REMOVED ROW #32, TCE #25 & TCE #26 FROM PARCEL #38

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

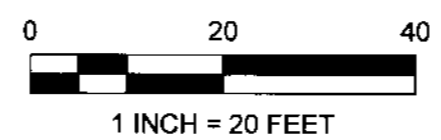
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	DRAWN B. RICHARDS
	CHECKED D. MCGOWAN
	DATE MAY 20, 2022
	SCALE 1 INCH = 20 FEET

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LEGEND:  
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EASEMENT ACQUISITION / AREA TABLE:  
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SHEET 9 OF 14

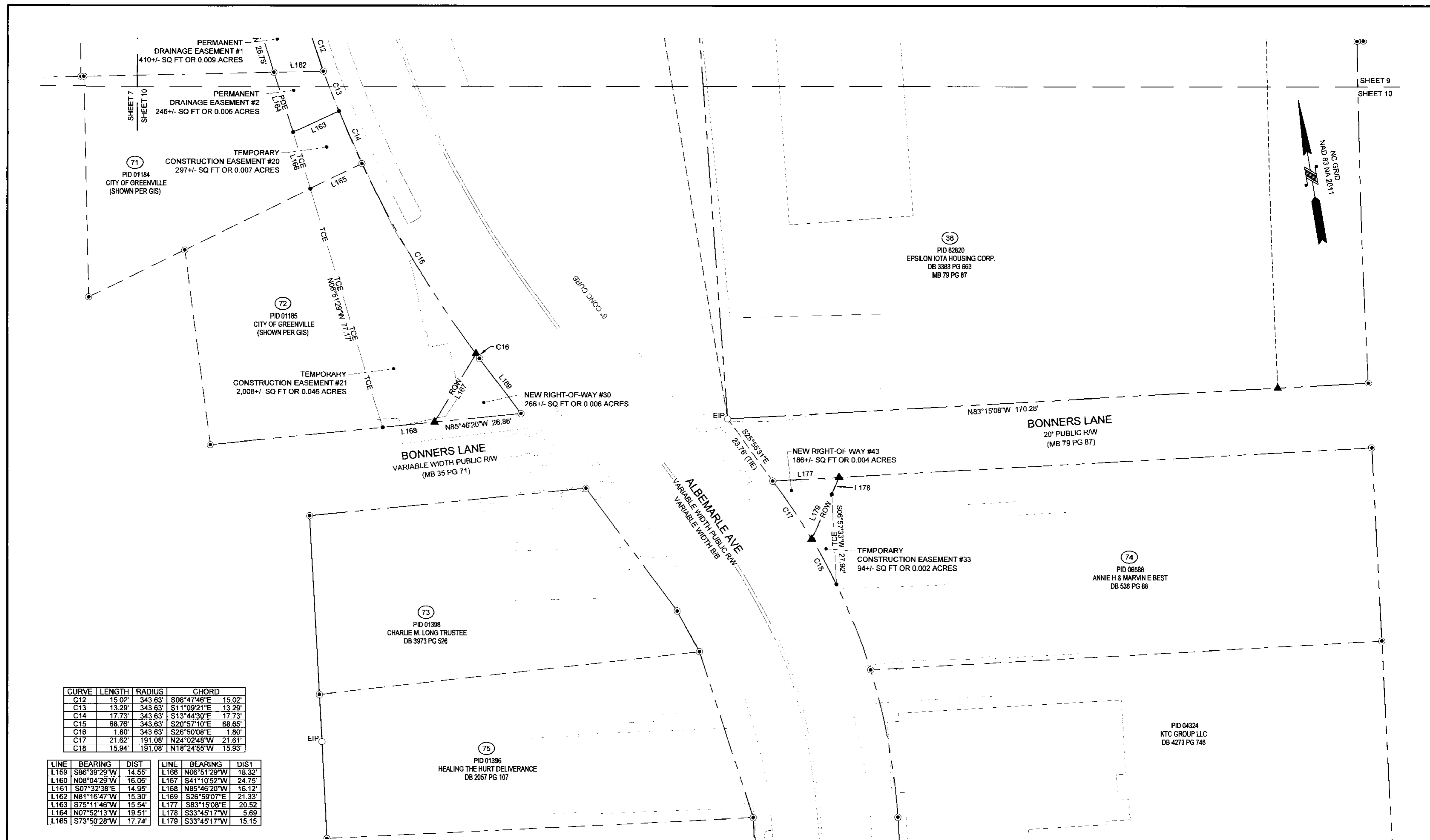


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 Fee Amt: \$382.00 Page 9 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 89 PG 60-73

**SURVEY CERTIFICATION**

NORTH CAROLINA      PITT COUNTY

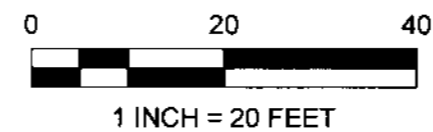
JEFFREY S. COATS, PLS      8/24/22      L-3994



CURVE	LENGTH	RADIUS	CHORD
C12	15.02'	343.63'	S08°47'46"E 15.02'
C13	13.29'	343.63'	S11°09'21"E 13.29'
C14	17.73'	343.63'	S13°44'30"E 17.73'
C15	68.76'	343.63'	S20°57'10"E 68.65'
C16	1.80'	343.63'	S26°50'08"E 1.80'
C17	21.62'	191.08'	N24°02'48"W 21.61'
C18	15.94'	191.08'	N18°24'55"W 15.93'

LINE	BEARING	DIST	LINE	BEARING	DIST
L159	S86°39'29"W	14.55'	L166	N06°51'29"W	18.32'
L160	N08°04'28"W	16.06'	L167	S41°10'52"W	24.75'
L161	S07°32'38"E	14.95'	L168	N85°46'20"W	16.12'
L162	N81°16'47"W	15.30'	L169	S26°59'07"E	21.33'
L163	S75°11'46"W	15.54'	L177	S83°15'08"E	20.52'
L164	N07°52'13"W	19.51'	L178	S33°45'17"W	5.69'
L165	S73°50'28"W	17.74'	L179	S33°45'17"W	15.15'

REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
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**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX
<b>CH ENGINEERING</b> 3220 GLEN ROYAL RD RALEIGH, NC 27617 TEL. (919) 788-0224 FAX (919) 788-0232 CORPORATE LICENSE # P-0189	DRAWN B. RICHARDS
	CHECKED D. MCGOWAN
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LEGEND:  
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SHEET 10 OF 14

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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 89 PG 60-73

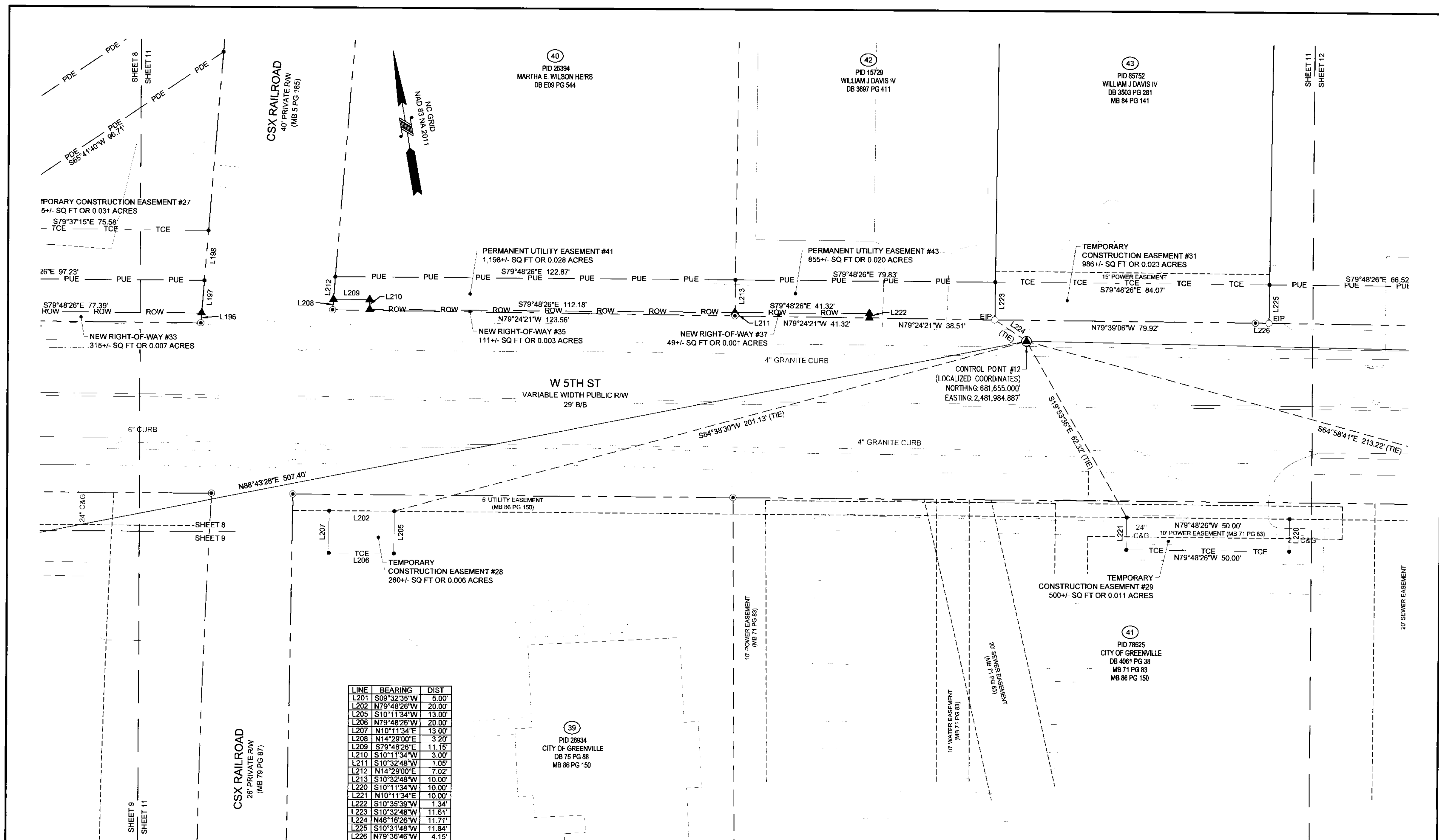
SURVEY CERTIFICATION

NORTH CAROLINA PITT COUNTY

JEFFREY S. COATS, PLS

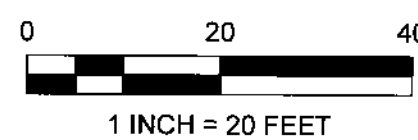
L-3994

*Jeffrey S. Coats* 8/24/22



LINE	BEARING	DIST
L201	S09°32'35"W	5.00'
L202	N79°48'26"W	20.00'
L205	S10°11'34"W	13.00'
L206	N79°48'26"W	20.00'
L207	N10°11'34"E	13.00'
L208	N14°29'00"E	3.20'
L209	S79°48'26"E	11.15'
L210	S10°11'34"W	3.00'
L211	S10°32'48"W	1.05'
L212	N14°29'00"E	7.02'
L213	S10°32'48"W	10.00'
L220	S10°11'34"W	10.00'
L221	N10°11'34"E	10.00'
L222	S10°35'39"W	1.34'
L223	S10°32'48"W	11.61'
L224	N46°16'26"W	11.71'
L225	S10°31'48"W	11.84'
L226	N79°36'46"W	4.15'

REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
 REVISION: 7/18/22 - REMOVED TCE #24 FROM PARCEL #74  
 REVISION: 7/6/22 - REMOVED ROW #32, TCE #25 & TCE #26 FROM PARCEL #38



**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

SURVEYED  
 J. NELSON / C. KNOX

DRAWN  
 B. RICHARDS

CHECKED  
 D. MCGOWAN

DATE  
 MAY 20, 2022

SCALE  
 1 INCH = 20 FEET

NOTES:  
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LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

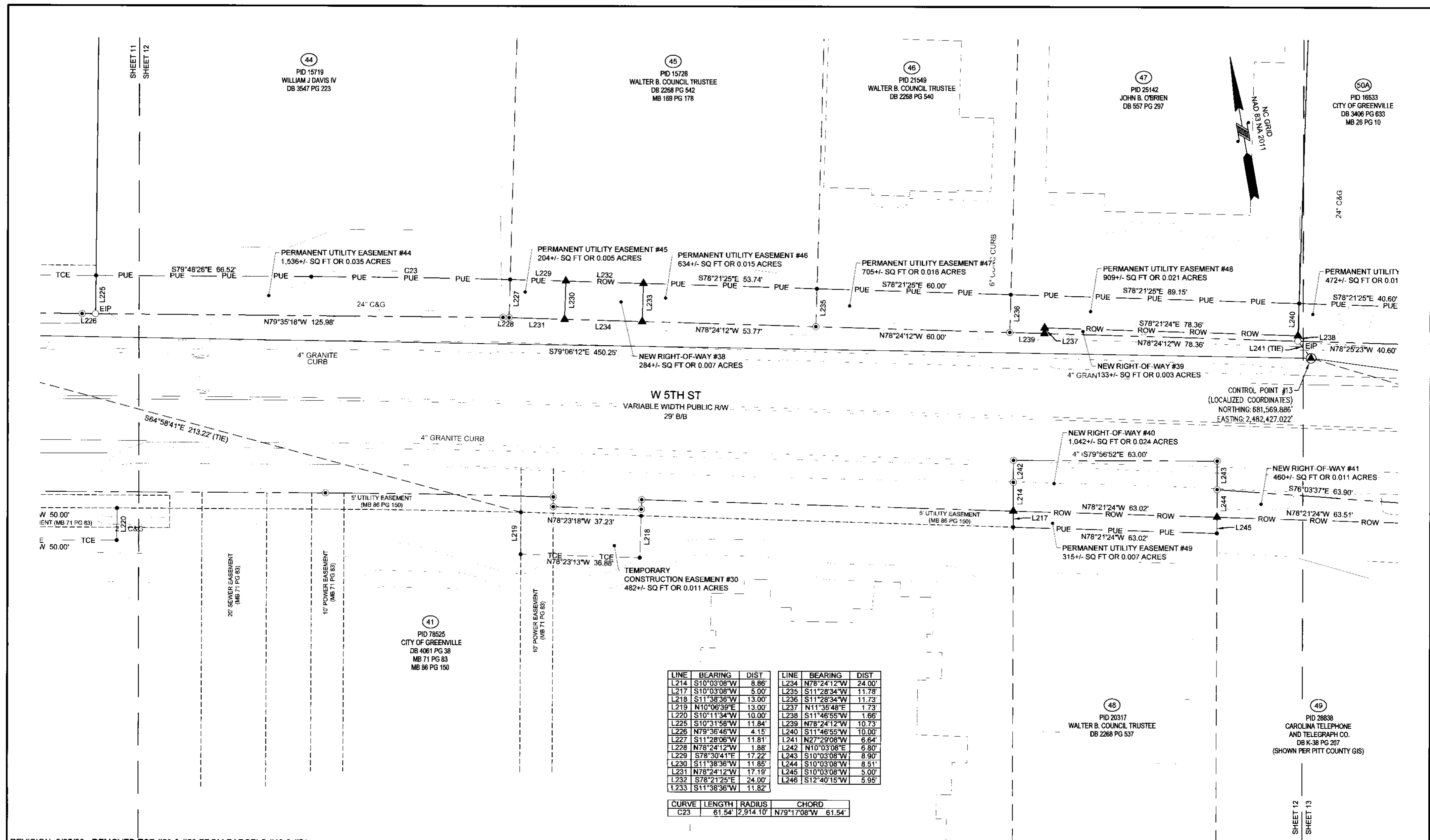
SHEET 11 OF 14

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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 89 PG 60-73

**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

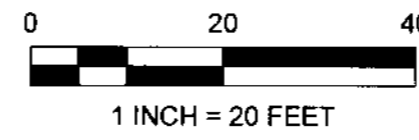
**JEFFREY S. COATS**  
 LAND SURVEYOR  
 L-3994

*Jeffrey S. Coats* 8/24/22  
 JEFFREY S. COATS, PLS L-3994



LINE	BEARING	DIST	LINE	BEARING	DIST
L214	S10°03'08"W	8.86'	L234	N78°24'12"W	24.00'
L217	S10°03'08"W	5.00'	L235	S11°28'34"W	11.78'
L218	S11°38'36"W	13.00'	L236	S11°28'34"W	11.73'
L219	N10°06'39"E	13.00'	L237	N11°35'48"E	1.73'
L220	S10°11'34"W	10.00'	L238	S11°46'55"W	1.66'
L225	S10°31'58"W	11.84'	L239	N78°24'12"W	10.73'
L226	N79°36'46"W	4.15'	L240	S11°46'55"W	10.00'
L227	S11°28'06"W	11.81'	L241	N27°29'08"W	6.64'
L228	N78°24'12"W	1.88'	L242	N10°03'08"E	6.80'
L229	S78°30'41"E	17.22'	L243	S10°03'08"W	8.90'
L230	S11°38'36"W	11.85'	L244	S10°03'08"W	8.51'
L231	N78°24'12"W	17.19'	L245	S10°03'08"W	5.00'
L232	S78°21'25"E	24.00'	L246	S12°40'15"W	3.95'
L233	S11°38'36"W	11.82'			

CURVE	LENGTH	RADIUS	CHORD
C23	61.54'	2,914.10'	N79°17'08"W 61.54'



REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
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**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA

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NOTES:  
 SEE SHEET 2

LEGEND:  
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EASEMENT ACQUISITION / AREA TABLE:  
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SHEET 12 OF 14

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 Fee Amt: \$362.00 Page 12 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
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**SURVEY CERTIFICATION**

NORTH CAROLINA PITT COUNTY

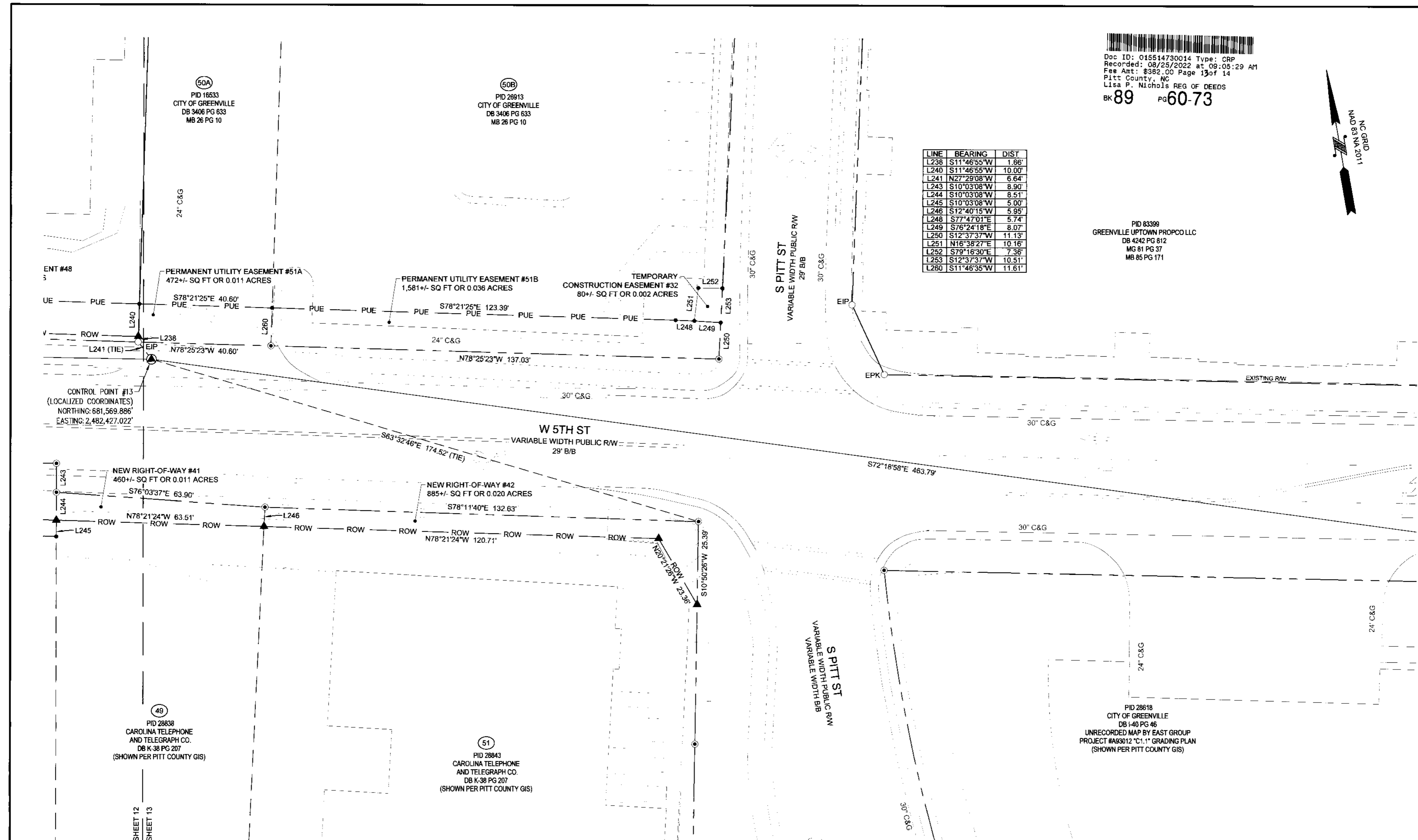
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 Fee Amt: \$382.00 Page 13 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
**BK 89 PG 60-73**



LINE	BEARING	DIST
L238	S11°46'55"W	1.66'
L240	S11°46'55"W	10.00'
L241	N27°29'08"W	6.64'
L243	S10°03'08"W	8.90'
L244	S10°03'08"W	8.51'
L245	S10°03'08"W	5.00'
L246	S12°40'15"W	5.95'
L248	S77°47'01"E	5.74'
L249	S76°24'18"E	8.07'
L250	S12°37'37"W	11.13'
L251	N16°38'27"E	10.16'
L252	S79°18'30"E	7.36'
L253	S12°37'37"W	10.51'
L260	S11°46'35"W	11.61'

PID 83399  
 GREENVILLE UPTOWN PROPCO LLC  
 DB 4242 PG 812  
 MG 81 PG 37  
 MB 85 PG 171



REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
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**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**  
 CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
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DRAWN  
 B. RICHARDS

CHECKED  
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DATE  
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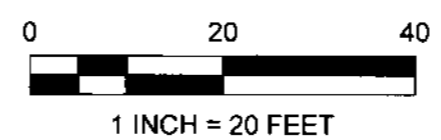
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SHEET 13 OF 14

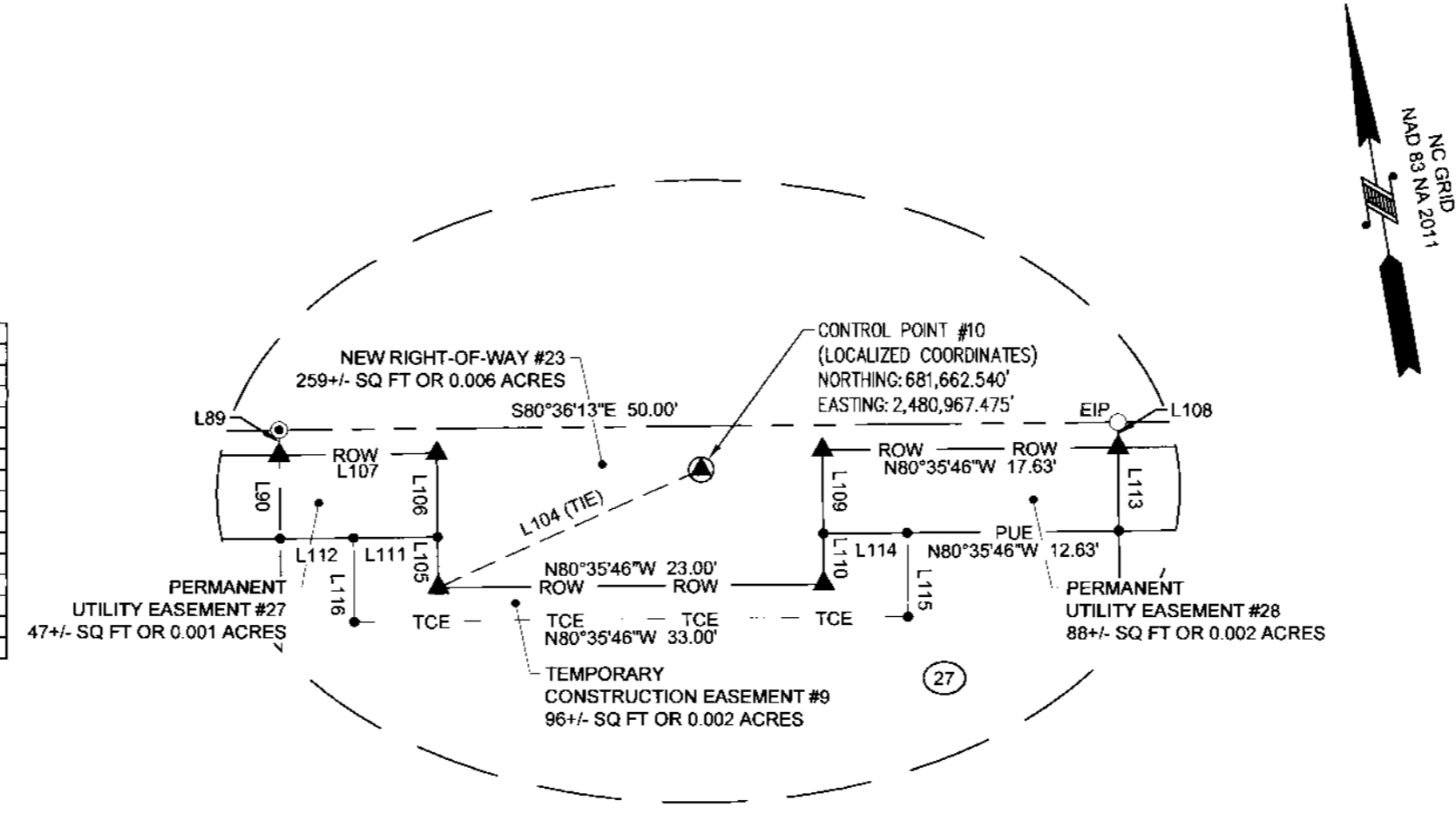


**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

*Jeffrey S. Coats* 8/24/22  
 JEFFREY S. COATS, PLS L-3994

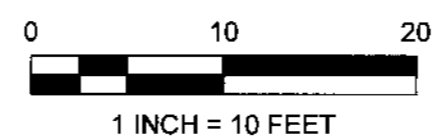
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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 89 PG 60-73

LINE	BEARING	DIST
L89	S09°23'47"W	1.49'
L90	S09°23'47"W	5.00'
L104	S75°46'49"W	17.18'
L105	N09°24'14"E	3.00'
L106	N09°24'14"E	5.00'
L107	N80°35'46"W	9.37'
L108	S09°23'47"W	1.50'
L109	S09°24'14"W	5.00'
L110	S09°24'14"W	3.00'
L111	N80°35'46"W	5.00'
L112	N80°35'46"W	4.37'
L113	S09°23'47"W	5.00'
L114	N80°35'46"W	5.00'
L115	S09°24'14"W	5.00'
L116	N09°24'14"E	5.00'



DETAIL "A"  
1"=10'

REVISION: 8/25/22 - REMOVED TCE #50 & #52 FROM PARCELS #49 & #51  
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<b>EASEMENT ACQUISITION PLAT</b> <b>CITY OF GREENVILLE BUILD PROJECT</b> <b>AREA "D" IMPROVEMENTS</b> CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA	
PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX DRAWN B. RICHARDS CHECKED D. McGOWAN DATE MAY 20, 2022 SCALE 1 INCH = 10 FEET
<p>3220 GLEN ROYAL RD. RALEIGH, NC 27617          TEL. (919) 788-0224 FAX (919) 788-0232          CORPORATE LICENSE # P-0189</p>	

NOTES:  
SEE SHEET 2

LEGEND:  
SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
SEE SHEET 2

SHEET 14 OF 14

SURVEY CERTIFICATION	
NORTH CAROLINA	PITT COUNTY
 JEFFREY S. COATS, PLS	 B. RICHARDS
L-3994	





City of Greenville,  
North Carolina

Meeting Date: 11/07/2022

**Title of Item:** Adoption of 2023 State and Federal Legislative Initiatives

**Explanation:** On September 26, 2022, City staff and elected officials met with the City's state and federal lobbyists, Whitney Christensen and Trafton Dinwiddie of Ward and Smith, P.A. and Jennifer Imo of The Ferguson Group, to discuss legislative priorities for 2023. Based on input received, Ms. Christensen and Ms. Imo have developed draft legislative agendas for the City of Greenville for 2023.

Establishing legislative initiatives assists the City's lobbyists at the state and federal levels in advocating for identified priorities, in addition to monitoring legislation and funding opportunities which may impact the City. The draft legislative agendas are attached and include priorities for transportation and infrastructure, public safety, zoning and inspections, community and economic development, energy and environment, recreation and parks, and others.

**Fiscal Note:** No direct cost

**Recommendation:** Adopt the 2023 State and Federal Legislative Initiatives

ATTACHMENTS

- [📄 Draft 2023-24 State Legislative Agenda \(2\).pdf](#)
- [📄 1173035 - Draft 2023 Federal Agenda.pdf](#)



## STATE LEGISLATIVE AGENDA

### 2023-24 Biennium of the North Carolina General Assembly

#### TOP STATE LEGISLATIVE PRIORITIES

- Seek legislation and funding sources to improve the North Carolina Department of Transportation's financial position and its ability to generate sufficient revenue so that it is positioned to steadily deliver road projects without further delay or interruption.
- Seek state appropriations to support replacement of the flood-prone and aging Town Commons bulkhead.
- Support state funding support for local government stormwater projects and related grant programs.
- Seek state appropriations for the River Park North greenway project.

#### ADDITIONAL PRIORITY LEGISLATION

##### *Transportation*

- Seek and support funding to improve interstate access in Eastern North Carolina to and from Greenville.
- Seek additional state funds allocated to maintenance and resurfacing of public roadways.
- Seek state funding for local on-demand transit pilot programs.

##### *Revenue and Appropriations*

- Seek legislation to create additional revenue sources for the City to use on special projects.
- Oppose any legislation to reallocate sales tax revenue that would decrease the City's current sales tax distribution.
- Seek additional state funding support for development of affordable housing projects.
- Oppose any unfunded mandates.

##### *Economic Development*

- Seek state funding for land acquisition and development of a regional megasite either through a direct appropriation or through the North Carolina Megasite Fund.

##### *Public Safety*

- Seek legislation to authorize a Civilian Traffic Crash Investigator program for the City.
- Seek state funding resources for implementation of flood mitigation measures in the Neuse and Tar-Pamlico River Basins.

### *Planning, Zoning and Building Code*

- Oppose legislation that usurps or undermines the City's exclusive authority to conduct building inspections.
- Oppose any proposed limitations on municipal zoning authority.

### *Enrichment*

- Support legislation and appropriations to facilitate development and expansion of greenways.
- Advocate for increased state funding for stream debris removal and dredging programs to support the cleanliness and navigability of the Tar River.
- Advocate for sustained or increased state appropriations to the Parks and Recreation Trust Fund and support additional appropriations and grant opportunities that could be utilized by the City for recreational initiatives.

## **ADVOCACY POSITIONS**

### *Transportation*

- Support legislation to ensure that the amount of Powell Bill funds appropriated by the state is sustained and that distributions to municipalities are maintained or increased despite the trend of decreasing gas tax revenue.
- Support addition of a new funding stream for the Complete Streets Program to complete the county-based portion of sidewalks that have been funded by municipalities under the program.
- Seek \$5 million state appropriation to match federal dollars to replace the flood-prone Air Terminal at the Pitt-Greenville Airport.
- Support the airport coalition's Air Service Development appropriation request.

### *Public Safety*

- Seek legislation to create a Hands Free Law in North Carolina.
- Seek state funding support for pedestrian safety projects.
- Work with the North Carolina Office of Emergency Medical Services to evaluate and pursue the necessary changes to allow EMS to transport patients to urgent care centers or mental health facilities.
- Support state adoption of a Public Emergency Transportation Fund to allow additional reimbursement to EMS providers for services rendered.

### *Enrichment*

- Advocate for increased state support for local arts councils and youth arts programs.
- Restore the Department of Natural and Cultural Resources Trails Grants project award cap to \$250,000 from its current cap of \$100,000.

### *Miscellaneous Positions*

- Oppose legislation that limits municipal authority over online marketplaces, short term rental programs and other ordinance authority.
- Seek state appropriations for improvements to the Greenville Public Works Department offices.
- Seek legislation to strengthen North Carolina's anti-tethering law.
- Seek state appropriations for facility upgrades to the Greenville Police Department's evidence room.



*Find yourself in good company*

# Draft 2023 Federal Agenda

**Mayor**

P.J. Connelly

**Mayor Pro Tem**

Rose H. Glover

**Council Member At-Large**

Will Bell

**Council Member, District 1**

Monica Daniels

**Council Member, District 3**

Marion Blackburn

**Council Member, District 4**

Rick Smiley

**Council Member, District 5**

Les Robinson

Prepared in coordination with The Ferguson Group, LLC

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GREENVILLE CITY HALL  
200 WEST FIFTH STREET  
GREENVILLE, NC 27858  
(252) 329-2489

# Draft 2023 Federal Priorities

Transportation and Infrastructure	<b>Action Item:</b>
<b>Improved Connectivity in Eastern North Carolina</b>	<p>Support funding to improve interstate access in Eastern North Carolina.</p> <p>Support Interstate 87 designation from Raleigh to Norfolk.</p>
<b>Pitt-Greenville Airport</b>	<p>Support efforts to expand flight options and infrastructure improvements at Pitt-Greenville Airport.</p> <p>Support enhanced funding for the Airport Improvement Program and authority to increase Passenger Facilities Charges in the FAA Reauthorization.</p>
<b>Public Transit and City Fleet</b>	<p>Monitor funding opportunities for various transit needs, such as on-demand service, electric buses, and charging stations.</p>
<b>Pedestrian Bridge</b>	<p>Explore funding opportunities for a pedestrian bridge from “Intersect East” to new development over the 10<sup>th</sup> Street Connector.</p>
<b>Bridge Replacement</b>	<p>Pursue federal off-system bridge funding from NCDOT for local bridges.</p>
<b>Transportation Safety</b>	<p>Pursue grant funding through USDOT’s Safe Streets and Roads for All grant program to implement the City’s transportation safety plan.</p> <p>Pursue funding for sidewalks through DOT’s Safe Routes to School Program (through NCDOT)</p>
<b>Greenways</b>	<p>Monitor and pursue funding opportunities for the City’s greenway system.</p>

Public Safety	<b>Action Item:</b>
<b>Police Department</b>	<p>Pursue assistance for technology and equipment needs and traffic safety.</p> <p>Expand DOJ’s Body Worn Camera grant program to include storage and administrative costs as eligible activities.</p> <p>Monitor legislative initiatives that impact law enforcement.</p>

<b>Fire-Rescue Department</b>	<p>Pursue assistance for department needs, such as self-contained breathing apparatus and communications (AFG, FP&amp;S grants).</p> <p>Monitor legislative initiatives that support firefighters, including health and wellness legislation.</p> <p>Support national organizations' efforts to address emergency medical transport for Medicaid recipients.</p>
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<b>Community and Economic Development</b>	<b>Action Item:</b>
<b>West Greenville Neighborhood Revitalization Strategy Area</b>	Support efforts to advance the West Greenville Neighborhood Revitalization Strategy Area.
<b>Downtown Redevelopment</b>	Monitor funding opportunities to support reinvestment activities in downtown, including purchasing vacant buildings.
<b>Industrial/Office Park Development</b>	Explore funding opportunities to fund infrastructure and/or property purchase to develop an Industrial/Office Park.
<b>Affordable Housing</b>	Monitor opportunities and guidance to address affordable housing issues.
<b>HUD Priorities</b>	Support federal funding for HUD's Community Development Block Grant and HOME programs, as well as tax credit programs that run through the state.

<b>Energy and Environment</b>	<b>Action Item:</b>
<b>Town Common Bulkhead</b>	Work with the U.S. Army Corps of Engineers to assess viability of federal funding for bulkhead replacement.
<b>Watershed Master Plan</b>	Identify funding opportunities for implementation of the Greenville Watershed Master Plan.
<b>Stormwater Projects</b>	Support the City's three stormwater projects, including one through FEMA's Building Resilient Infrastructure and Communities grant application.

<b>Recreation and Parks</b>	
	<b>Action Item:</b>
<b>Wildwood Park</b>	Explore funding opportunities for Wildwood Park, the new outdoor adventure park that includes trails, camping, and other outdoor activities.
<b>Public Arts Projects</b>	Working with the local arts council, support efforts to secure assistance for public arts projects.
<b>Park and Recreation Infrastructure</b>	Support federal programs that fund park and recreation infrastructure, including greenways throughout the City and Greenville’s Wildwood Park.

<b>Other Priorities</b>	
	<b>Action Item:</b>
<b>FY 2024 Budget and Appropriations</b>	Support full funding for priority federal programs, including programs listed on this Federal Agenda.  Support specific projects to be funded through the Congressional earmarking process.  Support continued funding for the Department of Energy’s Energy Efficiency and Conservation Block Grant program to allow communities to fully develop and implement impactful programs (received one-time funding in bipartisan infrastructure law).
<b>COVID-19 Response</b>	Support increased flexibility in spending American Rescue Plan Act Coronavirus State and Local Fiscal Relief Funds, including extending the time allowed to spend those funds.
<b>Financing</b>	Support tax-exempt municipal bonds and advance refunding bonds.



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

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**Title of Item:** Termination of Red light camera program: Wind Down Agreement

**Explanation:** The City and American Traffic Solutions, Inc. now doing business as Verra Mobility (ATS) entered into an Agreement on or about March 28, 2017 which provides ATS is responsible for the management of the City's Traffic Signal Red Light Violation Program ("Program"). The purpose of the Program is to improve traffic safety. The Agreement expires on November 15, 2022, and the City does not plan to extend the agreement. Instead, the City plans to enter a wind down agreement with ATS.

Pursuant to North Carolina law, the City entered a related Interlocal Agreement with the Pitt County Board of Education ("Board"), which allowed the Parties to include provisions in the Interlocal Agreement on cost sharing and reimbursement procedures to support the program.

The North Carolina Court of Appeals in *Fearrington et al. v. City of Greenville et al.* (March 15, 2022), ruled that the City was not forwarding the clear proceeds of civil penalties to the Board in violation of the North Carolina Constitution. The City subsequently filed a notice of appeal to the North Carolina Supreme Court.

On June 23, 2022, the City amended its Agreement with ATS to bring the program into compliance with the *Fearrington* decision. The Amendment provides that upon termination of agreement on November 15, 2022, the Parties will enter a "wind down agreement". The wind down agreement will address pending matters such as processing of pending citations, and removal of infrastructure installed by ATS.

**Fiscal Note:** None, except what is set forth in above referenced Agreement

**Recommendation:** Authorize the City Manager or Mayor to enter a "wind down agreement" with American Traffic Solutions, Inc. regarding any pending matters related to termination of agreement including but not limited to processing of pending citations and removal of infrastructure installed by ATS.

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## ATTACHMENTS

 [Red Light Camera - City and ATS Agreement.pdf](#)



 **First Amendment To Agreement For Management of the Photo Citation Program June 2022.pdf**

**AGREEMENT FOR MANAGEMENT OF THE PHOTO CITATION PROGRAM  
BETWEEN THE CITY OF GREENVILLE  
AND  
AMERICAN TRAFFIC SOLUTIONS, INC.**

This AGREEMENT FOR MANAGEMENT OF THE PHOTO CITATION PROGRAM (referred to herein as the "Contract") is entered into this 28 day of March, 2017, by and between the CITY OF GREENVILLE (hereinafter referred to as the "City") and AMERICAN TRAFFIC SOLUTIONS, INC. (hereinafter referred to as the "Contractor") with reference to the following.

**ARTICLE 1  
DESCRIPTION OF PROJECT**

The Contractor shall be responsible for purchase, installation, maintenance, operation of equipment, collections and management associated with Greenville's Traffic Signal Red Light Violation Program as described herein. The terms as used herein shall mean:

1.1. RED LIGHT CAMERA - The project involves the monitoring of ten (10) approaches. The number of approaches monitored may be increased by mutual consent of the City and Contractor. The installation of any Camera is contingent upon the determination by the City and Contractor that the site selected has been analyzed and concludes the installation is feasible. The Contractor will assist the City with the site selection analysis of the candidate sites. The results of these evaluations shall be provided to the City.

1.2. PROGRAM - Includes (a) Camera systems being installed in final configuration and in full working order, including the process to capture, transport and process images to the location where the citations are to be produced; (b) provide an automated web-based Citation processing system, first notice printing and mailing of Citation or notice of violation per chargeable event and a mailing of a text only reminder notice, a hearing scheduled letter, a hearing denied letter, an insufficient information letter and a dismiss letter; (c) any software needed to produce citations, track violations, issue citations; production of clear, easily identifiable citations; and d) connections needed with the Division of Motor Vehicles to obtain motor vehicle registration information, which may be done directly or through a third-party provider, such as the National Law Enforcement Telecommunication System (NLETS).

1.3. PHOTO CITATION CIVIL PENALTY RATES - Pursuant to N.C.G.S. 160A-300.1, as amended by Session Law 2016-64, and Article X of Chapter 2 of Title 10 of the Greenville City Code, the civil penalty amount for running a red light is set at \$100.00. If the penalty is unpaid and no appeal is taken within thirty (30) days after issuance of the citation, an additional civil penalty of \$100.00 is assessed.

1.4. PROJECT LOCATION - The project location shall be Greenville, North Carolina with certain aspects of the processing portion of the operations, including data storage servers, to be located at a site selected and maintained by the Contractor during the term of the Contract, unless otherwise mutually agreed to by the parties.

1.5. WARNING PERIOD - Upon installation of any Camera, warning citations shall be issued for a period of thirty (30) calendar days. During this period, warning citations will

be issued to violators, but no penalty will be collected.

## ARTICLE 2 SCOPE OF SERVICES

2.1. **PROCUREMENT OF EQUIPMENT** - Contractor agrees to procure City-approved equipment for the monitoring of a mutually agreeable number of intersections. All equipment shall remain the property of the Contractor.

2.2. **MAINTENANCE** - The Contractor shall maintain the Photo Citation system and all associated equipment in good working order. Any malfunctioning Camera or related equipment shall be returned to good working order within Seventy-two (72) hours of notification that the equipment is not in proper working order.

2.3. **ENFORCEMENT** - The City shall issue civil citations to enforce regulations associated with N.C.G.S. 160A-300.1, as amended by Session Law 2016-64 and Article X of Chapter 2 of Title 10 of the Greenville City Code. The City has the sole authority to determine whether a citation will be issued. The City authorizes the Contractor to act as authorized agent of the City for the limited purpose of administratively processing recorded images of potential violations as described in this Contract. This Contract does not and shall not be interpreted as creating a general agency relationship between the City and the Contractor. Notwithstanding anything in this Contract to the contrary, the Contractor shall not have discretion to determine the process for addressing red light violations. The Contractor shall comply with the specific instructions in the business requirements questionnaire (BRQ) provided by the City to the Contractor, and agreed to by Contractor, as the same may be amended from time to time, upon the agreement of the City and Contractor subject to compliance with applicable law. The Contractor must strictly comply with the instructions set forth in the BRQ. If there is a conflict between any BRQ instruction and the terms of this Contract, the BRQ instructions govern. Authorized City staff shall have access to a review queue in the Axis System to review violations to ensure quality control.

2.4. **COLLECTIONS** - The Contractor shall collect and deposit payments on civil penalties resulting from citations issued pursuant to N.C.G.S. 160A-300.1, as amended by Session Law 2016-64 and Article X of Chapter 2 of Title 10 of the Greenville City Code. Collections shall include referral to a collection agency. Collections shall also include the filing of a civil action in the nature of a debt in accordance with City approved procedures. Contractor shall be responsible for paying any and all filing and processing fees that may be required in conjunction with institution of civil actions and will be entitled to receive any such advanced costs that are awarded and received. Funds collected shall be deposited into an account designated by the City. Funds collected shall be deposited weekly.

2.5. **ADDITIONAL MONITORING** - The Contractor shall provide enforcement monitoring of traffic regulations, other than red light violations, as permitted by State statute and as directed by the City, at a compensation to be mutually agreed to.

2.6. **ADJUDICATION** - The City and Contractor will use the Axis Adjudication module to manage the adjudication process and to coordinate the hearing appeals process for citizen protests of citations and collect and process appeal hearing deposits.

The Contractor will be responsible for providing the City access to an evidence package containing a copy of the citation under appeal and upon request with an affidavit designed to authenticate and ensure the admissibility of the citation. The affidavit must be from someone capable of stating facts necessary to qualify the citation as a business record and to establish the reliability of the equipment and processes that produced the citation.

In the event that a court requires the personal appearance of an individual capable of testifying as to the authenticating of the citation as a business record and/or to establish the reliability of the equipment and processes that produced the citation so as to ensure the admissibility of the citation, the Contractor will be responsible for satisfying any such court-imposed requirement. If the individual is required to testify more than twice in a twelve (12) month period the City agrees to compensate the Contractor for the travel and lodging of the individual for additional travel occurring during the twelve (12) month period.

The Contractor will not be responsible for costs related to hearing officers and the hearing location.

2.7. **MANAGEMENT** – The Traffic Safety Unit of the Police Department of the City will manage the Photo Citation Program and the Contractor will operate the Photo Citation Program, at the direction of the Traffic Safety Unit of the Police Department of the City.

2.8. **CUSTOMER SERVICE** - City shall handle inbound and outbound phone calls and correspondence from citizens who have questions about legal disputes and other issues relating to Citation adjudication. The Contractor shall handle inbound and outbound phone calls and correspondence from citizens who have questions regarding Contactor's technology and processes. City and the Contractor may refer citizens with questions regarding Contactor's technology and processes to websites and/or toll free telephone numbers provided by ATS for that purpose. The Contractor shall keep records of citizen inquiries and their resolution. Violators shall also be given access to review their violation and review answers to frequently asked questions on the Contractor's website violationinfo.com.

2.9. **PUBLIC INFORMATION** - The Contractor shall provide the City with access to one of Contractor's communications project managers who will assist the City in development and implementation of public information program, including providing content for mailings, public opinion pieces, surveys, the City's website, including a "how it works video" and content for public service announcements. Additionally, the Contractor shall provide the City an allowance of \$10,000 for paid advertising, media, and public relations to promote the City's traffic signal red light violation program, as determined by the City. The allowance may either be used by the City to purchase the services, in which case the \$10,000 will be credited on the City's monthly Contractor invoice, or if the City desires, Contractor will purchase the services directly and provide the invoices totaling \$10,000 to the City as evidence of the allowance.

2.10. **RECORD KEEPING** - The Contractor shall keep true and accurate records of revenue and expenses and shall provide copies to the City upon request in a form to be determined by the City and Contractor. All financial records relating to the project, with the exception of Contractor's cost or pricing data, shall be made available to a duly authorized representative of the City upon request. In accordance with the City's retention period, the

Contractor will be requested to maintain other non-financial information as it relates to the project for current year audit plus three (3) fiscal years. The Contractor will store video for up to 30 days and make the video available upon request by the City for use in non-red light running investigations. In the event of a request for video by the City, copies of the video will not be released by Contractor without prior approval from the City.

2.11. **ADDITIONAL SERVICE** - The Contractor shall set up additional locations for red light monitoring, at the direction of the City's Project Manager and upon the agreement of the Contractor. The price charged by the Contractor for the additional locations shall be the same unit price specified in Article 12 of this Contract, unless otherwise agreed to by the parties.

2.12 **WARRANTIES** - The Contractor represents and warrants that: (i) the Photo Citation equipment provided will satisfy all requirements and specifications set forth in the RFP and any addenda thereto unless otherwise exempted; (ii) all services performed by the Contractor will be of a professional quality and performed in a workmanlike manner with qualified personnel; (iii) none of the products or services provided by the Contractor will infringe on any third-party's patent, copyright, trademark, trade secret, or other right to tangible or intangible property; (iv) all information systems and devices which will be used or relied upon by Contractor in performing its obligations under this Contract have been properly secured and licensed and are functionally adequate for the purposes required by this Contract.

*ADDITIONAL WARRANTIES*

Contractor further represents and warrants that:

(1) It is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Arizona and is properly registered to do business in the State of North Carolina;

(2) It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

(3) The execution, delivery and performance of this Contract have been duly authorized by Contractor; and

(4) In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses.

**ARTICLE 3  
SCHEDULE**

3.1. A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed Contract, insurance certificates and any other documentation required by this Contract.

3.2. Within fifteen (15) working days of receipt of the Notice to Proceed, the Contractor shall proceed with the statistical analysis validating violation rates at a minimum of twenty (20) possible sites. The findings of such validations shall be presented to the City within thirty (30) days subsequent to commencement.

3.3. Upon agreement by the City and Contractor of locations for photo enforcement, the Contractor shall proceed with construction. The warning period shall commence within thirty (30) calendar days of site construction completion. All Cameras will issue warning notices, pursuant to section 1.6 of this Contract. Contractor shall not be held responsible for delays associated with weather or permitting.

3.4. The remainder of installations will be completed in accordance with a mutually agreed schedule.

#### ARTICLE 4 TERM OF CONTRACT

The initial term of this Contract is for five (5) years commencing with the first issued and payable notice of violation pursuant to Article 3. No changes in the Contract terms shall be effective unless agreed to and accepted in writing, by the City and the Contractor. The City Manager or his/her designee shall be authorized on behalf of the City to amend the Contract.

#### ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

Upon request, all documents, reports and computations prepared or obtained under the terms of this Contract, excluding any previously developed proprietary software, shall be delivered to and become the property of the City without restriction or limitation on their use in conjunction with the project. The City accepts responsibility for any changes made to these documents after final submittal by the Contractor. The City agrees not to release proprietary information and data, subject to required public laws.

#### ARTICLE 6 CONTRACT EXTENSIONS

Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved. Such extensions shall be made in writing.

#### ARTICLE 7 TERMINATION

7.1. WITHOUT CAUSE - This Contract may be terminated without cause by the City upon sixty (60) days written notice. In the event of termination, the Contractor shall immediately terminate work, but shall bring to a reasonable state, not to exceed thirty (30) days, the completion of those items whose value would be otherwise lost and shall turn over to the City all data, charts, reports, notes, figures, drawings and other records or information collected or secured herein, whether partial or complete. Upon such termination, the Contractor will be paid the greater of either: (A) (i) the compensation provided in Article 12 of this Contract for all civil penalties collected as of the termination date; and (ii) sixty percent (60%) of the amount Contractor would receive pursuant to Section 12.1 of all outstanding civil penalties for violations of Article X of Chapter 2 of Title 10 of the Greenville City Code that occurred within the 365-day period immediately preceding the date that notice of termination is given were paid

immediately without additional collection efforts (i.e., addition of late payment civil penalty to citations not yet 21 days old, referral of civil penalty accounts to collection agency, or filing of civil action to recover civil penalties), or (B) an amount equal to the direct cost of equipment, installation, and construction solely associated with the installation of the Camera systems which have been installed prior to the date of the notice of termination, amortized for each Camera system on a straight line basis over the number of complete months between the date of issuance of the first payable notice of violation for the Camera system and the last date of the term of this Contract as defined in Article 4 of this Contract and reduced for each Camera system by the salvage or reuse value of any equipment installed as a component of the Camera system. The amortization schedule for said costs for each Camera system shall be a reduction by  $1/(\text{number of complete months between the date of issuance of the first payable notice of violation for the Camera system and the last date of the term of this Contract as defined in Article 4 of this Contract})$  for each complete month after the date of issuance of the first payable notice of violation for the Camera system. As an example, if there are 50 complete months between the date of issuance of the first payable notice of violation for the Camera system and the last date of the term of this Contract as defined in Article 4 of this Contract, the amortization schedule for said costs shall be reduced by  $1/50^{\text{th}}$  for each complete month after the date of issuance of the first payable notice of violation for the Camera system. The Contractor shall provide an itemization to the City, with supporting invoices and documentation, of the direct cost of equipment, installation, and construction solely associated with the installation of each Camera system within thirty (30) days of the termination of the Contract without cause if Contractor seeks recovery of its costs under subsection (B), and if said supporting invoices and documentation are not provided then Contractor's sole recovery of costs shall be under subsection (A).

7.2. FOR CAUSE - The City may terminate this Contract immediately without the penalty defined in section 7.1 upon written notice to the Contractor if:

A) The Contractor violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, including failure to deliver any services within seven (7) calendar days after the time required for delivery in the delivery schedule agreed upon by the parties, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the Contractor cures such default within twenty (20) calendar days of receipt of written notice of default from the City.

B) The Contractor ceases to do business as a going concern, except in the case of an assignment as contemplated in Article 16.11 of this Contract, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a re-organization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the Contractor's assets or properties.

C) The Contractor fails to obtain or maintain the insurance policies and endorsements as required by this Contract; or fails to provide the proof of insurance as required by this Contract.

D) Subject to the provisions of Articles 16.2 (Force Majeure) and 16.3 (City and Contractor Not Liable for Delays), the Contractor fails to meet the schedule set forth in Article 3 of this Contract. Upon termination under this provision, the Contractor will not be reimbursed for expenses incurred prior to the termination, but is entitled to payment for citations issued under the terms of the program for which payment is collected within 365 days of the date of termination.

E) The City is prohibited from using a traffic control photographic system for the civil enforcement of North Carolina General Statute 20-176 in the manner allowed by Session Law 2016-64 as a result of either the North Carolina General Assembly enacting a law, a court ruling in an action in which the City is a party, or an appellate court decision. In the event a termination occurs as a result of a reason cited in this subsection E, upon such termination, the Contractor will be paid the compensation provided in Article 12 of this Contract for all civil penalties collected as of the termination date and, one year later, the compensation provided in Article 12 of this Contract for all civil penalties collected within 365 days of the date of termination for citations issued prior to the termination date.

F) The Pitt County School Board takes action to terminate the Interlocal Agreement between the Board and the City relating to a red-light camera program. Notice of such action by the School Board shall operate as notice consistent with section 7.6 hereof. In the event a termination occurs as a result of the Pitt County School Board terminating the Interlocal Agreement, upon such termination, the Contractor will be paid the compensation provided in Article 12 of this Contract for all civil penalties collected as of the termination date and, one year later, the compensation provided in Article 12 of this Contract for all civil penalties collected within 365 days of the date of termination for citations issued prior to the termination date.

7.3. FAILURE TO PERFORM OBLIGATIONS - Subject to the provision of Section 7.2A, if the Contractor fails to provide services, as described in this Contract on any day (or days) for which this Contract calls for such services to be provided, the Contractor will be in default and the City may take any of the following actions:

A) Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and the Contractor is again able to carry out operations under this Contract; and/or

B) Deduct reasonable operating expenses incurred by the City from any money then due or to become due the Contractor.

7.4. NON-APPROPRIATION OF FUNDS – Any monies due the Contractor by the City for services awarded under this Contract are subject to an appropriation of funds by the City Council. In the event a sufficient appropriation of funds is not made available to the City for payment of these services, this Contract shall terminate immediately without further obligation of the City. The City covenants that it will take all steps necessary to seek appropriations and will not use this Article 7.4 to substitute one Contractor for another.



7.5. CANCELLATION OF ORDERS AND SUBCONTRACTS – In the event this Contract is terminated by the City for any reason prior to the end of the term, the Contractor shall, upon the effective date of termination (unless the City’s Notice of Termination directs otherwise), immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and any subcontracts which are chargeable to the Contract. As soon as practicable after receipt of Notice of Termination, the Contractor shall submit a statement to the City, showing in detail all products delivered and all services performed under the Contract to the date of termination.

7.6. AUTHORITY TO TERMINATE – The City Manager, and his/her designee is the authorized agent of the City to terminate this Contract on behalf of the City, in accordance with Article 7. Any termination of this Contract shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the City nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports for services for which such reports have not already been provided, which reports shall be filed within sixty (60) days of termination. In addition, the Contractor shall not be relieved from any claim for reasonable direct damages previously accrued or then accruing against the Contractor.

7.7. Upon any termination under Article 7, the Contractor shall be required to remove the equipment. The Contractor shall remove all equipment within 90 days after the termination date, unless otherwise agreed to by the parties. If the City and Contractor agree to continue to process violations in the pipeline after the termination date, the Contractor shall continue to process violations for up to a period of ninety (90) days, and the Contractor shall be entitled to its monthly fee as if the Contract was not terminated, however the Contractor may take any steps necessary during this ninety (90) day period to reduce its costs regarding walk-in and online payments. Upon final termination of the Contract and after the ninety (90) day post-termination period has expired, Contractor shall provide all closed and open violation data to the City and the Contractor shall no longer retain any data pertaining to the City’s program.

ARTICLE 8  
THE CITY’S RESPONSIBILITIES

The City Manager will designate in writing a Project Manager who will coordinate all communication between the Contractor and all other parties and who is authorized to act on behalf of the City.

ARTICLE 9  
(UNUSED)

ARTICLE 10  
TAXES

The Contractor shall pay all applicable Federal, State and Local taxes, which may be chargeable, however, Contractor shall not be required to pay any City tax implemented after the execution date of this Contract not reasonably anticipated in the ordinary course of Contractor’s business.

ARTICLE 11  
DRUG-FREE WORKPLACE REQUIREMENT

DRUG-FREE WORKPLACE - The City of Greenville is a drug-free workplace employer. The Contractor shall provide a drug-free workplace during the performance of this Contract. This requirement is met by:

A) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;

B) Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations.

C) Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in A) above, and (ii) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.

D) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;

E) Making a good faith effort to continue to maintain a drug-free workplace for employees; and

F) Requiring any party to which it subcontracts any portion of the work under the Contract to comply with the provisions of A)-F).

Failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be grounds for suspension, termination or debarment.

*[Remainder of Page Intentionally Blank]*

ARTICLE 12  
COMPENSATION

12.1. The following compensation shall be paid to the Contractor:

PART	DESCRIPTION	COST
1	This fee will cover the services set out in Article 2 – Scope of Services. For civil penalties assessed for violations of Section 10-2-283 of the Greenville City Code, the amount the City will pay the Contractor each month for each of the civil penalties that are deposited in a designated City bank account in the preceding month. Includes Red-Light Safety Camera (one camera/rear imaging) equipment for a four-lane approach with up to two signal phases, installation, maintenance, violation processing services, DMV records access, notice processing (first class mailing of 1st notice in color with return envelope), first class mailing of 2nd notice, epayment with up to 5% convenience fee charged to violator, call center support for general program questions, court and legislative support, access to SafetyCameraLaw.com and public awareness program support.	\$31.85 per paid violation
2	For civil penalties assessed pursuant to Section 10-2-284 of the Greenville City Code for failure to timely pay the initial penalty, the Contractor shall provide skip-tracing services and send a pre-collections letter to the violator and City will pay the Contractor for each penalty deposited in a designated City account.	10% of the recovered revenue in addition to the fee in Part 1 above.
3	This Part 3 shall be used to compensate Contractor for full collection services, as provided by law, which may include the subcontracting to a collection agency or law firm specializing in collections. If the City requests the Contractor to file a civil action to recover delinquent unpaid citations, the parties will negotiate the scope of work and associated fees for this action in an addendum to this Contract.	30% of the recovered revenue in addition to the fee in Part 1 above.
4	Optional Additional Services	
4.a	Subsequent notices – Any additional notices or documents sent by First Class Mail required by the City or required by law.	\$2 per notice, plus \$2 per page after first page.
4.b	Certified Mail - Any additional notices or documents sent by Certified Mail required by the City or required by law.	\$2 per notice, plus \$2 per page after first page, plus USPS per unit cost for certified mail

12.2. Contractor will invoice the City in accordance with the provisions established in Parts (1), (2) and (3) of Article 12.1 above.

A) Civil penalty fee schedules for violations of Section 10-2-283 of the Greenville City Code are based upon the notice volumes stated within Article 12.1, Part 1 of this Contract.

B) In accordance with Article 12.1, Part (2), Contractor will bill additional fees to the City for those penalties collected after assessment of the late penalty pursuant to Section 10-2-284 of the Greenville City Code. The fee under Parts (2) and (3) (based upon the collections services provided and volume of penalties collected) will be added to the fee under Part (1) as described above.

C) For information purposes only and not as a charge, the invoice shall separately state, for the period covered by the invoice, the following:

- 1) The cost of materials and postage directly related to the printing and mailing of the first and second notices sent to the owner and, if necessary, the driver of a vehicle relating to citations.
- 2) The cost of computer services directly related to the production and mailing of the notices, which including the costs in subsection 1) immediately above amount to a total cost of \$2.00 per notice, which is subject to change and any such change will be noted on the invoice.

12.3. Prior to the start of the program, and by January 15 of each year thereafter, the Contractor shall submit reports, or provide City access to reports, that allows for an estimate of total payments to be invoiced and revenue for the following fiscal year, beginning July 1, or as may be consistent with City budget practices.

12.4. Payment of the fees provided for under this Contract will be made to the Contractor on a monthly basis upon submission of an invoice by the fifteenth of each month stating the amount due and accompanied by proper supporting documentation. Proper supporting documentation is to include the number and dollar amount of citations collected the late fees and any civil action. In the event that the Contractor is to be paid on a time and material basis for any work performed under this Contract, proper supporting documentation will include the date the service was performed and the hours spent performing the service. A correct payment request is defined as an invoice that indicates only those items that have been satisfactorily completed and accepted by the City. Payment of the fee will be mailed to the Contractor no later than thirty (30) days after receipt of the invoice.

12.5. INVOICING - Original invoices shall be sent to:

City of Greenville  
Greenville Police Department- Traffic Safety Unit  
P.O. Box 7207  
Greenville, NC 27835  
Attention: Chief of Police

ARTICLE 13  
CONTRACT CORRESPONDENCE

All notices, demands, consents or reports provided for in this Contract shall be in writing and shall be given to the City or the Contractor at the address set forth below or at such other addresses as each may specify hereafter in writing:

**City of Greenville**  
P.O. Box 7207  
Greenville, NC 27835  
Attention: City Manager

**American Traffic Solutions, Inc.**  
1150 N. Alma School Rd.  
Mesa, Arizona 85201  
Attention: Legal Department- Contract Division

Any such notice, demand, consent or report, shall be deemed to have been rendered or given on the date when it is received by the addressee or when it shall have been delivered by hand.

ARTICLE 14  
PERSONNEL (*UNUSED*)

ARTICLE 15  
INDEMNIFICATION AND INSURANCE

15.1 INDEMNIFICATION BY CONTRACTOR - Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any physical injury, or alleged physical injury (including death) to any person, or damage, or alleged damage, to property of the City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his/her subcontractors, agents, and employees, in the performance of the work/service set forth under this Contract, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged physical injury or property damage, and to pay all damages, costs and expenses in connection therewith or resulting therefrom. Contractor agrees to purchase and maintain during the life of this Contract contractual liability insurance in the amount required in the general liability requirements and to furnish proper evidence thereof.

15.2 INSURANCE - Contractor shall not commence any work in connection with this Contract until it has obtained all of the following types of insurance and such insurance has been approved by the City. Nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved. All insurance policies shall be with insurers qualified and licensed to do business in North Carolina as recognized by the Secretary of State and the Insurance Commissioner's Office.

The Contractor will purchase and maintain during the life of this Contract, with an insurance company rated not less than A- by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the City.

**AUTOMOBILE LIABILITY** – Contractor shall take out and maintain during the life of this Contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, leased, hired or borrowed automobiles.

**COMMERCIAL GENERAL LIABILITY** - The Contractor shall take out and maintain during the life of this Contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** – The Contractor shall take out and maintain during the life of this Contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this Contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.

**UMBRELLA LIABILITY** - The Contractor shall take out and maintain during the life of this Contract additional umbrella liability insurance with minimum limits of \$1,000,000 per occurrence; \$2,000,000 aggregate.

#### 15.4 OTHER PROVISIONS:

(A) Any deductible or self-insured retention must be declared to and approved by the City.

(B) The policies are to contain, or be endorsed to contain, the following provisions:

(i) **Commercial General Liability Coverage** – The City of Greenville, its officials, employees and volunteers shall be named as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers. Certificates of required insurance shall accompany all Contract documents. The City shall in no way be liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

(ii) The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(C) All Coverages – The Contractor shall not suspend, void, cancel or reduce coverage or limits of any insurance policy required by this Contract, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been made pursuant to Article 13 of this Contract. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(D) Subcontractors – Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(E) No Waiver of Immunity – Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that the City is named as an additional insured, shall constitute waiver of the City's governmental immunity pursuant to NCGS 160A-485 in any respects, under North Carolina law.

## ARTICLE 16 GENERAL PROVISIONS

16.1. INDEPENDENT CONTRACTOR STATUS - The Contractor and the City agree that the Contractor is an independent contractor and not an employee or agent of the City, except for the limited purpose as described in section 2.3 of this Contract. Nothing herein shall be construed as creating a partnership, agency, joint venture or other similar relationship between the City and Contractor.

The Contractor agrees that it will not represent to anyone that its relationship with the City is other than that of an independent contractor. The Contractor shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents and subcontractors.

16.2. FORCE MAJEURE - The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to the Contract and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, Acts of Government, strikes, riots, civil disorders, rebellions or revolutions or any other cause beyond the reasonable control of the Contractor.

Upon the occurrence of a Force Majeure Event, the Contractor shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Contractor from performing its obligations for the entire program for more than twenty consecutive (20) days, the City shall have the right to terminate the Contract by written notice to the Contractor.

If the Force Majeure Event preventing the Contractor or the City from performing obligations under this Contract is a change in state or federal law or judicial interpretation thereof, the City may terminate the Contract without payment for early termination as described in section 7.1 after the exhaustion of reasonable legal action taken by either the City or the Contractor to defend against a legal challenge to the operation of the Program that prevented performance under this Contract. The City shall have no obligation to pay the Contractor a fee for any period when it is unlawful to issue citations. The term of the Contract shall be suspended during any period in which the City is not obligated to pay the Contractor and such time period shall be added to the term of the Contract once it becomes lawful for the Contractor to issue citations.

16.3. CITY AND CONTRACTOR NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City or Contractor be liable for or responsible for or responsible to each other, any subcontractor or to any other person for or on account of any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City or Contractor has no control. The Term of the Contract shall be suspended during such period as performance is prevented by injunction or similar legal action.

16.4. AMENDMENTS TO THE CONTRACT - Any changes to this Contract must be mutually agreed upon by the parties and must be incorporated by written amendments to this Contract. The City Manager or his/her designee shall have the authority to amend the Contract on behalf of the City.

16.5. WAIVER - A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

16.6. LAW TO GOVERN - The parties acknowledge that the Contract is made and entered into in Greenville, North Carolina, and will be performed in Greenville, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under the Contract; and that North Carolina law shall govern the interpretation and enforcement of the Contract and any other matters relating to the Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to the Contract shall be brought in a state or federal court sitting in Pitt County, North Carolina. By execution of the Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Pitt County, North Carolina.



16.7. ENTIRETY OF CONTRACT - This Contract and Contractor's written proposals that are incorporated by reference, comprise the entire agreement between the City and the Contractor. In the Event of a conflict, the terms of this Contract control over the Proposal.

16.8. SEVERABILITY - The invalidity of one or more of the phrases, sentences, clauses or sections contained in the Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated.

16.9. NO JURY TRIAL - The City and Contractor waive and will waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way connected with or related to the Contract or the relationship of the City and the Contractor under the Contract.

16.10. APPROVALS - Notwithstanding anything herein which may be to the contrary, all approvals or consents required or permitted pursuant to the Contract shall be in writing in order to be considered valid and effective.

16.11. ASSIGNMENT - The Contractor may not assign this Contract or any of its rights, duties or obligations hereunder, or subcontract any of the services to be performed hereunder, without the prior written consent of the City. In the event of an assignment, the assignee shall assume all liabilities and responsibilities specified herein.

16.12. The Contractor shall notify the City within ten (10) days of the occurrence of a change in Control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Contractor or (ii) the power to direct or cause the direction of the management and policies of the Contractor whether through the ownership of voting securities, by contract or otherwise.

16.13. SUCCESSORS AND ASSIGNS - This Contract shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorize the assignment or other transfer of this Contract which may only be accomplished as expressly provided in this Contract.

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

16.15. E-VERIFY COMPLIANCE - The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

## ARTICLE 17 CONTRACTOR CERTIFICATION

By signing this Contract, the Contractor certifies:

17.1. Neither he/she, nor any official, agent or employee of the Contractor, has entered into any agreement, participated in any collusion, or otherwise taken any action, which is in restraint of free competitive contracting in connection with this Contract.

17.2. He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or veteran status.

17.3. The City of Greenville has an equal opportunity purchasing policy. The City of Greenville seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City affirmatively works to encourage utilization of minority business enterprise in our procurement activities. The City provides equal opportunity for all businesses and does not discriminate against any vendors regardless of race, color, religion, age, sex, national origin or disability.

## ARTICLE 18 HUMAN RESOURCES PROVISIONS

### 18.1. PERSONNEL ADMINISTRATION

#### A) Character and Conduct of Employees

1) The Contractor's employees who normally and regularly come into direct contact with the public shall be clearly identifiable by, but not limited to, individual uniforms with name badges, nametags or identification cards.

2) The Contractor shall assure that its employees serve the public in a courteous, helpful and impartial manner. All employees of the Contractor in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Contractor.

3) In the event a report is received alleging an employee(s) of the Contractor was discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, the Contractor shall submit a written report to the Project Manager, outlining the complete details of the incident. Said report shall include the nature of the incident, time, date and location and name, address and telephone number of the person alleging the violation. The report shall also include the name and title of the employee and what resolution or disciplinary action, if any, was taken. The report shall also include the action taken to re-contact the complaining party. The Contractor shall keep on file such reports for the duration of the project and make them available upon request by the Project Manager.

#### B) Nondiscrimination

1) The Contractor agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin or

disability.

2) The Contractor agrees that on written request, it will provide the City with a copy of its EEO Policy.

3) The Contractor agrees that it will inform the City of any final court judgments which find Contractor liable of violating employment practices in connection with the Greenville Traffic Signal Red Light Violation Program.

18.2. AUDIT AND INSPECTION - The Contractor agrees to an annual audit of project financial information by an independent auditor mutually acceptable to the City and the Contractor, upon request by the City. The firm is to be hired by the Contractor and expense of the audit is to be paid by the Contractor for up to fifteen (15) hours of audit work. The parties agree the scope of the annual audit shall be to account for any and all citations issued and fine revenue paid on said citations to ensure City was invoiced properly by Contractor. In addition, the Contractor must agree to periodic and random inspections of City only related project records and equipment by duly authorized City staff.

18.3. LOCAL AND SDBE PARTICIPATION - The Contractor agrees to make a good faith effort to give local and/or small disadvantaged business enterprise firms an opportunity to provide a bid on any subcontracting opportunity which may exist in the performance of the services under this Contract.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

CITY:

(CITY SEAL)



CITY OF GREENVILLE

By: [Signature]  
Print Name: Allen M. Thomas  
Title: Mayor

ATTEST: [Signature]  
(City Clerk) Carol L. Barwick, City Clerk

CONTRACTOR:

AMERICAN TRAFFIC SOLUTIONS, INC.  
By: [Signature]  
Print Name: David Roberts  
Title: President & COO

ATTEST: [Signature]  
(Name and Title) Matthew Alexander  
Executive Assistant

APPROVED AS TO FORM:

BY: [Signature]  
David A. Holec, City Attorney

**PRE-AUDIT CERTIFICATION:**

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

[Signature]  
Bernita W. Demery, Director of Financial Services

Date 3/22/2017

Account Number 010-02-45-44-000-000-521500

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

[Signature Page to AGREEMENT FOR MANAGEMENT OF THE PHOTO CITATION PROGRAM BETWEEN THE CITY OF GREENVILLE AND AMERICAN TRAFFIC SOLUTIONS]

**FIRST AMENDMENT TO AGREEMENT**  
**FOR MANAGEMENT OF THE PHOTO CITATION PROGRAM BETWEEN**  
**THE CITY OF GREENVILLE AND AMERICAN TRAFFIC SOLUTIONS, INC.**

This First Amendment ("Amendment") is dated effective this \_\_\_ day of May 2022 (the "Effective Date") and is entered into between American Traffic Solutions, Inc., doing business as Verra Mobility ("Contractor") and the City of Greenville, ("City"), a North Carolina municipal corporation, (with Verra Mobility and City each individually a "Party" and collectively the "Parties").

WHEREAS, on March 28, 2017 City and Contractor entered into an Agreement for Management of the Photo Citation Program (the "Original Agreement"); and

WHEREAS, Article 4 and subsection 16.4 of Article 16 of the Original Agreement authorizes the City Manager or his/her designee to amend the terms and conditions of the Agreement; and

WHEREAS, on March 15, 2022 the North Carolina Court of Appeals issued an opinion in *Farrington et al. v. City of Greenville et al.* (No. COA20-877) holding, among other things, that the clear proceeds from the red light camera civil penalties must go to the Pitt County School Board (the "Farrington Opinion" or "Farrington"); and

WHEREAS, the Parties desire to amend the term and fee structure of the Original Agreement to allow for the City to continue to benefit from the safety aspects of the red light camera program, and bring its Original Agreement into compliance with the Farrington opinion while the City's notice of appeal and petition is pending; and

WHEREAS, Contractor represents it is charging the City for collections not to exceed ten percent (10%) of the amount collected, which is a cost to the City of \$10.00 per civil penalty.

NOW THEREFORE, City and Contractor hereby agree to amend the Original Agreement as set forth below:

**TERMS AND CONDITIONS**

1. During the pendency of the appeal of the Farrington Opinion, Contractor agrees to only bill the City for its collections services.

2. Contractor agrees to reduce its service fee in Part 1 of Section 12.1 of the Agreement, effective April 1, 2022, such that the cost to the City for the Contractor's collections services provided pursuant to section 2.4 of the Agreement shall be \$10.00 per paid violation. The Contractor shall not provide the services in Part 2 and 3 of Section 12.1 of the Agreement. The services provided for the collection of the civil penalty shall include violation processing service, the printing and mailing of notices, payment processing enablement services, including maintaining payment portals for making payments of the civil penalty and a customer call center for making inquiries regarding the payment of the civil penalty.
3. Contractor represents it is charging the City for collections not to exceed ten percent (10%) of the amount collected, which is a cost to the City of \$10.00 per civil penalty.
4. The Contractor is not obligated to maintain, repair or replace any Camera system installed in the City.
5. In addition to the conditions for termination set forth in Article 7 of the Agreement, the Agreement shall terminate upon the first to occur (i) upon written notice to the City by the Contractor, without cause, with no cost to either Party, or (ii) if the City is unsuccessful in its appeal of the Ferrington Opinion, by either Party within thirty (30) days of the final disposition of the appeal of the Ferrington Opinion, or (iii) the Agreement terminates as of the current termination date.

"Unsuccessful in its appeal" includes the North Carolina Supreme Court ("Court") not granting the City's pending petition for discretionary review in Ferrington; or Court hearing the notice of appeal and not ruling in the City's favor (for example, not reversing the holding in Ferrington that City violated the Fines and Forfeiture clause of the North Carolina Constitution).

6. For the avoidance of doubt, the Parties agree that the current termination date of the Agreement is November 15, 2022, and upon this date the Agreement will end with no cost to either Party.
7. Upon termination of the Agreement, the Parties will negotiate in good faith an orderly wind down of the City's red light camera program, which will be documented in a wind down agreement.
8. In the event that the City is successful in its appeal of the Ferrington Opinion, then the City and Contractor may enter negotiations regarding an extension to the Agreement.

“Successful in its appeal” means the North Carolina Supreme Court reverses the Fearington opinion and concludes that City did not violate the Fines and Forfeiture clause of the North Carolina Constitution.

9. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the Parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

10. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each Party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that Party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

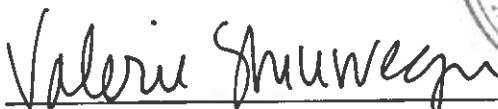
City of Greenville

By:

  
P.J. Connelly, Mayor



Attest:  
(SEAL)

  
Valerie Shiuwegar, City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF PITT

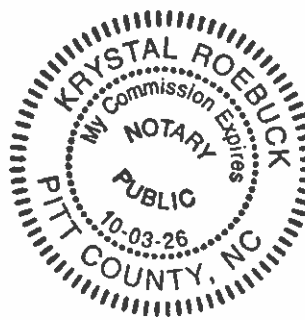
I, Krystal Roebuck, a Notary Public of said County and State, certify that Valerie Shiuwegar, City Clerk, personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal

corporation, and that by authority duly given and as the act of the City of Greenville, the foregoing instrument was signed in its name by its Mayor, sealed with the City Seal, and attested by herself as City Clerk.

Witness my hand and seal this the 23rd day of June, 2022.

Krystal Roebuck  
Notary Public

My commission expires: 10-03-26





American Traffic Solutions, Inc.

By: *Kristen Young*  
**Kristen Young**  
**Deputy General Counsel**

STATE OF Arizona  
COUNTY OF Maricopa  
ACKNOWLEDGMENT BY CORPORATION

I, Stacy M Tussey, a Notary Public in and for the aforesaid County and State, do hereby certify that Kristen Young, Deputy General Counsel, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and seal this the 9<sup>TH</sup> day of June, 2022.



*Stacy M Tussey*  
Notary Public


My commission expires: 11/3/2025

**APPROVED AS TO FORM:**

BY:   
Emanuel D. McGirt, City Attorney

**PRE-AUDIT CERTIFICATION:**

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

BY:   
Byron Hayes, Director of Financial Services



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

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**Title of Item:** Notice of Termination of Interlocal Agreement with Pitt County Board of Education related to the Red Light Camera Program

**Explanation:** The City and American Traffic Solutions, Inc. now doing business as Verra Mobility ("ATS") entered into an Agreement on or about March 28, 2017, which provides ATS is responsible for the management of the City's Traffic Signal Red Light Violation Program ("Program"). The purpose of the Program is to improve traffic safety. The Agreement expires on November 15, 2022 and City does not plan to extend the Agreement.

In a related Agreement and pursuant to North Carolina law, the City and Pitt County Board of Education ("Board") entered into an Interlocal Agreement on March 20, 2017 whereby the City paid proceeds from its program to the Board and the Agreement included provisions regarding cost sharing and reimbursement. The City in light of the North Carolina Court of Appeals decision *Farrington et al. v. City of Greenville et al.* (March 15, 2022)) amended its contract on or about June 14, 2022 with the Board to comply with the decision, and filed notice of appeal.

The Interlocal Agreement provides that the duration of the Agreement is for the term set forth in the Service Contract. The Service Contract references contract between City and ATS. The City is of the view that the Interlocal Agreement also expires on November 15, 2022.

City staff recommends that the City notify Board that the Interlocal Agreement is terminated, or in the alternative that City is providing notice that it terminates the Agreement. The Interlocal Agreement provides that "either party may terminate" the Agreement by providing written notice.

**Fiscal Note:** None

**Recommendation:** Authorize the City Manager to provide written notice to the Pitt County Board of Education (attention: Chair and Superintendent) that City terminates the Interlocal Agreement pursuant to terms in the Agreement.

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## ATTACHMENTS

[📄 Pitt County Bd. of Education signed K Temporary #2 Amendment to Interlocal Agreement](#)

**June 2022.pdf**

**📄 Red Light Camera - City and Pitt County School Agreement.pdf**

**NORTH CAROLINA  
PITT COUNTY**

**TEMPORARY AMENDMENT TO  
INTERLOCAL AGREEMENT**

This TEMPORARY AMENDMENT TO INTERLOCAL AGREEMENT (hereinafter "TEMPORARY AMENDMENT") is entered into on the \_\_\_ day of June, 2022, between the City of Greenville (hereinafter "CITY"), a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina, and The Pitt County Board of Education (hereinafter "BOARD"), a North Carolina body politic, organized and existing under the laws of the State of North Carolina (Collectively, the CITY and the BOARD are the "Parties").

**W I T N E S S E T H:**

WHEREAS, the Parties have executed that certain INTERLOCAL AGREEMENT dated March 20, 2017 which pertains to the distribution of funds under a Red Light Camera Program operated by the City; and

WHEREAS, the Parties have had to defend an extensive number of lawsuits filed over the Red Light Camera Program; and

WHEREAS, the Parties have prevailed in the litigation but on March 15, 2022 the North Carolina Court of Appeals (hereinafter "Court") issued an opinion in *Ferrington et al. v. City of Greenville et al.* (No. COA20-877) holding, among other things, that the clear proceeds from the red light camera civil penalties must go to the Board (hereinafter "Ferrington Opinion"); and

WHEREAS, the Court concluded that the City's invoices to the Board for the salary and benefits of a law enforcement officer to oversee the Red Light Camera Program constituted enforcement costs and could not be deducted from the clear proceeds owed to the Board; and

WHEREAS, given the uncertainty of litigation, the Parties wish to comply with the Ferrington Opinion while an appeal of the Ferrington Opinion is pending before the Supreme Court of North Carolina; and

WHEREAS, in the INTERLOCAL AGREEMENT, the Parties agreed to negotiate and execute additional written amendments to address matters as determined necessary by the Parties; and

WHEREAS, the Parties wish to temporarily amend the INTERLOCAL AGREEMENT to comply with the Ferrington Opinion; and

WHEREAS, this TEMPORARY AMENDMENT to the INTERLOCAL AGREEMENT should not be in any way construed to suggest that the Parties concede in any way that the Court was correct in deciding that the Board could not pay enforcement costs to the City.

NOW THEREFORE, in consideration of the mutual benefits, covenants, and promises contained herein, the City and Board agree to the following:

1. Section 4(b) of the INTERLOCAL AGREEMENT which provides that the City will invoice the Board a monthly amount of \$6,250 to pay salary and benefits of sworn law enforcement officer to

serve as the manager of the Red Light Camera Program is suspended during the pendency of the appeal of the Ferrington Opinion.

2. Section 4(a) of the INTERLOCAL AGREEMENT is temporarily replaced with the following:

(a) Except as set forth in subsection (c) below, the CITY will invoice the BOARD monthly the actual cost of collection pursuant to its agreement with CITY's service contractor (\$10.00 per paid violation). The CITY shall provide the BOARD a copy of the monthly invoices submitted by the Contractor for accounting purposes. The BOARD shall remit payment to the CITY within 30 days of receipt of invoice from the CITY in accordance with payment procedures detailed in Attachment A (Payment Procedures). The CITY's financial institution, account number, and point of contact may be revised by the CITY with reasonable written notice to the BOARD.

3. Should the Parties prevail in the appeal of the Ferrington Opinion, the Parties agree that this TEMPORARY AMENDMENT will expire without further action.

4. The remaining parts of the INTERLOCAL AGREEMENT will remain in effect.

IN WITNESS WHEREOF, this TEMPORARY AMENDMENT has been executed by duly authorized representatives of the Parties hereto, in duplicate originals, all of which constitute only one original, as of the date first above written.

THE PITT COUNTY BOARD OF CITY OF GREENVILLE  
EDUCATION

James E. Tripp, Jr.  
James Tripp  
Board Chair

ATTEST:

Ethan Lenker  
Ethan Lenker  
Superintendent and Clerk to the Board

P.J. Connelly  
P.J. Connelly  
Mayor

ATTEST:

Valerie G. ...  
Valerie G. ...  
City Clerk



**PRE-AUDIT CERTIFICATION:**

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

  
\_\_\_\_\_  
Debra Baggett  
Chief Financial Officer, Pitt County Schools

6/7/22  
Date

**PRE-AUDIT CERTIFICATION:**

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

  
\_\_\_\_\_  
Byron Hayes, Director of Financial Services

6/14/22  
Date

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

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

**APPROVED AS TO FORM:**

BY:   
Emanuel D. McGirt, City Attorney

**PRE-AUDIT CERTIFICATION:**

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

\_\_\_\_\_  
Byron Hayes, Director of Financial Services

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

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

Date \_\_\_\_\_



NORTH CAROLINA  
PITT COUNTY

INTERLOCAL  
AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into on the 20<sup>th</sup> day of March, 2017, by and between the CITY OF GREENVILLE (hereinafter "CITY"), a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina, and the PITT COUNTY BOARD OF EDUCATION (hereinafter "BOARD"), a North Carolina body politic, organized and existing under the laws of the State of North Carolina; (Collectively, the CITY and the BOARD are the "Parties");

WITNESSETH:

WHEREAS, the General Assembly of North Carolina has enacted Session Law 2016-64 (the "Act") concerning the law governing Red Light Cameras in the City of Greenville;

WHEREAS, the operation of a Red Light Camera program is expected to result in a significant decrease in traffic collisions and resulting injury and property loss;

WHEREAS, the Parties find and determine that improved traffic safety is beneficial to both organizations and the community that they each serve;

WHEREAS, the Red Light Camera program is expected to make new revenue available to the Pitt County School system to support operations at the discretion of the BOARD;

WHEREAS, the Parties find and determine that making new resources available for school operations is in the best interests of their respective constituents and that program costs should be covered by program revenues;

WHEREAS, interlocal cooperation between units of local government is specifically authorized by Article 20 of the North Carolina General Statutes, and

WHEREAS, Section 4 of Session Law 2016-64 authorizes the City of Greenville and the Pitt County Board of Education to enter into an interlocal agreement to effectuate the purpose of the Act and to include provisions on cost-sharing and reimbursement procedures to support a Red Light Camera program.

NOW, THEREFORE, pursuant to North Carolina General Statutes § 160A-300.1, as amended, Session Law 2016-64, and Article 20 of the North Carolina General Statutes, and in consideration of the respective rights, powers, duties, and obligations hereinafter set forth, the CITY and the BOARD mutually agree as follows:

1. PURPOSE:

- (a) The CITY and BOARD have a mutual interest in the operation of a Red Light Camera program for the safety of the citizenry and providing additional funding for the benefit of the public schools. The CITY and BOARD desire to enter into this Interlocal Agreement in order to set forth the relationship of the Parties while also complying with North Carolina law.
- (b) In accordance with the provisions of S.L. 2016-64, the CITY and BOARD may enter into an interlocal agreement necessary and proper to effectuate the purpose

and intent of G.S.160A-300.1 including provisions on cost-sharing and reimbursement.

## 2. RED LIGHT CAMERA PROGRAM:

- (a) The CITY will operate a Red Light Camera program consisting of the utilization of automated camera, video, and radar equipment installed at intersections throughout the CITY to detect traffic signal violators.
- (b) As authorized by N.C.G.S. §160A-300.1(c)(4a), the CITY will contract for the installation, maintenance, and operation of the red light camera systems with a contractor (Contractor). The contract for services with the Contractor (Service Contract) will also include operation of the Red Light Camera program consisting of issuing all citations and collecting all fines. The CITY will administer the Service Contract utilizing CITY personnel.
- (c) The CITY will also be responsible for administering all appeals of citations, validating the Contractor's performance, responding to all inquiries from the public, and providing public information and education regarding the Red Light Camera program.

## 3. DISTRIBUTION OF CLEAR PROCEEDS:

- (a) The CITY shall pay to the BOARD the clear proceeds of the revenue collected by the Contractor and paid over to the CITY. These funds will be transferred at least monthly in accordance with procedures established by the Parties and detailed in Attachment A (Payment Procedures). The BOARD's financial institution, account number, and point of contact may be revised by the BOARD upon reasonable written notice to the CITY.
- (b) For the purposes of determining the clear proceeds derived from the citations, the following expenses, not to exceed ten percent (10%) of revenue collected by the Contractor and paid over to the CITY, are authorized to be deducted from said revenue:
  - 1) The cost of materials and postage directly related to the printing and mailing of the first and second notices sent to the owner and, if necessary, the driver of the vehicle.
  - 2) The cost of computer services directly related to the production and mailing of the notices.

## 4. FINANCIAL SUPPORT FOR THE PROGRAM:

- (a) Except as set forth in subsection (c) below, the CITY will invoice the BOARD monthly the actual cost of the Service Contract. The CITY shall provide the BOARD a copy of the monthly invoices submitted by the Contractor for accounting purposes. The BOARD shall remit payment to the CITY within 30 days of receipt of invoice from the CITY in accordance with payment procedures detailed in Attachment A

(Payment Procedures). The CITY's financial institution, account number, and point of contact may be revised by the CITY with reasonable written notice to the BOARD.

- (b) The CITY will invoice the BOARD monthly the amount of Six Thousand Two Hundred Fifty Dollars (\$6,250), said amount to be utilized by the City to pay the salary and benefits of a sworn law enforcement officer position to serve as the Red Light Camera program manager who will be responsible for final approval of violations as well as oversight of equipment integrity, calibration certification and quality assurance, the fees of the hearing officers conducting the nonjudicial administrative hearings to review objections to citations or penalties issued or assessed pursuant to the Red Light Camera program, and other expenses incurred by the City relating to the Red Light Camera program. The BOARD shall remit payment to the CITY within 30 days of receipt of invoice from the CITY in accordance with payment procedures detailed in Attachment A (Payment Procedures). The CITY's financial institution, account number, and point of contact may be revised by the CITY with reasonable written notice to the BOARD.
- (c) Notwithstanding any other provision of this Section 4, the financial support for the Red Light Camera program invoiced by the CITY and paid by the BOARD shall not include any amount which the CITY has not paid to the BOARD as a result of a deduction made pursuant to Section 3(b).
- (d) Notwithstanding any other provision of this Section 4, the Board will not be required to make payments to the City as required above which are greater than the amount distributed to the Board by the City pursuant to Section 3.

#### 5. DURATION:

This Interlocal Agreement shall become effective on March 20, 2017, and unless sooner terminated as provided herein, shall extend for the term established in the Service Contract. Any renewal or extension of this Agreement shall be approved in writing by the CITY and BOARD.

#### 6. MISCELLANEOUS:

- (a) This Interlocal Agreement is entered into in Pitt County, North Carolina and shall be construed under the laws, statutes, and ordinances of such jurisdiction.
- (b) This Interlocal Agreement shall not be modified, amended, or changed in any respect except in writing, duly signed by the Parties hereto.
- (c) No party may transfer or assign its rights under this Interlocal Agreement without written approval from the governing boards of the respective Parties. This Interlocal Agreement shall bind the Parties hereto, respective successors, permitted assignees, and transferees.
- (d) The Parties agree that if any provision of this Interlocal Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform to the purposes of this Interlocal Agreement and the requirements of applicable law.
- (e) This Interlocal Agreement shall not be binding upon the Parties unless and until approved or ratified by the Pitt County Board of Education and the Greenville City Council.

7. LIABILITY:

In the event that litigation is brought against the CITY or BOARD as a result of this Interlocal Agreement, each party shall have sole discretion to determine its participation in the litigation, if any. Each party shall be responsible for its own costs and attorney's fees.


8. TERMINATION:

Either party may terminate this Interlocal Agreement for any reason by providing written notice to the other party no less than sixty (60) days prior to the effective date of termination. The duties and obligations of the Parties shall extend through the effective date of said termination and the payment of all obligations resulting therefrom.

IN TESTIMONY WHEREOF, the CITY and BOARD have caused this Interlocal Agreement to be executed in duplicate originals, their seals to be affixed and attested, this the day and year first written above.

CITY OF GREENVILLE

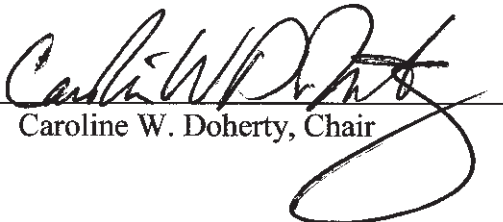


BY:   
Allen M. Thomas, Mayor


ATTEST:

  
Carol L. Barwick, City Clerk

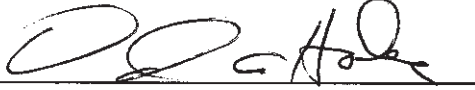
PITT COUNTY BOARD OF  
EDUCATION

BY:   
Caroline W. Doherty, Chair

ATTEST:

  
Dr. Ethan Lenker, Superintendent of Pitt County Schools and  
Secretary to the Pitt County Board of Education

APPROVED AS TO FORM



David A. Holec, City Attorney

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

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



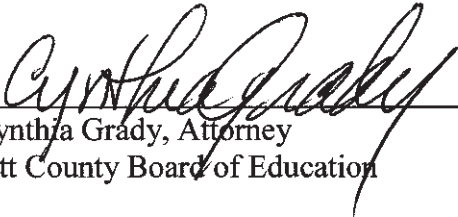
Bernita W. Demery, Financial Services Director  
City of Greenville

Date 3/22/2017

Account Number: 010-02-45-44-000-000-521500

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Cynthia Grady, Attorney  
Pitt County Board of Education

**PRE-AUDIT CERTIFICATION – PITT COUNTY BOARD OF EDUCATION**

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

  
\_\_\_\_\_  
Debra Baggett, Finance Officer  
Pitt County Board of Education

Date 3/20/17

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

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

## Attachment A

### Payment Procedures

1. The CITY has an obligation under Paragraph 3(a) to transfer funds to the BOARD monthly. This task will be accomplished as follows:

Within 30 calendar days following the end of the previous month, the CITY will remit the clear proceeds of the revenue received by the CITY during that period. Funds will be transferred to the BOARD's account via inter-fund transfer and the BOARD's point of contact (POC) will be notified at the time of transfer. The BOARD's financial institution, account number and POC are identified below:

Financial Institution: Wells Fargo  
Account Number: 2036030981187  
BOARD POC: Renee Dunn  
Phone Number: 252-830-4252  
Email [rdunn@pitt.k12.nc.us](mailto:rdunn@pitt.k12.nc.us)  
Address: 1717 West Fifth Street, Greenville, NC 27834

2. The CITY has an obligation under Paragraph 4 to invoice the BOARD monthly for program costs. This task will be accomplished as follows:

Within 45 calendar days following the end of the month, the CITY will submit an invoice for program costs incurred, with required supporting documentation, to the BOARD's POC as identified below:

BOARD POC: Renee Dunn  
Phone Number: 252-830-4252  
Email Address: [rdunn@pitt.k12.nc.us](mailto:rdunn@pitt.k12.nc.us)

3. The BOARD has an obligation under Paragraph 4 to transfer funds to the CITY to pay the invoices submitted hereunder, and will do so as follows:

Upon receipt of the invoice from the CITY, the BOARD intends to remit payment within 10 business days; however, in no case shall the transfer occur more than 30 calendar days after receipt of the CITY's invoice. Funds will be transferred to the CITY's account via inter-fund transfer and the CITY's POC will be notified at the time of transfer. The CITY's financial institution, account number and POC are identified below:

Financial Institution: Wells Fargo  
Account Number: 2000020337120  
CITY POC: Shawna Wooten  
Phone Number: 252-329-4442  
Email – [swooten@greenvillenc.gov](mailto:swooten@greenvillenc.gov)  
Address: 200 W. 5<sup>th</sup> Street, Greenville, NC 27835



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

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**Title of Item:** Purchase of Public Safety Radios

**Explanation:** The City of Greenville received a Federal Grant in 2009 for the purchase of public safety radios to outfit both the Police and Fire/Rescue departments. The grant funding was used to purchase both portable and vehicle installed Motorola radios. The devices were designed to allow for communication on the North Carolina State Highway Patrol's Voice Interoperability Plan for Emergency Responders (VIPER) system.

Over the past thirteen years the City's current supply of Motorola equipment has reached the end of its useful life. Although completely functional, the radios currently being utilized by both Police and Fire/Rescue are not supported by the manufacturer due to their age. For this reason, staff is seeking to replace the current inventory of devices with a supply that is supported by the manufacturer.

Given the City's experience with Motorola and its exceptional reputation and service history in the area of public safety, Motorola has been selected as the desired equipment provider. Motorola has an established purchasing contract with the State of North Carolina (North Carolina State Contract 725G) which allows State agencies as well as Local Governments in the state to "piggyback" under the State contract. Under this contract, the City of Greenville has been in negotiations with Motorola to replace the City's current supply of public safety communication devices with ones that are equipped with current technology and software and are supported by the manufacturer. Motorola has provided the City with a proposal for the purchase of approximately 665 public safety devices for both Police and Fire/Rescue broken down as follows:

- 158 hand held portable radios for Fire/Rescue
- 72 vehicle mounted radios for Fire/Rescue
- 10 base stations for Fire/Rescue
- 175 vehicle mounted radios for Police
- 250 hand held portable radios for Police

With the purchase of the public safety devices as proposed, the radios will provide service to the public safety departments of the City of Greenville for at least the next 10 years.

At the June 9, 2022 City Council meeting, City Council approved an application



with the U.S. Department of Justice's Office of Community Oriented Policing Services (COPS) grant program to support projects designated for funding in the Consolidated Appropriations Act of 2022. Specifically, the grant request was to provide funding for the replacement of the Greenville Police Department's communication devices. The City of Greenville received notification that it was awarded funding through this program in the amount of \$3,000,000. This grant funding will be utilized to support the proposed purchase of Motorola radios.

**Fiscal Note:**

The total contract amount for the purchase of approximately 665 public safety radios is \$5,424,648.54. The following is a breakdown by Department:

Police Department	\$3,350,847.47
Fire/Rescue Department	2,073,801.07
Total Purchase	\$5,424,648.54

Of this amount, \$3,000,000 will be funded with the COPS grant. The remaining \$2,424,648.54 will be funded through installment financing.

The City has an annual, recurring budget appropriation of approximately \$250,000 included in the City Council Adopted General Fund Budget to cover the annual installment financing payments. Upon Council approval of the radio purchase, the City's Financial Services Department will begin moving forward with issuance of the installment financing.

**Recommendation:**

Authorize the City Manager to Accept the Proposed Quote From Motorola and Execute any Contracts and/or Documents Necessary to Effectuate the Purchase of the Public Safety Radios.

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ATTACHMENTS

- 📄 [City of Greenville Proposal 10.13.2022 - finalV2.pdf](#)
- 📄 [NC state contract 725G for 2way bid due 3-27-07 \(t-c\) terms conditions \(1\).pdf](#)

# CITY OF GREENVILLE, NORTH CAROLINA

P25 RADIO SUBSCRIBERS

OCTOBER 13, 2022



GREENVILLE CITY HALL

October 13, 2022

**Greenville Police & Fire Department**

500 S Greene St  
Greenville, NC 27834

**RE: Proposal for Subscriber Radio Equipment**

City of Greenville Police/Fire:

Motorola Solutions, Inc. (Motorola) is pleased to provide the City of Greenville with this proposal for the purchase of the Police and Fire Department Radios. This proposal provides a comprehensive solution that meets and exceeds the requirements of the city.

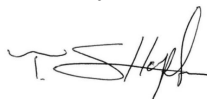
Motorola Solutions is a global leader in mission-critical communications and analytics. Our technology platforms in mission-critical communications, command center software, video security, and analytics, bolstered by managed and support services, make communities safer and help businesses stay productive and secure.

Our customers rely on us for the expertise, services, and solutions we provide, trusting our 90+ years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

The pricing in the following proposal is in accordance with North Carolina State Contract 725G and subject to the terms and conditions therein.

On behalf of Motorola Solutions, we would like to thank the city for the opportunity to be a part of this exciting mission-critical project. If you have any questions regarding our submission, please do not hesitate to contact Joseph Knox, Account Manager at (910) 800-0832 or by email at [joseph.knox@motorolasolutions.com](mailto:joseph.knox@motorolasolutions.com). **This proposal is valid through 12/15/2022.**

Sincerely,



Scott Hopkins  
Territory Vice President - NC, SC, & GA  
Motorola Solutions, Inc.

# PRICING SUMMARY

Description	Price
Subscriber List Total	\$7,858,769.44
<b>Department Breakdown</b>	
Police Department (Includes NEXT Training, Consolettes for dispatch, and KVL)	\$3,706,029.43
Fire Department	\$2,293,619.11
NC 725G Discounted Total	\$5,999,648.54
City of Greenville Partner Incentive	(\$575,000.00)
<b>Grand Total*</b>	<b>\$5,424,648.54</b>

\*Pricing in accordance with and subject to the terms of NC State Contract 725G.

The items below are being provided to the City of Greenville as part of the APX subscriber purchase at **no additional cost** to the city.

Description*	Price
Radio Management for APX6500s and Consolettes (Years 1 - 3)	-
Four Smart features for all (414) APX NEXTs (Years 2 - 3)	-
Stubby Antennas for all (414) APX NEXT Radios	-
Boston Leather Holsters for all (164) Fire APX NEXT	-
Briefcam (Years 1 - 3)	-
CommandCentral AWARE Plus (Years 1 - 3)	-
Vigilant Commercial Data (Years 1 - 3)	-
<b>Total Value</b>	<b>\$855,536.00</b>

\*Additional details for these items have been included at the end of this proposal. The above items are contingent on the purchase of the APX subscribers prior to 12/15/2022.

# PAYMENT TERMS

Subscriber equipment will be invoiced upon shipment. The City of Greenville will make payments to Motorola within thirty (30) days after the date of each invoice. The City of Greenville will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. Contract discounts are based upon all items proposed and overall package. For invoicing purposes only, discounts will be applied proportionately to the Subscriber equipment values to total contract price.

## YEAR 4

The below prices for year four (4) are not included within this contract and are for **informational purposes only.**

Description	Budgetary Price
Radio Management for APX6500s and Consolettes (Year 4)	\$8,512.00
Four Smart features for all (414) APX NEXTs (Year 4)	\$124,200.00
Briefcam (Year 4)	\$23,684.00
CommandCentral AWARE Plus (Year 4)	\$23,890.00
Vigilant Commercial Data (Years 4)	\$19,250.00
<b>Year 3 Budgetary Total</b>	<b>\$199,536.00</b>

Billing Address: GREENVILLE  
POLICE & FIRE DEPT, CITY OF  
P O BOX 7207  
GREENVILLE, NC 27835 US

Quote Date:10/10/2022  
Expiration Date:12/15/2022  
Quote Created By:  
Joseph Knox  
Account Manager - Eastern, NC  
Joseph.Knox@  
motorolasolutions.com  
910-800-0832

End Customer:  
GREENVILLE POLICE & FIRE FIRE  
DEPT, CITY OF

**Contract: 19144 - 725G NORTH  
CAROLINA, STATE OF (NON-ARIBA  
BASED POS)  
Payment Terms:30 NET**

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
1	M25URS9PW1BN	<b>Fire Single Head Mobiles</b>	34		\$9,066.00	\$6,887.50	\$234,175.00
1a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	34				
1b	GA00580AA	ADD: TDMA OPERATION	34				
1c	G51AU	ENH: SMARTZONE OPERATION APX6500	34				
1d	GA09001AA	ADD: WI-FI CAPABILITY	34				
1e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	34				
1f	G806BL	ENH: ASTRO DIGITAL CAI OP APX	34				
1g	W22BA	ADD: STD PALM MICROPHONE APX	34				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1h	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	34				
1i	G361AH	ENH: P25 TRUNKING SOFTWARE APX	34				
1j	GA01630AA	ADD: SMARTCONNECT	34				
1k	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	34				
1l	QA03399AA	ADD: ENHANCED DATA APX	34				
1m	GA01576AB	ADD: SMA TO QMA ADAPTER	34				
1n	G843AH	ADD: AES ENCRYPTION AND ADP	34				
1o	G67DT	ADD: REMOTE MOUNT E5 APXM	34				
1p	GA01670AA	ADD: APX E5 CONTROL HEAD	34				
1q	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	34				
1r	W969BG	ADD: MULTIKEY OPERATION	34				
1s	G831AD	ADD: SPKR 15W WATER RESISTANT	34				
2	LSV00Q00202A	DEVICE PROGRAMMING	34		\$49.00	\$49.00	\$1,666.00
3	LSV00Q00203A	DEVICE INSTALLATION	34		\$350.00	\$350.00	\$11,900.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
4	M25URS9PW1BN	<b>Fire Dual Head Mobiles</b>	38		\$9,732.00	\$7,387.00	\$285,950.00
4a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	38				
4b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	38				
4c	GA00580AA	ADD: TDMA OPERATION	38				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
4d	G51AU	ENH: SMARTZONE OPERATION APX6500	38				
4e	GA09001AA	ADD: WI-FI CAPABILITY	38				
4f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	38				
4g	QA03399AA	ADD: ENHANCED DATA APX	38				
4h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	38				
4i	GA01630AA	ADD: SMARTCONNECT	38				
4j	G361AH	ENH: P25 TRUNKING SOFTWARE APX	38				
4k	G843AH	ADD: AES ENCRYPTION AND ADP	38				
4l	W969BG	ADD: MULTIKEY OPERATION	38				
4m	G67DT	ADD: REMOTE MOUNT E5 APXM	38				
4n	GA00092AU	ADD: APXM DUAL E5 CH	38				
4o	GA01670AA	ADD: APX E5 CONTROL HEAD	38				
4p	G831AD	ADD: SPKR 15W WATER RESISTANT	76				
4q	G609AC	ADD: REMOTE MOUNT CABLE 50 FT APX	76				
4r	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	76				
4s	G174AD	ADD: ANT 3DB LOW- PROFILE 762-870	38				
4t	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	38				
4u	GA01576AB	ADD: SMA TO QMA ADAPTER	38				
5	LSV00Q00202A	DEVICE PROGRAMMING	38		\$49.00	\$49.00	\$1,862.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
6	LSV00Q00203A	DEVICE INSTALLATION	38		\$495.00	\$495.00	\$18,810.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
7	M25URS9PW1BN	<b>Fire Control Stations</b>	10		\$8,651.00	\$6,576.25	\$65,762.50
7a	W665BF	ADD: BASE STATION OP APX	10				
7b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	10				
7c	GA00580AA	ADD: TDMA OPERATION	10				
7d	G51AU	ENH: SMARTZONE OPERATION APX6500	10				
7e	G142AD	ADD: NO SPEAKER APX	10				
7f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	10				
7g	GA09001AA	ADD: WI-FI CAPABILITY	10				
7h	G843AH	ADD: AES ENCRYPTION AND ADP	10				
7i	G89AC	ADD: NO RF ANTENNA NEEDED	10				
7j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10				
7k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10				
7l	GA01630AA	ADD: SMARTCONNECT	10				
7m	W969BG	ADD: MULTIKEY OPERATION	10				
7n	W382AM	ADD: CONTROL STATION DESK GCAI MIC	10				
7o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	10				
7p	G66BJ	ADD: DASH MOUNT E5 APXM	10				
7q	GA01670AA	ADD: APX E5 CONTROL HEAD	10				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
Product Services							
8	LSV00Q00202A	DEVICE PROGRAMMING	8		\$49.00	\$49.00	\$392.00
9	LSV00Q00203A	DEVICE INSTALLATION	1		\$11,800.00	\$11,800.00	\$11,800.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
10	M25URS9PW1BN	<b>Fire Command Mobiles</b>	2		\$9,311.00	\$7,071.25	\$14,142.50
10a	G90AC	ADD: NO MICROPHONE NEEDED APX	2				
10b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	2				
10c	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	2				
10d	G831AD	ADD: SPKR 15W WATER RESISTANT	2				
10e	G72AD	ADD: APX O3 HANDHELD CH	2				
10f	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	2				
10g	GA00580AA	ADD: TDMA OPERATION	2				
10h	GA01576AB	ADD: SMA TO QMA ADAPTER	2				
10i	G51AU	ENH: SMARTZONE OPERATION APX6500	2				
10j	G67DR	ADD: REMOTE MOUNT O3 APXM	2				
10k	GA09001AA	ADD: WI-FI CAPABILITY	2				
10l	G843AH	ADD: AES ENCRYPTION AND ADP	2				
10m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2				
10n	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2				
10o	GA01630AA	ADD: SMARTCONNECT	2				



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10p	W969BG	ADD: MULTIKEY OPERATION	2				
10q	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2				
10r	QA03399AA	ADD: ENHANCED DATA APX	2				
10s	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	2				
11	LSV00Q00202A	DEVICE PROGRAMMING	2		\$49.00	\$49.00	\$98.00
12	LSV00Q00203A	DEVICE INSTALLATION	2		\$420.00	\$420.00	\$840.00
	APX™ NEXT	APX NEXT XE SINGLE BAND					
13	H45TGT9PW8AN	<b>Fire NEXT XE (Green)*</b>	158		\$11,263.05	\$8,352.55	\$1,319,702.90
13a	QA00569AP	ADD: 7/800MHZ BAND	158				
13b	H499KC	ENH: SUBMERSIBLE (DELTA T)	158				
13c	H38DA	ADD: SMARTZONE OPERATION	158				
13d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	158				
13e	Q361CD	ADD: P25 9600 BAUD TRUNKING	158				
13f	QA09028AA	ADD: VIQI VC RADIO OPERATION	158				
13g	QA00580BA	ADD: TDMA OPERATION	158				
13h	QA09001AM	ADD: WIFI CAPABILITY	158				
13i	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	158				
13j	H637AA	ADD: APX NEXT DMS BUNDLE PROMO	158				
13k	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO	158				



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
13l	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO	158				
13m	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	158				
13n	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	158				
13o	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	158				
13p	Q629BD	ENH: AES ENCRYPTION AND ADP	158				
13q	Q173CA	ADD: SMARTZONE OMNILINK	158				
13r	H869DB	ENH: MULTIKEY	158				
13s	QA08243AA	ALT: 7/800 MHZ WHIP ANTENNA (762-870MHZ)	158				
14	SSV01P01407B	APX NEXT SMART PROG-PROMO	158	1 YEAR			
15	SSV01P01476A	APX NEXT SMART LOCATE-PROMO	158	1 YEAR			
16	SSV01P01902A	APX NEXT SMART MAPPING-PROMO	158	1 YEAR			
17	SSV01P01901A	APX NEXT SMART MESSAGING-PROMO	158	1 YEAR			
18	SSV01P01685B	CC AWARE STARTER LOCATION & MAPPING FOR APX NEXT (1ST YEAR TRIAL)	158	1 YEAR			
19	LSV01P01414A	APX NEXT DMS ADVANCED SERVICE-PROMO	158	12 MONTHS			
20	LSV01S01414A	APX NEXT DMS ADVANCED	158	48 MONTHS			
21	PSV00S01424A	APX NEXT PROVISIONING*	1				
22	PSV01S02940A	SMARTMAPPING ENABLEMENT*	1				



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
23	PSV01S02941A	SMARTMESSAGING ENABLEMENT*	1				
24	PSV01S02944A	PROVISIONING SUPPORT*	1				
25	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	46		\$169.56	\$127.17	\$5,849.82
26	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB	158		\$486.00	\$364.50	\$57,591.00
27	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC- CHARGER	25		\$1,420.20	\$1,065.15	\$26,628.75
28	NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	158		\$258.50	\$193.88	\$30,633.04
	APX™ NEXT	APX NEXT XE SINGLE BAND					
29	H45TGT9PW8AN	<b>Fire Command NEXT XE (Black)*</b>	6		\$11,235.05	\$8,331.55	\$49,989.30
29a	QA00569AP	ADD: 7/800MHZ BAND	6				
29b	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	6				
29c	H499KC	ENH: SUBMERSIBLE (DELTA T)	6				
29d	H38DA	ADD: SMARTZONE OPERATION	6				
29e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	6				
29f	Q361CD	ADD: P25 9600 BAUD TRUNKING	6				
29g	QA09028AA	ADD: VIQI VC RADIO OPERATION	6				
29h	QA00580BA	ADD: TDMA OPERATION	6				



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
29i	QA09001AM	ADD: WIFI CAPABILITY	6				
29j	Q629BD	ENH: AES ENCRYPTION AND ADP	6				
29k	Q173CA	ADD: SMARTZONE OMNILINK	6				
29l	H869DB	ENH: MULTIKEY	6				
29m	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	6				
29n	H637AA	ADD: APX NEXT DMS BUNDLE PROMO	6				
29o	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO	6				
29p	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO	6				
29q	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	6				
29r	QA08243AA	ALT: 7/800 MHZ WHIP ANTENNA (762-870MHZ)	6				
30	NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	6		\$258.50	\$193.88	\$1,163.28
31	SSV01P01407B	APX NEXT SMART PROG-PROMO	6	1 YEAR			
32	SSV01P01476A	APX NEXT SMART LOCATE-PROMO	6	1 YEAR			
33	SSV01P01902A	APX NEXT SMART MAPPING-PROMO	6	1 YEAR			
34	SSV01P01901A	APX NEXT SMART MESSAGING-PROMO	6	1 YEAR			
35	SSV01P01685B	CC AWARE STARTER LOCATION & MAPPING FOR APX NEXT (1ST YEAR TRIAL)	6	1 YEAR			



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
36	PSV01S02944A	PROVISIONING SUPPORT*	1				
37	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	6		\$169.56	\$127.17	\$763.02
38	LSV01P01414A	APX NEXT DMS ADVANCED SERVICE-PROMO	6	12 MONTHS			
39	LSV01S01414A	APX NEXT DMS ADVANCED	6	48 MONTHS			
40	PMMN4137ABLK	XVE500 REMOTE SPEAKER MICROPHONE, BLACK, NO CHANNEL KNOB	6		\$642.60	\$481.95	\$2,891.70
41	PMLN8120A	RX ONLY XL CLEAR TUBE EARPIECE, 3.5MM JACK	34		\$75.60	\$56.70	\$1,927.80
42	PMLN6129A	IMPRES 2 WIRE W/TRANS TUBE BLK	6		\$135.71	\$101.78	\$610.68
Product Services							
43	LSV00Q00203A	DEVICE INSTALLATION Qty 48 APX NEXT Veh. Chargers and Install	48		\$527.00	\$527.00	\$25,296.00
Product Services							
44	LSV00Q00202A	DEVICE PROGRAMMING One-time charge, Template building	1		\$357.50	\$357.50	\$357.50
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
45	M25URS9PW1BN	<b>Police Vehicles</b>	155		\$8,901.00	\$6,763.75	\$1,048,381.25
45a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	155				
45b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	155				
45c	G831AD	ADD: SPKR 15W WATER RESISTANT	155				
45d	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	155				



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
45e	GA00580AA	ADD: TDMA OPERATION	155				
45f	GA01576AB	ADD: SMA TO QMA ADAPTER	155				
45g	G51AU	ENH: SMARTZONE OPERATION APX6500	155				
45h	G67DT	ADD: REMOTE MOUNT E5 APXM	155				
45i	GA09001AA	ADD: WI-FI CAPABILITY	155				
45j	G843AH	ADD: AES ENCRYPTION AND ADP	155				
45k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	155				
45l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	155				
45m	GA01670AA	ADD: APX E5 CONTROL HEAD	155				
45n	W22BA	ADD: STD PALM MICROPHONE APX	155				
45o	GA01630AA	ADD: SMARTCONNECT	155				
45p	W969BG	ADD: MULTIKEY OPERATION	155				
45q	G174AD	ADD: ANT 3DB LOW- PROFILE 762-870	155				
45r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	155				
46	LSV00Q00202A	DEVICE PROGRAMMING	155		\$49.00	\$49.00	\$7,595.00
47	LSV00Q00203A	DEVICE INSTALLATION	155		\$350.00	\$350.00	\$54,250.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
48	M25URS9PW1BN	<b>Police Command Vehicles</b>	20		\$9,146.00	\$6,947.50	\$138,950.00
48a	G90AC	ADD: NO MICROPHONE NEEDED APX	20				
48b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	20				



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
48c	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	20				
48d	G831AD	ADD: SPKR 15W WATER RESISTANT	20				
48e	G72AD	ADD: APX O3 HANDHELD CH	20				
48f	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	20				
48g	GA00580AA	ADD: TDMA OPERATION	20				
48h	GA01576AB	ADD: SMA TO QMA ADAPTER	20				
48i	G51AU	ENH: SMARTZONE OPERATION APX6500	20				
48j	G67DR	ADD: REMOTE MOUNT O3 APXM	20				
48k	GA09001AA	ADD: WI-FI CAPABILITY	20				
48l	G843AH	ADD: AES ENCRYPTION AND ADP	20				
48m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	20				
48n	G806BL	ENH: ASTRO DIGITAL CAI OP APX	20				
48o	GA01630AA	ADD: SMARTCONNECT	20				
48p	W969BG	ADD: MULTIKEY OPERATION	20				
48q	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	20				
48r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	20				
49	LSV00Q00202A	DEVICE PROGRAMMING	20		\$49.00	\$49.00	\$980.00
50	LSV00Q00203A	DEVICE INSTALLATION	20		\$350.00	\$350.00	\$7,000.00
	APX™ NEXT	APX NEXT SINGLE BAND					
51	H45TGT9PW8AN	<b>Police NEXT*</b>	250		\$10,465.05	\$7,754.05	\$1,938,512.50
51a	QA00569AP	ADD: 7/800MHZ BAND	250				



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
51b	H499KC	ENH: SUBMERSIBLE (DELTA T)	250				
51c	H38DA	ADD: SMARTZONE OPERATION	250				
51d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	250				
51e	Q361CD	ADD: P25 9600 BAUD TRUNKING	250				
51f	QA09028AA	ADD: VIQI VC RADIO OPERATION	250				
51g	QA00580BA	ADD: TDMA OPERATION	250				
51h	QA09001AM	ADD: WIFI CAPABILITY	250				
51i	Q629BD	ENH: AES ENCRYPTION AND ADP	250				
51j	Q173CA	ADD: SMARTZONE OMNILINK	250				
51k	H869DB	ENH: MULTIKEY	250				
51l	QA08243AA	ALT: 7/800 MHZ WHIP ANTENNA (762-870MHZ)	250				
51m	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	250				
51n	H637AA	ADD: APX NEXT DMS BUNDLE PROMO	250				
51o	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO	250				
51p	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO	250				
51q	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	250				
52	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	280		\$225.50	\$169.13	\$47,356.40
53	SSV01P01407B	APX NEXT SMART PROG- PROMO	250	1 YEAR			



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
54	SSV01P01476A	APX NEXT SMART LOCATE-PROMO	250	1 YEAR			
55	SSV01P01902A	APX NEXT SMART MAPPING-PROMO	250	1 YEAR			
56	SSV01P01901A	APX NEXT SMART MESSAGING-PROMO	250	1 YEAR			
57	SSV01P01685B	CC AWARE STARTER LOCATION & MAPPING FOR APX NEXT (1ST YEAR TRIAL)	250	1 YEAR			
58	PSV01S01744A	APX NEXT DMS TRAINING CUST SITE (12 SEATS)*	1		\$19,200.00	\$19,200.00	\$19,200.00
59	PSV01S02944A	PROVISIONING SUPPORT*	1				
60	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	250		\$169.56	\$127.17	\$31,792.50
61	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER	5		\$1,420.20	\$1,065.15	\$5,325.75
62	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB	250		\$486.00	\$364.50	\$91,125.00
63	LSV01P01414A	APX NEXT DMS ADVANCED SERVICE-PROMO	250	12 MONTHS			
64	LSV01S01414A	APX NEXT DMS ADVANCED	250	48 MONTHS			
Product Services							
65	LSV00Q00202A	DEVICE PROGRAMMING APX NEXT Programming Support	1		\$3,800.00	\$3,800.00	\$3,800.00
66	PMLN6129A	IMPRES 2 WIRE W/TRANS TUBE BLK	30		\$135.71	\$101.78	\$3,053.40
67	PMLN8120A	RX ONLY XL CLEAR TUBE EARPIECE, 3.5MM JACK	50		\$75.60	\$56.70	\$2,835.00



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
68	PMLN7948A	APX NEXT HYBRID LEATHER HOLSTER, STANDARD BATTERY	250		\$91.80	\$68.85	\$17,212.50
69	PMLN5408A	2.75" REPLACEMENT SWIVEL BELT LOOP	250		\$16.74	\$12.56	\$3,140.00
APX™ Consolette							
70	L37TSS9PW1AN	<b>Dispatch Backroom Equipment</b>	7		\$13,467.00	\$10,184.00	\$71,288.00
70a	GA09001AC	ADD: WI-FI CAPABILITY CONSOLETTTE	7				
70b	GA00318AB	ADD: 5Y ESSENTIAL SERVICE	7				
70c	G90AC	ADD: NO MICROPHONE NEEDED APX	7				
70d	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	7				
70e	GA00580AA	ADD: TDMA OPERATION	7				
70f	CA01598AB	ADD: AC LINE CORD US	7				
70g	G51AT	ENH:SMARTZONE	7				
70h	GA05508AA	DEL: DELETE VHF BAND	7				
70i	GA05509AA	DEL: DELETE UHF BAND	7				
70j	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU	7				
70k	G843AH	ADD: AES ENCRYPTION AND ADP	7				
70l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	7				
70m	W969BG	ADD: MULTIKEY OPERATION	7				
70n	GA01630AA	ADD: SMARTCONNECT	7				
70o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	7				
71	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	7		\$200.00	\$150.00	\$1,050.00



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
Product Services							
72	LSV00Q00203A	DEVICE INSTALLATION Installation and programming of 7 consolettes at the primary dispatch center. Antennas will be tested and replaced as needed. A new control station combiner will be installed.	1		\$8,750.00	\$8,750.00	\$8,750.00
Miscellaneous Items							
73	DS4383G01A08	CONTROL STATION COMBINER, STANDARD, 746-869 MHZ, 8 CHANNEL	1		\$15,173.00	\$11,379.75	\$11,379.75
KVL 5000							
74	T8476B	<b>KVL 5000</b>	1		\$6,800.00	\$5,351.00	\$5,351.00
74a	CA00182AW	ADD: AES ENCRYPTION SOFTWARE	1				
74b	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V	1				
74c	CA03358AA	ADD: ASTRO 25 MODE	1				
74d	HA00673AA	ADD: 5YR ESSENTIAL	1				
74e	CA00243AJ	ADD: ADP PRIVACY	1				
75	HKN6182B	CABLE KEYLOADING ADAPTER CGAI	1		\$196.00	\$147.00	\$147.00
76	WPLN6904A	ASSY:KIT,KEYLOAD CABLE	1		\$118.80	\$89.10	\$89.10
77	DQUUSBOTG	STARTECH.COM 5IN MICRO USB TO USB OTG HOST ADAPTER M/F - USB ADAPTER	1		\$13.00	\$11.70	\$11.70
78	TKN8531C	CABLE, KEYLOAD	1		\$311.44	\$233.58	\$233.58
Subtotal							\$7,858,769.44
Total Discount Amount							\$1,859,120.90
<b>Grand Total</b>							<b>\$5,999,648.54(USD)</b>



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# DEVICE MANAGEMENT SERVICES - ESSENTIAL

## 1.1 OVERVIEW

To provide the City of Greenville with access to technical support teams and resources for troubleshooting and maintenance, Motorola Solutions proposes the Essential tier of our Device Management Services (DMS Essential) for APX™ user radios. DMS Essential provides remote technical support to troubleshoot problems and hardware repair to properly restore City of Greenville user radios.

The proposed offering consists of the following specific services:

- Technical Support for user radios.
- Hardware Repair for 266 APX (non-NEXT) radios.

The following sections describe the services included with DMS Essential.

## 1.2 TECHNICAL SUPPORT

Motorola Solutions Technical Support personnel will be available to assist with any questions, issues, or problems related to user radios. Technical Support personnel apply leading industry standards in recording, monitoring, escalating, and reporting technical support calls to provide the support needed to resolve issues quickly.

## 1.3 HARDWARE REPAIR

Hardware Repair provides repair services for user radios damaged by manufacturing defects and normal wear and tear. Repairs are provided by Motorola Solutions, or an authorized Motorola Solutions service repair center, for the length of the contract. The service center tests, repairs, and restores the user radio to original factory specifications. Repair may include updating the user radio's Operating System (OS) software to the latest version supported by the user radio.

The Hardware Repair service adheres to a proven process of analysis and restoration, and the work is backed by a 90-day warranty. User radios covered under this service also receive higher service priority at the repair depot, resulting in quicker repair times.

# APX NEXT Device Management Services - Advanced Statement of Work

V 2.0

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## Section 1

# APX NEXT Device Management Services – Advanced Statement of Work

## 1.1 Overview

Device Management Services (“DMS”) is a tiered offering that efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Advanced services allow customers to more efficiently manage their devices with enhanced tools and capabilities.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

## 1.2 Hardware Repair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

### 1.2.1 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.

- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

## 1.2.2 Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
  - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

## 1.2.3 Limitations and Exclusions

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.

- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
  - Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
  - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
  - If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

### 1.2.3.1 Added Motorola Solutions Responsibilities for Accidental Damage

- Repair or replace accidentally damaged device, as determined by Motorola Solutions.

### 1.2.3.2 Limitations and Exclusions

In addition to applicable Limitations and Exclusions for Hardware Repair, Accidental Damage limits or excludes the following:

- There is a limit of one device repair per device/per contract year with Accidental Damage coverage. This exclusion does not apply to repairs to malfunctioning components. Motorola Solutions will repair malfunctioning components covered by the standard Hardware Repair service as needed.
- Where ongoing “accidental damage” is deemed by Motorola Solutions to be excessive, systemic or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions’ discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness, or reckless use.
- Accidental Damage is quoted on a per-unit basis, is prepaid, non-cancellable, and non-refundable for the purchased service term.

## 1.3 Device Technical Support

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

### 1.3.1 Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

### 1.3.2 Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

### 1.3.3 Limitations and Exclusions

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

## 1.4 Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

### 1.4.1 Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates via the RadioCentral cloud server. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through RadioCentral.

- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

## 1.4.2 Customer Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## 1.5 RadioCentral Access

RadioCentral provides radio provisioning and programming capability with the convenience and security delivered by cloud hosting. Device information will be loaded into the Motorola Solutions-hosted database directly from the factory, and the Customer can use their own computer equipment to configure codeplugs before the device arrives. Software updates and device configuration changes can be set up from anywhere with an Internet connection and pushed out through Wi-Fi or LTE (SmartProgramming) to keep devices up to date and officers in the field.

With DMS Advanced, the Customer can use RadioCentral's batching capabilities for efficient programming and easy fleet management.

Outside of pre-announced maintenance periods, RadioCentral will be available on a best effort 24/7 basis. Broadband network and cloud performance may reduce availability.

### 1.5.1 Motorola Solutions Responsibilities

- Host the RadioCentral server software in a secure cloud environment.
- Keep the RadioCentral server software up-to-date with all software and security patches.
- Keep the RadioCentral database backed up and restore backups, as needed.
- Populate the RadioCentral database with device serial numbers, model information, feature information, and default codeplugs.
- Provide access information (login information, IP addresses, and port numbers as needed), as well as current RadioCentral Client software downloads via MyView Portal.
- Ensure that RadioCentral is accessible to Wi-Fi and LTE connected devices.
- Provide a link between RadioCentral and MyView Portal.
- Monitor the status of the RadioCentral cloud platform.
- Notify the Customer via Remedy of any scheduled maintenance or other planned outages.
- Notify the Customer through Remedy and MyView Portal of any unplanned outages.
- Provide authorized administrator access to RadioCentral via a third-party identity management system.

## 1.5.2 Customer Responsibilities

- Provide contact information, including email addresses, for the RadioCentral administrator.
- Provide contact information, including email addresses, for the radio provisioning agency or agencies.
- Administer provisioning agency RadioCentral accounts.
- Provide a Wi-Fi network with Internet access for device programming.
- Provide and maintain the required RadioCentral client computer(s).
- Provide internet access for the RadioCentral client computer.
- Maintain the configuration database.
- Program devices using RadioCentral as needed.

## 1.5.3 Limitations and Exclusions

- RadioCentral programming is limited to LTE and Wi-Fi programming only. Over-the-air programming (via the LMR system) and Bluetooth programming are not supported.

# 1.6 RadioCentral Technical Support

For RadioCentral Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

## 1.6.1 Motorola Solutions Responsibilities

- Monitor the status of the RadioCentral cloud platform.
- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to RadioCentral. Customer Data may be accessed by Motorola Solutions employees residing outside of the Customer's country for the sole purpose of providing such support.

## 1.6.2 Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

### 1.6.3 Limitations and Exclusions

- Initial fleetmap template creation or consultation required to assemble a fleetmap strategy is excluded.
- Motorola Solutions Technical Support will not accept radio programming assistance calls. Support is limited to the correction of defects with the RadioCentral programming tool.

## 1.7 MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. MyView Portal displays the serial number, configuration, and firmware versions of all the APX NEXT devices in the Customer's fleet. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

The Customer can also access fleet level reports, charts, and graphs that make it easy to spot fleet level trends and trends over time, improving the fleet management experience.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

### 1.7.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.
- Establish and maintain connectivity between RadioCentral and MyView Portal.

### 1.7.2 Customer Responsibilities

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

## 1.8 Device Management Training

Device Management Training provides detailed instruction for radio technicians on how to use the RadioCentral programming tool and how to manage a fleet of devices and administer access to RadioCentral through MyView portal. Upon completing the training, participants will be able to provision

and program their APX NEXT radio fleet with confidence. Training includes access to an online overview course, as well as a two-day instructor led workshop.

Based on purchased option, the instructor-led workshop will be delivered in the below way:

- In person at the Customer's site (up to 12 seats).

### 1.8.1 Motorola Solutions Responsibilities

- Provide access to the online training class.
- Provide training material for class.
- Provide an instructor to lead the training workshop.
- If the Customer purchases training at the Customer's site, cover expenses for instructor to travel to the Customer's site. Motorola Solutions requires a minimum 30-day scheduling lead time for all customer on-site training. Customer site visits will be scheduled based on Motorola Solutions instructor availability.

### 1.8.2 Customer Responsibilities

- Provide PC and Internet connection to take the online training class.
- If the Customer purchases training at a Motorola Solutions facility, cover expenses for students to travel to a Motorola Solutions facility.



## 1.9 DMS Priority Levels

For RadioCentral cloud-based elements, the following Priority Levels and response times apply. Initial Technical Response is defined as acknowledgement to the Customer that an incident has occurred.

Description	Initial Technical Response Time
<b>Critical P1</b>	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> <li>- Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues.</li> <li>- Functional failures affecting more than 50% of devices.</li> </ul>	1 hour 24/7
<b>High P2</b>	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> <li>- Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues.</li> <li>- Functional failures affecting more than 15% of devices.</li> </ul>	4 hours 24/7
<b>Medium P3</b>	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> <li>- Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues.</li> <li>- Functional failures affecting LESS than 15% of devices.</li> </ul>	24 hours 8 x 5 business hours
<b>Low P4</b>	
Items include: <ul style="list-style-type: none"> <li>- Documentation questions.</li> <li>- General informational questions.</li> <li>- Other Investigations not marked as a higher priority level.</li> </ul>	7 business days
For issues deemed to be Critical P1, High P2, and Medium P3, the Customer will need to ensure contact is made with Motorola Solutions personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Medium P3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).	

# CITY OF GREENVILLE

COMMANDCENTRAL SOLUTION STATEMENT OF WORK

OCTOBER 12, 2022

## AWARE PLUS

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# SYSTEM DESCRIPTION

## 1.1 OVERVIEW

Motorola Solutions presents the following solution for the City of Greenville.

Motorola Solutions' CommandCentral Aware solution combines disparate systems and data into an accessible interface. This single interface offers command centers a complete operating picture to support field personnel in real time. CommandCentral Aware unifies data from mapping, correlated event monitoring, analytics, and communications. This interface streamlines public safety workflows and viewpoints, enabling users to access and act on critical information.

Users that can benefit from accessing CommandCentral Aware include but are not limited to Dispatchers, PSAP Supervisors, Real Time Crime Analysts as well as Investigators.

The agency can increase the value of current investments by connecting CommandCentral Aware to other software platforms. These integrations can include Computer Aided Dispatch (CAD) systems, Call Handling, Land Mobile Radio (LMR), and/or Video Management Systems (VMS). Users can communicate with confidence, knowing their information is hosted in the highly secure Microsoft Azure cloud.

### Designated Entities

- ◆ The entities participating in the CommandCentral Aware solution are:
  - City of Greenville, NC.

### Application Software and System Components

- ◆ The CommandCentral Aware solution includes the following elements:
  - CommandCentral Aware Plus with 5 Named User Licenses and 2 year subscription.
  - APX Next SmartLocate GPS over Broadband Integration
  - Vigilant License Plate Recognition Integration.
  - CommandCentral Evidence Standard 500GB storage and 5 Named User Licenses per year.
  - One Cloud Anchor Server Hardware.
  - Two CommandCentral Aware Workstation Hardware.
  - Six CommandCentral Aware Monitors.
  - Interfaces.
    - Milestone Xprotect Interface
    - Superion CAD Interface
  - Software Maintenance and Technical Support.
  - Services as described in the Statement of Work.

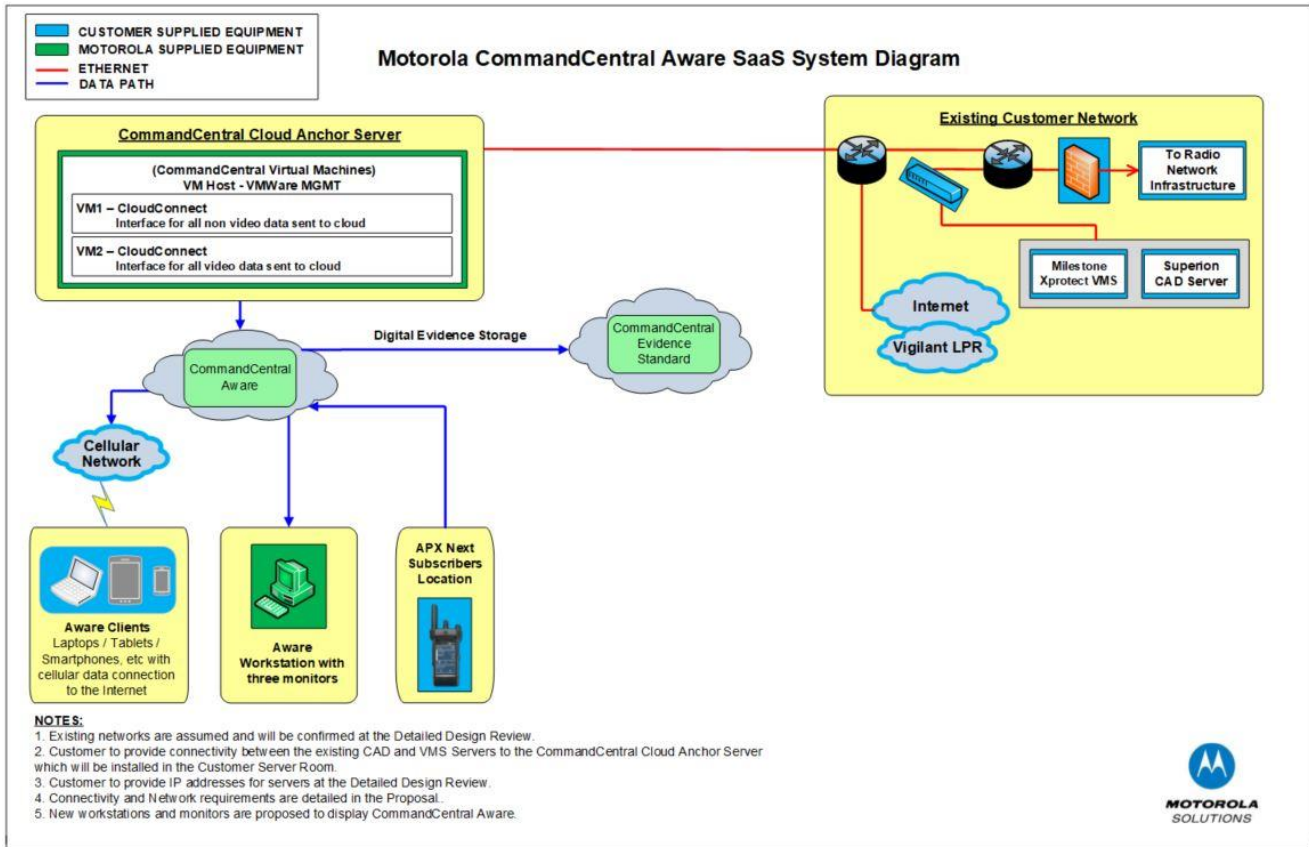


Figure-1: CommandCentral Aware Representative System Diagram

## 1.2 COMMANDCENTRAL AWARE FEATURES

CommandCentral Aware provides location and alert capabilities to improve public safety response, described in the sections below.

### Mapping

CommandCentral Aware features a unified interface to display locations and alerts. Users can view all location-based data on the map display to enhance decision making. CommandCentral Aware Mapping features also include the following:

- Event Monitors – View device status and location, CAD incidents, open-source data alerts, and sensors on a map. This map can consist of Esri online, Esri server, or static map layers. This map can be modified with other data layers.
- Data Layer Panel – Show or hide data layers to refine the map view.
- Event Information Display – View details associated with each icon on the map.
- Historical Map – View a 90-day lookback of radio locations, CAD incidents, service requests, or emergencies. An export tool extracts the recreated timeline to KML format to view in Google Earth or ESRI ArcGIS Pro. The Location Replay feature enables the historic path of a device’s location. Aware’s Historical Map view enables users to interact with video assets that were available during the selected, historical time-frame. If the camera (and its relative VMS) has the ability to play recorded footage, the

recorded footage of the selected time frame can be played in Aware's Video Module directly from the Historical Map.

- Breadcrumbs – Track individual APX user radios. Tracking begins at the time the action is toggled on. Devices can provide up to the last 30 minutes of live movement.

### **Geographic Information System (GIS) Data Set**

CommandCentral Aware integrates with hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the intelligent map display. This enhances workflow details driven by geography and the metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries, including nearby items and geographic boundaries. This geospatial processing enables intelligence-driven analysis in order to focus on the concentrated area of concern and orientate those responding.

- ◆ Data sets help users to:
  - Refine displayed data based on the geographic area defined per user. Data includes area, beat, sector, precinct, zone, or quadrant.
  - Find nearby entities by predefined distance. Parameters include closest camera while in route, closest cameras to an event - CAD, gunshot detection, alert.
  - Determine road blockages caused by traffic jams, flooded roadways, or other obstacles.

### **Weather Integration**

CommandCentral Aware includes integration with Weather services. This integration provides customized weather-driven services. Services include site-specific forecasts, severe-weather warnings, historical data, and custom analytics. Weather services also provides the following data:

- Location key for the desired location.
- Forecast information for a specific location.
- Current Conditions data for a specific location.
- Daily index values for a specific location. Index availability varies by location.
- Radar and satellite images.

### **Rules Engine**

The Command Central Aware rules engine allows users to create rule-sets to trigger actions based on event types. For example, users can highlight rows in the Event Monitor and customize sound alerts for critical incidents. These visual and audio triggers reduce the number of steps needed to support an incident.

### **Floor Plan Integration**

CommandCentral Aware allows the ability to view building floor plans in the Map Module enabling users to see detailed building levels, switch between floors, and look for specific rooms or cameras on each floor. Clicking the map opens a floor plan widget at the bottom of the window where users can change the view between floors in a building. The Indoor Cameras Tool allows users to place cameras on the building floor it is located on, providing more granularity in locations where cameras are installed on multiple floors. Floor plan files must be in AutoCAD DXF format to be supported by CommandCentral Aware. There are twenty five (25) floors included with CommandCentral Aware. Each additional floor will incur an additional cost.

## 1.3 COMMANDCENTRAL AWARE INTEGRATIONS

CommandCentral Aware can integrate with various tools and solutions, described in the sections below.

### **APX NEXT SmartLocate Integration**

APX NEXT SmartLocate integration provides dispatchers with accurate location data over a broadband network. This location data, combined with CommandCentral Aware functionality, enables better tracking of field personnel and improved situational awareness. SmartLocate quickly sends GPS coordinate updates and location information from the field to dispatchers, providing a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and allocate resources in the most efficient way possible. Broadband connectivity increases the frequency of location reporting beyond the capability of an LMR system. This improves location accuracy and enables more users to be tracked. The CommandCentral Aware tool set features many location triggers, including time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

### **Computer Aided Dispatch (CAD) Integration**

CommandCentral Aware integrates with CAD systems to provide CAD status and event monitor capabilities. The CAD status monitor allows users to see a listing of incidents (event type, location incidents, narrative, priority, status, geographic area, and location of devices or units). The application consumes event-driven data from multiple CAD systems, allowing for real time assessment with other relevant data published to the platform, such as officer location, alarms, alerts, tips, tactical information, voice, and video.

### **Vigilant License Plate Recognition (LPR) Integration**

CommandCentral Aware integrates with the Vigilant LEARN solution, which enables search and analysis of Vigilant LPR detections within the Aware Map Module. When a license plate detection displays in real-time on the Aware map, the license plate can be searched directly from the CommandCentral Aware interface enabling you to see previous historical detections (time, date, location) and additional details associated with the license plate. With an existing Vigilant LEARN subscription, users can analyze and research the LPR hit for more information and research the plate from the LEARN database.

### **CommandCentral Evidence Integration**

CommandCentral Aware integrates with CommandCentral Evidence. This cloud-based digital evidence management application streamlines collecting, securing, and managing multimedia evidence content. This application simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified storage framework. Users can upload digital evidence from a variety of sources to CommandCentral Evidence to quickly build cases.

Evidence is easy to search, correlate, and review alongside other case-related information from the RMS/CAD database. Relevant content can be marked and sorted to quickly locate critical information from a centralized touchpoint. This allows personnel to make informed decisions from a more organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

CommandCentral Aware users can clip videos from live or recorded video streams from CommandCentral Aware, define a start and end time for the video clip, tag the clip with an incident ID, and save a copy of the video directly to CommandCentral Evidence. This workflow is streamlined



from the CommandCentral Aware application. Native metadata from the camera source (time, date, GPS location) are automatically copied over to the video stored within Evidence. CommandCentral Aware users can easily switch over to Evidence to perform redactions, share with external judicial partners or the public, or perform other digital evidence management tasks. Since CommandCentral Aware and Evidence both exist within the CommandCentral ecosystem, Single Sign-on is used avoiding the need for separate logon credentials.

## 1.4 VIDEO MANAGEMENT SYSTEM COMPONENT DESCRIPTIONS

As part of CommandCentral Aware, the Video View module consumes video content from a variety of Video Management Systems (live and recorded, fixed and mobile). Each VMS offers a variety of tools via an SDK. These tools can include, but are not limited to, location, user-controlled Pan Tilt Zoom (PTZ), Digital Zoom, Image Capture, Video rewind and export clip, and historic search of recorded video. These features improve productivity and increase responder safety.

The Video View module can also consume video analytics of automated license plate recognition and object detection. These capabilities refine video feeds to accurately assess detail that the eye may not see, further enhancing the users experience within CommandCentral Aware. Component configuration within CommandCentral Aware allows for specific use case definition expanding automated intelligence into the application via:

- Workflow Configuration – Associate related data from different systems to get a comprehensive view of an incident or threat. Display nearby video sources based on CAD incident, sensor alarms, and provided third-party data alerts.
- Real-Time Video Streaming – Patrol the community or view an event in seconds by accessing up to 16 cameras simultaneously from video feeds via VMS. Users can reference the video source, date, time, and location, as well as customize camera groups for quicker access to particular locations.
- Camera Field of View – Define FOV and view on the map display. Users can toggle cameras off and on that may or may not be pointed in the direction of the incident.
- Video Camera Audit Log – Capture user interactions and record them in a log.

**Table -1: VMS Version and SDK Version Supported**

Vendor	VMS Version	SDK Version
Milestone XProtect	2016-2022	2020 R3

**Table -2: Supported Video Capabilities within CommandCentral Aware**

Feature	Description
Camera Import	Importing cameras and the directory tree from VMS to CommandCentral Aware.
Camera Location	Use coordinates stored in-camera custom fields at the NVR (or) pulls geo-location coordinates from the camera units. Specifically identified during installation.
PTZ	Control of pan, tilt, and zoom (PTZ) functions on capable camera units that have been imported into CommandCentral Aware.
PTZ Presets	PTZ cameras predefined pan, tilt, zoom values are applied to live feed.
Live Video	Direct feed from the camera as provisioned in the VMS system.

Recorded Video	Playback video from the archive.
Live Snapshots	Perform a screen capture of the live scene to send as an attachment via messaging service.
Recorded Snapshots	Isolate and capture a section of the recorded video to be distributed by the messaging service.
Recorded Fast Forward	Display frame recorded sample at a faster rate playing forward.
Record Fast Backward	Display frame recorded sample at a faster rate playing backward.
Recorded Video Export	Ability to prepare a video clipping for export to messaging or evidence collection.

## 1.5 COMMANDCENTRAL AWARE TECHNICAL DISCOVERY REQUIREMENTS

In order to prevent delay in the implementation, Customer must provide the information required in the table below at the time of Project Kickoff for each interface/integrated system.

**Table -3: Aware Technical Discovery Requirements**

	Customer Provided	Motorola Confirmed
<b>Additional Information for Virtual Machine (VM) Access</b>		
Remote access to Cloud Anchor Server		
Data Interface VM requirements		
Video Interface VM requirements		
<b>Interfaces (Required for each Interface)</b>		
Manufacturer and Current Software Version		
Confirm API/SDK Availability		
Provide IP Addresses		
Provide Data format		
Provide Data Frequency (Peak & average events & content)		
Provide Operational aspects (data latency, key fields/information, # inputs)		
Data path factors (bandwidth, NAT, latency, jitter)		
Additional VMS Interface Requirements		
Number of Cameras connected to each VMS		
VMS Archive and Archiver to Aware Client		
Provide GPS Coordinates for each camera		
<b>Integration</b>		
Customer IP Network layout (Traffic segmentation, NAT required?)		
Active Directory and Email policies		

	Customer Provided	Motorola Confirmed
Customer Third-Party IP Network Connections (Schools, Fire, Traffic)		
Remote Access Policy/Procedures		
Who owns/maintains each Customer network/firewalls?		
<b>Additional Information Required for Integration with CAD &amp; ALPR Systems</b>		
Data delivery latency rate		
Data interface type		
Fileshare/Dump		
Webservices		
SOAP/REST		
SQL Extraction		
Database IP Address, Login Credentials, DB Version		
Data volume (calls per service, peak event rates)		
Data Fields		
CAD event Geolocation data availability		
AVL/ARL data available?		
Event Types		
Icons		
Others(?)		
<b>Additional Information Required for Integration with Streaming Servers</b>		
Mobile data terminal types:		
Manufacturer		
OS version		
Wireless Access		
VPN Connectivity to Core?		
Validate Data Ingestion (may require system expansion**)		

## 1.6 HARDWARE ENVIRONMENT AND NETWORK REQUIREMENTS

Motorola Solutions will work with the Customer IT personnel to verify that connectivity meets requirements. The Customer will provide the network components.

**Table -4: Cloud Anchor Server Installation Requirements**

<b>Installation Requirements</b>
One rack unit per Cloud Anchor server.
Two circuits to distribute power to the server rack (dual power supplies).
UPS (Uninterruptible Power Supply) at the site where the Cloud Anchor server and CommandCentral Aware workstations will be installed.

Installation Requirements	
Customer provided Internet access and Remote Access Capability	
Minimum 1.1Mbps between Cloud Anchor Server and CommandCentral Aware platform	

**Table -5: CommandCentral Aware Network Requirements**

Component	Description
IP Address	Three static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Server.
Network Port	One network port for each VMS server. One network port for each VMS analytics appliance.
Network	Customer provided Internet access and Remote Access Capability
Minimum bandwidth	1.1Mbps between Cloud Anchor Server and CommandCentral Aware platform

Low latency is critical for real-time operations. The speed with which data appears on the CommandCentral Aware display depends in large part on how quickly the information is presented to the CommandCentral Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event to when that event information is presented to Aware from the source application (CAD, AVL, ALPR). Although CommandCentral Aware strives to provide near-real-time performance, Motorola Solutions provides no guarantees as to the speed with which an event (or video stream) appears in the application once the event is triggered.

**CommandCentral Aware Design Limitations**

- A maximum of 3,000 icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum of 5,000 radios supported per server.
- A maximum of 20,000 total fixed cameras can be supported per CommandCentral Aware instance.

**Vigilant LPR Requirements**

- ◆ Bandwidth requirements include the following:
  - 1 Gbps hardwire switched network between the Vigilant server and Cloud Anchor.
  - Upload of ALPR data to the LEARN back office requires approximately 350 Kbps for each scan per second. Depending on maximum scan volume, the maximum bandwidth may need to be adjusted.
  - The RTSP video feed from cameras requires a 1Gbps hardwire switched network device to allow for data communications exceeding four connected cameras.
- ◆ Firewall requirements include the following:
  - CommandCentral Aware clients will need access to the IP addresses of the Cloud Anchor and Vigilant servers (access to cloud platform endpoints).
  - Ports that need to be open are TCP 80, TCP 443, TCP 3310 (or custom SQL Database Engine listening port that might have been configured for security reasons).
  - The basic service requirements of the system through a firewalled environment consist of HTTPS web-based calls to a cloud back-office solution (LEARN) with S3 image storage, typically, through a mobile broadband endpoint. A local IP listener for RTSP video stream is used from cameras with TCP communications.

- Ingress requirements (firewall traffic in). For Wireless Broadband communications, we require TCP port 443 to communicate with the LEARN server backoffice to receive acknowledgement responses from the client. Camera Communications: TCP port 2000, 3000, 4000, 5000 (LAN/DSP).
- Egress requirements (firewall traffic out). For Wireless Broadband communications, the ALPR client requires TCP port 443 to communicate with the LEARN server backoffice. The HTTPS protocol is primarily used to communicate over TLS 1.0, 1.1, or 1.2 with 128-bit encryption ciphers or better. This allows for the upload of ALPR data to the LEARN web services and request for data from the LEARN services and Google Maps.

### **Broadband Locating Requirements**

Broadband devices require a data subscription. The broadband subscription is not included in the price of the CommandCentral Aware offer. Android and iOS devices will require Motorola Solutions client software to be installed on each device.

### **Broadband Infrastructure Requirements**

Broadband networks should provide connectivity over 4G LTE, or fourth-generation mobile data technology Long-term Evolution, as defined by the International Telecommunication Union's Radio Sector (ITU-R) and/or Wi-Fi defined as IEEE Standard 802.11 (preferably 802.11ac or 802.11n).

## **1.7 CJIS AND COMPLIANCE**

At Motorola Solutions, we believe compliance is a team effort. As our customers' partner in compliance, we employ privacy and security protocols that enable our customers to comply with the most stringent legal and regulatory requirements. In addition, we build on a strong foundation with an Azure architecture designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

Motorola Solutions employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola Solutions safeguarding of customer data, comprehensive third-party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports are available. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management) are available. Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations are completed.

Motorola Solutions understands our customers' critical need to safeguard the lifecycle of Criminal Justice Information. To support that need, Motorola Solutions designs its products and services to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and we commit to the terms of the CJIS Security Addendum. With a dedicated team of CJIS compliance professionals, we assist our customers through administering and coordinating CJIS-compliant personnel credentialing, providing documentation assistance in connection with CJIS audits, and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.

## 1.8 COMMANDCENTRAL INTERFACES

CommandCentral Aware Table 1-4 provides a list of the specific interfaces included in this solution, an indication of data direction, and the point of installation.

### Data Direction

- **Outbound (O)** – Motorola Solutions system will send data to an external receiver.
- **Inbound (I)** – Motorola Solutions system will receive data from an external source.
- **Bi-directional (B)** – Motorola Solutions system will send data to an external receiver and receive data from an external source.

### Installation Point

- Primary System (**P**).
- Client (**C**).

Interface technical information, inclusive of data elements, will be provided prior to contract.

**Table -6: System Interfaces**

Interface Name	Data Direction	Installation Point
Milestone Xprotect VMS	I	P
Superion CAD	I	P

CommandCentral interfaces are dependent on the functionality made available to Motorola Solutions by Customer’s third-party system. Customer is responsible for providing connectivity to the third-party system via the SDK, API, or other Motorola Solutions-approved access. Customer is also responsible for providing access to third-party systems such as support agreement support as this might be required to investigate, test, and complete the system integration.

# STATEMENT OF WORK

## 1.1 INTRODUCTION

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions (“Motorola”) system as presented in this offer to City of Greenville (hereinafter referred to as “Customer”). When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work is performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing Project Schedule. Any changes to the governing Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors’ SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

### 1.1.1 Award, Administration and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and the Customer.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct twice monthly one-hour remote status meetings with the Customer Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the Customer Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed upon mitigation actions.

### 1.1.2 Completion and Acceptance Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

## 1.2 PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### 1.2.1 Motorola Project Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be appointed to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies Motorola's project team will provide services remotely via teleconference, web-conference or other remote method in fulfilling its commitments as outlined in this Statement of Work. Motorola project team resources will be on site at the Customer location when fulfilling commitments that are crucial to project success as noted in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. There may be other personnel engaged in the project under the direction of the Project Manager. The following provided descriptions of the primary roles engaged in the delivery of the project. One or many resources of the same type may be engaged as needed throughout the project.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

#### **Project Manager**

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

1. Manage the Motorola responsibilities related to the delivery of the project.
2. Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
3. Manage the Change Order process per the Agreement.
4. Maintain project communications with the Customer.
5. Identify and manage project risks.
6. Collaborative coordination of Customer resources to minimize and avoid project delays.
7. Measure, evaluate, and report the project status against the Project Schedule.
8. Conduct remote status meetings on a mutually agreed basis to discuss project status.
9. Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
10. Provide timely responses to issues related to project progress.



### **Solutions Architect**

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. They confirm the delivered technical elements meet contracted requirements. They are engaged throughout the duration of the delivery.

### **Customer Success Advocate**

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.

### **Customer Support Services Team**

The Customer Support Services team will provide ongoing support following commencement of beneficial use of the Customer's System(s) as defined in Customer Support Plan.

## **1.2.2 Customer Project Roles and Responsibilities Overview**

The success of the project is dependent on early assignment of key Customer resources. It is critical these resources are empowered to make provisioning decisions based on the Customer's operational and administration needs. The Customer project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation.

### **Project Manager**

The Project Manager will act as the primary Customer point of contact for the duration of the project. In the event the project involves multiple agencies, Motorola will work exclusively with a single Customer assigned Project Manager (the primary Project Manager). This includes the management of any third party vendors that are Customer Subcontractors. The Project Manager's responsibilities include:

1. Communicate and coordinate with other project participants.
2. Manage the Customer project team including timely facilitation of efforts, tasks, and activities.
3. Maintain project communications with the Motorola Project Manager.
4. Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
5. Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
6. Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
7. Measure and evaluate progress against the Project Schedule.
8. Monitor the project to ensure resources are available as scheduled.
9. Attend status meetings.

10. Provide timely responses to issues related to project progress.
11. Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
12. Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
13. Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
14. Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one representative(s) from the IT department.
15. Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates as well as approve and release payments in a timely manner.
16. Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel if required for access to facilities.
17. Ensure remote network connectivity and access to Motorola resources.
18. As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
19. Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
20. Ensure a safe work environment for Motorola personnel.
21. Provide signatures of Motorola-provided milestone certifications and Change Orders within five (5) business days of receipt.

### **Transformation Lead**

The Transformation Lead, who may or may not be your Project Manager, must be able to holistically represent your organization and be able to work cross functionally between Motorola, your organization, and all stakeholders involved in the delivery of your new system. The Transformation Lead must be empowered to acknowledge the resource and time commitments required of your organization and authorize Motorola to proceed with scheduling the Project Kickoff event.

### **System Administrator**

The System Administrator manages the technical efforts and ongoing tasks and activities of their system as defined in the Customer Support Plan (CSP).

### **IT Personnel**

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

### **Additional Resources**

Additional resources, such as trainers and database administrators may also be required.

### **User Agency Stakeholders**

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide

provisioning inputs to the SMEs if operations for these agencies differ from that of the Customer agency.

### 1.2.2.1 General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for:

1. All Customer-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.
2. Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project. The Customer is responsible for providing Application Programming Interface (API) documentation to those systems that document the integration process for the level of interface integration defined by Motorola.
3. Initiate, coordinate, and facilitate communication between Motorola and Customer's third-party vendors as required to enable Motorola to perform its duties.
4. Active participation of Customer Subject Matter Experts (SME's) in project delivery meetings and working sessions during the course of the project. Customer SME's will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
5. The provisioning of Customer GIS data as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
6. Electronic versions of any documentation associated with the business processes identified.
7. Providing a facility with the required computer and audio-visual equipment for training and work sessions as defined in the Training Plan.
8. Ability to participate in remote project meeting sessions using Google Meet.

### 1.2.3 Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and on-going operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, we will work with you to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with your designated resource to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness in preparation for the Project Kickoff meeting.

### **Motorola Responsibilities**

1. Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review teleconference.
2. Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third party engagement/considerations (as applicable).
3. Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
4. Discuss the online Learning Management System (LMS) training approach.
5. Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
6. Discuss the CommandCentral Solution Discovery Requirements checklist and verify Customer has a copy of the checklist.
7. Coordinate enabling designated Customer administrator with access to the LMS and CommandCentral Admin Console.

### **Customer Responsibilities**

1. Provide Motorola with the names and contact information for the designated LMS and application administrators.
2. Collaborate with the Motorola PM and set the Project Kickoff meeting date.

## **1.2.4 Project Kickoff Teleconference**

The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

### **Motorola Responsibilities**

1. Conduct a project kickoff teleconference.
2. Validate key project team participants attend the meeting.
3. Introduce all project participants.
4. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
5. Review the overall project scope and objectives.
6. Review the resource and scheduling requirements.
7. Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
8. Request third- party API, SDKs, data schema and any internal and third- party documents necessary to establish interfaces with local and remote systems.
9. Verify Customer Administrator(s) have access to the LMS and CommandCentral Admin Console.

### **Customer Responsibilities**

1. Validate key project team participants attend the meeting.
2. Introduce all project participants.

3. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
4. Provide VPN access to Motorola staff to facilitate delivery of services described in this Statement of Work.
5. Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.
6. Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.
7. Provide the contact information for the license administrator for the project. I.e. IT Manager, CAD Manager, and any other key contact information as part of this project.
8. Validate access to the LMS and CommandCentral Admin Console.
9. Provide the information required in the CommandCentral Solution Discovery Requirements checklist.

## 1.3 CONTRACT DESIGN REVIEW (CDR)

### 1.3.1 Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach and contractual obligations of each party. The CDR commences upon conclusion of the Project Kickoff session.

Any changes to the contracted scope can be initiated via the change provision of the Agreement.

#### **Motorola Responsibilities**

1. Review the Ordering Documents: System Description, Statement of Work and Project Schedule.
2. Review the technical, environmental and network requirements of the system.
3. Review the initial Project Schedule and incorporate Customer feedback resulting in the implementation project schedule. The project schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
4. Review and order contacted hardware.
5. Review the functional demonstration process for CommandCentral Solution and interfaces.
6. Request shipping address and receiver name.
7. Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.
8. Review the information in the Customer provided CommandCentral Solution Discovery Requirements checklist.
9. Grant Customer Administrator with access to CommandCentral Admin Console.
10. Grant Customer LMS Administrator with access to the LMS.

11. Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

### **Customer Responsibilities**

1. Project Manager and key Customer assigned designees attend the meeting.
2. Provide network environment information as requested.
3. Providing shipping address and receiver name.
4. Provide locations and access to the existing data and video equipment that will be part of the CommandCentral system per the Agreement.

### **Completion Criteria**

The CDR is complete upon Customer receipt of the CDR Summary report.

## **1.3.2 Interface Delivery Review**

The objective of the interface delivery review is to discuss the contracted interface, collect network information, API, and access credentials required to connect to third party systems, and document specific configuration parameters.

### **Motorola Responsibilities**

1. Discuss the need for additional information such as third- party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces.
2. Conduct reviews of the interface to explain how each function as well as any dependency on third-party API, SDKs, data schema and any internal and third-party documents necessary to establish interfaces with local and remote systems.
3. Review the functional interface demonstration process.
4. Add interface related details to the CDR Summary Report.

### **Customer Responsibilities**

1. Provide all required 3rd. party API and SDK licensing and documentation for Customer's existing systems such as CAD and Video Management Systems.
2. Make knowledgeable individuals available for the interface reviews.
3. As applicable, test any existing equipment and/or any 3rd. party equipment with which Motorola equipment will interface to validate connectivity with the Motorola system.
4. Discuss information on third-party API, SDKs, data schema and any internal and third- party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting so as not to impact the project schedule.
5. Provide software required for the support of interfaces that have not been contracted for through Motorola.
6. Establish network connectivity between the CloudConnect Server and all third-party interface demarcations included as part of this project.
7. Provide input on the current use of the interface and verify the functional specification in the ISD meets the use case or identify desired changes to the specifications.

8. Facilitate communications and assist with resolution of issues that arise between Motorola and the Customer's third-party vendor(s).
9. Assume costs associated with efforts required of the third-party vendors, which may include professional services, API/SDK fees, Non-Disclosure Agreements, licenses, and configuration or development, if necessary, to support desired interface functionality.

**Completion Criteria**

The interface delivery review is considered complete upon Motorola adding additional interface information to the CDR Summary Report.

## 1.4 HARDWARE/SOFTWARE

Hardware and software activities account for the procurement, staging and configuration of server hardware.

### 1.4.1 CloudConnect Server Staging

The objective of this activity is to install the software components on the server procured by Motorola at our staging facility. The server will be tested and verified to be operational in a staged environment. Once validated, the server will be packaged and shipped to the Customer's location for installation.

**Motorola Responsibilities**

1. Order contracted server related components for delivery to the staging facility.
2. Install and configure system software.
3. Ship staged system to the Customer's installation site.

**Customer Responsibilities**

1. Receive the staged server and securely store it until Motorola installation.
2. Provide power and assign network IP addresses. Provide backup power, as necessary.
3. Provide network connectivity between the various networks.
4. Provide acknowledgement of receipt of delivered equipment.

**Motorola Deliverables**

Title/Description
Equipment Inventory
Staged System Delivery

### 1.4.2 Workstation Installation and Configuration

The objective of this activity is to configure and install the Motorola provided workstation and monitors.

**Motorola Responsibilities**

1. Procure the workstation and monitor hardware.

2. Verify remote access capability after Motorola completes physical installation.
3. Perform physical installation of the CommandCentral Aware workstations. Connect to power and network. Assign IP addresses for the network.

### **Customer Responsibilities**

1. Provide a dedicated delivery point for receiving, inventory and storage of equipment.
2. Receive and inventory contracted equipment (reference equipment list).
3. Provide remote access to the CommandCentral Aware workstations.

## **1.5 INTERFACES AND INTEGRATION**

The installation, configuration and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

### **1.5.1 Integration Activities**

Proprietary processes enable the transfer and receipt of data between Motorola systems as described in the System Description.

#### **Motorola Responsibilities**

1. Establish and validate connectivity between the Motorola systems.
2. Validate each system can transmit and/or receive data.

ANY INTEGRATION SPECIFIC DEPLOYMENT TASKS (WILL COME FROM THE SA)

#### **Customer Responsibilities**

1. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
2. Provide network connectivity between the Motorola systems.

### **1.5.2 ASTRO 25 Location Integration**

#### **Motorola Responsibilities**

1. Configure connection between CloudConnect Server and the existing ASTRO 25 Intelligent Middleware (IMW) system.
2. Perform a remote IMW software upgrade (if required for compatible version).
3. Configure IMW location reporting parameters. The location reporting configuration will include location on PTT, location on Emergency, and location on demand. Provision subscribers' software licenses as needed.



### **Customer Responsibilities**

1. Provide IMW system.
2. Programming the subscriber fleet to support the GPS Location functionality.

## **1.5.3 CommandCentral Solution Geospatial Mapping Configuration**

### **Motorola Responsibilities**

1. Installation and configuration of the connection to the Customer mapping system, (i.e. ESRI online, ESRI server, or static map layers).
2. Add camera locations to ESRI system map and configure hot links within CommandCentral Solution system.
3. Test mapping layers and links to validate CommandCentral Solution is accessing and utilizing Customer published GIS data.

### **Customer Responsibilities**

1. Provide access to ESRI/GIS system and/or GIS personnel.
2. Provide published GIS map layers.
3. Work with Motorola staff to publish specific maps beneficial to the Customer analysts.

### **Completion Criteria**

CommandCentral Solution Geospatial Mapping configuration is complete.

## **1.5.4 CommandCentral Aware Floor Plans Configuration**

### **Motorola Responsibilities**

1. Import the floor plans into CommandCentral Solution.
2. Add camera locations to floor plan(s) and configure hot links within CommandCentral Solution system.
3. Test floor plan layers and validate CommandCentral Solution is accessing and utilizing floor plans in the correct location and orientation.

### **Customer Responsibilities**

1. Provide floor plan files in the acceptable formats.

### **Completion Criteria**

CommandCentral Solution Floor Plans configuration is complete.

## **1.6 COMMANDCENTRAL PROVISIONING**

### **1.6.1 CommandCentral Solution**

Motorola will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

### **Motorola Responsibilities**

1. Using the CommandCentral Admin Console, provision users, groups, rules and based off Customer Active Directory data.

### **Customer Responsibilities**

1. Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
2. Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

### **Completion Criteria**

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

## **1.6.2 CommandCentral Evidence**

Configured to provide the end-to-end solution for the Customer.

### **Motorola Responsibilities**

1. Conduct an interactive workshop with the Customer designed to provide an understanding of operational needs, workflow, environment, and industry best practices, including the following:
  - A. User Groups and Permissions.
  - B. Review agency policy for use in training.
  - C. Case/Incident Tags.
  - D. Retention Policies.
  - E. Default Sorting.
2. Optimize initial configuration of CommandCentral Evidence Modules.
3. Create default views for Customer-focused workflows.
4. Check for Chrome browser compatibility on Customer workstations.

### **Customer Responsibilities**

1. Determine the Customer's standard operating procedures and workflow for using CommandCentral Evidence.
2. Engage the knowledgeable prosecutors' office(s) to participate in the interactive workshop.
3. Download Motorola Mobile Capture App from App Store
4. Determine if video can be uploaded to CommandCentral Evidence via Wi-Fi and cellular network or Wi-Fi only.
5. Set confirmation parameters in CommandCentral Admin.
6. Determine specific video resolution or a range of resolutions.

### **Completion Criteria**

Work is considered complete upon Motorola completing the browser compatibility check.

## 1.7 COMMANDCENTRAL ONLINE TRAINING

CommandCentral training is made available to via Motorola Solutions Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

### Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LMS Administrators on:
  - Adding and maintaining users.
  - Adding and maintaining Groups.
  - Assign courses and Learning Paths.
  - Running reports.

### Customer Responsibilities

- Go to <https://learningservices.Motorola Solutions.com> and request access if you do not already have it.
- Complete LMS Administrator training.
- Advise users of the availability of the LMS.
- Add/modify users, run reports and add/modify groups.

### Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided LMS Administrator instruction.

Panorama – A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LMS that are generally used to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

## 1.8 COMMANDCENTRAL PROFESSIONAL CONSULTING SERVICES

Professional Consulting Services provide the Customer an opportunity to utilize Motorola subject matter experts as needed to address operational concerns: impromptu training, process re-engineering or one on one personalized support.

### **Motorola Responsibilities**

1. Conduct a discovery teleconference with Customer's PM to understand the Customer needs prior to scheduling on-site service.
2. Provide Customer with a summary of the needs discussed during the teleconference that serve as the focus for the on-site service delivery.
3. Upon agreement of the focus of on-site service, schedule a mutually agreeable date for delivery of on-site service.
4. Provide six days total spread across two trips of on-site service Monday through Friday, 8:00 am to 5:00 pm Customer time.
5. Provide Customer with a summary report of the activities completed as part of on-site service delivery.

### **Customer Responsibilities**

1. Participate in the discovery teleconference and agree to objectives.
2. Schedule a mutually agreeable date for delivery of on-site service.
3. Coordinate availability of people or resources required for Motorola to fulfill the focus of on-site service.

### **Completion Criteria**

Work is considered complete upon Motorola providing Customer with the summary report.

## **1.9 PRODUCT VALIDATION**

The system is exercised throughout the delivery of the project by both Motorola and the Customer via provisioning and training activities. To solidify Customer confidence in the system and prepare for user operation, Motorola will perform prescribed system validations in accordance with a Product Validation Plan.

### **1.9.1 Functional Demonstration**

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

#### **Motorola Responsibilities**

1. Update functional demonstration script.
2. Provide script to Customer for review and acknowledgement.
3. Conduct functional demonstration.
4. Correct any configuration issues impacting access to cloud based features; i.e. map display, location updates, video display and/or interface and integrations.
5. Create a summary report documenting the activities of the functional demonstration and any corrective actions taken by Customer or Motorola during the demonstration.
6. Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

### **Customer Responsibilities**

1. Review and agree to the scope of the demonstration script.
2. Witness the functional demonstration and acknowledge its completion.
3. Resolve any provisioning impacting the functional demonstration.
4. Provide Motorola with any requests for feature enhancements.

### **Completion Criteria**

Conclusion of the functional demonstration.

## **1.9.2 Interface Validation**

The objective of Interface Validation is to verify that the installed interfaces perform in accordance with what is presented in the System Description.

Motorola is not responsible for issues arising from lack of engagement of third-party and/or Customer resources to perform work required to enable/provision and/or configure an interface to a third-party system, or troubleshooting any issues on the Customer's third-party systems.

Interfaces that cannot be tested due to connectivity issues to external systems, or the unavailability of Customer's third-party system will be demonstrated to show that Motorola's portion of an interface is enabled to send and/or receive data that supports the interface experience. In such cases, Motorola demonstrating the elements within Motorola's control will constitute a successful demonstration and completion of the demonstration task.

### **Motorola Responsibilities**

1. Conduct Interface Validation demonstration.
2. Develop remediation plan for anomalies that do not align with Motorola's stated System Description.

### **Customer Responsibilities**

1. Provide access to a resource with access to the interfacing system to validate functionality.
2. Witness the execution of the demonstration and acknowledge successful completion.
3. Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).

### **Motorola Deliverable**

Title/Description
Remediation Plan/Schedule for documented anomalies, as required

## **1.10 COMPLETION MILESTONE**

Following the conclusion of delivery of the functional demonstration the project is considered complete and the Software System completion milestone will be recognized.

## 1.11 TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure Video-as-a-Service has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at [CommandCentralCS@motorolasolutions.com](mailto:CommandCentralCS@motorolasolutions.com).

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing [support-commandcentral@motorolasolutions.com](mailto:support-commandcentral@motorolasolutions.com).

### Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.

### Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

### Completion Criteria

Conclusion of the handover to support and the implementation project is complete.

## 1.12 VIDEO ANALYTICS SOLUTION

### SOLUTION OVERVIEW

Motorola Solutions' ("Motorola") in partnership with BriefCam is pleased to provide this proposal to the City of Greenville for a BriefCam Investigator Appliance solution. Our solution will be providing the software, server hardware, implementation and optimization services, training and support for one year.

This document provides an overview of the components and pricing for the proposed BriefCam Investigator solution for the City of Greenville.



REVIEW: Video Synopsis with Search

## 1.13 BRIEFCAM SOLUTION DESCRIPTION

BriefCam Investigator’s unique fusion of computer vision and Deep Learning technologies, together with its patented Synopsis® application, enables video investigators to review hours of video in just minutes and rapidly pinpoint people and objects of interest.

The BriefCam Investigator Appliance is a plug-and-play, all-in-one solution that serves as an invaluable asset for investigators by helping law enforcement achieve a faster time to target by summarizing the activities in the scene and increased awareness of the incidents. The appliance can also be used for traffic optimization, loss prevention, crowd management and much more.

The BriefCam Investigator Appliance provides the following capabilities:

- Single User Single System Video Investigation
- Full suite of tools for video search:
- Search by object type such as man, woman, car, truck, or bicycle.
- Search by attributes such as color and size
- Search by behavior such as path of travel or stopping for a period of time.
- Import video files in standard formats from external sources such as DVDs and USB drives.

## 1.14 BRIEFCAM STATEMENT OF WORK

BriefCam agrees to provide the following software, products and services (collectively “Services”) for the benefit of Motorola or its customer:

- a. Protect Base Package;
- b. Protect Software SCC Renewal Year 1 – December 1<sup>st</sup>, 2022 – November 30<sup>th</sup> 2023:
  - (i) First, second, and third level support;
  - (ii) - Local Business Days: Using Support Portal 9am-5pm;
  - (iii) - Online Training Courses (LMS);
  - (iv) - Partner Access to Support Portal.
- c. 2U, 16 Cores, 2 GPUs, 256GB RAM;
- d. Implementation Pack - On-Site, Single Server;
- e. 8TB 7200RPM Serial ATA 6Gbps 512e 3.5in Hot-plug Hard Drive;
- f. 480GB Mixed-Use (M) SSD.

**1. Fees, Invoice and Payment**

The Fees for the Services will be as described in the Quote. Invoice and Payment will be in accordance with the terms of the Agreement.

**2. Project Management**

Each Party will identify in the table below a project manager to be the point of contact for all SOW details.

## 1.15 IMPLEMENTATION SERVICES

Motorola in joined effort with BriefCam, has included System Integration services to implement the BriefCam Investigator Appliance solution into the County's system as part of this proposal. These services include:

- Commissioning of the BriefCam Investigator Appliance.
- Installation and configuration of the appliance.
- Installation and programming of the BriefCam Investigator licenses.
- Testing of the appliance.
- BriefCam Investigator user training.
- Project Management for the project implementation.





# PROTECT & INSIGHTS DATASHEET

**BriefCam**

The BriefCam® comprehensive Video Content Analytics platform drives exponential value from surveillance camera investments by making video searchable, actionable, and quantifiable. Review hours of video in minutes; respond immediately to critical situational changes in the environment; and quantitatively analyze video to derive actionable insights for data-driven safety, security and operational decision making, all while effectively balancing sensitivity, accuracy and efficiency:

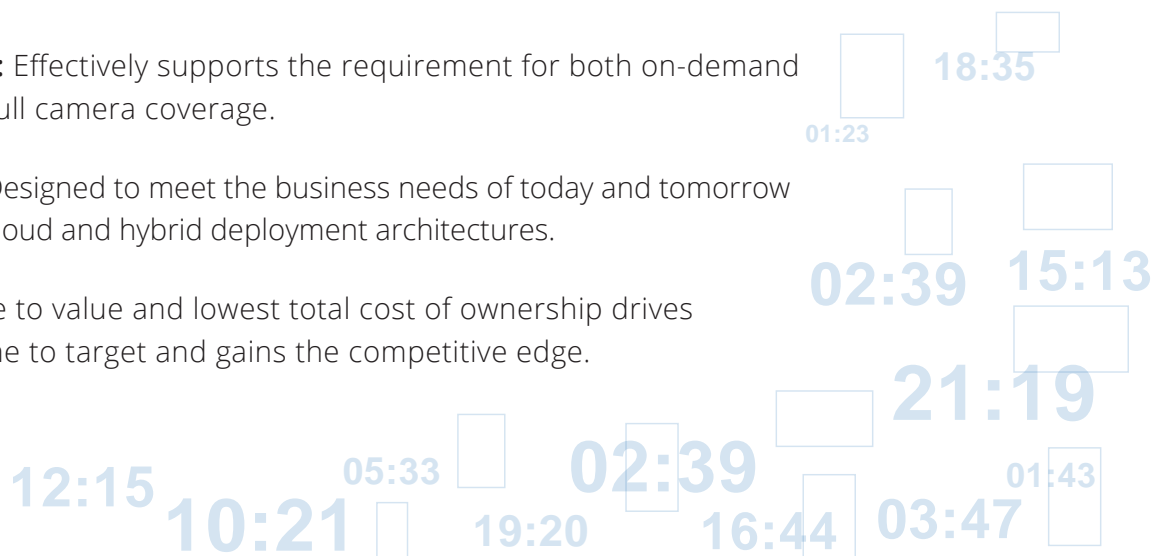
**INNOVATIVE & EXTENSIBLE PLATFORM:** A robust portfolio of critical video analytics capabilities fully integrated across the platform for a better together paradigm.

**UNMATCHED ACCURACY:** Leverage market leading accuracy for detection and classification across object classes, attributes, behaviors, as well as face and license plate recognition.

**SUPERIOR PERFORMANCE:** Effectively supports the requirement for both on-demand and real-time analytics for full camera coverage.

**FLEXIBLE ARCHITECTURE:** Designed to meet the business needs of today and tomorrow for centralized, distributed, cloud and hybrid deployment architectures.

**EASE OF USE:** Quickest time to value and lowest total cost of ownership drives productivity, accelerates time to target and gains the competitive edge.



# BRIEFCAM SOLUTIONS



## REVIEW

### Accelerate Investigations

**CASE MANAGEMENT:** Organize all video assets of an investigation in a single container, bookmark objects of interest, and summarize case findings (including all relevant exhibits) in an exportable report, while dynamically collaborating on cases with other users.

**VIDEO SYNOPSIS®:** BriefCam's VIDEO SYNOPSIS solution simultaneously presents objects that have appeared at different times within the video. The result is a dramatically shorter video segment that fully preserves the viewer's ability to analyze the scene, enabling the review of hours of video in minutes and sometimes seconds.

**MULTI-CAMERA SEARCH:** Powerful and advanced multi-camera search capabilities for all BriefCam search filters and Visual Layers.

**FACE RECOGNITION:** Accurate face recognition for rapidly pinpointing persons included or excluded in watchlists, based on images extracted from existing video or data uploads.

**LICENSE PLATE RECOGNITION:** Differentiated license plate recognition, designed especially for "in the wild" surveillance scenarios and ease of operation in finding license plates through watchlists, existing video or data uploads.

**LINE CROSSING:** Detect, filter and count objects that cross a demarcation in a pre-defined direction to drive perimeter protection and directional object count.

**APPEARANCE SIMILARITY:** Instantly locate people, vehicles, and other items of interest by searching for objects with similar attributes.

**VISUAL LAYERS:** Create visual analytics for activity, dwell time, common paths and background changes.

**FILTER TOLERANCE:** Adjust tolerance levels to refine search results.

**DENSITY & SPEED CONTROL:** Increase or decrease the number and speed of events shown at once.

**SORT CONTROL:** View events by relevance or by order of occurrence and easily zoom in on items of interest.



## RESPOND

### Attain Situational Awareness

**REAL-TIME ALERTS:** Trigger real-time, rule-based alerts for face recognition, line crossing, vehicles, people of interest and object count, in time sensitive situations.

**SMART ALERTS:** Respond to complex situational changes in the environment through buildable rule configurations, based on any number of search filters, including face and license plate recognition and more.

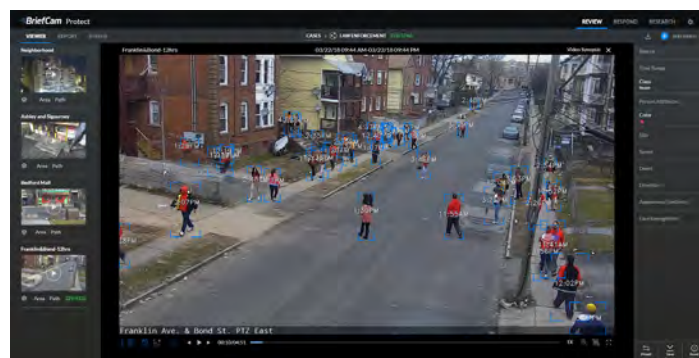
**PEOPLE COUNTING:** Configure count-based rules to monitor the increase or decrease of people in a pre-defined range of view or area - ideal for tracking queues and waiting areas.

**NOTIFICATIONS:** Send notifications to messaging services, and VMS alarms area. Integration with Genetec Security Center, Milestone XProtect, and IndigoVision Control Center.

**WATCHLISTS & RULE CONFIGURATION:** Create and share face and license plate watchlists and alert rules, for faces included or excluded in a watchlist as well as license plates included in a watchlist, enabling rapid notification of events in your environment.



REVIEW: License Plate Recognition with Search



REVIEW: BriefCam's VIDEO SYNOPSIS with Search

## RESEARCH

### Derive Operational and Business Intelligence

#### OPERATIONAL INTELLIGENCE PLATFORM:

Interactive, intuitive and easy to use dashboards for visualizing and analyzing data. Chart suggestions and insight advisor auto-generate and prioritize relevant data points and charts.

**HIGHLY CUSTOMIZABLE:** Out-of-the-box, extensible library of vertical-specific dashboards to visually represent object movement, demographic segmentations, behavior trending, hotspots and object interactions.

**PEOPLE COUNTING:** Gain insights about area occupancy, including queues, to optimize space utilization and traffic flows, uncover visitor statistics, and more.

**LICENSE PLATE RECOGNITION:** Visualize and analyze vehicle behavior patterns for improved traffic and asset management.

**THIRD PARTY DATA SOURCES:** Seamlessly correlate video analytics with third party data sources, such as Point of Sale, Time Management, and Access Control, for a uniquely informative view of your environment.

**VISUAL LAYERS:** Derive insights with visual layer trend analytics within RESEARCH dashboards.

## ADMINISTRATION

### Ease of Use

**CENTRALIZED DEPLOYMENT:** View and activate cameras, configure hosts, GPUs and services from a single web interface.

**FLEXIBLE SCHEDULING:** Schedule continuous, one-time, daily or weekly automatic video processing for each VMS video source, across all three platform modules.

**SSO COMPATIBILITY:** Support for secure third-party sign-on authentication.

**GDPR COMPLIANCE:** Easily delete or export personally identifiable data, enabling GDPR compliance.

## DEVELOPER TOOLS

### Better Together

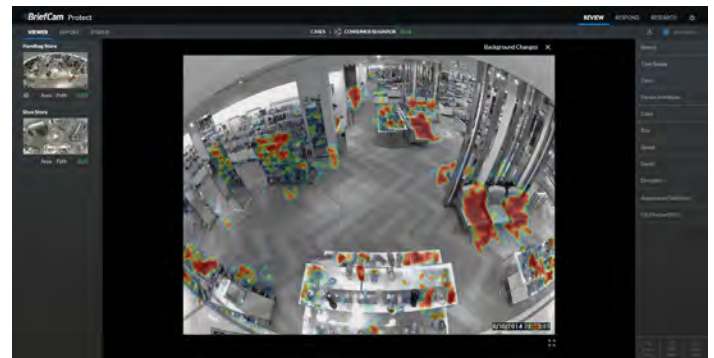
**VIDEO INTEGRATION API (VIA) PLUG-IN:** Enables integration with any VMS solution, including real-time (RSTP) video ingestion.

**UNIFIED OPEN API:** Enables developers to deepen the integration between third-party applications and BriefCam.

**RESPOND OUTBOUND API:** Enables integration of BriefCam alerts into third-party alerting infrastructures.

## BRIEFCAM AT WORK

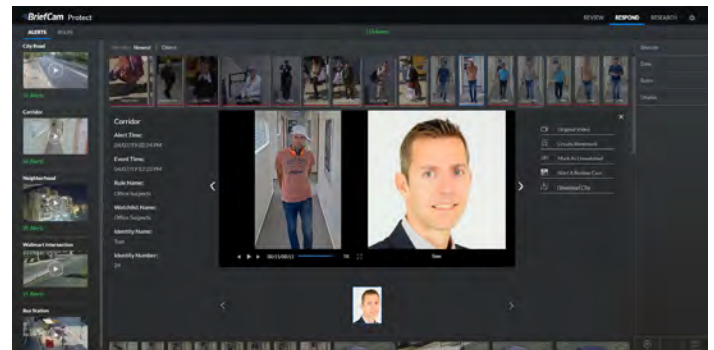
### Transforming Video into Actionable Intelligence



REVIEW: Visual Layers with Object Interaction



RESEARCH: Analysis with Third-Party Data Correlation



RESPOND: Real-time Alerts with Face Recognition

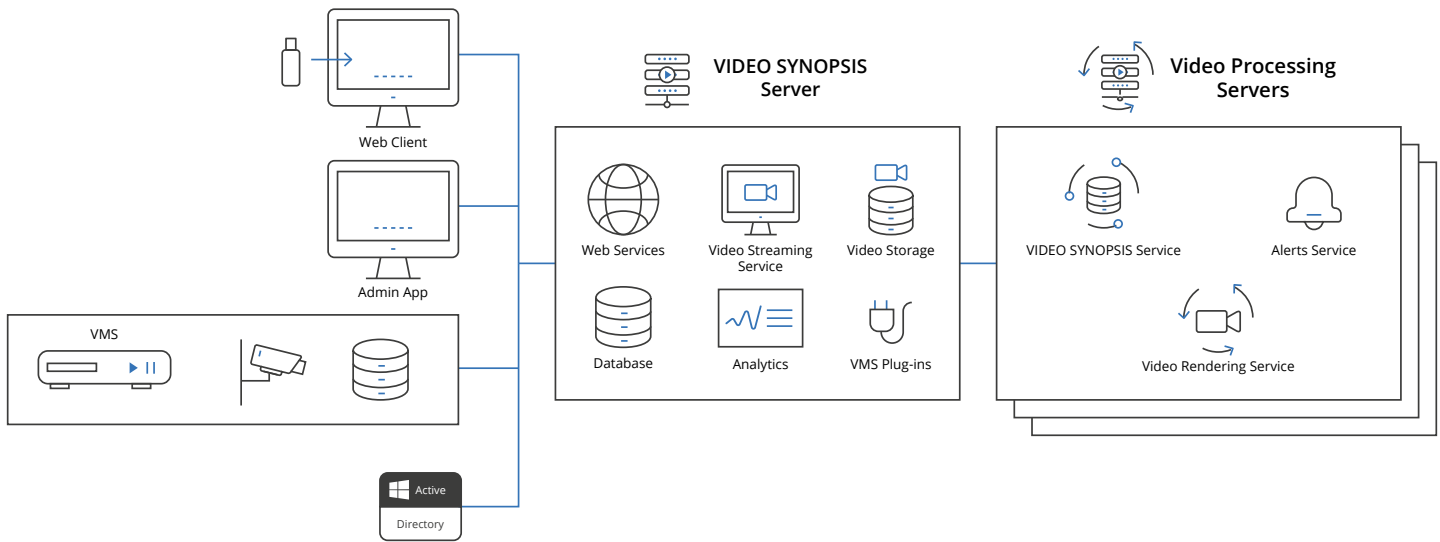
# PLATFORM ARCHITECTURE

## SOLUTION COMPONENTS

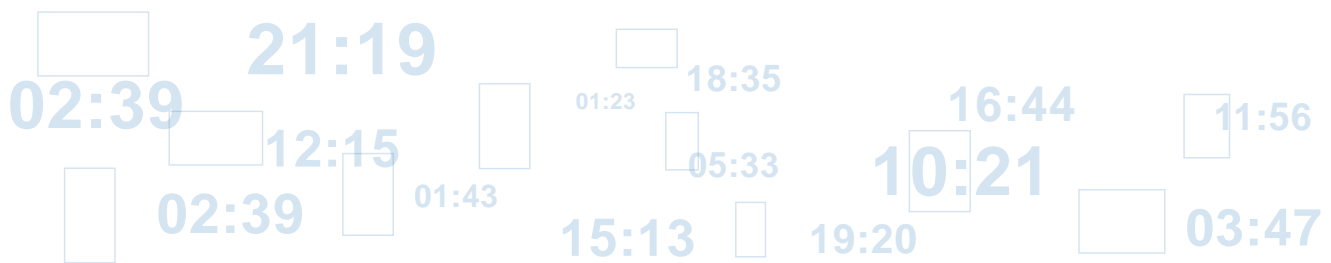
**BRIEFCAM'S VIDEO SYNOPSIS SERVER:** Responsible for web, video streaming, data analytics and aggregation services, metadata database, video file storage, load balancing, VMS plug-ins, and user management.

**PROCESSING SERVER:** Responsible for video decoding, rendering, object extraction and classification. Comprised of single or multiple GPU cards. Multiple servers can be deployed per site depending on video processing requirements.

## DISTRIBUTED ARCHITECTURE



PLATFORM EDITIONS				
INVESTIGATOR	INSIGHTS	RAPID REVIEW	PROTECT	MOBILE APP
File-based	VMS-based	VMS-based	File and VMS-based	VMS-based
REVIEW only	REVIEW, RESPOND, RESEARCH	REVIEW	REVIEW, RESPOND, RESEARCH	Select REVIEW capabilities
Single-user   Multi-user	Multi-user	Multi-user	Multi-user	Multi-user

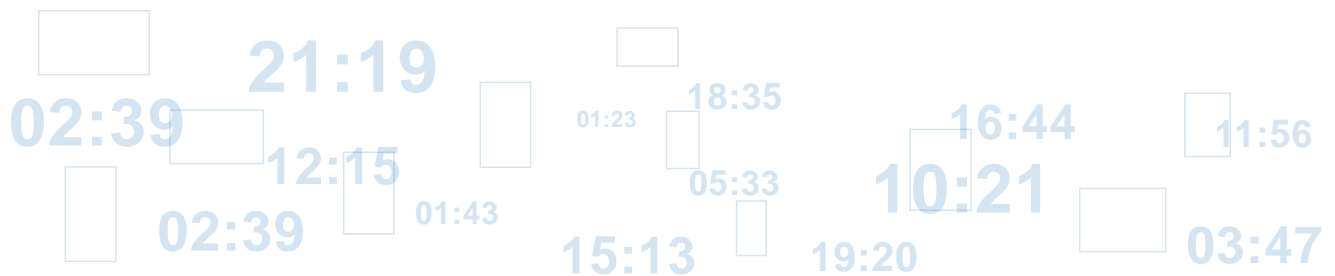


## SEARCH FILTERS

<b>SOURCE</b>	Limit objects to specific cameras or files
<b>TIME RANGE</b>	Limit the search criteria to specific time ranges
<b>CLASS</b>	<p><b>Class Categories:</b> People, Two-Wheeled Vehicles, Other Vehicles, and Animals</p> <p><b>People:</b> Man, Woman, Child</p> <p><b>Two-Wheeled Vehicle:</b> Bicycle and Motorcycle</p> <p><b>Other Vehicles:</b> Car, Pickup, Van, Truck, Bus, Train, Airplane, and Boat</p> <p><b>Illumination Changes:</b> Lights On, Lights Off</p> <p><b>Animals</b></p>
<b>PERSON ATTRIBUTES</b>	<p><b>Lower Wear:</b> Long, Short, and by Color</p> <p><b>Upper Wear:</b> Long Sleeves, Short Sleeves, and by Color</p> <p><b>Hats:</b> No Hat, Hat</p> <p><b>Bags:</b> No Bag, Backpacks, Handheld Bags</p>
<b>COLOR</b>	Identify objects according to any combination of Brown, Red, Orange, Yellow, Green, Lime, Cyan, Purple, Pink, White, Grey, and Black
<b>APPEARANCE SIMILARITY</b>	Identify people and vehicles with similar attributes
<b>FACE RECOGNITION</b>	<p><b>View All Faces:</b> View all faces that were detected in a case</p> <p><b>Search by Face:</b> Search by face using external images or images from video</p>
<b>LICENSE PLATE RECOGNITION</b>	<p><b>View All Plates:</b> View all license plates detected in a scene</p> <p><b>Search by Plates:</b> Search all license plates that were detected in a case and search using a watchlist of license plates, data import of license plate numbers, or existing plates from video</p>
<b>LINE CROSSING</b>	Filter objects that cross a demarcation in a predefined direction
<b>DIRECTION</b>	Select objects according to their direction as visually seen in the video
<b>SIZE</b>	Select objects based on their actual (real-life) size from a histogram of sizes relevant to a specific case
<b>PATH</b>	Identify objects traveling along one or more user-defined paths
<b>AREA</b>	Identify objects included or excluded within one or more user-defined 3- or 4-sided polygon areas
<b>SPEED</b>	Select objects based on their actual speed from a histogram of speeds relevant to a specific case
<b>DWELL</b>	Select objects dwelling for longer than a certain period in a scene

## TECHNICAL SPECIFICATIONS

<b>RECOMMENDED RESOLUTION</b>	Minimum CIF, Maximum 4K
<b>RECOMMENDED FRAME RATE (FPS)</b>	8-30 frames per second
<b>SUPPORTED VIDEO FILE FORMATS</b>	.AVI, .MKV, .MPEG4, .MOV, .WMV, .DVR, .ASF, .RT4, .DIVX, .264, .GE5, .TS, .3GP, .XBA (single stream and multi-stream), .MP4, .FLV
<b>SUPPORTED CODECS</b>	H.264, H.265/HEVC, MPEG-4, H.263 (H.265 is supported for selected VMSs and cameras)
<b>FILE-BASED INGESTION</b>	Multi-file videos or single file videos
<b>SUPPORTED VMS PLATFORMS</b>	Avigilon, Axis, Bosch, CASD, Digifort, Digital Watchdog, Exacq, FLIR (formerly DVTel), Genetec, Geutebruck, IndigoVision, IPConfigure Orchid, ISS, Milestone, NX (Network Optix), OnSSI, Qognify (formerly Nice), Salient, SeeTec, Teleste, Verint
<b>SUPPORTED CAMERA TYPES</b>	Fixed Cameras
<b>SINGLE SIGN-ON (SSO)</b>	Microsoft Active Directory, both LDAP and LDAPS, including user groups (OU support), and the SAML protocol
<b>FACE RECOGNITION</b>	Minimum Face Size: 24x24 pixels
<b>SUPPORTED LANGUAGES</b>	Brazilian Portuguese, Chinese Simplified, Chinese Traditional, Danish, Dutch, English, Finnish, French, German, Japanese, Korean, Latin Spanish, Turkish, Vietnamese
<b>SUPPORTED BROWSERS</b>	Google Chrome Desktop and Firefox



## ABOUT BRIEFCAM

BriefCam is the industry's leading provider of Deep Learning and VIDEO SYNOPSIS® solutions for rapid video review and search, face and license plate recognition, real-time alerting and quantitative video insights. By transforming raw video into actionable intelligence, BriefCam dramatically shortens the time-to-target for security threats, while increasing safety and optimizing operations. BriefCam's award-winning products are deployed by law enforcement and public safety organizations, government and transportation agencies, major enterprises, healthcare and educational institutions, and local communities worldwide. For more information about transforming video surveillance into actionable intelligence, visit [www.briefcam.com](http://www.briefcam.com).

## 1.16 PRICING SUMMARY

**Table 1-13: Aware Plus Total Cost Summary**

Description	Price
CommandCentral Aware Plus 5 Named Users with Superior Sungard CAD, Milestone Xprotect and Vigilant Interface for <b>3</b> years	-
One Cloud Anchor Server with Maintenance for <b>3</b> years	-
Two CommandCentral Aware Workstations and six Monitors with Maintenance for <b>3</b> years	-
Project Management, Engineering, Training and Professional Services	-
These items are being provided to the City of Greenville as part of the APX subscriber purchase at <b>no additional cost</b> to the city.	*See below*
<b>GRAND TOTAL 3 YEARS</b>	<b>\$0.00*</b>

*\*The above items are contingent on the purchase of the APX subscribers prior to 12/15/2022.*

## 1.17 BREIFCAM PRICING SUMMARY

**Table 1-13: BriefCam Total Cost Summary**

Description	Price
BriefCam Video Investigation License Subscription with Professional Services Included for <b>3</b> years	-
These items are being provided to the City of Greenville as part of the APX subscriber purchase at <b>no additional cost</b> to the city.	*See below*
<b>GRAND TOTAL 3 YEARS</b>	<b>\$0.00*</b>

*\*The above items are contingent on the purchase of the APX subscribers prior to 12/15/2022.*

## Online Terms Acknowledgement

This Online Terms Acknowledgement (this “Acknowledgement”) is entered into between Motorola Solutions, Inc. (“Motorola”) and the entity set forth in the signature block below (“Customer”).

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties’ agreement as it relates to any Products or Services sold or provided to City of Greenville. By signing the signature block below, City of Greenville certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent City of Greenville is unable to access the above referenced online terms for any reason, City of Greenville may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind City of Greenville to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer’s purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, City of Greenville authorizes Motorola to proceed with all deliverables of this order for an order value of \$ 5,424,648.54.

5. **Purchase Order Requirements (Check one only)**

Purchase Order is issued and attached.

No Purchase Order is required. City of Greenville affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issues against this order, and that funding has been encumbered for this order in its entirety.

6. **INVOICING AND SHIPPING ADDRESSES.**

Invoices will be sent to the City of Greenville at the following address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_



E-INVOICE. To receive invoices via email:

City of Greenville Account Number: \_\_\_\_\_

City of Greenville Accounts Payable Email: \_\_\_\_\_

City of Greenville CC(optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to the City of Greenville is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

The Equipment will be shipped to the City of Greenville at the following address (insert if this information is known):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

The City of Greenville may change this information by giving written notice to Motorola.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

City of Greenville

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

## Subscription Software Addendum

This Subscription Software Addendum (this “SSA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the City of Greenville (“**Customer**”), and will be subject to, and governed by, the terms of NC State 725G (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. **Addendum.** This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to the City of Greenville.
2. **Delivery of Subscription Software.**
  1. **Delivery.** During the applicable Subscription Term (as defined below), Motorola will provide to the City of Greenville the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide the City of Greenville advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.
  2. **Modifications.** In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.
  3. **User Credentials.** If applicable, Motorola will provide the City of Greenville with administrative user credentials for the Subscription Software, and the City of Greenville will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. The City of Greenville will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. The City of Greenville will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to the City of Greenville in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to the City of Greenville on a time and materials basis, and the City of Greenville will pay all invoices in accordance with the payment terms of the MCA.
  4. **Beta Services.** If Motorola makes any beta version of a software application (“**Beta Service**”) available to the City of Greenville may choose to use such Beta Service at its own discretion, provided, however, that the City of Greenville will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. The City of Greenville acknowledges and agrees that all Beta Services are offered “as-is” and

without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. The City of Greenville acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### 3. **Subscription Software License and Restrictions.**

1. Subscription Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement, including payment terms, Motorola hereby grants the City of Greenville and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. The City of Greenville may access, and use the Subscription Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where The City of Greenville uses the Subscription Software) in connection with their use of the Subscription Software. The City of Greenville will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.
4. Term.
  1. Subscription Terms. The duration of Customer’s subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the “**Initial Subscription Period**”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify the City of Greenville of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless

otherwise specified in the applicable Ordering Document, if the City of Greenville orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.
3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to the City of Greenville if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). The City of Greenville acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If The City of Greenville breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).
4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.
5. **Payment.**
  1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), The City of Greenville will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if The City of Greenville fails to make any payments when due.
  2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by the City of Greenville for any Subscription Software during a Subscription Term, and the City of Greenville will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the

applicable Subscription Term exceeded the total number of licenses purchased by the City of Greenville, Motorola may invoice the City of Greenville for the additional licenses used by the City of Greenville, pro-rated for each additional license from the date such license was activated, and the City of Greenville will pay such invoice in accordance with the payment terms in the MCA.

**6. Liability.**

1. **ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER’S OR THIRD PARTIES’ SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.
2. **Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, the City of Greenville will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.
7. **Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all City of Greenville Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with City of Greenville, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.
8. **Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

The Parties hereby enter into this SSA as of [ ] (the “SSA Date”).

**Motorola: Motorola Solutions, Inc.**

**Customer: City of Greenville**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Subscription Services Addendum

### Exhibit A: FirstNet and AT&T Service Terms

#### Public Safety Entity (“Customer”) Responsibilities for access to and use of “First Net” Service as provided by AT&T

**General.** The City of Greenville is responsible for complying with AT&T Acceptable Use Policy found at [att.com/aup](http://att.com/aup) and applicable AT&T Service Guides found at [att.com/servicepublications](http://att.com/servicepublications).

**Privacy.** The City of Greenville is responsible for complying with all applicable privacy laws. The City of Greenville is responsible for obtaining consent from and giving notice to its Users regarding Motorola’s and AT&T’s collection and use of User information in connection with a Service. The City of Greenville will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

**User Eligibility.** The City of Greenville shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The City of Greenville is required to verify and confirm that its Users are authorized and eligible to use Service. The City of Greenville must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The City of Greenville must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

**Limitations on the Service.** THE CITY OF GREENVILLE ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA OR AT&T’S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

**Limitations on Service of Carrier Partners.** CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBED IN THE SERVICE GUIDE.

**User Disclosures.** THE CITY OF GREENVILLE UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CITY OF GREENVILLE] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED

**Medical Devices (FDA and HIPAA Responsibilities).** The City of Greenville shall be responsible for FDA compliance as a “distributor” of the Device to its users. Except as necessary to provide the Service to the City of Greenville, The City of Greenville shall not convey any protected health information (“PHI”) to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act regulations. Motorola and/or AT&T shall not function as the Customer’s business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the City of Greenville in accordance with guidance on the “conduit exception” under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. City of Greenville may be subject to occasional audits by AT&T or its agents to verify compliance with this Exhibit A.

<b>STATE OF NORTH CAROLINA</b>	<b>REQUEST FOR PROPOSAL (RFP) NO. ITS-002969-R</b>
<b>INFORMATION TECHNOLOGY SERVICES</b>	<b>Bids will be publicly opened on March 27, 2007</b>
<b>STATEWIDE IT PROCUREMENT</b>	Contract Type: State Term Contract
Refer <u><a href="#">ALL</a></u> Inquiries to: <i>Kim Sills, Contract Specialist</i> Telephone No. 919.754.6670 Fax No.: 919.981.5374	Date Issued: March 13, 2007 Commodity Number: 725 Commodity: Radio Communications Equipment Mobiles, Portables, Repeaters, Base Stations, Parts, Accessories
E-Mail: <a href="mailto:kim.sills@ncmail.net">kim.sills@ncmail.net</a>	Using Agency Name: Multiple
<b>See page 2 for bid delivery instructions</b>	Agency Requisition No. Various

**OFFER AND ACCEPTANCE:** This solicitation advertises the State's needs for the services and/or goods described herein. The State seeks proposals comprising competitive bids offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. The State's acceptance of any proposal must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the State's Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, and Best and Final Offers, if any and the awarded Vendor's proposal.

**EXECUTION:** In compliance with this Request for Proposal and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, and within the time specified herein. By executing this bid, the bidder certifies that this bid is submitted competitively and without collusion.

**Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

<b>VENDOR</b>		<b>FEDERAL ID OR SOCIAL SECURITY #</b>	
<b>STREET ADDRESS</b>		<b>P.O. BOX</b>	<b>ZIP</b>
<b>CITY &amp; STATE &amp; ZIP</b>		<b>TELEPHONE #</b>	<b>TOLL FREE #</b>
<b>TYPE OR PRINT NAME &amp; TITLE OF PERSON SIGNING</b>		<b>FAX #</b>	
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>	<b>E-MAIL ADDRESS of PERSON SIGNING BID</b>	

Offer valid for **forty-five (45)** days from date of bid opening unless bidder states otherwise here: \_\_\_\_\_ days

**ACCEPTANCE OF BID:** If any or all parts of this bid are accepted, an authorized representative of the Office of Information Technology Services shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this Request for Proposal, the specifications, and the ITS Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<p><b><u>FOR ITS USE ONLY</u></b></p> <p>Offer accepted and contract awarded this _____ day of _____, 2007, as indicated on attached certification, by _____ (Authorized representative of the Office of Information Technology Services)</p>
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**ISSUING AGENCY:** Statewide IT Procurement  
3900 Wake Forest Road  
Raleigh, North Carolina 27609

**USING AGENCY:** Various

**DELIVERY**

**INSTRUCTIONS:** Deliver **one (1) signed original** and **one (1) duplicate copy** of the Proposal to Issuing Agency in a sealed package with Company Name and RFP Number clearly marked on the outside delivery package label. **ADDRESS SHIPPING LABEL AS SHOWN HERE:**

Statewide IT Procurement Office - **Kim Sills**  
**BID NO.: ITS-002969-R**  
3900 Wake Forest Road  
Raleigh, NC 27609

Sealed bids, subject to the conditions made a part hereof, will be received at 3900 Wake Forest Road until 2:00pm on the bid opening date, then opened for furnishing and delivering the commodity as described herein. Proposals for this RFP must be submitted in a sealed package with the Execution Page of the Proposal signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed execution of proposal shall result in disqualification. All proposals must comply with Section III, Proposal Content, Format, and Organization.

This RFP is available electronically at <http://www.ips.state.nc.us/ips/pubmain.asp>. Written questions concerning the RFP specifications will be accepted until March 19, 2007. They must be sent via e-mail to: [kim.sills@ncmail.net](mailto:kim.sills@ncmail.net) or faxed to 919-981-5374. Insert "**Questions for ITS-002969-R**" in the subject line of the e-mail. ALL pre-bid questions must be in writing.

**ADDENDUM TO RFP:** Any and all amendments or revisions to this document shall be made by written addendum from the Statewide IT Procurement Office. An addendum comprising questions submitted and responses to such questions or any additional terms deemed necessary by the State will be posted to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us/ips/deptbids.asp>. Vendors' questions posed orally must be reduced to writing by the Vendor and submitted to the Contract Specialist listed on the Page 1 and as directed by said person. Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this proposal periodically check the State website for any and all Addenda that may be issued prior to the bid opening date.

**BASIS FOR REJECTION:** Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications where revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination where rejection would be in the best interest of the State.

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**NOTICE TO VENDORS:** The State objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Vendor response. This applies to any language appearing in or attached to the document as part of the Vendor's response. By execution and delivery of this Request for Proposal and response(s), the Vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently by the Vendor, shall have no force or effect.

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**LATE PROPOSALS:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated address and by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.



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## **Section I. Scope and Intent**

The Office of Information Technology Services, specifically Statewide IT Procurement, desires to establish a statewide contract for multiple manufacturers to provide, on an as-needed basis, Radio Communication Equipment identified as 2-Way Mobile Radios, Base Stations, Repeaters, Portable Radios plus accessories and installation, where needed, for all Authorized Users within the State of North Carolina.

Indefinite Quantity Contract. This solicitation will establish a Statewide Convenience Contract pursuant to 9 NCAC 06B.0701 for an indefinite quantity contract between the Vendor(s) and the State. The quantity of goods or services to be purchased under the contract is undetermined. An estimated spend of \$1 million per year is based on historical data but shall not be a representation by the State of any anticipated purchase volume under any contract made pursuant to this solicitation. No minimum or maximum quantities will be guaranteed.

## **Section II. Bidding Information**

### **A. General Conditions for Proposals**

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and the State's intent as specified herein. If a Vendor discovers any inconsistencies, errors, or omissions in this solicitation, the Vendor should seek clarification from the Contract Specialist listed on Page 1 of this solicitation. Questions and clarifications must be submitted in writing and may be submitted by personal delivery, letter, fax, or e-mail within the time period specified on Page 2 above.

- 1) Definitions Acronyms and Abbreviations. See 9 NCAC 06A.0102 Information Technology Procurement for all definitions. The following are defined terms:
  - a) The State: Refers to the State of North Carolina and/or its Agencies.
  - b) ITS: Office of Information Technology Services.
  - c) Goods: Includes intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
  - d) Vendor: The company, firm, corporation, partnership, or individual, etc. submitting a response to the solicitation.
  - e) 24x7: A reference to availability of systems, communications, and/or supporting resources every hour (24) of every day (7) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
  - f) Reasonable, Necessary, or Proper: As used herein shall be interpreted solely by the State of North Carolina.
- 2) Proposal Submission. Proposals submitted electronically, or via facsimile (FAX) will not be accepted. Each Vendor submitting a fully executed proposal warrants and represents that:
  - a) The proposal is based upon an understanding of the specifications and requirements described in this RFP.
  - b) Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their proposals.
  - c) All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and Vendor resulting from this RFP process.
  - d) A proposal may not be unilaterally modified by the Vendor for a **forty-five (45)** day period following the delivery of the proposal, or of any best and final offer.
- 3) Time for Consideration. Unless otherwise indicated on the Page 1 of this document, Vendor's offer must be valid for **forty-five (45)** days from the date of proposal opening.
- 4) Failure to Meet Proposal Requirements. While it is not anticipated that the awarded Vendor will fail to meet the proposal requirements, if such should occur, the right is reserved to further evaluate the responses to this RFP and then to recommend an award to the next Vendor response that represents the best interest of the State.

- 5) Prompt Payment Discounts. Vendors are urged to compute all discounts into the proposal pricing. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- 6) Vendor Registration and Solicitation Notification System. Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available at: <http://www.its.state.nc.us/ITProcurement/>.
- 7) E-Procurement. **This is an e-procurement solicitation.** See paragraphs 47 and 48 of the attached Information Technology Services (ITS) Terms and Conditions for Goods and Related Services found in Section IX., ITS Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide e-procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing their offer. By signature Vendor acknowledges acceptance of all terms and conditions including those related to e-procurement. General information on the e-procurement service can be found at <http://www.ncgov.com/eprocurement/asp/section/epindex.asp>.
- 8) Vendor Responsibility. The Vendor(s) will be responsible for investigating and recommending the most effective and efficient technical configuration. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying services, maintenance, warranties, value-added services, or other criteria identified herein.
- 9) Oral Explanations. The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award.
- 10) Contact with or by the State. Vendor contact regarding this RFP with anyone other than the Contract Specialist listed on Page 1 may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.
- 11) References to Other Data. Only information that is received in response to this RFP will be evaluated. References to information from prior solicitations previously submitted will not suffice as a response to this solicitation.
- 12) Information and Descriptive Literature. Bidders must furnish all information requested, and if spaces for specific information are provided in this document, the Bidder shall furnish said information in the spaces provided. Further, if descriptive literature is requested, the Vendor must submit with their proposal technical data sheets and/or complete specifications material covering the products offered. Proposals that do not comply with these requirements may be rejected.
- 13) Conflict of Interest. The Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in employment of the State and who are providing services involving, or similar to, the scope and nature of this solicitation or the resulting contract. Applicable standards may include: N.C.G.S. §§ 147-33.100, 14-234, 133-32.
- 14) Convenience. This contract is intended to cover the State's normal requirements for the procurement of 2-Way Radio Communication Equipment, accessories, and services as described herein. Further, the contract shall be a Statewide Convenience Contract, which is available but not mandatory, for use by State Governmental Agencies and non-State Agencies as permitted by law also referred herein as "Authorized Users." Such Authorized Users shall include the North Carolina University System and its member campuses, Instructional components of the Department of Public Instruction, Instructional components of the North Carolina Community College System, as well as local municipal and county governments.
- 15) Effective Date. This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State duly authorized official or Agency official has signed the document(s), contract, or amendment; the effective award date has been completed on the document(s) by the State duly authorized official, and that date has arrived or passed. The State shall not be responsible for reimbursing Vendor for goods provided nor services rendered prior to the appropriate signatures and the arrival of the effective date of the Contract. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.

- 16) Contract Duration. A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall be **one (1)** year and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend this contract for **two (2)** additional **one (1)** year periods at its sole discretion. The State reserves the right to further amend the contract's intent of coverage as may be required by future Legislative activities.
- 17) Recycling and Source Reduction. It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the goods and contain them for its intended use.
- 18) Historically Underutilized Businesses. Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://www.doa.state.nc.us/doa/hub/>
- 19) Clarifications. The State may request clarifications from bidders when information provided does not fully explain the Vendor's proposal response. Vendors are expected to return a response to clarifications sought by the State. In situations where the unit price or the extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded and no clarification may be sought.
- 20) Rights Reserved. While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in the State's best interest, the State may:
- a) waive any formality;
  - b) amend the solicitation;
  - c) cancel or terminate this RFP;
  - d) reject any or all proposals received in response to this document;
  - e) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; or
  - f) Negotiate directly with one or more Vendors if the response to this solicitation demonstrates a lack of competition.

If all responses are deficient then the State will determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more Vendors.

- 21) Alternate Bids. Vendors may submit alternate bids for various levels of service(s) or goods meeting the bid's specifications. Alternate bids must specifically identify the RFP requirements and the advantage(s) for the various offerings addressed in the alternate bid. Alternate proposals must be clearly marked with the legend as shown herein below. If a Vendor chooses to respond with various good or service offerings, each must be bid with a different price and be a separate proposal response. Vendors may also provide alternate proposals for software or systems coupled with different support and maintenance options; provided, however, all proposals shall satisfy the specifications.

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Alternate bids must be clearly marked  
**“Alternate bid for ‘name of Vendor’”**  
at the top of each page that is part of the Alternate proposal or behind a separate tab

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Vendors submitting Alternate bids are reminded that the State's ITS Terms and Conditions which apply to the original bid submitted shall have the same effect on Alternate Bids.

- 22) co-Vendors. Vendors may submit offers as partnerships or other business entities. Such partners or other “co-Vendors,” if any shall disclose their relationship fully to the State. The State shall not be obligated to contract with

more than one Vendor. Any requirements for references, financial statements, or similar reference materials shall include **all** such partners or co-Vendors.

- 23) **Disqualification.** A Vendor may be disqualified from any evaluation or award if Vendor or any key personnel proposed has previously failed to perform satisfactorily during the performance of any contract with the State or violated rules or statutes applicable to public bidding in the State.
- 24) **Miscellaneous.** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

**B. Evaluation Process**

"Best Value" procurement means the selection of a Vendor by determining which proposal offers the best trade-off between price and system performance, where quality is considered an integral performance factor. The award decision is made based on multiple factors, including total cost of ownership, referring to the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's proposal; the Vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on-time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" Information Technology procurement is to enable Vendors to offer and the State to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of the procurement.

- 1) **Source Selection.** A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award the contract to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with or traded-off against other non-price factors.
  - a) The evaluation methodology shall be consistent with 9 NCAC 06B.0302 or the corresponding section of any future NC Administrative Code and this section.
  - b) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that evaluators are not required to seek clarifications; therefore, all offers should be complete and reflect the most favorable terms in their bid response. Vendors should be prepared to send qualified personnel to North Carolina to discuss technical and contractual aspects of their proposed solution.
  - c) To be eligible for consideration, a Vendor must meet the intent of all mandatory requirements. Compliance with all requirements will be determined by the State. Responses that do not meet the full intent of all requirements listed in this RFP may be deemed non-responsive and not considered further. Furthermore, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
  - d) Vendors are advised that the State will not be obligated to ask for or accept after the bid opening date of the proposal, any data that is essential for a complete and thorough evaluation of the proposal.
- 2) **Evaluation Criteria.** The State will evaluate proposals utilizing best value procurement methodology. Proposals will be scored on the criteria listed in this table. A points system will be used to determine the value of the bidder's proposal and the maximum score to receive will be **100** points. The criteria are stated here and bidders will be scored once it is determined that each bid demonstrates compliance with all Mandatory Proposal Specifications.

Evaluation Criteria	Maximum Points	Comments
<b>Pricing</b>	90	Shall be based on discounts offered for each of the 4 categories of equipment and each type of good (units, parts, accessories), as well as, the costs for warranty service both in-shop and onsite. All pricing data sheets shall be placed behind Tab 10.
<b>Value-Added Services</b>	10	Any Non-mandatory specifications and Value Added Services of Section V. placed behind Tab 8.

- 3) Solicitation Schedule. The Vendor shall be made aware for the following dates regarding this RFP process.

Action	Due Date
Issue of RFP	3/13/2007
Deadline To Submit Proposal Questions	3/19/2007
Submission of Proposal (bid opening date)	3/27/2007

- 4) Best and Final Offers (BAFO). If negotiations or subsequent best and final offers are solicited, the State shall provide BAFOs to those Vendors whose responses are to be considered further. Failure of Vendor to deliver a BAFO response when requested shall deem the Vendor as non-responsive and no further consideration will be given. The State may establish a competitive range of scores based upon evaluations of proposals and request BAFOs from the Vendors within this range. The State will evaluate BAFOs and add or deduct points to the Vendors' respective scores as a result of their BAFO response. Points awarded from oral presentations and product demonstrations/negotiations, if any, will be added to the previously assigned score to attain the final score.
- 5) Award of Contract. Qualified proposals will be evaluated and acceptance will be made in accordance with Best Value procurement practices as defined by GS §143-135.9 and applicable administrative rules. The responsible Vendor(s) whose proposal is most advantageous to the State, taking into consideration the evaluation factors herein, will be recommended for contract award. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item proposal. **Note:** Contract award notices are sent **only** to those actually awarded the contract, and not to every person or firm responding to this solicitation. Any resulting contract award can be found at <http://www.ips.state.nc.us/ips/pubmain.asp>. Click on the IPS BIDS icon, click on Search for BID, enter the proposal number (**ITS-002969-R**), and then search. The complexity of the acquisition and the length of time to complete the evaluation process will determine when this information is available.
- 6) Protest Procedures. Protests of awards exceeding \$25,000 in value must be submitted to the Issuing Agency at the address provided on Page 2 of this document. Protests must be received in this office within 15 calendar days from the date of the contract award and must provide specific reasons and supporting documentation for the protest. **All protests will be governed by Title 9, Office of Information Technology Services, Subchapter 06B Sections .1009 - .1029.**

### **Section III. Proposal Content, Format, and Organization**

This section should contain all relevant and material information relating to the Vendor's proposal submission. If any relevant and material information is not provided, the offer may not be considered further. Proposals shall be considered and evaluated based upon the Vendor's full completion and response to the following, and any additional requirements herein, or stated in a separate Exhibit.

Vendors are strongly encouraged to adhere to the general instructions in order to bring clarity and order to the proposal and the subsequent evaluation process.

- 1) Proposal Content. All items identified below in paragraph 3 shall be included in the response as presented in this RFP and in the order requested.
- 2) Proposal Format. The proposals should be submitted in the exact order in which the requirements and/or desirable performance criteria are presented in the RFP. The Execution page of this RFP must be placed at the front of the bid proposal. Each bid response page should be numbered. All proposals should be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- 3) Proposal Organization. The proposal should be organized and index tabbed in the following format and should contain, at a minimum, all listed items in the sequence indicated. Within each section of their proposal, Vendors should address the items in the order in which they appear in this RFP. Forms if any, provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must be presented with the cost response. **Any proposal that does not adhere to these requirements may be deemed non-responsive and may not be further considered.**

- Tab 1** Execution Page of this RFP along with a complete copy of the entire RFP. Any signed addendums should also be included here, if applicable.
- Tab 2** Table of Contents
- Tab 3** Letter of Transmittal. Each proposal must be accompanied by a letter of transmittal which provides the following information:
- a) Identify the name, title, the telephone and fax numbers, along with an e-mail address of the person authorized to provide bid clarifications for the organization.
  - b) Identify the name, title, the telephone and fax numbers, along with an e-mail address of the person authorized to negotiate the contract on behalf of the organization.
  - c) Identify the name, title, the telephone and fax numbers, along with an e-mail address of the person authorized to contractually obligate the organization.
- Tab 4** Company Background. The Vendor's response shall include a summary that briefly describes your company's history and present operations. The purpose of this summary is to provide a brief and clear understanding of the company and its position in the 2-Way radio communications industry. Vendor shall provide the number of sales offices within North Carolina and any specializations earned. All Vendors proposing services must demonstrate that it has the technical resources to provide, install, and maintain the proposed 2-Way radio equipment and services.
- Tab 5** Conflict of Interest Statement. Provide a statement that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP.
- a) State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees; and
  - b) State if an individual was ever employed within a State Agency, providing individual's title and State Agency name along with their termination date
- Tab 6** Vendor must provide the manufacturer's letter of support (if applicable) as requested in paragraph 8 of Section IV.
- Tab 7** Vendor's Response to Technical Specifications as addressed in Section IV. Descriptive literature or technical specifications sheets on the models proposed shall be included here.
- Tab 8** Vendor's Response to Desired Specifications. **A narrative response**, as addressed in Section V., specifically addressing how the proposed equipment or bidder satisfies each desired specification of the State and any Value Added Services (form to complete found in Section IX) as they may apply and bring value to the State.
- Tab 9** Manufacturer's Certified Service Locations. Bidder shall include a list of MCSLs which will service North Carolina's service needs as described in Section VII (form to complete found in Section X).
- Tab 10** ALL completed Pricing Data Sheets as found in Section XI.
- Tab 11** Manufacturer's Suggested Retail Price Sheet or CD Rom with current Manufacturer's Pricing List.
- Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate Tab at the end of the document.

## **Section IV. Mandatory Specifications and Other Requirements**

All bids shall include technical data sheets or other descriptive literature sufficient to allow the State to determine that the equipment meets requirements. This technical literature will be a source for bid evaluation. Bid responses without sufficient technical documentation may be rejected.

- 1) Specifications. Any deviation from specifications indicated herein must be clearly identified as an exception and addressed on a separate page labeled “Exceptions to Specifications;” otherwise, it will be considered that items offered are in strict compliance with these specifications, and Vendor will be held responsible. Any exceptions shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviations or implying that any deviations will be acceptable. Offers of alternative or equivalent goods may be rejected; and if offered, must be supported by independent documentary verification of equivalence to the specified goods.**
- 2) Technical Specifications. Means, as used herein, a specification that documents the requirements of a system or system component. It typically includes functional requirements, performance requirements, interface requirements, design requirements, development standards, maintenance standards, or similar terms. Compliance with technical specifications is mandatory.
- 3) Mandatory Technical Specifications. Only current production equipment available for sale at the time of the bid opening date for this contract must be proposed. Discontinued equipment not being actively marketed by the OEM (Original Equipment Manufacturer) for domestic sales shall **not** be offered and **will not** be considered. The State reserves the right to require OEM documentation to confirm equipment eligibility under the contract. Manufacturer’s Authorized Resellers shall only provide the brands of 2-Way radio equipment from the manufacturer’s brand for which they are awarded a contract. However, Vendors may provide other brands of peripherals and accessories to complete a system purchase provided that such equipment is compatible with the brand of equipment provided.
  - a) Equipment. The equipment is divided into four (4) categories based on technical specifications as stated below. It is the State’s intent that the Vendor provides a complete and comprehensive listing of all equipment available under a given category. The intent for this solicitation and subsequent contract award shall be for radio communications equipment and parts/accessories. The categories are:
    - i) Low Band Equipment to include parts/accessories
      - Mobile Radios
      - Trunk mounted Radios
      - Front mounted Radios
      - Base Stations, 50 to 100 watts
      - Portable Radios, 5 watts or higher
    - ii) VHF Equipment to include parts/accessories
      - Mobile Radios
      - Vehicle Repeaters
      - Base Stations, 35 to 100 watts
      - Repeaters – 100 watts
      - Portable Radios, 4 watts or higher
    - iii) UHF Equipment to include parts/accessories
      - Mobile Radios
      - Trunk mounted Radios
      - Front mounted Radios
      - Vehicle Repeaters
      - Base Station, 40 to 100 watts
      - Repeaters - 100 watts
      - Portable Radios, 4 watts or higher
    - iv) 800 MHz Equipment to include parts/accessories
      - Mobile Radios
      - Trunk mounted Radios
      - Front mounted Radios
      - Base Stations, 50 to 100 watts
      - Repeaters - 35 watts
      - Portable Radios, 3 watts or higher
  - b) Equipment Repair and Availability. Vendor must guarantee that equipment repairs and replacements will be available from the manufacturer directly or through an authorized reseller for a period of at least **five (5)** years



from date of equipment acceptance. This shall include the parts or accessories necessary to repair or replace the equipment. Products which result in failure or malfunction and require replacement shall be of the same brand and model of equipment for which the replacement is needed.

- c) Parts and Accessories. Bidder's offering shall include parts and accessories as needed. All parts and accessories must be compatible with the equipment provided and shall provide for maximum design rated performance. Only authorized manufacturer parts and accessories shall be offered. Vendor shall carry an adequate stock to ensure delivery for the duration of the contract. The Vendor's proposal shall offer at a minimum, these items.
  - d) Software License. The radio processor parts of communication equipment available in this RFP are license protected between the manufacturer, equipment supplier, their agents, installers, and the State. Any contractors shall hold the necessary licenses to maintain, program or re-program, and repair this equipment.
  - e) Product Representation. Any item offered in response to this proposal shall be of the same model as ordered and when shipped, shall be indicated as such on the external label. All component parts inside the system must be manufacturer approved. Substitutions of brands is not permitted unless made known to the State or Agency prior to delivery and such goods or materials shall be considered non-conforming and subject to rejection until notice of acceptance is provided by the State. The items offered must represent the labeled manufacturer's products and specifications and be subject to the warranty provisions provided in the RFP. Any substitutions, alterations, or modifications, whether internal or external, must be noted and described in detail. The State or User Agency reserves the right to request an inspection by a representative of the manufacturer whose label appears on the item to verify its authenticity.
  - f) Technical Support Services. Vendors shall supply, at no charge, unlimited telephone technical support which shall be accessible toll-free, from 8:00am-6:00pm, Eastern Standard Time, Monday through Friday for at least **three (3)** years after purchase. Maximum support response time shall be no more than **two (2)** hours.
  - g) Equipment Manuals. User manuals and operating instructions shall be provided with each piece of equipment. Delivery will not be considered complete until one copy of all manuals is delivered.
- 4) Vendor Utilization of Workers Outside of the United States. In accordance with Executive Order #60, the Bidder must detail in the bid response, the manner in which it intends to utilize resources or workers. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Bidder's proposal. The Bidder shall provide the following for this proposal for actual utilization or contract performance. Provide an additional sheet in the proposal to complete the following:
- a) Whether any of this work is performed outside of the United States and the location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract,
  - b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors,
  - c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States, and
  - d) Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.
- 5) Other Specifications.
- a) Acceptance: Acceptance shall commence when equipment is delivered to the Authorized user. However, when onsite installation is required, acceptance shall no commence until installation has been completed and the equipment is fully operational.
  - b) Delivery: Equipment, excluding parts/accessories, shall be delivered within **sixty (60)** days from receipt of purchase order. Delivery of parts/accessories shall be within **thirty (30)** days from receipt of purchase order. For single purchase orders representing the equipment and parts/accessories, the vendor shall be held to the delivery schedule of each item within the category.
  - c) Warranty: The Vendor warrants to the State that all items furnished in this contract will be newly manufactured, of good material and workmanship, and agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of the State's negligence or accident, for the duration of the initial warranty period, which shall be a minimum of **twelve (12)** months from date the equipment is put into operation, or any extended warranty period purchased. Replacements shall be processed

and returned to the authorized user within **thirty (30)** days from receipt of defective material by the vendor. Such replacement shall include transportation costs free of any charge to the State. This statement is not intended to limit any additional coverage, which may normally be associated with a product.

The report of a problem does not presuppose that every call must result in an “on-site” visit for service/repair. The vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time.

- i) Bidder is authorized by manufacturer to repair equipment during the warranty period?  Yes    No
- ii) Bidder shall perform equipment repair during warranty?  Yes    No

**Provide information on where to direct warranty concerns**

Company Name: <b>MOTOROLA, INC</b>	Contact Person: <b>HOLT WATTS</b>
Address of Service Facility: <b>315 KITTY HAWK</b>	City, State, Zip Code <b>MORRISVILLE, NC</b>
Telephone Number:	Toll-Free Number: <b>800-422-4210</b>

iii) The Vendor must offer extended warranty for at least **two (2)** additional years for use after the initial warranty period expires. Minimum initial warranty on hardware, other than parts/accessories, shall be **twelve (12)** months. If the initial warranty is longer than **twelve (12)** months, indicate this on the Pricing Data Sheets found in Section XI. The State may elect to receive approved provider’s then-current extended warranty services upon payment of applicable annual fees, beginning at the end of the initial warranty period. Extended warranty services may be renewed upon written notice by the State prior to the contract anniversary date. Escalation of annual warranty fees shall not exceed 5% per year. Any warranty agreements shall be subject to the terms of this contract.

6) Vendor Qualifications. The Vendor **must** currently be in the business of providing 2-Way radio equipment and services and shall have a minimum of **five (5)** years of experience in the 2-Way radio equipment industry.

**State the number of years in the business providing 2-Way Radio Communication Equipment: 80 years**

It is not expected that the Vendor shall have a service presence in North Carolina but shall offer in-shop warranty repair and extended warranty from their location provided there are no additional shipping costs to the State.

- 7) OEM or Authorized Reseller. For all categories, responses must be submitted only by the Original Equipment Manufacturer (“OEM”) or a qualified OEM designated authorized reseller for the purposes of the purchase of equipment and parts/accessories. Only OEM or a qualified OEM authorized reseller will be awarded contracts for equipment, parts/accessories, and services.
- 8) Manufacturer’s Statement of Support. For each brand of equipment proposed, if the Vendor is anyone other than the OEM bidding direct, the bidder must provide a statement from the OEM of the brand(s) proposed that offers support for any qualified OEM authorized reseller which conforms with the following requirements:
  - a) The Statement must be current, dated, on the manufacturer’s letterhead, addressed to the State of North Carolina, and signed by an individual authorized to bind the manufacturer.
  - b) The Statement must stipulate that the Vendor is an OEM authorized reseller or provider of the manufacturer’s product line.
  - c) The Statement must stipulate that the OEM intends to maintain and publish the established method of Pricing (U.S. Price List) for the duration of this contract and will make such information available to the State for auditing purposes as described elsewhere herein.
- 9) Data Template. Upon Award of this contract, the Vendor shall complete a data template to enable the e-Procurement team to load catalogs onto the statewide e-Procurement Service website. Vendor shall send an email to [eprocurementdata@ncmail.net](mailto:eprocurementdata@ncmail.net) requesting the data template which must be completed and returned to the above

mentioned email address within 2 weeks of award. Vendor shall be responsible for keeping the data template updated which is used to provide catalogs in the State's e-Procurement website.

10) Reports. Upon award vendor shall provide quarterly reports based on the sales information provided per the E-Procurement rules and regulations. The manufacturer directly or through designated authorized resellers must provide to the Contract Administrator the report to include:

- The name of the State entity making the purchase,
- Sales dollars, and
- Description of products sold to include model number and quantity.

Failure to provide reports may result in the Vendor being suspended from the contract until the data is provided to the Contract Administrator.

11) Additions/Deletions of Qualified Offerings. The State recognizes that from time to time new products may be announced within a product line that may replace or supplement items called for within this bid. The State further recognizes that the needs of the Agency/Contract User may change during the contract period. In either case, replacement and/or supplemental products which meet or exceed the minimum bid requirements **may** be added to this contract at the sole discretion of the State. New products must be offered at a percentage discount equal to or greater than the original bid offering. The Vendor should submit the request to add new products, on its letterhead and signed by a representative authorized to bind the organization, to the Contract Administrator as listed on the front page of this solicitation. The State is under no obligation to honor such requests by adding products or amending this contract. The State may request samples of new products for evaluation and the samples shall be supplied to the State at no charge for a **five (5)** business day demonstration and evaluation period. Furthermore, the Vendor shall also notify the Contract Administrator immediately of any products which are no longer available for purchase.

## **Section V. Non-mandatory Specifications and Value Added Services**

Bidders should address in their bid response any of these non-mandatory specifications listed herein. The State will determine if the bidder's response is acceptable to the State. Place behind Tab 8 as explained in of Section III. Proposal Content, Format, and Organization.

1) Non-mandatory Specifications. Any non-mandatory specifications are those that the State desires of the proposed system. One point shall be given for each desired specification identified and addressed in the bidder's response up to a maximum 4 points. The score will be combined with the Value Added Services criteria addressed in the next paragraph. The proposed system should include the specifications listed here:

- a) The State desires that the vendor have a service presence in North Carolina.
- b) It is desirable for the manufacturer directly or through designated authorized resellers to accept used equipment as a trade-in for the purpose of decreasing the purchase price of new equipment in accordance with surplus property regulations. Any trade-ins will be on an "as is" basis and there will be no guarantee as to its condition nor should the condition be inferred. Arrangements will be made between the Vendor and the Agency for the pick up of trade-in equipment. If requested, Vendor will provide a quote that includes the price offered for the equipment to be traded in. The Agency is not obligated to trade in any equipment.
- c) The State desires that contractors or authorized resellers provide user training to any personnel designated by the contract user. A response to the ability to provide those training resources is found on the Pricing Data Sheets.
- d) The State desires that the Vendor be willing to provide tiered Volume Discounts based on volume per order or volume in total purchased by brand, including equipment costs, parts, and services. This volume discount would be in addition to the base discount provided in the matrix in Section IX. Pricing Data Sheets.

2) Value Added Services. Vendors are encouraged to provide descriptions of any Value Added Services. Any value-added services may be presented as included in the base costs of the bid or in an alternate proposal if marked clearly as such with the phrase "Alternate Bid for 'Name of Vendor.'" Value-Added Services may be comprised of one or more services or other offerings by the Vendor. The State is not obligated to accept or request any such services. For each such service offered by the Vendor, describe the service and illustrate the additional value of the service to the State within the proposal submitted. One point up to a maximum of 6 points shall be given for each Value Added Service offered and deemed as such by the State. The Vendor shall place their response to this behind Tab 8.

## **Section VI. Cost Proposal**

All equipment, parts, and accessories pricing information must be entered in the Pricing Data Sheets as found in Section IX. Vendors must supply pricing data information for the equipment requested. The discount for each proposed category must be represented as the percentage discount off prices as shown in the Manufacturer's US List Price (or the same as the Manufacturers Suggested Retail Price) dated equipment/parts catalog(s). The percent discount shall be consistent for all items in a category except the percent discount may vary from equipment to services, etc. For example, in the Low Band Equipment Category, all Equipment may be 30%, but Services may be 25% or separately described and priced, and Parts may be 35%, and Accessories may be 40%. The Manufacturer's US List Price dated catalog shall be updated each time the contract is renewed and provided to the Contract Administrator.

## **Section VII. Manufacturer's Certified Service Locations**

Vendors shall have an organized network of franchised service providers with qualified technicians to handle service requests. The vendor shall designate Manufacturer Certified Service Locations (MCSLs) which provide both pre-and post-sale support and service in accordance with the requirements of this RFP. The State shall have the option to approve or disapprove any MCLs designated. Vendors shall demonstrate in a narrative response how service requests will be processed with regard to time, escalation procedures, and territorial coverage for the entire State of North Carolina.

## **Section VIII. ITS Terms and Conditions**

**Definitions:** As used herein;

**State** shall mean the State of North Carolina, the Office of Information Technology Services as an Agency or in its capacity as the Award Authority.

**Purchasing State Agency or Agency** shall mean the Agency purchasing the goods or services.

1) **Standards:** Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution, if applicable. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required by:

- State or Federal Regulation,
- The Chief Information Officer's (CIO) policy or regulation, or
- Acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.

a) **Site Preparation:** Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Vendor shall advise the State of any site requirements for any Deliverables required by the State's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.

b) **Goods Return:** Deliverables and any other goods or materials furnished by the Vendor to fulfill technical requirements shall be in good working order and be maintained in good working order by Vendor for the duration of the Contract; unless otherwise provided in a separate maintenance agreement or in the Solicitation Documents. Deliverables failing to meet the State's technical requirements shall be considered non-conforming goods and subject to return to the Vendor for replacement at the State's option, and at the Vendor's expense. The State is responsible for the return costs related to the termination of a Contract, including de-installation, and freight to destinations within the Continental United States; except in the case of default by the Vendor or delivery of non-conforming goods by Vendor. Shipping or freight charges, if any, paid by the State for non-conforming goods will be reimbursed to the State.

c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written

notice of its intent to deliver alternate or substitute products, goods, or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

- 2) **Warranties:** Vendor shall assign all applicable third party warranties for Deliverables to the Purchasing State Agency.
- 3) **Personnel:** Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Administrator. Any desired substitution shall be noticed to the Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract services provided by such personnel.
- 4) **Subcontracting:** The Vendor may subcontract the performance of required services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
- 5) **Vendor's Representation:** Vendor warrants that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor will serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- 6) **Software License (for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto):** Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as floppy diskettes, CD-ROM, or flash card, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up, or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall destroy all software copies made by the State, deliver the original or any replacement copies of the software to the transferee, and notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.
- 7) **Maintenance/Support Services: Unless otherwise provided in the State's solicitation document, or in an attachment hereto,** for the first year and all subsequent contract years, Vendor agrees to provide the following

services for the current version and one previous version of any Software provided with the Deliverables, commencing upon installation of the Deliverables or delivery of the Software:

- a) **Error Correction.** Upon notice by the State of a problem with the Software by which the problem can be verified, Vendor shall use reasonable efforts to correct or provide a working solution for the problem. The State shall comply with all reasonable instructions or requests of Vendor in attempts to correct an error or defect in the Program. Vendor and the State shall act promptly and in a reasonably timely manner in communicating error or problem logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or affect maintenance services under this Paragraph.
  - b) **Defects.** Vendor shall notify the State of any material errors or defects in the Deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results. Vendor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
  - c) **Updates.** Vendor shall provide to the State, at no additional charge, all new releases, and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, is governed by the provisions of this Contract.
  - d) **Telephone Assistance.** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems during normal business hours, 8:00am - 6:00pm Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for maintenance service, within **two (2)** hours, for calls made at any time.
- 8) Reserved.**
- 9) Governmental Restrictions:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rules, or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate this Contract and compensate Vendor for sums due under the Contract.
- 10) Prohibition against Contingent Fees and Gratuities:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1009 (f), 06B.1030, or other provision of law.
- 11) Availability of Funds:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation, and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years, subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

- 12) Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than 30 days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Contract. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than thirty (30) days and approval by the State or Agency, the Agency may:
- Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
  - Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however; in no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
- 13) Acceptance Criteria:** In the event acceptance of Deliverables is not described in additional Contract documents, the State shall have the obligation to notify Vendor, in writing ten calendar days following delivery of any Deliverable described in the Contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverables fail to meet any specifications or acceptance criteria the State may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in North Carolina. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure the defect or replace the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price. When Deliverables are rejected, the Vendor must remove the rejected Deliverables from the premises of the State Agency within **ten (10)** calendar days of notification, unless otherwise agreed by the State Agency. Rejected items may be regarded as abandoned if not removed by Vendor as provided herein.
- 14) Equal Employment Opportunity:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical disability.
- 15) Inspection at Vendor's Site:** The State reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than **two (2)** weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award and during the Contract term, as necessary or proper, to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.
- 16) Advertising/Press Release:** The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 17) Confidentiality:** In accordance with 9 NCAC 06B.0207 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes. *However, under no circumstances shall price information be designated as confidential.* The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's

confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

- a) **Care of Information.** Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction, or erasure.
  - b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure, or privacy laws, provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
  - c) **Nondisclosure.** Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
- 18) Deliverables:** Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder. Deliverables are the property of the State of North Carolina and must be kept confidential or returned to the Agency, to ITS procurement, or destroyed as required by the State. Proprietary Vendor materials licensed to the State shall be identified to the State by Vendor prior to use or provision of services hereunder and shall remain the property of the Vendor. Embedded software or firmware shall not be a severable Deliverable. The State's solicitation document may supplement or substitute this definition and the requirements set forth in this Paragraph. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed nonexclusively to the State, at no additional license fee, pursuant to the terms of the software license contained herein, and in the Supplemental Terms and Conditions for Software and Services or the License Agreement if incorporated in the Solicitation Documents.
- 19) Late Delivery, Back Order:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute Deliverables or services.
- 20) Patent, Copyright, and Trade Secret Protection:**
- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.
  - b) Vendor shall not acquire any right, title, and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.
  - c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a United States patent or copyright or violates a trade secret. The Vendor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:



- i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
  - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a United States patent, copyright, or a trade secret, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation which:
- i) Results from the State's alteration of any Vendor-branded product or Deliverable, or
  - ii) Results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.
- 21) Access to Persons and Records:** Pursuant to N.C. General Statute 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other Agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.
- 22) Assignment:** Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee, and the State setting forth the foregoing obligation of Vendor and Assignee.
- 23) Insurance:** During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
- a) **Worker's Compensation.** The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract ; and
  - b) **Commercial General Liability.** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
  - c) **Automobile.** Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
  - d) **Coverage.** Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage

and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

- 24) Dispute Resolution:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.
- 25) Default:** In the event any Deliverable furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract specifications, notice of the failure is provided by the State and the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 13) herein, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 28) and 29) and the obligation to informally resolve disputes as provided in Paragraph 24) of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1030. The State reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1031 from the Vendor without expense to the State. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- a) If Vendor fails to deliver Deliverables within the time required by this Contract, the State may provide written notice of said failure to Vendor, and by such notice require payment of a penalty.
  - b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor will use reasonable efforts to mitigate delays, costs, or expenses arising from assumptions in the Vendor's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
  - c) Vendor shall provide a plan to cure any default if requested by the State. The plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Vendor may deem necessary or proper to provide.
- 26) Waiver of Default:** Waiver by either party of any default or breach by the other Party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 30)b) herein below.
- 27) Termination:** Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.
- a) The parties may mutually terminate this Contract by written agreement at any time.
  - b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 25), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
    - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 28) and 29) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
    - ii) Termination for Convenience without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving **thirty (30)** days prior notice in writing to the Vendor. Vendor shall be

entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

**28) Limitation of Vendor's Liability:**

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables.
- b) The Vendor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the Contract. Provided, however, that the State's Solicitation Documents or the Supplemental Terms and Conditions for Software or Services, if any, may increase Vendor's maximum liability for damages, but in no event shall the liability for damages be less than the total value of the Contract.
- c) The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection," to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Vendor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

**29) Vendor's Liability for Injury to Persons or Damage to Property:**

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Vendor's goods.

**30) General Indemnity:** The Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract. The foregoing indemnification and defense by the Vendor shall be conditioned upon the following:

- a) The Agency shall give Vendor written notice within thirty (30) days after it has actual knowledge of any such claim(s) or action(s) filed; and
- b) The Vendor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Agency or State shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

**31) Changes:** This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or Contract and all conditions and instructions of the Contract or proposal on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Deliverables or services delivered without a purchase order from the Agency or State Award Authority.

**32) Stop Work Order:** The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under this Contract for a period up to 90 days after the Stop Work Order is delivered to the Vendor. The 90-day period may be extended for any further period for which the parties may agree.

- a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable

steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of 90 days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:

- i) Cancel the Stop Work Order, or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of this Contract, and
  - ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement. However, the State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.
- 33) Price Adjustments for Term Contracts:** Changes in prices or costs quoted by Vendor may be permitted during the term of the Contract, but shall be subject to the requirements of this Paragraph, and any additional terms of the solicitation document. Permitted changes during the Contract period must be general and by reason of market change, change in manufacturer's list price, or price adjustments authorized by Contract.
- a) Notification: Vendor must provide written notification of any proposed pricing change to the Office of Information Technology Services not less than **sixty (60)** days prior to the desired effective date of any proposed price adjustment. If Vendor is a reseller, MCL, VAR, or other party having a similar relationship with the manufacturer, the notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the price change is general in nature.
  - b) Decreases: The State shall receive full proportionate benefit of any decrease immediately upon the effective date at any time during the Contract period.
  - c) Increases: All prices and costs shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with the State reserving the right to accept or reject the increase, or cancel the Contract. The State shall exercise this right not later than 30 days after the receipt by of a properly documented request for price increase. Any increases accepted shall become effective not earlier than 30 days after the expiration of the original 30 days reserved to evaluate the request for increase.
- 34) Time is of the Essence:** Time is of the essence in the performance of this Contract.
- 35) Date and Time Warranty:** The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.
- 36) Independent Contractors:** Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.
- 37) Transportation:** Transportation of Deliverables shall be FOB Destination North Carolina; unless otherwise specified in the purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
- 38) Notices:** Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.
- 39) Titles and Headings:** Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

- 40) **Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 31) herein.
- 41) **Taxes:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Contract. Any applicable State or local sales taxes shall be invoiced as a separate item.
- 42) **Governing Laws, Jurisdiction, and Venue:**
- a) This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
  - b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.
- 43) **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 44) **Compliance with Laws:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 45) **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- 46) **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365) n), and any amendments thereto.
- 47) **Electronic Procurement (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within **two (2)** business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.
- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
  - b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have

waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.
  - d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.
- 48) Electronic Procurement (Applies only to Statewide Term Contracts):** Within fifteen (15) calendar days of notice, the Vendor shall provide supplier information, contract pricing, and other product related information requested by the State or the Supplier Manager. This information shall include such information as Vendor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information or properly requested by the State of the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the Vendor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the Vendor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display Vendor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with Vendor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the Vendor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.
- a) If the Vendor is not the manufacturer, then it shall be the Vendor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the Vendor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value-added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.
  - b) **Vendor is and shall remain responsible for paying the transaction fee on behalf of its authorized reseller in the event that the authorized reseller defaults.**



# City of Greenville, North Carolina

Meeting Date: 11/07/2022

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**Title of Item:** Reimbursement Resolution for the Replacement of Public Safety Communication Equipment

**Explanation:** This item is for Council to approve the reimbursement resolution for the proposed public safety communication equipment installment financing agreement. The issuance of this debt is planned for March 2023.

Spending for this project is scheduled to begin in November, with a budget to establish the capital project for purchase of public safety communication equipment included in the budget amendment to be presented at the November 7, 2022 City Council meeting. Staff is requesting approval of the attached reimbursement resolution, which will allow the City to reimburse itself for costs expended prior to the actual installment purchase transaction for this project.

**Fiscal Note:** The reimbursement resolution is in the amount of \$2,500,000.

**Recommendation:** Approve the attached reimbursement resolution.

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## ATTACHMENTS

 [Public Safety Communication Equipment.docx](#)

RESOLUTION NO. \_\_\_\_

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF  
ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE  
AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION OF PUBLIC  
SAFETY COMMUNICATION EQUIPMENT

WHEREAS, the City of Greenville, North Carolina (the “Issuer”) is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Issuer has paid, beginning no earlier than November 1, 2022, and will pay, on and after the date hereof, certain expenditures (the “Expenditures”) in connection with the acquisition of public safety communication equipment, as described in more detail in Exhibit A attached hereto (the “Project”); and

WHEREAS, the City Council of the Issuer (the “City Council”) has determined that those moneys previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the “Tax-Exempt Obligations”);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, as follows:

Section 1. The City Council hereby declares the Issuer’s intent to reimburse the Issuer with the proceeds of the Tax-Exempt Obligations for the Expenditures with respect to the Project made on and after November 1, 2022, which date is no more than 60 days prior to the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Tax-Exempt Obligations.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to tax-exempt financings, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Issuer so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.

Section 3. The maximum aggregate principal amount of the Tax-Exempt Obligations expected to be issued for the Project is \$2,500,000.

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer’s use of proceeds of tax-exempt financings to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid



or the respective Project with respect to which such Expenditure is paid is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Issuer recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five years.

Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 7th day of November, 2022.

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P.J. Connelly, Mayor

Attested to:

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Valerie P. Shiuwegar, City Clerk

DESCRIPTION OF PROJECT

**Public Safety Communications Equipment Replacement**

Project Description

The radio equipment utilized by Police and Fire/Rescue personnel has reached an “end of life” status as the production was discontinued by the manufacturer in 2013 and support ended in 2018. As a result, the aging equipment is no longer able to be serviced or repaired. This can result in an inability to effectively provide high quality Police and Fire/Rescue services to the community.

The purpose of this project is to replace aging radio equipment with modern, reliable radio equipment that will serve the community for many years to come. The contract includes the purchase of approximately 600 total radios and includes portable radios assigned to officers, mobile radios installed in vehicles, and control stations installed inside Police and Fire/Rescue Stations.



CITY OF GREENVILLE  
NORTH CAROLINA

CERTIFICATION OF THE CITY CLERK

I hereby certify that I am the duly appointed and acting City Clerk of the City of Greenville, North Carolina, and as such I am the legal custodian of the Official Minutes and Records of the City of Greenville, North Carolina. I further attest and certify that the foregoing is a true copy of Resolution No. \_\_\_\_-22, which was duly adopted by the Greenville City Council at their meeting held on November 7, 2022.

In witness whereof, I have hereunto set my hand and the official seal of the City of Greenville, North Carolina, on this the 7<sup>th</sup> day of November, 2022.

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Valerie P. Shiuwegar  
City Clerk

SEAL



# City of Greenville, North Carolina

**Meeting Date: 11/07/2022**

**Title of Item:** Budget Ordinance Amendment #4 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), and Special Revenue Grant Fund (Ordinance #11-003)

**Explanation:** Attached for consideration at the November 7, 2022 City Council meeting is an ordinance amending the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), and Special Revenue Grant Fund (Ordinance #11-003).

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

<u>Item</u>	<u>Justification</u>	<u>Funds</u>	<u>Net</u>
		<u>Amended</u>	<u>Adjustment</u>
A	Transfer Rural Transformation Grant funding from the Special Revenue Grant Fund to Engineering Capital Projects Fund to consolidate the Ficklen Street Improvement Project.	Special Revenue Grant Engineering Capital Project	\$-
B	Reappropriate funds for the Pitt Street Improvements Project within the Stormwater Utility Fund.	Stormwater Utility	\$188,700

C	Appropriate fund balance and transfer to the Recreation & Parks Capital Project Fund for the PARTF Grant and Wildwood trail construction.	General Fund Rec & Parks Capital Projects	\$900,000
D	Recognize revenue received from Pitt Greenville Soccer Association for the purchase of fall soccer uniforms within the Rec & Parks Department.	General Fund	\$3,704
E	Recognize additional grant funding within the Transit Fund for MPO planning and mobility initiatives.	Transit	\$46,233
F	Recognize grant funding and installment financing proceeds within the Fire/Rescue Capital Project Fund for the acquisition of Public Safety communications equipment.	Fire/Rescue Capital Project	\$5,424,649
G	To appropriate grant funding from the Department of Justice COPS Community Policing Development Microgrant for officer recruitment and retention	Grants Spec Rev	\$175,000

**Fiscal Note:**

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2022-23 Revised Budget</u>	<u>Amendment #4</u>	<u>2022-23 Budget per Amendment #4</u>
General	\$97,969,948	\$903,704	\$98,873,652
Debt Service	6,322,622	-	6,322,622
Public Transportation (Transit)	4,153,639	46,233	4,199,872
Capital Reserve	1,250,000	-	1,250,000
Fleet Maintenance	5,415,142	-	5,415,142
Sanitation	8,513,983	-	8,513,983
Stormwater	10,775,270	188,700	10,963,969
Housing	1,981,972	-	1,981,972
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	10,645,862	-	10,645,862
Facilities Improvement	2,391,874	-	2,391,874
Special Revenue Grants	13,609,014	175,000	13,784,014
Public Works Capital Projects	58,993,491	-	58,993,491
Recreation & Parks Capital Projects	14,715,556	900,000	15,615,556
Community Development Capital Projects	19,404,227	-	19,404,227
Red Light Camera Program	1,800,000	-	1,800,000
Engineering Capital Projects	30,653,753	875,000	32,403,753
Occupancy Tax	4,096,128	-	4,096,128
Fire/Rescue Capital Projects	7,494,528	5,424,649	12,919,177

**Recommendation:** Approve Budget Ordinance Amendment #4 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), and Special Revenue Grant Fund (Ordinance #11-003).

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ATTACHMENTS

 [BA\\_\\_4.xlsx](#)

ORDINANCE NO. 22-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#4) Amending the 2022-23 Budget (Ordinance #22-045),  
Special Revenue Grant Fund (Ordinance #11-003), the Capital Projects Funds (Ordinance #17-024),  
and Engineering Capital Projects Fund (Ordinance #20-019)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #4						
	2022-23 Revised Budget	C.	D.	Total Amend #4	2022-23 Budget per Amend #4	
<b>ESTIMATED REVENUES</b>						
Property Tax	\$ 38,030,400	\$ -	\$ -	\$ -	\$ 38,030,400	
Sales Tax	26,935,346	-	-	-	26,935,346	
Video Prog. & Telecom. Service Tax	793,717	-	-	-	793,717	
Rental Vehicle Gross Receipts	176,125	-	-	-	176,125	
Utilities Franchise Tax	6,828,328	-	-	-	6,828,328	
Motor Vehicle Tax	1,746,059	-	-	-	1,746,059	
Other Unrestricted Intergov't	871,145	-	-	-	871,145	
Powell Bill	2,123,924	-	-	-	2,123,924	
Restricted Intergov't Revenues	465,601	-	-	-	465,601	
Licenses, Permits and Fees	4,341,722	-	-	-	4,341,722	
Rescue Service Transport	3,200,000	-	-	-	3,200,000	
Parking Violation Penalties, Leases,	275,000	-	-	-	275,000	
Other Sales & Services	378,697	-	-	-	378,697	
Other Revenues	1,032,490	-	3,704	3,704	1,036,194	
Interest on Investments	742,690	-	-	-	742,690	
Transfers In GUC	7,074,328	-	-	-	7,074,328	
Appropriated Fund Balance	2,954,376	900,000	-	900,000	3,854,376	
<b>Total Revenues</b>	<b>\$ 97,969,948</b>	<b>\$ 900,000</b>	<b>\$ 3,704</b>	<b>\$ 903,704</b>	<b>\$ 98,873,652</b>	
<b>APPROPRIATIONS</b>						
Mayor/City Council	\$ 523,950	\$ -	\$ -	\$ -	\$ 523,950	
City Manager	3,129,886	-	-	-	3,129,886	
City Clerk	362,930	-	-	-	362,930	
City Attorney	686,116	-	-	-	686,116	
Human Resources	4,390,205	-	-	-	4,390,205	
Information Technology	3,643,575	-	-	-	3,643,575	
Engineering	5,141,209	-	-	-	5,141,209	
Fire/Rescue	17,631,764	-	-	-	17,631,764	
Financial Services	2,875,703	-	-	-	2,875,703	
Recreation & Parks	8,101,589	-	3,704	3,704	8,105,293	
Police	28,616,470	-	-	-	28,616,470	
Public Works	6,280,769	-	-	-	6,280,769	
Planning & Development	3,441,044	-	-	-	3,441,044	
OPEB	700,000	-	-	-	700,000	
Capital Improvements	474,018	-	-	-	474,018	
Contingency	100,000	-	-	-	100,000	
Indirect Cost Reimbursement	(1,950,887)	-	-	-	(1,950,887)	
<b>Total Appropriations</b>	<b>\$ 84,148,341</b>	<b>\$ -</b>	<b>\$ 3,704</b>	<b>\$ 3,704</b>	<b>\$ 84,152,045</b>	
<b>OTHER FINANCING SOURCES</b>						
Transfers to Other Funds	\$ 13,821,607	\$ 900,000	\$ -	\$ 900,000	\$ 14,721,607	
<b>Total Other Financing Sources</b>	<b>\$ 13,821,607</b>	<b>\$ 900,000</b>	<b>\$ -</b>	<b>\$ 900,000</b>	<b>\$ 14,721,607</b>	
<b>Total Approp &amp; Other Fin Sources</b>	<b>\$ 97,969,948</b>	<b>\$ 900,000</b>	<b>\$ 3,704</b>	<b>\$ 903,704</b>	<b>\$ 98,873,652</b>	

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

	2022-23 Revised Budget	A.	Total Amend #4	2022-23 Budget per Amend #4
<b>ESTIMATED REVENUES</b>				
Special Fed/State/Loc Grant	\$ 15,000,000	\$ -	\$ -	\$ 15,000,000
Transfer from Capital Reserve	3,266,882	-	-	3,266,882
Transfer from Street Improvement Bond Fund	2,555,921	-	-	2,555,921
Transfer from Other Funds	861,753	875,000	875,000	2,611,753
Other In-kind Contributions	1,170,000	-	-	1,170,000
Transfer from General Fund	6,366,157	-	-	6,366,157
Sale of Property	1,433,040	-	-	1,433,040
<b>Total Revenues</b>	<b>\$ 30,653,753</b>	<b>\$ 875,000</b>	<b>\$ 875,000</b>	<b>\$ 32,403,753</b>
<b>APPROPRIATIONS</b>				
BUILD	\$ 24,000,000	\$ -	\$ -	\$ 24,000,000
Pavement Management Program	2,800,000	-	-	2,800,000
Employee Parking Lot	1,363,753	-	-	1,363,753
Ficklen Street Improvements	1,240,000	875,000	875,000	2,990,000
Dickinson Avenue Improvements	1,250,000	-	-	1,250,000
<b>Total Appropriations</b>	<b>\$ 30,653,753</b>	<b>\$ 875,000</b>	<b>\$ 875,000</b>	<b>\$ 32,403,753</b>

Section III: Estimated Revenues and Appropriations. Stormwater Management Utility Fund, of Ordinance #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Original Budget	B.	Total Amend #4	2022-23 Budget per Amend #4
<b>ESTIMATED REVENUES</b>				
Utility Fee	\$ 8,535,490	\$ -	\$ -	\$ 8,535,490
Appropriated Fund Balance	2,239,779	188,700	188,700	2,428,479
<b>Total Revenues</b>	<b>\$ 10,775,269</b>	<b>\$ 188,700</b>	<b>\$ 188,700</b>	<b>\$ 10,963,969</b>
<b>APPROPRIATIONS</b>				
Stormwater Management	\$ 9,779,169	\$ 188,700	\$ 188,700	\$ 9,967,869
Transfer to Public Works Capital Projects	996,100	-	-	996,100
<b>Total Appropriations</b>	<b>\$ 10,775,269</b>	<b>\$ 188,700</b>	<b>\$ 188,700</b>	<b>\$ 10,963,969</b>



Section IV: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	A.	B.	Total Amend #4	2022-23 Budget per Amend #4
<b>ESTIMATED REVENUES</b>					
Special Fed/State/Loc Grant	\$ 10,429,263	\$ -	\$ 175,000	\$ 175,000	\$ 10,604,263
CARES Act Funding	1,594,927	-	-	-	1,594,927
Transfer From General Fund	1,512,170	-	-	-	1,512,170
Transfer From Pre-1994 Entitlement	27,419	-	-	-	27,419
Transfer from Other Funds	45,235	-	-	-	45,235
<b>Total Revenues</b>	<b>\$ 13,609,014</b>	<b>\$ -</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 13,784,014</b>
<b>APPROPRIATIONS</b>					
Personnel	\$ 2,264,108	\$ -	\$ -	\$ -	\$ 2,264,108
Operating	5,927,674	-	-	-	5,927,674
Capital Outlay	2,006,385	-	-	-	2,006,385
Transfers	27,419	-	-	-	27,419
COVID-19	1,560,518	-	-	-	1,560,518
Rural Housing Recovery Grant	350,000	-	-	-	350,000
Environmental Enhancement Grant	88,275	-	-	-	88,275
STAR Grant	330,000	-	-	-	330,000
Rural Transportation Grant	875,000	(875,000)	-	(875,000)	-
Governor's Crime Commission Grant 22	24,500	-	-	-	24,500
COPS Community Policing Development	-	-	175,000	175,000	175,000
Justice Assistance Grant 2022	55,135	-	-	-	55,135
Project Lucky - Job Creation Grant	100,000	-	-	-	100,000
Transfer to Other Funds	-	875,000	-	875,000	875,000
<b>Total Appropriations</b>	<b>\$ 13,609,014</b>	<b>\$ -</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>\$ 13,784,014</b>

Section V: Estimated Revenues and Appropriations. Transit Fund, of Ordinance #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	E.	Total Amend #4	2022-23 Budget per Amend #4
<b>ESTIMATED REVENUES</b>				
Grant Income	\$ 2,970,672	\$ 46,233	\$ -	\$ 46,233
Bus Fare Ticket Sales	272,000	-	-	272,000
Other Revenues	50,000	-	-	50,000
Transfer from General Fund	771,894	-	-	771,894
Appropriated Fund Balance	89,073	-	-	89,073
<b>Total Revenues</b>	<b>\$ 4,153,639</b>	<b>\$ 46,233</b>	<b>\$ -</b>	<b>\$ 46,233</b>
<b>APPROPRIATIONS</b>				
Public Transportation	\$ 4,153,639	\$ 46,233	\$ -	\$ 46,233
<b>Total Appropriations</b>	<b>\$ 4,153,639</b>	<b>\$ 46,233</b>	<b>\$ -</b>	<b>\$ 46,233</b>

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

	2022-23 Revised Budget	C.	Total Amend #4	2022-23 Budget per Amend #4
<b>ESTIMATED REVENUES</b>				
Restricted Intergovernmental	\$ 760,857	\$ -	\$ -	\$ 760,857
Transfer from General Fund	1,723,484	900,000	900,000	2,623,484
Transfer from Capital Reserve	128,822	-	-	128,822
Transfer from CD Cap Project Fund	82,965	-	-	82,965
Transfer from FIP	44,818	-	-	44,818
Transfer from FEMA-Hurricane	117,340	-	-	117,340
Transfer from Public Works Capital	30,000	-	-	30,000
Special Donations	639,500	-	-	639,500
Miscellaneous Revenue	567,148	-	-	567,148
Appropriated Fund Balance	572,874	-	-	572,874
Long Term Financing	10,047,748	-	-	10,047,748
<b>Total Revenues</b>	<b>\$ 14,715,556</b>	<b>\$ 900,000</b>	<b>\$ 900,000</b>	<b>\$ 15,615,556</b>
<b>APPROPRIATIONS</b>				
Water Sports Facility Project	\$ 794,675	\$ -	\$ -	\$ 794,675
Wildwood Park	7,869,519	900,000	900,000	8,769,519
Transfer to General Fund	9,000	-	-	9,000
Eppes Remodel	1,359,151	-	-	1,359,151
Parks Improvements	45,000	-	-	45,000
Pool Replacement	4,291,828	-	-	4,291,828
Off-Leash Dog Park	175,000	-	-	175,000
Parks Comprehensive Master Plan	147,000	-	-	147,000
Transfer to Other Fund	24,383	-	-	24,383
<b>Total Appropriations</b>	<b>\$ 14,715,556</b>	<b>\$ 900,000</b>	<b>\$ 900,000</b>	<b>\$ 15,615,556</b>

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

	2022-23 Revised Budget	F.	Total Amend #4	2022-23 Budget per Amend #4
<b>ESTIMATED REVENUES</b>				
Debt Proceeds	\$ 6,794,528	\$ 2,424,649	\$ 2,424,649	\$ 9,219,177
Special Fed/State/Loc Grant	-	3,000,000	3,000,000	3,000,000
Transfer from General Fund	220,000	-	-	220,000
Sale of Property	480,000	-	-	480,000
<b>Total Revenues</b>	<b>\$ 7,494,528</b>	<b>\$ 5,424,649</b>	<b>\$ 5,424,649</b>	<b>\$ 12,919,177</b>
<b>APPROPRIATIONS</b>				
Fire Station #7	\$ 6,766,143	\$ -	\$ -	\$ 6,766,143
Fire Station # 1 Bay Extension	728,385	-	-	728,385
Public Safety Comm. Equipment	-	5,424,649	5,424,649	5,424,649
<b>Total Appropriations</b>	<b>\$ 7,494,528</b>	<b>\$ 5,424,649</b>	<b>\$ 5,424,649</b>	<b>\$ 12,919,177</b>

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

Adopted this 7th day of November, 2022

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

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk