



**WINTERVILLE TOWN COUNCIL SPECIAL CALLED MEETING AGENDA**  
**MONDAY, DECEMBER 22, 2025 - 6:00 PM**  
**WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. **CALL TO ORDER.**
- II. **INVOCATION:**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **ROLL CALL.**
- VI. **APPROVAL OF AGENDA.**
- VII. **INSTALLATION AND OATH OF OFFICE OF NEWLY ELECTED TOWN OFFICIALS:**
  1. Mayor-Elect Richard E. Hines sworn in by the Honorable Wendy S. Hazelton, District Court Judge.
  2. Councilwoman-Elect Shantel Hawkins sworn in by the Honorable Wendy S. Hazelton, District Court Judge.
  3. Councilman-Elect Johnny Moye sworn in by the Honorable Wendy S. Hazelton, District Court Judge.
- VIII. **APPOINTMENT OF MAYOR PRO-TEM.**
- IX. **RECESS.**
- X. **RECOGNITION OF NEW EMPLOYEE:**
  1. Alison Robbins, Customer Service Representative, Finance Department.
- XI. **PUBLIC HEARINGS:**
  1. Rucker Farm Rezoning.
- XII. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
  1. Ross Peterson – Town Services.
- XIII. **CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
  1. Approval of Council Meeting Minutes.
  2. Approval of 2026 calendars.
    - Draft 2026 Regular Council Meeting Calendar; and
    - Draft 2026 Holiday Calendar; and
    - Draft 2026-2027 Budget Calendar.

3. Budget Amendment (2025-2026-4).
4. Emergency Stormwater Repair - Channel Drive.
5. Fortner Commercial LLC Annexation Petition: Clerk to Investigate Sufficiency.
6. Bike and Pedestrian Plan Grant Acceptance and Authorization.
7. NCDOT Agreement to Construct a Sidewalk on Mill Street.

**XIV. OLD BUSINESS.**

**XV. NEW BUSINESS:**

1. Vac Trailer Purchase.
2. Cost Share Agreement with Garden Street Communities.
3. Approval to Purchase Two-Way Radio Communication Equipment for Fire-Rescue-EMS and Police Departments and Associated Resolution of Reimbursement.
4. Rivers and Associates, Settlement Agreement Mutual Release of Claims.

**XVI. OTHER AGENDA ITEMS:**

**XVII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:**

1. Town Strategic Plan.
2. Amendments to Code of the Ordinances / Council Rules of Procedures.
3. Accessory Dwelling Units.

**XVIII. ANNOUNCEMENTS:**

- Christmas Holidays – Town Offices Closed: Wednesday, December 24 – Friday, December 26, 2025.
- Agenda Abstracts for January 12th Meeting Due: Wednesday, December 31, 2025.
- New Year's Holiday – Town Offices Closed: Thursday, January 1, 2026.
- Agenda Review Meeting: Thursday, January 8, 2026 @4:00 pm – Town Hall Executive Conference Room.
- Ripe for Revival Mobile Market: Thursday, January 8, 2026; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- February 2026 Newsletter Information Due: Monday, January 5, 2026.
- Regular Town Council Meeting: Monday, January 12, 2026 @ 6:00 pm - Town Hall Assembly Room.
- Town Annual Planning Meeting – Part 1: Tuesday, January 27, 2026 @5:30 pm - Town Hall Executive Conference Room.
- Town Annual Planning Meeting – Part 2 (Tentative): Tuesday, February 3, 2026 @5:30 pm - Town Hall Executive Conference Room.

**XIX. REPORTS FROM THE TOWN MANAGER, TOWN ATTORNEY, TOWN COUNCIL, AND MAYOR.**

**XX. CLOSED SESSION:**

**NCGS § 143-318.11. (a) (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.**

**XXI. ADJOURN.**

***SPECIAL NOTICE:*** Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 756-2221 ext. 2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)

2571 Railroad Street  
P.O. Box 1459  
Winterville, NC 28590



Phone: (252) 215-2340  
Fax: (252) 215-2450  
[www.wintervillenc.com](http://www.wintervillenc.com)

**NORTH CAROLINA  
PITT COUNTY  
TOWN OF WINTERVILLE**

**OATH OF OFFICE**

I, Richard E. Hines, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Mayor, so help me God.

---

Richard E. Hines, Mayor

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The Honorable Wendy S. Hazelton  
District Court Judge

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December 22, 2025  
Date

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**NORTH CAROLINA  
PITT COUNTY  
TOWN OF WINTERVILLE**

**OATH OF OFFICE**

I, Shantel E. Hawkins, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Councilwoman, so help me God.

---

Shantel E. Hawkins, Town Councilwoman

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The Honorable Wendy S. Hazelton  
District Court Judge

---

December 22, 2025  
Date



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**NORTH CAROLINA  
PITT COUNTY  
TOWN OF WINTERVILLE**

**OATH OF OFFICE**

I, Johnny Moya, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Councilman, so help me God.

---

Johnny Moya, Town Councilman

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The Honorable Wendy S. Hazelton  
District Court Judge

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December 22, 2025  
Date



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Public Hearings

**Meeting Date:** December 22, 2025

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Rucker Farm Rezoning.

**Action Requested:** Hold Public Hearing for Rezoning.

**Attachment:** Rezoning Application, Map, Legal Description, Staff Report, Certified Mailed Notice of Public Hearing; Planning and Zoning Rezoning Consistency and Reasonableness Vote, and Town Council Draft Rezoning Consistency and Reasonableness Vote.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 11/24/2025

**ABSTRACT ROUTING:**

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

**Supporting Documentation**

**Applicant:** Garden Street Communities Southeast, LLC.

**Location:** Southwestern Corner of Laurie Ellis Road and Old Tar Road.

**Parcel Numbers:** 92800 & 23077.

**Site Data:** 109.55 acres.

**Current Zoning:** Agricultural- Residential. (AR).

**Proposed Zoning:** R-10 Conditional District (CD).

- Condition: Development will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

**Comprehensive Plan/Future Land Use Plan's Recommendation:** Suburban Residential.

**Staff Analysis:**

The 109.55-acre property is currently vacant. The surrounding properties are mostly residential, agricultural land, with some rural residential homes. The proposed R-10 CD rezoning is consistent with the development trends in the area and is consistent with the Comprehensive Land Use Plan.

Staff recommends **approval** of the rezoning request from A-R to R-10 CD with the condition that the development will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

Planning and Zoning Board unanimously recommended **approval** at their October 20, 2025 meeting.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends approval of Rezoning request as it is consistent with the Comprehensive Land Use Plan.



**REZONING APPLICATION  
TOWN OF WINTERVILLE**

2571 Railroad Street  
P O Box 1459  
Winterville, NC 28590  
Phone: (252) 756-2221

**Staff Use Only**  
Appl. # \_\_\_\_\_

**OWNERSHIP INFORMATION:**

Applicant: Garden Street Communities Southeast, LLC  
Address: 100 W. Garden St. 2<sup>nd</sup> Floor, Pensacola FL, 32502  
Phone #: (919) 605-4962  
Owner: Lorraine Rucker Laurie Howard Ellis Jr Trust  
Address: 4433 Norris Store Rd, Ayden, NC 28513 1036 Madison Ave, San Diego, CA 92116  
Phone #: \_\_\_\_\_

**PROPERTY INFORMATION**

Parcel #: 23077 / 92800 Area (square feet or acres): +/- 109.55  
Current Land Use: Vacant  
Location of Property: 2832 Rucker Farm Lane Winterville, NC / 2844 Rucker Farm Lane, Winterville, NC

**ZONING REQUEST**

Existing Zoning: AR Requested Zoning: R-10 conditional district  
Reason for zoning change: The proposed development will be residential and the R-10 zoning matches the proposed use. Rezoning will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

**This application shall be accompanied by the following items:**

- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property;
- A list of the names and addresses of all owners of property involved in the map change and all adjoining property owners as shown on County tax records;
- A filing fee according to a regularly adopted Fee Schedule of the Town.

**OWNER/AGENT STATEMENT**

I, Robert Paschal, being the Owner or Agent (if Agent, complete

section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for \_\_\_\_/\_\_\_\_/\_\_\_\_.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance may result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

- All owners of the property must sign the application.

P. Ellis  
Signature

9/18/2025  
Date

**NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.**

- All owners of the property must sign the application.

I, PEDRO BALDERAS ELLIS, being the Owner of the property described herein, do hereby authorize ROBERT PASCHAL as agent for the purpose of this application.

P. Ellis  
Signature

9/18/2025  
Date

Sworn to and subscribed before me, this \_\_\_\_ day of \_\_\_\_, 20\_\_.

see attached Paul G  
Notary Public

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

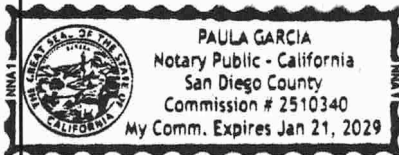
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 18  
day of September, 2025, by Pedro Balderas  
\$11.5

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Paula D

**OWNER/AGENT STATEMENT**

I, Robert Paschal, being the Owner or Agent (if Agent, complete

section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for \_\_\_\_/\_\_\_\_/\_\_\_\_.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance my result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

- All owners of the property must sign the application.

Lorraine Rucker  
Signature

9-19-25  
Date

**NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.**

- All owners of the property must sign the application.

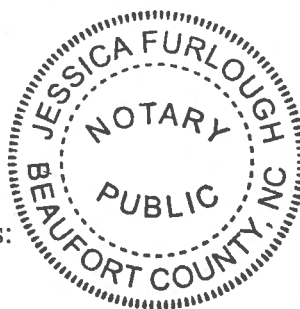
I, Lorraine Rucker, being the Owner of the property described herein, do hereby authorize Robert Paschal as agent for the purpose of this application.

Lorraine Rucker  
Signature

9-19-25  
Date

Sworn to and subscribed before me, this 19th day of September, 2025.

My Commission Expires: 2-14-27



Jessica Furlough  
Notary Public



**Staff Use Only**

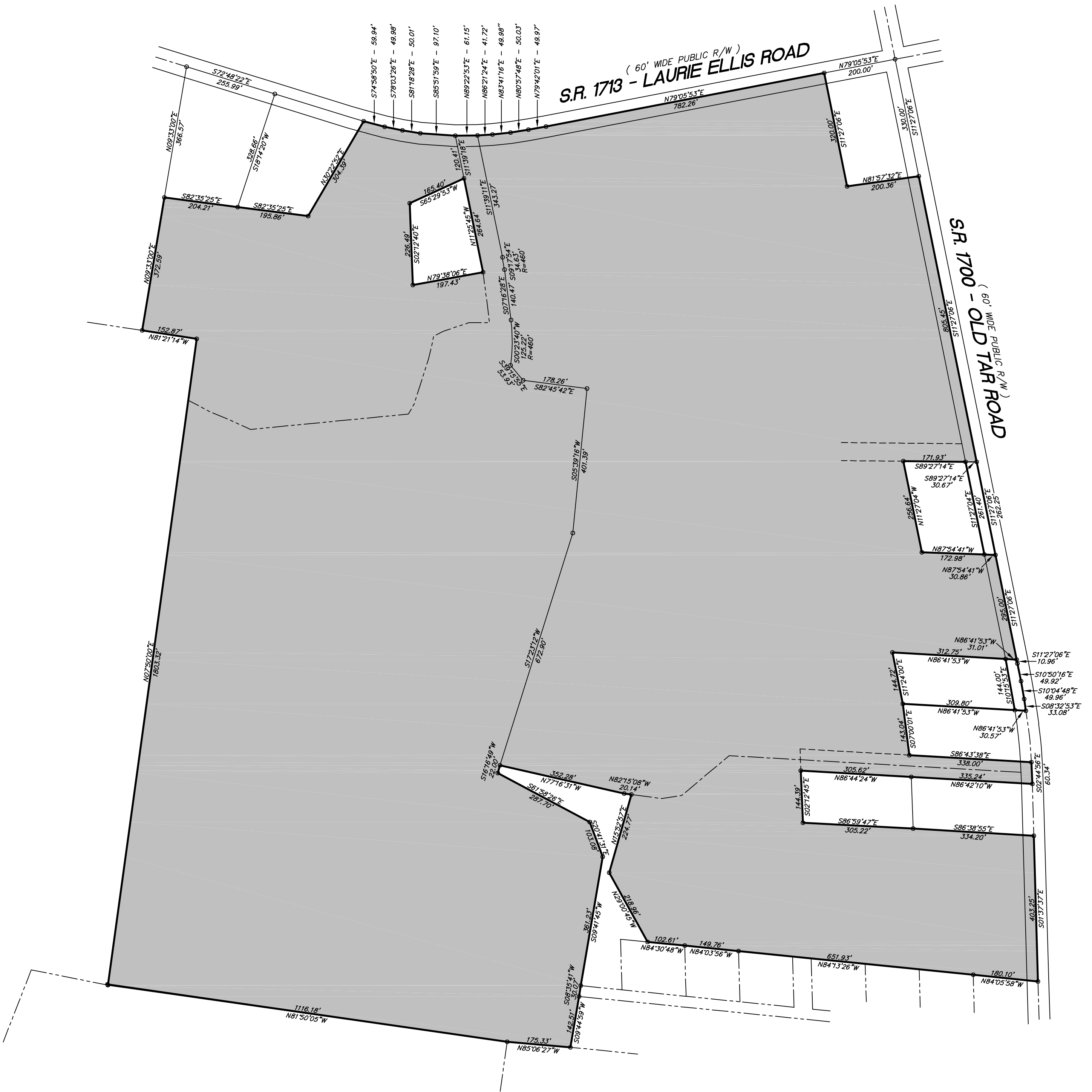
Appl. #: \_\_\_\_\_ Fee Amount \_\_\_\_\_ Date Paid \_\_\_\_\_

Planning Board Recommendation: APPROVED ☐ Meeting Date: \_\_\_\_\_  
DENIED ☐

Conditions/Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town Council Decision: APPROVED ☐ Meeting Date: \_\_\_\_\_  
DENIED ☐

Conditions/Comments: \_\_\_\_\_  
\_\_\_\_\_



# Rucker Farm Rezoning Map



GRAPHIC SCALE: 1 inch = 200 feet



Exhibit "A"  
Legal Description  
Winterville, Pitt County, North Carolina

Beginning at a Point, said Point being a PK Nail located at the intersection of SR 1713 and SR 1700, thence S 11 degrees 27 minutes 06seconds East for a distance of 330 feet to a point along the centerline of SR 1700, being the northeastern corner of the Ellis Pedro Balderas Trustee Laurie Howard Ellis Jr Exempt Descendants Trust Etal tract as described and recorded in Deed Book 4561, Page 301 in the Pitt County Register of Deeds.

Thence, from said Point of Beginning, along the centerline of line of SR 1700, S 11 degrees 27 minutes 06 seconds East for a distance of 805.45 feet;

Thence, cornering S 89 degrees 27 minutes 14 seconds East for a distance of 30.67 feet;

Thence, along the northern line of the Greenville Utilities Commission property S 89 degrees 27 minutes 14 seconds E for a distance of 171.93';

Thence, cornering along the western line of the Greenville Utilities Commission property N 11 degrees 27 minutes 04 seconds West for a distance of 256.64 feet;

Thence, cornering along the southern line of the Greenville Utilities Commission property N 87 degrees 54 minutes 41seconds West for a distance of 172.98 feet;

Thence, N 87 degrees 54 minutes 41 seconds West for a distance of 30.86 feet;

Thence, cornering along the Centerline of SR 1700 S 11 degrees 27 minutes 06 seconds East for a distance of 295.00;

Thence, cornering N 86 degrees, 41 minutes, 53 seconds West for a distance of 31.01 feet;

Thence, along the northern line of the Anita Griffin property N 86 degrees 41 minutes 53 seconds West for a distance of 312.75 feet;

Thence, cornering along the west line of the Anita Griffin property S 11 degrees 24 minutes 00 seconds East, for a distance of 144.72 feet;

Thence, along the western line of the Sara Rollins Saringer Life Estate Sara Maureen Saringer Remainder Etal. property S 07 degrees 00 minutes 01 seconds for a distance of 143.04 feet;

Thence, cornering along the southern line of the Sara Rollins Saringer Life Estate Sara Maureen Saringer Remainder Etal. property S 86 degrees 43 minutes 38 seconds East for a distance of 338 feet to the Centerline of SR 1700;

Thence, cornering along the centerline of SR 1700 S 02 degrees 44 minutes 56 seconds East for a distance of 60.34 feet;

Thence, cornering along the northern line of the Susan Burke Brogden property N 86 degrees 42 minutes 10 seconds West for a distance of 335.24 feet;

Thence, along the northern line of the Belinda and Michelle Yanda property N 86 degrees 44 minutes 24 seconds West for a distance of 305.62 feet;

Thence, cornering along the western line of the Belinda and Michelle Yanda property N 02 degrees 12 minutes 45 seconds East for a distance of 144.39 feet;

Thence, cornering along the southern line of the Belinda and Michelle Yanda property S 86 degrees 59 minutes 47 seconds East for a distance of 305.22 feet;

Thence, along the southern line of the Susan Burke Brogden property S 86 degrees 38 minutes 55 seconds East for a distance of 334.20 feet to the centerline of SR 1700;

Thence, cornering along the Centerline of SR 1700 S 01 degrees 37 minutes 37 seconds East for a distance of 403.25 feet;

Thence, cornering along the northern line of the Ellis Woods Subdivision N 84 degrees 05 minutes 58 seconds West for a distance of 180.10 feet;

Thence N 84 degrees 13 minutes 26 seconds West for a distance of 651.93 feet;

Thence N 84 degrees 03 minutes 56 seconds West for a distance of 149.76 feet;

Thence N 84 degrees 30 minutes 48 seconds West for a distance of 102.61 feet;

Thence, cornering, N 29 degrees 00 minutes 45 seconds West for a distance of 218.96 feet;

Thence, N 15 degrees 52 minutes 57 seconds East for a distance of 224.77 feet;

Thence, cornering N 82 degrees 15 minutes 08 seconds West for a distance of 20.14 feet;

Thence, N 77 degrees 16 minutes 31 seconds West for a distance of 352.28 feet;

Thence, cornering S 16 degrees 16 minutes, 49 seconds West for a distance of 22.00 feet;

Thence, cornering S 61 degrees 58 minutes 26 seconds East for a distance of 287.70 feet;

Thence, S 20 degrees 41 minutes 31 seconds East for a distance of 103.08 feet;

Thence, S 09 degrees 41 minutes 42 seconds West for a distance of 361.23 feet;

Thence, S 08 degrees 35 minutes 41 seconds West for a distance of 30.07 feet;

Thence, S 09 degrees 44 minutes 59 seconds West for a distance of 142.51 feet;

Thence, cornering along the northern line of the Jason Thomas property N 85 degrees 06 minutes 27 seconds West for a distance of 175.33 feet;

Thence, along the northern line of the Robert Edwards property N 81 degrees 50 minutes 05 seconds West for a distance of 1,116.18 feet;

Thence, cornering along the eastern line of the SouthbrookNC, LLC property N 07 degrees 50 minutes 00 seconds East for a distance of 1,803.32;

Thence, cornering N 81 degrees 21 minutes 14 seconds West for a distance of 152.87 feet;

Thence, cornering N 09 degrees 33 minutes 00 seconds East for a distance of 372.59 feet;

Thence, cornering along the southern line of the Town of Winterville property S 82 degrees 35 minutes 25 seconds East for a distance of 204.21 feet;

Thence, along the southern line of the Hans Peter and Carrie Kattentidt property S 82 degrees 35 minutes 25 seconds East for a distance of 195.86 feet;

Thence, cornering N 30 degrees 22 minutes 52 seconds East for a distance of 304.39 feet to the centerline of SR 1713;

Thence, cornering along the centerline of SR 1713 S 74 degrees 58 minutes 50 seconds East for a distance of 59.94 feet;

Thence along the centerline of SR 1713 S 78 degrees 03 minutes 26 seconds East for a distance of 49.98 feet;

Thence along the centerline of SR 1713 S 81 degrees 18 minutes 28 seconds East for a distance of 50.01 feet;

Thence along the centerline of SR 1713 S 85 degrees 51 minutes 59 seconds East for a distance of 97.10 feet;

Thence along the centerline of SR 1713 N 89 degrees 22 minutes 53 seconds East for a distance of 61.15 feet;

Thence along the centerline of SR 1713 N 86 degrees 21 minutes 24 seconds East for a distance of 41.72 feet;

Thence along the centerline of SR 1713 N 83 degrees 41 minutes 16 seconds East for a distance of 49.98 feet;

Thence along the centerline of SR 1713 N 80 degrees 57 minutes 48 seconds East for a distance of 50.03 feet;

Thence along the centerline of SR 1713 N 79 degrees 42 minutes 01 seconds East for a distance of 49.97 feet;

Thence along the centerline of SR 1713 N 79 degrees 05 minutes 53 seconds East for a distance of 782.26 feet;

Thence, cornering along the western line of the Karl Wesley McLawhorn, Jr property S 11 degrees 27 minutes 06" East for a distance of 320.00 feet;

Thence, cornering N 81 degrees 57 minutes 32 seconds East for a distance of 200.36 to Point of Beginning.

Containing 109.55 acres more or less.

Less and Except the Hilda Stokes McGlohon Property along Rucker Farm Lane recorded in Deed Book 3033 Page 109, Pitt County Register of Deeds containing 1.00 acres more or less.

Total property to be rezoned is 108.55 acres more or less.



**Town of Winterville Planning Department**  
**Zoning Staff Report**

**GENERAL INFORMATION**

<b>APPLICANT</b>	Garden Street Communities Southeast, LLC.
<b>HEARING TYPE</b>	Rezoning Request
<b>REQUEST</b>	R-10 Conditional District (CD). <ul style="list-style-type: none"> <li>Condition: <b>Rezoning will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.</b></li> </ul>
<b>LOCATION</b>	Southwestern Corner of Laurie Ellis Road and Old Tar Road.
<b>PARCEL ID NUMBER(S)</b>	92800 & 23077.
<b>PUBLIC NOTIFICATION</b>	Adjacent property owners were mailed notification of the rezoning request and <b>P&amp;Z Hearing</b> on 10/3/25. Notification was posted on site on 10/3/25. Thirty-Six properties were mailed notification.
<b>TRACT SIZE</b>	109.55 +/- acres
<b>TOPOGRAPHY</b>	Flat
<b>VEGETATION</b>	Wooded Land & Cleared Agricultural Land.

**SITE DATA**

<b>EXISTING USE</b>	Vacant/Agricultural/ Wooded
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<b>ADJACENT PROPERTY</b>	<b>ZONING</b>	<b>ADJACENT LAND USE</b>
N	R-10 CD (Brookfield) Conditions: 1. Minimum of 1,525 sf of heated space per home. 2. All homes shall have brick/stone and vinyl fronts.	Brookfield Residential Subdivision
W	R-6 and M-R CD Planned Unit Development (PUD) (Southbrook). Conditions are detailed within the PUD Documents.	245.43 Acre development with 612 residential units (154 will be Single Family Attached) has been proposed and approved. Land disturbance has begun for the first phase.
E	R-10 CD (Mellon & Neal Rezoning's)	Mostly Vacant agricultural and wooded land. Expecting single



	Conditions: R-10 Conditional District in which 10% of the site must dedicated to open space for passive recreation.	family residential per the recent rezoning approval.
S	R-20 and A-R.	Single Family Residential (Ellis Wood Subdivision), & Vacant wooded and agricultural land.

### **ZONING DISTRICT STANDARDS**

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	<b>Agricultural-Residential (AR)</b>	<b>R-10 Conditional District (CD)</b>
MAX DENSITY	TBD- AR Residential requires 20,000sf lots for single family residential.	TBD- Residential lots require a minimum of 10,000sf lots for single family residential.
TYPICAL USES	Agricultural uses and low density residential.	Medium density residential.

### **SPECIAL INFORMATION**

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	TBD.
FLOODPLAIN	None shown.
STREAMS	TBD.
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Preliminary Plat/Site Plan & Construction Plan required prior to construction.

\*\*These regulations may not reflect all requirements for all situations. See the Town of Winterville Zoning Ordinance for all applicable regulations for site requirements for this zoning district.

### **LANDSCAPING & BUFFER REQUIREMENTS**

Development must meet requirements of the Zoning Ordinance (Article X-A. Vegetation and Buffering Requirements).



## TRANSPORTATION

STREET CLASSIFICATION	Old Tar Road – DOT Owned; Classified as a Thoroughfare. Laurie Ellis Road – DOT Owned; Classified as a Thoroughfare.
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	Old Tar Road, Adjacent to site contained 3,100 AADT per their latest (2022) count.  Laurie Ellis Road, contained 2,800 AADT per their latest (2022) count. (Count was in front of Mellon Downs Subdivision)
Level Of Service (Transportation Analysis) Current= 2022 Study; Future= 2050 Projection. New Map only shows LOS as "A-C" within one category and "D", "E", and "F" separately.  <i>* LOS is rated from A-F: A is the best, F the worst.</i>  <i>* Roadway Improvement and street design is based upon achieving a minimum of LOS D on existing facilities and LOS C on new facilities.</i>	Old Tar Road (at site): Existing LOS: A-C. Future: LOS: A-C.  Vernon White Road (at Site): Existing LOS: A-C. Future LOS: A-C.
TRIP GENERATION	TBD.
SIDEWALKS	Required.
STREET CONNECTIVITY	N/A – Rezoning Phase.
OTHER	N/A



## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The proposed R-10 (CD) with a condition to provide 10% of the site to open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens. The proposal meets the current development trends within the area and match the Comprehensive Land Use Plan's recommendation for this area.

### **Town of Winterville Comprehensive Land Use Plan Policies**

The Future Land Use Map designates this property as a suburban residential character area. The Suburban Residential Character area is described as "primarily the large lot, single family detached residential that many people love about the town's housing stock. Generally 2-3 dwelling units per acre, larger lots, with front- and side-loaded garages. Smaller lot sizes are occasionally appropriate if minimum standards for open space and amenities are exceeded."

## **Comprehensive Land Use Plans - Recommendations & Implementation**

### **Suburban Residential - General Character:**

1. General Character: Large lot, low density single family residential was identified by the community as a land use type that was appropriate and valued in many locations. This flexible land use type is appropriate for many area of the planning area and will likely be served by Town Utilities.
2. Uses: Primarily Single Family Detached Residential with sewer services.
3. Potential Zones:
  - Typically: R-20, R-15, R 12.5.
  - R-10 or R-8 are potential zones if addition open space or amities are provided.
    - Additional Open Space, containing of passive recreation, trails, playgrounds, amenity centers, fields, and greens are categorized as at least 10% of the overall space which is to be dedicated as open space/amenities.

### **Comprehensive Plan and Land Use - Recommendation:**

- **Maintain and improve neighborhood character:**
  - Encourage Open Space and amenities in new developments.
- **Reinforce the Town's Identity as a family-friendly community:**
  - Support rezoning to residential uses in the Suburban Residential and Urban Neighborhood areas as identified on the future land use map.





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## **STAFF ANALYSIS AND RECOMMENDATION**

### **Community Outreach**

Applicant is encouraged to discuss this proposed rezoning with owners of surrounding properties.

### **Staff Analysis**

The 109.55-acre property is currently vacant. The surrounding properties are mostly residential, agricultural land, with some rural residential homes. The proposed R-10 CD rezoning is consistent with the development trends in the area and is consistent with the Comprehensive Land Use Plan.

### **Staff Recommendation**

Staff recommends **approval** of the rezoning request from A-R to R-10 CD with the condition that the development will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

### **Planning and Zoning Recommendation:**


P&Z unanimously recommended **approval** of the rezoning request at their October 20, 2025 meeting.

**Rucker Farm  
Rezoning  
Parcel Numbers 92800 & 23077  
Letters Mailed on 12/9/25  
(PH Rescheduled due to Weather)  
Signs Placed on property 10/3/2025**

**STATE OF NORTH CAROLINA  
PITT COUNTY**

I, Stephen Penn, Director of Planning and Economic Development of the Town of Winterville, North Carolina, do hereby certify that copies of the attached notice and map were mailed, this day by first class mail, postage prepaid, to the owner of the parcel under consideration and to the owners, as shown on the Pitt County Tax Records, of all abutting parcels. A list of these property owners is also attached hereto.

WITNESS my hand this the **9th** day of, **December 2025**.

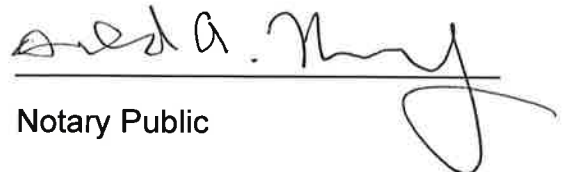
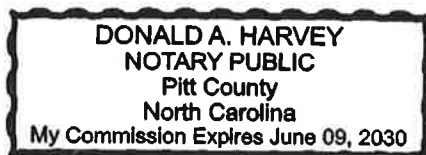


Director of Planning & Economic Development

**STATE OF NORTH CAROLINA  
PITT COUNTY**

I, Donald A. Harvey, a Notary Public, do hereby certify that Stephen Penn, Economic Development Planner, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand this the **9th** day of, **December 2025**.



Notary Public



2571 Railroad Street  
PO Box 1459  
Winterville, NC 28590

Phone (252)756-2221  
Fax (252)756-3109  
[www.wintervillenc.com](http://www.wintervillenc.com)

**Town Council**  
**Notice of Public Hearing for Rezoning**  
**"Rucker Farm"**  
**(RESCHEDULED FROM DECEMBER 8th DUE TO WEATHER)**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on **Monday December 22, 2025** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request:

The Town of Winterville has received a **rezoning application for parcel numbers 23077 (40.76 acres) and 92800 (68.79 acres) totaling (109.55 acres)**. The two parcels are located south west of the Old Tar Road and Laurie Ellis Road intersection- as shown on the attached maps. The parcels are currently zoned Agricultural-Residential (A-R). The application is requesting to rezone the property to "R-10 Conditional District (CD)", with the following condition "Provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens."

- The R-10 Zoning District is a quiet, medium-density neighborhood consisting of single-family residences along with limited home occupations and private and public community uses.

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting [stephen.penn@wintervillenc.com](mailto:stephen.penn@wintervillenc.com) or the Winterville Planning Department at (252) 756-2221 or at [wintervillenc.com](http://wintervillenc.com).

Citizens are encouraged to attend the meeting and are welcome to speak for or against the proposed rezoning at the meeting. Citizens may also view the hearing on the Winterville website at [www.wintervillenc.com/videos](http://www.wintervillenc.com/videos) . If for any reason you have difficulty accessing the Town's video page, please go to the Town's YouTube channel at: [www.youtube.com/channel/UChejtVcuiD9O3\\_zzTrrBj4g](http://www.youtube.com/channel/UChejtVcuiD9O3_zzTrrBj4g) .

The public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to [don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com). Please include your name and address.



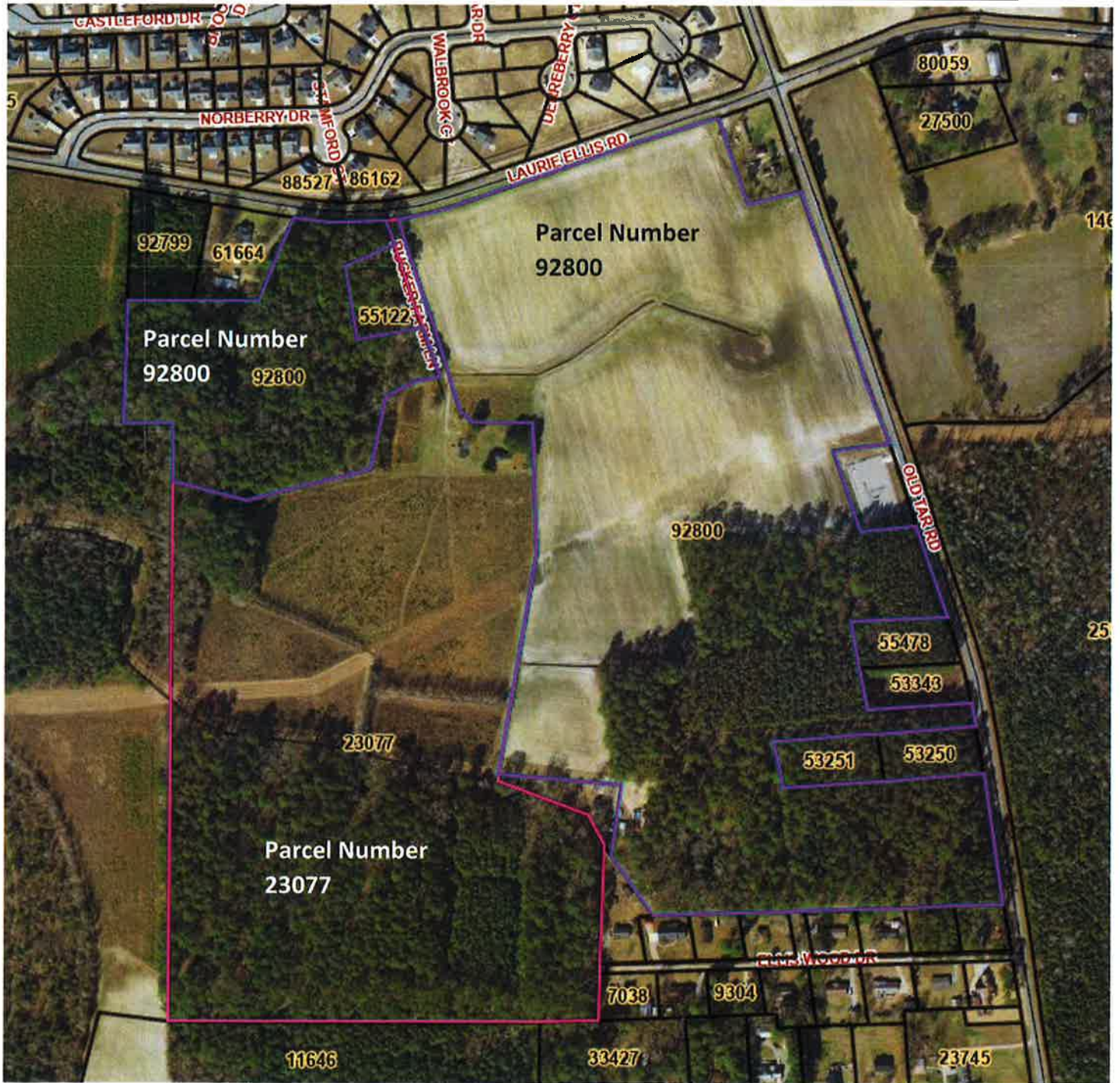
## *Rucker Farm Rezoning Map*

GRAPHIC SCALE: 1 inch = 200 feet



Subject properties shown below in purple/pink outline .

Image below is using the Pitt County Online Parcel Information Systems (OPIS) website:  
<https://gis.pittcountync.gov/opis/>



ELLIS PEDRO BALDERAS TRUSTEE  
LAURIE HOWARD ELLIS JR EXEMPT DECEDENTS  
TRUST  
ETAL  
1036 MADISON AVE  
SAN DIEGO, CA 92116

TOWN OF WINTERVILLE  
PO BOX 1459  
WINTERVILLE, NC 28590

ROBERT L EDWARDS  
417 AVALON RD  
WINSTON SALEM, NC 27104

ROBERT WATERS  
AMANDA WATERS  
705 ELLIS WOOD DR  
WINTERVILLE, NC 28590

PAUL FARMER  
JACOB FARMER  
4187 JOSH SMITH RD  
GRIMESLAND, NC 27837

GEORGE DICKENS  
MARGARET KELSO  
525 GRAVEL HILL RD  
FORK UNION, VA 23055

BELINDA YANDA  
MICHELLE YANDA  
10323 SW 114<sup>TH</sup> ST  
MIAMI, FL 33176

CITY OF GREENVILLE  
GREENVILLE UTILITIES COMMISSION  
PO BOX 1847  
GREENVILLE, NC 27835

JIANG LIU MEI  
XIAOHUI CHEN  
2809 STAMFORD CT  
WINTERVILLE, NC 28590

CHARRO WARD  
LAURA WARD  
2819 WALBROOK CT  
WINTERVILLE, NC 28590

LORRAINE RUCKER  
4433 NORRIS STORE RD  
AYDEN, NC 28513

HANS PETER KATTENTIDT  
CARRIE KATTENTIDT  
554 LAURIE ELLIS RD  
WINTERVILLE, NC 28590

JASON THOMAS  
709 ORCHARD LN  
WINTERVILLE, NC 28590

BRENDA DONALDSON  
PO BOX 762  
WINTERVILLE, NC 28590

GARY SMITH  
PATRICIA SMITH  
753 ELLIS WOODS DR  
WINTERVILLE, NC 28590

CHARLES ARNOLD  
KARLENE HEWAN-LOWE  
ETAL  
740 GREENVILLE BLVD  
GREENVILLE, NC 27858

SARA ROLLINS SARINGER LIFE ESTATE  
SARA MAUREEN SARINGER REMAINDER  
ETAL  
809 EGAN ST  
DENTON, TX 76201

KARL WESLEY MCLAWHORN JR  
KARLA MCLAWHORN ALLEN  
PO BOX 611  
WINTERVILLE, NC 28590

PATRICIA STREETER  
2820 WALBROOK CT  
WINTERVILLE, NC 28590

DAVIDSON GILLETTE  
SARAH GILLETTE  
2815 DERREBERRY CT  
WINTERVILLE, NC 28590

SOUTHBROOKNC LLC  
PO BOX 38  
HOLLY SPRINGS, NC 27540

HILDA STOKES MCGLOHON  
920 WAINRIGHT LN  
GREENVILLE, NC 27834

MICHAEL BUNTING  
JOSEPH BUNTING  
704 ELLIS WOOD DR  
WINTERVILLE, NC 28590

KEVIN DANIELS  
DAWN DANIELS  
110 A SUNSHINE LN  
WINTERVILLE, NC 28590

MONROE WATERS  
LORRAINE WATERS  
PO BOX 34  
WINTERVILLE, NC 28590

SUSAN BROGDEN  
4521 WATERWHEEL TURN  
PENSACOLA, FL 32514

ANITA GRIFFIN  
317 BRUNER AVE  
EVERGREEN, AL 36401

RANDY STOKES  
DANIELLE STOKES  
2806 STAMFORD CT  
WINTERVILLE, NC 28590

WILL KUHN HOMES LLC  
4226 DUNHAGAN RD  
GREENVILLE, NC 27858

CHRISTOPHER BAREFOOT  
JANA BAREFOOT  
2813 DERREBERRY CT  
WINTERVILLE, NC 28590

**KRISTIN SAWYER  
DARRIS SAWYER  
2811 DERREBERRY CT  
WINTERVILLE, NC 28590**

**JANE MELLON BOFENKAMP  
MARY MELLON  
PO BOX 1827  
WAKE FOREST, NC 27588**

**RICHARD LANCASTER  
ELIZABETH LANCASTER  
656 NORBERRY DR  
WINTERVILLE, NC 28590**

**JOAN ABERNATHY NEAL  
JOAN ABERNATHY NEAL TRUSTEE FBO WALTER  
LOUIS ROTH III  
ETAL  
750 HERMITAGE RD  
MANAKIN SABOT, VA 23103**

**RANDY SCHMIDT  
CYNTHIA SCHMIDT  
658 NORBERRY DR  
WINTERVILLE, NC 28590**

**WILLIAM DONALDSON  
BRENDA DONALDSON  
PO BOX 51  
STOKES, NC 27884**



**Town of Winterville**  
**Rezoning Request**  
**Statement of Consistency & Reasonableness**

**Rucker Farm Rezoning**  
**October 20, 2025- Planning and Zoning Board Meeting**

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**Consistency:**

The proposed rezoning request **is** consistent with the Town of Winterville's Comprehensive Land Use Plan as parcel 92800 & 23077 are designated as "Suburban Residential" on the Future Land Use Map.

*\*The Town of Winterville governing boards must approve written statements documenting their consideration of the plans when making rezoning and zoning text amendment decisions, although they do not have to take actions that are consistent with the plan.*

**Decision: In review of the Winterville Comprehensive Land Use Plan, the Rucker Farm Rezoning Amendment **is** found to be consistent with the Town of Winterville Comprehensive Plan on October 20, 2025.**

**Reasonableness:**

The rezoning request **is** reasonable and in the public interest, in that it allows for land uses that **are** harmonious with surrounding land uses, land uses in close proximity, and is in the public interest:

- The Town of Winterville governing boards must adopt a statement of reasonableness for each rezoning. These factors are suggested and not mandated, as not all factors will be relevant to all zoning decisions. The following list of factors should be considered in a reasonableness analysis. **The Town of Winterville is considering:**

- i. The size, physical conditions, and other attributes of the area proposed to be rezoned;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
-----------------	---

- ii. The benefits and detriments to the landowners, the neighbors, and the surrounding community;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
-----------------	---



- iii. The relationship between the current, actual, and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
-----------------	---

- iv. Why the action taken is in the public interest; and

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
-----------------	---

- v. Any changed conditions warranting the amendment

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
-----------------	---

**In Review of the Rucker Farm Rezoning Amendment, the rezoning request **is** reasonable and in the public interest, in that it allows for land uses that **are** harmonious with surrounding land uses and land uses in close proximity as found on October 20, 2025 by the Winterville Planning and Zoning Board.**

---

### Vote to Approve or Deny Rezoning:

In review of the Rucker Farm rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Planning and Zoning Board recommends **approval** of the rezoning request by Garden Street Communities Southeast, LLC to rezone 109.55 acres of property (Parcel # 92800 & 23077), adjacent to Old Tar Road & Laurie Ellis Road from Agricultural-Residential (AR) to R-10 Conditional District (CD).

#### Conditions:

- Development will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

*Stephen Penn*

---

Staff Witness:

Date

## **Appendix/Other Considerations Specific to this Particular Rezoning:**

**\*\*This rezoning is proposed as a Conditional District Rezoning. Conditional Districts contain additional considerations for their review:**

- **Conditional Districts:** In approving a Conditional District, the Town Council shall make the following affirmative findings:
  1. That the Use(s) requested is among those listed as an eligible Use in the corresponding General Zoning District.
  2. That the Use Limitations and Conditions as proposed and/or imposed for the Conditional District meet or exceed and/or are at least as restrictive as the minimum standards for the corresponding General Zoning District.
  3. That the Use Limitations and Conditions as proposed and/or imposed for the requested Conditional District can reasonably be implemented and enforced for the subject property.
  4. That when implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all those uses and the minimum standards of the corresponding General Zoning District.
  5. That the applicant has agreed to the use limitations and conditions as proposed and/or imposed for the requested Conditional District.

---

### **Document Links:**

- Zoning Ordinance: [https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112\\_zoning\\_ordinance\\_amend-7.1\\_executed.pdf](https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112_zoning_ordinance_amend-7.1_executed.pdf)
    - Zoning Districts and Table of Uses: Article V.
    - Rezoning Amendment Procedures: Article XIII.
  - Land Use Plan: <https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/winterville-land-use-plan-adopted-10-14-2019-reduced.pdf>
    - Future Land Use Map & Character areas: Section 4; beginning on page 43.
  - Plan Consistency & Reasonableness Guidance: [https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20ConsistencyStatements\\_160DGuidanceDoc%20Mar%202021.pdf](https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20ConsistencyStatements_160DGuidanceDoc%20Mar%202021.pdf)
-



***Town of Winterville  
Rezoning Request  
Statement of Consistency & Reasonableness  
Rucker Farm Rezoning  
December 8, 2025- Town Council***

**Consistency:**

The proposed rezoning request **is or is not** consistent with the Town of Winterville's Comprehensive Land Use Plan as parcel 92800 & 23077 are designated as "Suburban Residential" on the Future Land Use Map.

*\*The Town of Winterville governing boards must approve written statements documenting their consideration of the plans when making rezoning and zoning text amendment decisions, although they do not have to take actions that are consistent with the plan.*

Decision: **In review of the Winterville Comprehensive Land Use Plan, the Rucker Farm Rezoning Amendment is or is not found to be consistent with the Town of Winterville Comprehensive Plan on December 8, 2025.**

**Reasonableness:**

The rezoning request **is or is not** reasonable and in the public interest, in that it allows for land uses that **are or are not** harmonious with surrounding land uses, land uses in close proximity, and is in the public interest:

- The Town of Winterville governing boards must adopt a statement of reasonableness for each rezoning. These factors are suggested and not mandated, as not all factors will be relevant to all zoning decisions. The following list of factors should be considered in a reasonableness analysis. **The Town of Winterville is considering:**

- i. The size, physical conditions, and other attributes of the area proposed to be rezoned;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
-----------------	---

- ii. The benefits and detriments to the landowners, the neighbors, and the surrounding community;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
-----------------	---

- iii. The relationship between the current, actual, and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment;

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
-----------------	---

- iv. Why the action taken is in the public interest; and

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
-----------------	---

- v. Any changed conditions warranting the amendment

Applicable? Y/N	If applicable, is the proposal reasonable:  Decision_____
-----------------	---

**In Review of the Rucker Farm Rezoning Amendment, the rezoning request is or is not reasonable and in the public interest, in that it allows for land uses that are or are not harmonious with surrounding land uses and land uses in close proximity as found on December 8, 2025.**

---

### Vote to Approve or Deny Rezoning:

In review of the Rucker Farm rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Town Council **approves** or **denies** the rezoning request by Garden Street Communities Southeast, LLC to rezone 109.55 acres of property (Parcel # 92800 & 23077), adjacent to Old Tar Road & Laurie Ellis Road from Agricultural-Residential (AR) to R-10 Conditional District (CD).

Conditions:

- Development will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

---

Staff Witness:

Date

## **Appendix/Other Considerations Specific to this Particular Rezoning:**

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  3. That the Use Limitations and Conditions as proposed and/or imposed for the requested Conditional District can reasonably be implemented and enforced for the subject property.
  4. That when implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all those uses and the minimum standards of the corresponding General Zoning District.
  5. That the applicant has agreed to the use limitations and conditions as proposed and/or imposed for the requested Conditional District.

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### **Document Links:**

- Zoning Ordinance: [https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112\\_zoning\\_ordinance\\_amend-7.1\\_executed.pdf](https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112_zoning_ordinance_amend-7.1_executed.pdf)
    - Zoning Districts and Table of Uses: Article V.
    - Rezoning Amendment Procedures: Article XIII.
  - Land Use Plan: <https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/winterville-land-use-plan-adopted-10-14-2019-reduced.pdf>
    - Future Land Use Map & Character areas: Section 4; beginning on page 43.
  - Plan Consistency & Reasonableness Guidance: [https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20ConsistencyStatements\\_160DGuidanceDoc%20Mar%202021.pdf](https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20ConsistencyStatements_160DGuidanceDoc%20Mar%202021.pdf)
-



## TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: Ross Peterson

Date: 12/8/25

Address: 2434 Cannon Road

Phone: 252-717-7982

Town, State, Zip: Winterville

Email: rhp maintenanceman@yahoo.com

Town Council Meeting Date Requesting to Provide Comment: 12/8/25

Description of the item(s) to be presented to the Town Council Members. Please be specific.

Public services


Name(s) of Speaker(s):

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

My signature below acknowledges that I have read the Town of Winterville Public Comment Policy. I agree that as applicant, the speaker(s) named above shall adhere to the Public Comment Policy of the Town of Winterville.

  
Signature

Submit to: [don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com)



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** December 22, 2025

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Council Meeting Minutes.

**Action Requested:** Approval of Minutes.

**Attachment:** Draft Minutes of the Council meeting listed below.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 11/25/2025

**ABSTRACT ROUTING:**

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

**Supporting Documentation**

Approval of the following set of Council Meeting Minutes:

- ❖ November 10, 2025 Regular Meeting Minutes.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends Council approve the minutes.



**WINTERVILLE TOWN COUNCIL  
MONDAY, NOVEMBER 10, 2025 – 6:00 PM  
REGULAR MEETING MINUTES**

The Winterville Town Council met in a Regular Meeting on the above date at 6:00 PM in the Town Hall Assembly Room, with Mayor Richard E. Hines presiding. The following were present:

Richard E. Hines, Mayor  
Johnny Moye, Mayor Pro Tem  
Brandy Harrell, Councilwoman  
Shantel Hawkins, Councilwoman  
Veronica W. Roberson, Councilwoman  
Lisa Smith, Councilwoman  
Keen Lassiter, Town Attorney  
Terri L. Parker, Town Manager  
Anthony Bowers, Assistant Town Manager  
Chris Williams, Police Chief  
David Moore, Fire Chief  
Cliff McGuffin, Public Works Director  
Ron Mills, Electric Director  
Jessica Manning, Finance Director  
Evan Johnston, Building Inspector/Code Enforcement Officer  
Diane White, Parks and Recreation Director  
Stephen Penn, Planning and Economic Development Director  
Tristyn Daughtry, Economic Development Planner  
Angela Fuller, Human Resource Director  
Donald Harvey, Town Clerk

**CALL TO ORDER:** Mayor Hines called the meeting to order at 6:00 PM on Monday, November 10, 2025. He opened by stating, Good evening I would like to call the Winterville Town Council meeting to order. Today is Monday, November 10, 2025. The time is 6 o'clock.

**INVOCATION:** The invocation was given by Pastor Mike Atkins from Open Door Church.

**PLEDGE OF ALLEGIANCE:** Mayor Hines led everyone in the Pledge of Allegiance.

**WELCOME:** Mayor Hines welcomed everyone to the November meeting, noting "We have a nice crowd here tonight for the November meeting. Good to see everybody out." He specifically thanked Pastor Atkins, who he mentioned was new to the area and had been invited to attend.

**ROLL CALL:** Roll call was completed with all members present.



## **APPROVAL OF AGENDA:**

Town Manager Parker informed the Council of one addition to public comment, noting that the form was at their seats.

**Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to approve the agenda with the addition. Motion carried unanimously, 5-0.**

## **PROCLAMATIONS:**

1. World Pancreatic Cancer Day: Town Clerk Harvey announced that World Pancreatic Cancer Day would be November 20th. The proclamation was included in the agenda packet, though no representative was present to receive it.

2. Sam Jones BBQ: Town Clerk Harvey read a proclamation honoring Sam Jones BBQ, which opened on November 10, 2015, at 715 West Fire Tower Road in Winterville.

Sam Jones accepted the proclamation, thanking the Mayor and Council. He stated, "Mayor and fellow Councilman, and Councilwoman. Thank you all so much for recognizing us." He introduced his team members present, noting they were all "raised right here within a baseball throw from where we are standing." Jones reflected on the recognition, saying, "We have received a bunch of accolades over the years, but it is always nice when the home team roots for us. I do not think any sports team likes to score or hit the home run and look over and see their teammates hum drum." He emphasized that their achievements benefit not just the restaurant but "our community, our region, and the state of North Carolina." He concluded by announcing their 10-year anniversary celebration on Sunday with proceeds benefiting the Make-A-Wish Foundation of Eastern North Carolina, saying "So we love to see each and every one of you all and those in attendance here. Thank you all again. Thank you."

3. Veterans Day: Town Clerk Harvey read the Veterans Day proclamation for November 11, 2025. The proclamation recognized the service of armed forces members who "have valiantly defended these values throughout our nation's history" and remembered "those who sacrifice ended in permanent injury or death." It called upon citizens to observe the day "with appropriate manners in honor of veterans with the living and deceased who have served this country so willingly to preserve the principles of justice, freedom, and democracy."

## **PRESENTATIONS:**

1. Municipal Grant Award - David Horn and Kelly Andrews: Economic Development Planner Daughtry announced exciting news: "We were recently awarded a municipal grant sponsored by the Greenville ENC Alliance, and Pitt County Economic Development in the amount of \$19,000 dollars to sponsor our rebranding and marketing initiative." She explained that the project would strengthen community identity, improve communication, and enhance their ability to communicate with residents, visitors, and businesses. A professional marketing firm would be hired to conduct the work.

David Horn from the Alliance spoke about the partnership between his organization and Pitt County to double the available funds for municipalities. He emphasized, "We could not be successful without Winterville because, our growth rate overall in Pitt County as its projected is going to be, at a nice steady pace. We are going to have to keep more of our talent that is produced here, and we are going to have to attract more. And they want people want to live in wonderful communities like Winterville."

Kelly Andrews from Pitt County Economic Development added her support, saying "We wanted the towns to tell us what's important to you, not us dictate what, you know, what it is that's important. So, you came together and decided that marketing and branding was important, and we couldn't agree more." She concluded with enthusiasm, mentioning she would "pick up my smokehouse potato on the way home" from Sam Jones.

2. Winterville Chamber of Commerce – Rebecca Caveness, Executive Director of the Winterville Chamber of Commerce, delivered a comprehensive presentation about the chamber's work and mission. She began by explaining her motivation: "I've been in communication a little bit with Town Manager Parker and, in fact, had a conversation with Mayor Pro Tem Moye recently that made me kind of start to think about what could I do to help you all have better tools and knowledge at your disposal about what it is our chamber does." She explained the chamber's structure as a 501(c)(6) organization, emphasizing it is "a little bit different than a 501(c)(3) or (c)(4)." She noted that being an independent membership-based organization allowed flexibility, especially important in Winterville where businesses might have a Winterville address but not be within town limits: "I don't have to obey those rules super strictly, and I'm grateful for that."

The chamber's mission, she explained, is "to promote excellence in business and community, to unite local businesses, to make a greater impact on the community they serve, and to improve the overall quality of life in Winterville." She emphasized that small town rural chambers focus not just on economic development but community engagement as well. Caveness shared her personal connection to Winterville: "I literally grew up in small business because my parents are small business owners, and they started their business the year I was born." She grew up in Winterville, attending Robinson, Creekside, Hope Middle School, and graduating from South Central. She proudly noted the transition in recognition: "Growing up here, everybody knew my dad, and I was Tim Tyson's daughter. And now I have become, you know, known enough that he is now Rebecca Caveness' s father."

She detailed significant milestones including their first failed attempt at small business bingo, which they transformed into a successful scavenger hunt with 63 teams participating and 377 submissions. Other achievements included hosting their first Market on the Square with a beer garden, surpassing sponsorship revenue goals for the first time ever, hosting golf cart parades, securing three new grants or scholarships, launching the BREW (Building Resilient Entrepreneurs in Winterville) accelerator program with 7 business graduates, reaching a record high membership of 140, and completing a comprehensive overhaul of bylaws and policies. Caveness outlined upcoming events including the Annual Celebration and Community Awards on December 10th, where Mayor Pro Tem Moye, Police Chief Williams, and Parks and Recreation Director White were finalists for Public Servant of the Year. She mentioned the Thanksgiving meals initiative typically feeding 80 families, the State of Community Luncheon in January, and various other programs throughout the spring.

She concluded with a powerful statement about her role: "Serving as the chamber's director, in my opinion, is a responsibility. I take it really seriously. It is a role that I deeply value. Every day, I am working to support our business community, elevate Winterville's strengths, and create opportunities for growth."

**PUBLIC COMMENT:** Mayor Hines read the Public Comment Policy.

1. Glenn Johnson – Living in Winterville: Glenn Johnson of 459 Williamson Drive began his comments by addressing "Mister mayor, council, and to all the gentlemen to my rear, living in Winterville, what does that mean? What does that mean to me specifically?" He shared that since moving to Winterville in 2014, he had unexpectedly met four people from his hometown of Asbury Park, New Jersey, and two from Philadelphia. He spoke about being called to serve the community, including his appointment by the governor to the brain injury advisory council and becoming a member and chair of CFAC (Consumer Family Advisory Council). Johnson emotionally recounted sharing his survival story from a 2010 accident where he was on life support for two years, including experiencing cardiac arrest. When

asked if he would change anything about his experience, Johnson replied, "No... I am a resident of Winterville where it is nice, quiet, and comfortable. We treat everybody like family. You know, I talked to everybody. They talked to me. There's no difficulties." He concluded warmly: "I love being a part of slice of good life and part of all you guys are family to me. And the acronym for family is forget about me. I love you. Thank you very much."

2. Ross Peterson – Town Services: Ross Peterson of 2434 Cannon Road began by congratulating Mayor Hines, Councilman Moore, and Councilwoman Hawkins on their reelection. He then launched into his advocacy for returning weekly recycling service, stating, "As all are aware, I am an advocate, bringing back weekly recycling that has been public service for decades upon up to last year." Peterson challenged several claims made about the service cuts, noting that despite comments that municipalities would be fined, "none have been." He questioned the math behind the decision: "That the cost of collecting and recycling and trash was putting a deficit on the town, but when slashing half of recycling, it only saved \$100,000." He posed fundamental questions about government services: "What are our tax dollars supposed to be used for? I do not understand the thought process of collecting trash and recycling as a deficit. That is what our tax dollars are for." He expressed concern about the town's priorities, saying, "We were supposedly worried about the deficit of trash recycling that we had to cut services after raising taxes, but then we turned around and gave a raise to council, gave funds away to nonprofits, supporting events that serve less than 10 percent of the population, and gave a generous raise to employees." Peterson also raised concerns about proposals for a community center, warning about ongoing costs. He suggested focusing on partnerships instead: "Should we not work with partnerships with the county or even the city of Greenville since they have the amenities, or even partner with private industry that may have the funding." He concluded on a positive note: "Outside of politics, I would like to give thanks during this time of season. I am thankful for this town I love, where I shop, eat, and do business at local establishment, worship at Winterville Baptist, attend and volunteer at local events like the watermelon festival... And finally, I am thankful for the Lord God for all the blessings that he may continue to bless our little slice of the good life in Winterville, North Carolina."

3. Mat de Jesus – Congratulations: Mat de Jesus delivered an enthusiastic congratulatory speech, wearing a commemorative shirt. She began by acknowledging council members: "Lisa, Veronica, and Brandy, I know you're so happy that you got your same members back." He praised the election process, noting "The mayor brought us breakfast. The good police officer over there gave us drinks and snacks. The people cleaned up the signs." He celebrated the historic nature of the results: "These trailblazers are really blazing the trail. Mayor Hines, you made history. A second time? Oh, that is history, Johnny. You said 18 years. Now you got 4 more years. Shantel... Woah. I am so excited." de Jesus was particularly moved by Councilwoman Hawkins' vote total: "Girl, I am surprised it's you. I am surprised that the number of people came out too. That high number that you got, oh my goodness. That show that you were doing something that the town like that the people like." She concluded with wordplay on Winterville's name: "Winterville start with a W. It ends with a E. And I say, I voted for you. Mat voted for you, but there is no such thing as Mat or me. It is We. We, the people, voted for you, a strong voice."

### **CONSENT AGENDA:**

Items included in the Consent Agenda:

1. Approval of Council Meeting Minutes.
2. Schedule Rucker Farm Rezoning Public Hearing.
3. Award of Contract to Piedmont Services.
4. Non-Disclosure Agreement for Davey Resource Group Inc.
5. Safe Streets for All, Transportation Safety Grant, Authorized Signer.

**Motion made by Councilwoman Roberson and seconded by Councilwoman Smith to approve the consent agenda. Motion carried unanimously, 5-0.**

**OLD BUSINESS:** None, there were no old business items to discuss.

**NEW BUSINESS:**

1. Articulating Telescopic Aerial Device - AT37G Purchase (Bucket Truck): Electric Director Mills requested permission to purchase an AT37G articulated telescope aerial device (bucket truck) for \$171,000, noting they had budgeted \$175,000. He explained the prices were obtained using a wholesale contract.

**Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to approve the purchase of the Articulating Telescopic Aerial Device - AT37G (Bucket Truck). Motion carried unanimously, 5-0.**

2. Resolution (25-R-111) Requesting NCDOT to Relocate the Center Line:

Assistant Town Manager Anthony Bowers presented a resolution to relocate the center line on Main Street between Mill Street and Railroad Street. He provided background: "Councilwoman Hawkins has requested the NCDOT look at making changes on Main Street regarding the parking on the side of the road for several months historically. The concern was based on the effect the parking was having on and the congestion created as a threat posed to motorists." Bowers explained that NCDOT reviewed the area and determined the parking spots were within standard, but offered three options: move the center line over almost 2 feet to give eastbound traffic more space from parked vehicles, request removal of the parking spots (though they were deemed within standards), or leave it as is.

**A five-minute recess was called during the discussion;** the meeting then reconvened.

**Motion made by Councilwoman Hawkins and seconded by Mayor Pro Tem Moye to accept Resolution (25-R-111) to request that NCDOT relocate the center line on Mill Street, on Main Street from Mill through Railroad Street**

Discussion ensued about also investigating the right-of-way on the opposite side where car dealership vehicles may be encroaching. Councilwoman Roberson asked, "Does that note motion take into account the investigation of DOT enforcing their right of way, you know, where those cars are, that car dealership?"

Councilwoman Hawkins responded that the issues were on opposite sides of the street and clarified her safety concerns: "I would like to share as a caution, if this is not voted on, which it probably won't be and that's fine, I want like to share that I have used my voice in terms of caution. It is not if, but it is when. Because everybody that turns on that street has to ear towards the double line, and to simply move the center lines over some is more help than hurt."

Bowers suggested they could address both issues, with the center line relocation through this resolution and investigate the right-of-way issue separately.

**Motion carried unanimously, 5-0.**

**OTHER AGENDA ITEMS:**

1. Speeding on Mill Street: Residents and Driver Safety. (Councilwoman Hawkins).

Councilwoman Hawkins raised concerns about speeding on Mill Street, emphasizing safety hazards for elderly residents and young children. She reported bringing the issue to Chief Williams' attention on July 14th and again on September 20th. She noted seeing a speed monitor recently placed before the four-way stop sign but emphasized that "Speeding is happening prior to you get to the always stop sign

and down my street." Chief Williams responded comprehensively: "Of course, councilwoman, your concerns are our concerns as well. We don't like people speeding in town any more than you do." He acknowledged there are over 300 streets in Winterville and "almost probably all of them we've had a had a complaint of speeding at some point or another."

The Chief explained the data collection devices: "The signs that you just spoke of, if you noticed, the ones on Cooper Street and Main Street flash the speed as you go by. The ones by your house do not because all they're doing is recording data." He detailed how the data would show car counts, speeds, and times, allowing them to "collate data and draw a picture of when it would be smart to patrol there." Williams reported enforcement activity: "In the last 30 days on Mill Street, we've taken 40 law enforcement actions resulting in 8 citations, 2 vehicle searches, and 18 written letters." He emphasized the strategic approach: "When we look at that across 30 days and we look at, I don't know, from 3 to 4 o'clock in the afternoon when it gets really busy over there And we find out that even though that's busy, the congestion keeps speeds down... However, you go to 10 o'clock at night where there is really no traffic, it is dark and people should not really be speeding, that's when everybody flying through there."

Councilwoman Hawkins thanked him and noted, "I will find that most of the speeding is in the evenings and on the weekends... it's the noise, it's the revving in all of my neighbors most of my neighbors are elderly as well as children." Town Manager Parker added a broader perspective: "We have been taking a large town wide look at particularly the speeds within subdivisions. As some of our new subdivisions are coming on board, I do not know that speed limits per se are getting set for what should be the speed within some of these. And 35 is, I think, we would all agree way too fast." She indicated staff would bring a comprehensive speed limit review to council in the coming months.

#### 2. Winterville Dollar Tree: Exterior landscape and grounds keeping. (Councilwoman Hawkins).

Councilwoman Hawkins briefly addressed concerns about trash, debris, and unmaintained grass at Dollar Tree. She reported receiving many calls and having spoken with staff, with a meeting scheduled with the store manager. She emphasized this was done "with regards in respect to consumers that are going there who deserve a clean area to shop and one that is well maintained in terms of landscaping."

#### 3. Pitt Community College: Update on Ongoing Quest for Additional Trade. (Councilwoman Hawkins).

Councilwoman Hawkins provided a quick update on her ongoing contact with Pitt Community College leadership about utilizing the Greenville site on Memorial Drive for additional trades programs. She assured residents "this is not going dormant, but we are still meeting on this."

#### 4. Hillcrest Park: Commemorative Plaque. (Councilwoman Hawkins).

Councilwoman Hawkins noted she had brought this issue before council in September and needed to meet further with the Human Relations Board. She emphasized "it is very important that I keep the people of Winterville, informed and that this has not gone dormant."

### **ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:**

1. Town Strategic Plan: Town Manager Parker explained these were placeholder items she had been including for several months. She was in the process of contacting the League to find out their calendar for 2026 strategic planning workshops and would report back by January with dates.

2. Amendments to Code of the Ordinances / Council Rules of Procedures: This item was noted as pending for future discussion.

3. Accessory Dwelling Units: Town Manager Parker provided an update on pending legislation in Raleigh that would direct municipalities to approve accessory dwelling units. She noted they would have the opportunity to add local requirements but would not be able to prohibit them if the legislation passes. Town Attorney Lassiter reported the legislation had been passed to the ethics committee for review. Parker suggested holding off until the legislature makes a final decision.

4. Essential Training: Mayor Hines also discussed Essential Municipal Government training opportunities, listing several dates and locations for 2026, with Rocky Mount on February 12-13 being his preference for the ethics training requirement.

**ANNOUNCEMENTS:** Town Clerk Harvey highlighted key upcoming events including the Veterans Day event on November 11th at 2:00 PM (moved inside the Fire Department due to weather), and the December 13th Christmas festivities including the parade at 2:00 PM, market from 2:00-6:00 PM, and tree lighting at 5:00 PM.

**REPORTS FROM THE TOWN ATTORNEY, MAYOR, AND TOWN COUNCIL, AND TOWN MANAGER:**

Councilwoman Hawkins began with deep gratitude: "I would like to first start out by thanking the people of Winterville for coming out on Tuesday, election day, as well as through early voting and casting your vote for me to continue serving you and speaking for you. There were 1042 votes that spoke very loudly and in alignment with what Winterville wants, desires, and had the power to choose."

She pledged continued service: "I promise to never forget who have reelected me, and I pledge to continue to speak for, by, and of the people of Winterville." When asked by a news reporter about working with council, she had responded: "So as long as they put the people first, that I have never worked against the council, I have been opposed. I have been voted against, but it is not me. It is the people because that is who I am speaking for." She concluded with scripture and recognition of veterans: "Philippians 2 and 4 says, let each of you look not only to his own interests, but also in the interests of others. I am looking forward to serving the people here in Winterville. I am looking forward to working with the staff, and I am looking forward to doing God's will. And I would like to say to the veterans, as my grandfather fought in World War 2 and my dad served in Vietnam War that we honor all veterans and thank you for ensuring our protection."

Councilwoman Harrell thanked staff for their daily work "and the things that we do not see." She congratulated the reelected officials and honored veterans. She provided a detailed update on the SNAP benefits advocacy initiative, noting the Boys and Girls Club of Winterville was serving as a central hub for food distribution. She reported that as of the meeting, \$46,130 had been raised through the United Way, though more donations were needed. She emphasized: "So together, we want to make sure that no family in Winterville or Pitt County goes hungry during this time and thereafter."

Mayor Pro Tem Moya expressed heartfelt thanks to voters: "I would like to say thank you so kindly from the bottom of my heart." He shared his experience with the Ripe for Revival mobile market, noting the quality of the food and the inclusive approach where "if you have money, donate. But if you do not have anything, you still can take some things out." He recognized veterans with personal connection: "I have 4 brothers and my father. They are all veteran. I was the only 1 did not go. You know, you're always going to have 1, but I thank god that we did have at least them have the opportunity to be in the armed force also."

Councilwoman Roberson thanked staff for their responsiveness and congratulated both election winners and voters "for taking that time to care about their community." She requested a report on low and middle-income housing, citing complaints about office hours and empty units not being filled. Town Manager Parker agreed to investigate and report back. Roberson announced Mount Shiloh Missionary Baptist Church's annual community dinner and giveaway on Saturday with no cost. She highlighted the

blessing boxes around town "If you don't believe people are getting that food out of there, you put some in there one day and you come back in about 3 hours. It is gone. The one in front of our church stays empty." She urged citizens to contribute to these boxes in response to SNAP benefit delays.

Councilwoman Smith offered a message of unity: "As we enter the season of Thanksgiving and Christmas, I just I hope that we will always remember not just during the season, but always we should treat each other with respect and kindness and love." She thanked staff for their monthly reports, saying "Often times, I am overwhelmed and amazed at the work that is done behind the scenes to serve our community." She reminded everyone: "Don't just wait till Veterans Day to thank a veteran. Thank them every day."

Attorney Lassiter thanked the council for the Veterans Day proclamation and reminded everyone to fly their flags. He announced the need for a closed session under two statutes for property negotiation guidance and attorney-client privilege.

Manager Parker congratulated the re-elected officials and thanked staff, particularly veteran staff members. She shared personal connections to military service: "My family has a long history of service and my father in the United States Army, and I currently have my 1 and only nephew serving in the United States Marine Corps in Camp Pendleton in in California."

Mayor Hines expressed gratitude to voters for re-electing him and acknowledged Councilwoman Hawkins and Councilman Moore for braving the elements during campaigning: "They stood and braved the elements. They did better than I did." He reflected on the importance of their work: "We put in the work now. You know, we need to get the return back, you know, to us." He thanked veterans, particularly those on town staff, and shared his personal situation as a federal employee on hiatus for 40 days, maintaining optimism: "Look like I'm gearing to get off hiatus, but we can only pray. But if we do not, it is all good. We're still going to make it." The Mayor emphasized accessibility: "As I was talking to the citizens that were coming up to the polls, I'm here. My door is open. My email is accessible. My phone number is accessible. We have public comment section... but just be reminded, stick to the topic, and we'll get you an answer."

**Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to go into Closed Session under NCGS § 143-318.11.(a)(5) to discuss property acquisition negotiations and under (a)(3) for attorney-client privilege matters Motion carried unanimously, 5-0.**

**CLOSED SESSION:**

**Motion made by Councilwoman Smith and seconded by Councilwoman Roberson to return to Open Session. Motion carried unanimously, 5-0.**

**ADJOURN:**

**Motion made by Councilwoman Harrell and seconded by Mayor Pro Tem Moye to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 9:20 pm.**

Adopted this the 22nd day of December 2025.

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk

DRAFT





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** December 22, 2025

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** 2026 Council Meeting and Budget Calendars.

**Action Requested:** Approval of Calendars.

**Attachment:** Draft Calendars Listed below.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 11/25/2025

**ABSTRACT ROUTING:**

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

**Supporting Documentation**

Approval of the following 2026 Calendars:

- Draft 2026 Regular Council Meeting Calendar; and
- Draft 2026 Holiday Calendar; and
- Draft 2026-2027 Budget Calendar.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends approval of the 2026 Calendars.



## TOWN COUNCIL 2026 REGULAR MEETING CALENDAR

DATE	DESCRIPTION	TIME	LOCATION
Monday, January 12, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, February 9, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, March 9, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, April 13, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, May 11, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, June 8, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, July 13, 2026	<b>NO MEETING</b>	<b>NA</b>	<b>NA</b>
Monday, August 3, 2026 (Note Change)	Regular Council Meeting	6:00 pm	THAR
Monday, September 14, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, October 12, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, November 9, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, December 14, 2026	Regular Council Meeting	6:00 pm	THAR

**THAR: Town Hall Assembly Room  
2571 Railroad Street  
Winterville, NC 28590**

**Adopted by Town Council – 12/22/2025**



# **TOWN OF WINTERVILLE**

## **2026 HOLIDAY CALENDAR**

<b>DATE</b>	<b>HOLIDAY</b>
<b>Thursday, January 1, 2026</b>	<b>New Year's Day</b>
<b>Monday, January 19, 2026</b>	<b>Martin Luther King Jr. Birthday</b>
<b>Friday, April 3, 2026</b>	<b>Good Friday</b>
<b>Monday, May 25, 2026</b>	<b>Memorial Day</b>
<b>Friday, June 19, 2026</b>	<b>Juneteenth</b>
<b>Friday, July 4, 2026</b>	<b>Independence Day</b>
<b>Monday, September 7, 2026</b>	<b>Labor Day</b>
<b>Wednesday, November 11, 2026</b>	<b>Veterans Day</b>
<b>Thursday, November 26, 2026, and Friday, November 27, 2026</b>	<b>Thanksgiving</b>
<b>Thursday, December 24, 2026, Friday, December 25, 2026, and Monday, December 28, 2026,</b>	<b>Christmas</b>

**Source: North Carolina State Human Resources Holiday Schedule.**

**Town Council Approved - 12/22/2025.**



# TOWN OF WINTERVILLE

## FY 2026-2027

### BUDGET CALENDAR

DATE	DESCRIPTION	TIME	LOCATION
<b>Tuesday, January 27, 2026</b>	Town Annual Planning Meeting – Part 1	5:30 pm	THECR
<b>Tuesday, February 3, 2026</b>	Town Annual Planning Meeting – Part 2 (TENTATIVE)	5:30 pm	THECR
<b>Monday, February 16, 2026</b>	Distribution of Budget Worksheets to Management Team	NA	TMGR OFFICE
<b>Monday, March 30, 2026</b>	Management Team Recommendations Due	5:00 pm	TMGR OFFICE
<b>Monday, May 4, 2026</b>	Town Council & Manager Progress Meeting	6:00 pm	THECR
<b>May 5-8, 2026</b>	Manager Review with Management Team	NA	TMGR OFFICE
<b>Monday, May 18, 2026</b>	Hand delivery of the Recommended Budget	NA	NA
<b>Thursday, May 21, 2026</b>	Town Council Budget Work Session #1	6:00 pm	THAR
<b>Tuesday, May 26, 2026</b>	Town Council Budget Work Session #2	6:00 pm	THAR
<b>Thursday, May 28, 2026</b>	Town Council Budget Work Session #3 (TENTATIVE)	6:00 pm	THAR
<b>Monday, June 1, 2026</b>	Public Hearing	6:00 pm	THAR
<b>Monday, June 8, 2026</b>	Adoption of the FY 2026-2027 Budget Ordinance	6:00 pm	THAR
<b>Wednesday, July 1, 2026</b>	Fiscal Year Begins	NA	NA

**THAR:**  
Town Hall Assembly Room  
2571 Railroad Street  
Winterville, NC 28590

**THECR:**  
Executive Conference Room  
2571 Railroad Street  
Winterville, NC 28590

**TMGR Office**  
Town Manager's Office  
2571 Railroad Street  
Winterville, NC 28590

**DEPOT:**  
~~Winterville Train Depot~~  
~~Railroad Street~~  
~~Winterville, NC 28590~~

Approved by Town Council - 12/22/2025  
Please NOTE the times of the meetings vary.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** December 22, 2025

**Presenter:** Jessica Manning, Finance Director

**Item to be Considered**

**Subject:** Budget Amendment 2025-2026-4.

**Action Requested:** Approval of the Budget Amendment.

**Attachment:** Budget Amendment 2025-2026-4.

**Prepared By:** Jessica Manning, Finance Director

**Date:** 11/25/2025

**ABSTRACT ROUTING:**

☒ TC: 12/15/2025

☒ TM: 12/15/2025

☒ Final: tlp - 12/15/2025

**Supporting Documentation**

This is the fourth budget amendment for the 2025-2026 Fiscal Year.

This first item in this budget amendment addresses the need to increase the Miscellaneous Grant line item in the amount of \$19,000 to account for the Grant we have been awarded from the Greenville Eastern North Carolina Alliance for the Town of Winterville Rebranding and Marketing Project. The Non-Departmental ENC Alliance Rebranding and Marketing line item will be increased by \$19,000.

The second item in this budget amendment addresses the need to cover the cost of purchasing new Two-Way Radio Communication Equipment for the Fire and Police Departments. The total cost proposed for the radios is \$1,189,767. The Fire Department's Capital Outlay line item will be increased by \$606,781 for the replacement cost, and the Police Department's Capital Outlay line item will be increased by \$582,986 for the replacement cost. The Debt Proceeds line item in the General Fund will be increased by \$1,189,767 as we plan to finance the purchase through an installment purchase agreement.

The third item in this budget amendment accounts for the Grant that we will be receiving from the NC Department of Transportation for the development of a comprehensive bicycle and pedestrian plan for the Town in the amount of \$52,000. This Grant requires a local match from the town in the amount of \$13,000. The General Fund Misc. Grant Revenue line item will be increased by \$52,000, the Fund Balance Appropriation line item in the General Fund will be increased by \$13,000, and the NCDOT Bicycle and Pedestrian Plans line item in the Streets and Sidewalks department will be increased by \$65,000.

**Budgetary Impact:** Budgetary Impact of \$1,273,767.

**Recommendation:** Staff recommends Council approve the Budget Amendment.

## BUDGET ORDINANCE AMENDMENT 25-26-4

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

### SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION	Fund	Account	Increase	Decrease
Miscellaneous Grant	General	10-0000-00 3420	\$ 19,000	
Debt Service Proceeds	General	10-0000-00 3811	\$ 1,189,767	
Miscellaneous Grant	General	10-0000-00 3420	\$ 52,000	
Fund Balance Appropriation	General	10-0000-00 3831	\$ 13,000	

**Total** **\$ 1,273,767 \$ -**

### SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION	Fund	Department	Account	Increase	Decrease
ENC Alliance Rebranding & Marketing	General	Non-Departmental	10-9500-00 6108	\$ 19,000	
Capital Outlay	General	Police	10-4310-00 7150	\$ 582,986	
Capital Outlay	General	Fire	10-4320-00 7150	\$ 606,781	
NCDOT Bicycle & Pedestrian Plans	General	Streets & Sidewalks	10-4510-03 6109	\$ 65,000	

**Total** **\$ 1,273,767 \$ -**

Adopted the 22nd day of December 2025.

\_\_\_\_\_  
Richard E. Hines, Mayor

\_\_\_\_\_  
Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** December 22, 2025

**Presenter:** Cliff McGuffin, Public Works Director

**Item to be Considered**

**Subject:** Emergency Stormwater Repair on Channel Drive.

**Action Requested:** Retroactive Approval of Emergency Repair.

**Attachment:** Bid Tab.

**Prepared By:** Cliff McGuffin, Public Works Director

**Date:** 11/25/2025

**ABSTRACT ROUTING:**

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

**Supporting Documentation**

Town staff has received bids for an emergency stormwater line repair as the existing pipe has collapsed and caused property damage and safety concerns. The project will be over \$30,000 and needs council approval. Three bids were obtained and are in the Agenda packet and the budget amendment for this project was approved at the October meeting. Staff went with the lowest bidder for the repair.

**Budgetary Impact:** Budget Amendment was approved at October Meeting for repairs.

**Recommendation:** Staff recommends retroactive approval of Emergency Stormwater Repair on Channel Drive.

## **Emergency Stormwater Line Repair Channel Drive**

East Coast Grading & Utilities, LLC

**Total- \$47,240.00**

E.R. Lewis Construction

**Total- \$63,350.00**

Tripp Brothers, Inc

**Total- \$79,118.44**





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** December 22, 2025

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Fortner Commercial LLC (Reedy Branch Storage) Annexation Petition.

**Action Requested:** Direct Town Clerk to Investigate Sufficiency of Annexation.

**Attachment:** Annexation Petition, Metes and Bounds/Legal Description, and Annexation Map.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 11/24/2025

**ABSTRACT ROUTING:**

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

**Supporting Documentation**

**Applicant:** Tyler Justin Fortner & Ark Consulting Group, PLLC.

**Location:** 4771 Reedy Branch Rd.

**Parcel Numbers:** 2230

**Site Data:** 3.7162 acres.

**Zoning:** Industrial.

**Staff Analysis:**

This site has been developed for Mini-Storage/Warehousing. The property owners are now in the process of adding office space to the site and are applying for an annexation in order to connect to Town sewer.

**Anticipated Annexation Schedule:**

12/22/25: Direct Town Clerk To Investigate Sufficiency.

1/12/26: Schedule Public Hearing.

2/9/26: Hold Public Hearing.

If approved, anticipated Effective Date will be February 28, 2026.

**Budgetary Impact:** TBD.

**Recommendation:** Staff recommends Council direct Town Clerk to Investigate Sufficiency of Annexation

PETITION REQUESTING ANNEXATION

Date: July 8, 2025

To the Mayor and Town Council of the Town of Winterville:

1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.

- All owners of the property must sign.

2 The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

See attached legal description.

Name Tyler Justin Fortner Address 3910 US 264 East, Greenville, NC 27834

Signature 

Name \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_

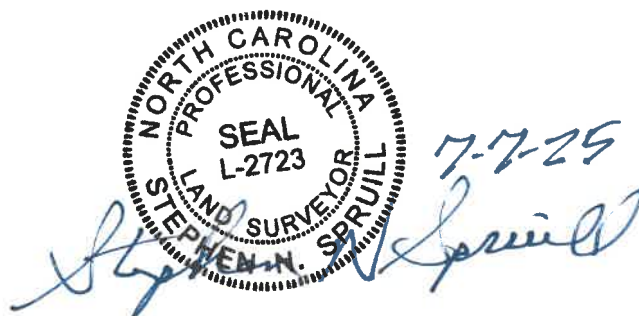
Name \_\_\_\_\_ Address \_\_\_\_\_

Signature \_\_\_\_\_

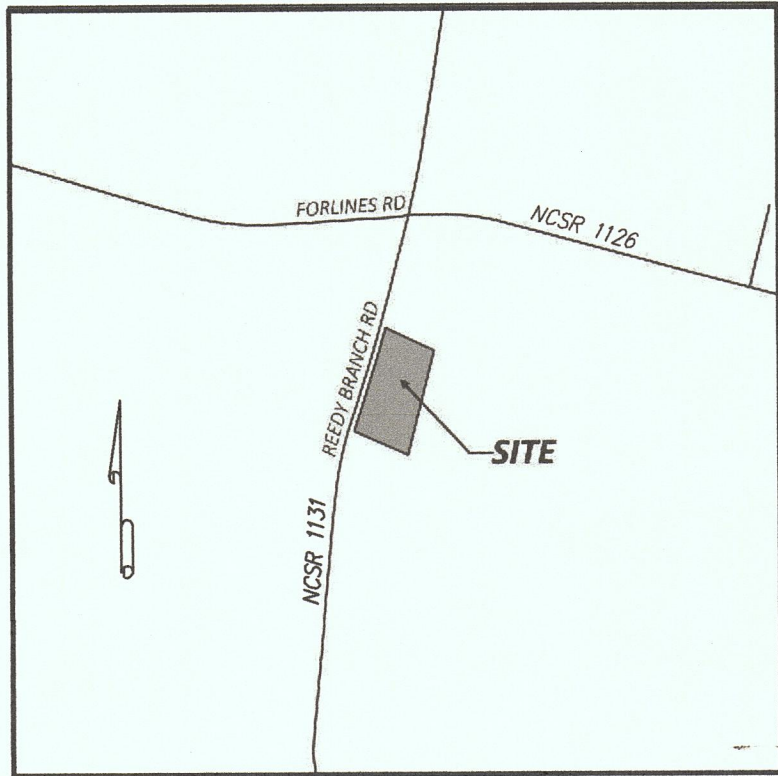
### LEGAL DESCRIPTION FOR ANNEXATION OF PARCEL 02230

Being that certain tract or parcel of land lying and being situate in the Winterville Township, Pitt County, North Carolina on the east side of NCSR 1131 (Reedy Branch Road) and being bounded on the north by the property of Goess Holdings, LLC, on the east and south by the property of Pitt County Girls' Softball League, Inc. on the west by NCSR 1131 (Reedy Branch Road) and being more particularly described as follows:

Commencing at a point at the centerline intersection of NCSR 1131 (Reedy Branch Road) and NCSR 1126 (Forlines Road) lying east of said NCSR 1131; running thence S 10°21'31" W 10.44 feet to a point at the centerline intersection of NCSR 1131 and NCSR 1126 lying west of NCSR 1131; thence S 14°39'47" W 580.07 feet to a point in the center of NCSR 1131; thence S 65°40' 47" E 30.60 feet to an existing iron bar on the eastern right of way line of NCSR 1131 at the southwest corner of the property of Goess Holdings, LLC as described in Deed Book 4369, Page 500 and being the POINT OF BEGINNING; thence from said being point so established with the Goess Holdings, LLC south property line S 65°53'44" E 279.70 feet to an existing iron pipe on the west line of the property of Pitt County Girls' Softball League, Inc. as described in Deed Book 624, Page 93; thence with the west line of said Pitt County Girls' Softball League, Inc. S 14°52'57" W 562.50 feet to an existing iron pipe and N 64°56'31" W 306.86 feet to an existing iron pipe on the eastern right of way line of NCSR 1131 (Reedy Branch Road); thence with the eastern right of way line of NCSR 1131 N 17°34'10" E 553.72 feet to the POINT OF BEGINNING containing 3.7162 acres and being Pitt County Tax Parcel 02230 as described in Deed Book 4319, Page 84 and as shown in Map Book 70, Page 71. This description was prepared based on that Boundary and Topographic Survey for Fortner Commercial, LLC by Gary S. Miller & Associates, P.A. dated August 19, 2022 and no field survey has been performed by Ark Consulting Group, PLLC. All deeds and maps referenced in this description are located at the Pitt County Cadastre.







Vicinity Map  
SCALE: 1" = 1000'

### Notes

1. THIS IS AN ANNEXATION MAP OF PITT COUNTY TAX PARCEL NO. 02230
2. BOUNDARY AND NORTH REFERENCE INFORMATION SHOWN HEREON IS BASED ON THAT BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY GARY S. MILLER & ASSOCIATES DATED 8-19-2022; NO FIELD SURVEY WAS PERFORMED BY ARK CONSULTING GROUP, PLLC IN THE PRODUCTION OF THIS MAP
3. THE PROPERTIES AND ROAD RIGHT OF WAY ADJOINING THIS PROPERTY ARE ALL WITHIN THE CITY LIMITS OF WINTERVILLE

### References

D.B. 4319, PG. 84  
M.B. 70, PG. 71  
PITT COUNTY CADASTRE

PITT COUNTY GIRLS'  
SOFTBALL LEAGUE, INC.  
D.B. 624, PG. 93

EXISTING DRIVE

N 64°56'31" W 308.86'  
(EXISTING/OLD CITY LIMIT)

NCSR 1131 - REEDY BRANCH ROAD  
60' PUBLIC R/W - 23' ASPHALT

N 17°34'10" E 553.72'  
(EXISTING/OLD CITY LIMIT)

3.7162 ACRES

PITT COUNTY GIRLS'  
SOFTBALL LEAGUE, INC.  
D.B. 624, PG. 93

40' 0 20' 40'

COMPOSITE ANNEXATION PLAT FOR  
FORTNER COMMERCIAL, LLC  
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA  
DEED BOOK 4319, PAGE 84 ARK DRAWING NO. C-1071

**ARK CONSULTING GROUP, PLLC**  
ENGINEERS & SURVEYORS  
www.arkconsultinggroup.com  
925-A Conference Drive Phone:  
Greenville, NC 27858 (252) 558-0888

SURVEYED: JB	APPROVED: SNS
DRAWN: BMP	DATE: 07/07/2025
CHECKED: SNS	SCALE: 1"=40'

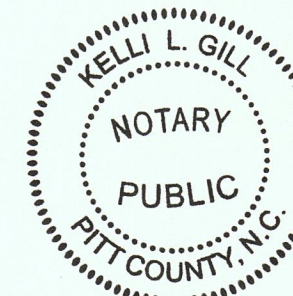
MAP SHOWING AREA ANNEXED BY  
TOWN OF WINTERVILLE, N.C.  
ORDINANCE NO. \_\_\_\_\_ AREA: 3.7162 AC.  
EFFECTIVE DATE: \_\_\_\_\_

ACCEPTED FOR THE TOWN OF WINTERVILLE

MAYOR: \_\_\_\_\_ DATE: \_\_\_\_\_

### LEGEND

NEW CITY LIMIT \_\_\_\_\_  
OLD CITY LIMIT \_\_\_\_\_  
CITY LIMIT \_\_\_\_\_  
CALCULATED PROPERTY CORNER ○



### SURVEYOR'S CERTIFICATION

I, STEPHEN N. SPRULL, CERTIFY THAT THIS MAP WAS PREPARED BASED ON DEEDS AND MAPS OF RECORD AND NO FIELD SURVEY WAS PERFORMED BY ARK CONSULTING GROUP, PLLC AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS EXEMPT FROM G.S. 47-30 AS SET FORTH IN SECTION (I) THEREOF.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 7 DAY OF JULY, 2025

SIGNED Stephen N. Sprull  
PROFESSIONAL LAND SURVEYOR NO. L-2723

PITT COUNTY, NORTH CAROLINA

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT STEPHEN N. SPRULL, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS 7 DAY OF JULY, 2025

Kelli L. Gill  
NOTARY PUBLIC

MY COMMISSION EXPIRES: Sept. 25, 2026





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** December 22, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Bike and Pedestrian Grant Acceptance and Authorization.

**Action Requested:** Accept the Grant, approved Cost Share, and Authorized Signer.

**Attachment:** NCDOT Contract.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 12/11/2025

**ABSTRACT ROUTING:**

☒ TC: 12/15/2025

☒ TM: 12/15/2025

☒ Final: tlp - 12/15/2025

**Supporting Documentation**

The Town Council approved applying for a grant with NCDOT for a Bicycle and Pedestrian Plan at their March 10, 2025 meeting.

The Town was awarded the grant. The total project cost is \$65,000 and the Town share is \$13,000.

The project consists of the development of a comprehensive bicycle and pedestrian plan for the town that meets NCDOT standards.

Staff is looking for approval of the contract, commitment of the \$13,000 in funding, and authorizing staff to approve the contract.

**Budgetary Impact:** Contract Cost is for the Town is \$65,000 and will be included in a budget amendment.

**Recommendation:** Approve the contract with NCDOT, the funding, and authorize staff to sign.

# ACCOUNTS RECEIVABLE AGREEMENTS

## REMITTANCE GUIDANCE



Initial

*M*

: I acknowledge that upon execution of this Agreement, we must submit a down payment, if required.

I also acknowledge that we may pre-pay any portion of the estimated cost noted in this Agreement, prior to final billing by the Department.

*Please refer to your Agreement's PAYMENT TERMS to correctly remit any payment due to the Department.*

<u>PAYMENT TERMS:</u>	<u>PAYMENT TIMING:</u>
<b>PAYMENT UPON AGREEMENT EXECUTION</b>	Please submit the amount of agreed upon payment via one of the below methods, <u>once you have received notice of execution of the Agreement.</u>
<b>PAYMENT PRIOR TO LETTING (OR START OF PHASE)</b>	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
<b>PAYMENT UPON BILLING</b>	The Department will bill at the completion of the Project (or when defined in the Agreement). All payments are due within 60 days of invoicing.

**NOTE:** You may pre-pay any portion of an estimated cost, prior to Departmental Billing. The Department will adjust final billing to account for any pre-payments made.

### LATE PAYMENTS AND INTEREST RATES:

For payments not received within 60 days, the Department must charge a statutory interest rate of prime plus one percent (1%) on all Utility Relocation Agreements. For any other Receivable Agreement, the Department may charge a late fee and/or interest.

### PAYMENT METHODS

#### 1. **SEND PAYMENT BY CHECK** OR

##### **MAIL TO:**

NCDOT – Accounts Receivable  
1514 Mail Service Center  
Raleigh, NC 27699-1514

##### **INCLUDE:**

- Agreement ID (10000xxxxx)
- WBS Element

#### 2. **SEND PAYMENT VIA ACH (Automated Clearinghouse)**

Initiate ACH through your bank\* and send an e-mail to:

- ✓ Shamorah Fountain - [sfountain1@ncdot.gov](mailto:sfountain1@ncdot.gov)
- ✓ Kay Lee - [klee@ncdot.gov](mailto:klee@ncdot.gov)

##### **INCLUDE:**

- Agreement ID# (10000xxxxx)
- WBS Element
- Amount of Payment

*\*If you need NCDOT's Account information, contact Kerry Turner at [kmtturner@ncdot.gov](mailto:kmtturner@ncdot.gov)*

Failure to follow the above steps and remit payment per the terms in the Agreement may result in delays to project delivery. Please contact your Division Project Manager for questions regarding payment terms.

**AGREEMENT OVERVIEW**

NORTH CAROLINA  
PITT COUNTY

**DATE:** 9/17/2025

**PARTIES TO THE AGREEMENT:**

**PROJECT NUMBERS:**

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

TIP #: M-0570L

WBS ELEMENTS: 51402.8.13

AND

TOWN OF WINTERVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

**SCOPE OF PROJECT (“Project”):** The Project consists of the development of a comprehensive bicycle and pedestrian plan for the Town of Winterville. The plan will follow the content standards set for by NCDOT-IMD for bicycle and pedestrian plans.

**COSTS TO THE OTHER PARTY:** \$13,000

**ESTIMATED COST OF THE PROJECT:** \$65,000

**PAYMENT TERMS:** Town of Winterville will submit payment upon execution of agreement.

**EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon Full Execution of this Agreement

**END:** Agreement remains in effect for two years, and thereafter, unless terminated

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Winterville, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

## I. WHEREAS STATEMENTS

**WHEREAS**, 23 USC 505 allows State Planning and Research (SPR) federal funds to funds to be available for certain specified transportation activities; and

**WHEREAS**, in accordance with G.S. 136-66.2, the NC General Assembly requires each **Municipality** to develop a comprehensive transportation plan that will serve present and anticipated travel demand; and,

**WHEREAS**, the **Department's** Integrated Mobility Division (IMD) and the Transportation Planning Division have created a matching grant program to encourage the development of comprehensive municipal bicycle plans and pedestrian plans, which may serve as a component of the comprehensive transportation plan; and,

**WHEREAS**, the **Department** has allocated state matching funds to augment the federal funds available for these activities; and,

**WHEREAS**, the **Municipality** has requested funding for the development of a Bicycle and/or Pedestrian Plan, as more fully described in this Agreement and hereinafter referred to as the Project; and,

**WHEREAS**, the **Municipality** has requested that the **Department** administer the Project in coordination with the **Municipality**; and,

**WHEREAS**, the **Municipality** has agreed to participate in the cost of the project as hereinafter set out; and,

**WHEREAS**, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.2 and Section 136-71.6, to participate in the planning, construction, and/or implementation of the Project approved by the Board of Transportation.

**NOW THEREFORE**, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

## II. DEVELOPMENT OF PLAN

- i. The **Department**, and or its agent, shall prepare the Project of the development of a comprehensive bicycle and pedestrian plan for the **Municipality**, following the IMD's Content Standards for NCDOT Bicycle and Pedestrian Plans.
- ii. The **Municipality** shall participate in providing data and logistical support for public meetings and other required public notices.



ACCOUNTS RECEIVABLE  
NCDOT ADMINISTERED – BICYCLE/PEDESTRIAN PLAN  
(FEDERAL/STATE FUNDS RECEIVABLE)  
1000027077

- iii. The **Department** will provide a preliminary draft of the Plan to the **Municipality** for review and comment. The **Municipality** shall provide comments to the **Department** within three (3) months. Upon receipt of comments from the **Municipality**, the **Department** will provide a final draft.

### III. COMPLETION AND ADOPTION OF PLAN

- i. The governing body of the **Municipality** shall consider the adoption of the Plan as provided in the Final Draft by the **Department**. If the Council requests significant changes prior to adoption, the Plan will be modified and resubmitted to the **Municipality** for final approval within three (3) months.
- ii. The **Municipality** shall receive digital files and hard copies of the approved Plan. The **Municipality** shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

### IV. TIME FRAMES

The **Department** has a required time frame of two years to complete the Project. It is important that the **Municipality** provide necessary support and responses to the **Department** in a timely manner. Any delays on the part of the **Municipality** may affect the ability of the **Department** to provide financial support for the Project.

### V. FUNDING

- i. The total estimated cost of the Project is \$65,000. The **Department** shall provide a maximum amount of \$52,000. The **Municipality** shall provide \$13,000 and all costs that exceed the estimated cost of \$65,000.
- ii. Upon full execution of the Agreement, the **Municipality** shall submit payment for \$13,000 to the **Department**, in accordance with the cover memo attached to this Agreement.
- iii. Upon completion of the project, if actual costs exceed the total estimated cost of \$65,000, the **Municipality** shall reimburse the **Department** the underpayment within sixty (60) days of invoicing by the **Department**. The **Department** shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.
- iv. Upon completion of the project, if actual costs are less than the total available funding of \$65,000, the **Department** shall reimburse the **Municipality** any overpayment at the above matching share.

## VI. REPORTING REQUIREMENTS

The **Department** is subject to NC Article 2, Chapter 36 (136-41.5), which mandates an annual report on use of bicycle and pedestrian planning grant funds. By entering into this agreement with the **Department**, the **Municipality** acknowledges their participation in annual reviews of the status of implementation of projects identified in the completed plan.

## VII. STANDARD PROVISIONS

### A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

### B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the Local Public Agency set forth in this Agreement to other parties or entities.

### C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

### D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

### E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

### F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

**G. DEBARMENT POLICY**

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

**H. INDEMNIFICATION**

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

**I. AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

**J. COUNTERPARTS AND ELECTRONIC SIGNATURES**

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic

**ACCOUNTS RECEIVABLE  
NCDOT ADMINISTERED – BICYCLE/PEDESTRIAN PLAN  
(FEDERAL/STATE FUNDS RECEIVABLE)  
1000027077**

signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

**K. GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

**ACCOUNTS RECEIVABLE**  
**NCDOT ADMINISTERED – BICYCLE/PEDESTRIAN PLAN**  
**(FEDERAL/STATE FUNDS RECEIVABLE)**  
**1000027077**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

**(DOCUSIGN ONLY)**

**TOWN OF WINTERVILLE**

Authorized Signer:  Anthony Bowers  
DocuSigned by: D8956E7CB875480...

Print Name: Anthony Bowers

Title: Assistant Town Manager

Date Signed: 09/17/2025

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: 56-6001376

Remittance Address:

PO Box 1459

Winterville, NC 28590

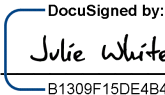
Finance Signer:  Jessica Manning  
Signed by: CC66E6BDE86E4F1...

Print Name: Jessica Manning

Title: Finance Director

Date Signed: 09/17/2025

**DEPARTMENT OF TRANSPORTATION**

By:  Julie White  
DocuSigned by: B1309F15DE4B46B...

Print Name: Julie White

Title: Dep Sec

Date: 11/21/2025

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 11/6/2025 (DATE)

**ACCOUNTS RECEIVABLE**  
**NCDOT ADMINISTERED – BICYCLE/PEDESTRIAN PLAN**  
**(FEDERAL/STATE FUNDS RECEIVABLE)**  
**1000027077**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

**(INK SIGNATURES)**

**TOWN OF WINTERVILLE**

Attest:

Authorized Signer: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: \_\_\_\_\_

Finance Signer: \_\_\_\_\_

Remittance Address:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**(DOCUSIGN)**

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

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

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

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

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (DATE)

Item N: 08/07/2025



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** December 22, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** NCDOT Agreement to Construct a Sidewalk on Mill St.

**Action Requested:** Accept the Grant, approved Cost Share, and Authorize Staff as Signer.

**Attachment:** NCDOT Draft Contract.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 12/11/2025

**ABSTRACT ROUTING:**

☒ TC: 12/15/2025

☒ TM: 12/15/2025

☒ Final: tlp - 12/15/2025

**Supporting Documentation**

The Town has been awarded a grant with the help of the Metropolitan Planning Organization and NCDOT. The grant will cover the construction of an ADA sidewalk along the west side of Mill St. The length of the project will run from Main St. north to Depot St.

The total project cost is \$125,500 and the Town will be responsible for a 20% match. This ends up being \$25,100.

The agreement includes engineering and construction. The Town will be responsible for relocating any utilities.

Staff is looking for Council to approve the contract and commit the 20% match that has a value of \$25,100.

We are also asking Council to authorize staff to sign the contract to expedite the process.

**Budgetary Impact:** Contract Cost for the Town is \$25,100 and will be included in a future budget.

**Recommendation:** Approve the contract with NCDOT, the funding, and authorize staff to sign.



**AGREEMENT OVERVIEW**

NORTH CAROLINA  
PITT COUNTY

**DATE: 11/26/2025**

**PARTIES TO THE AGREEMENT:**

**PROJECT NUMBERS:**

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

TIP #: BL-0179

AND

WBS ELEMENTS: PE 52080.1.1  
ROW 52080.2.1  
CON 52080.3.1

TOWN OF WINTERVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

**SCOPE OF PROJECT (“Project”):** This Project consists of constructing a sidewalk down the western side of SR 1149 (Mill Street) from SR 1133 (Main Street) to existing sidewalk north of Depot Street

**ESTIMATED COST OF THE PROJECT:** \$ 125,500  
**ESTIMATED COSTS TO OTHER PARTY:** \$ 25,100 (20%)  
**ESTIMATED COSTS TO DEPARTMENT:** \$ 100,400 (80%)

**RESPONSIBILITY FOR COSTS THAT EXCEED FUNDING:**

The Department and the Town of Winterville will share costs in the same proportion as shown above.

**BREAK DOWN OF PHASES:**

**ESTIMATED COST OF THE PE PHASE:** \$ 35,000  
**ESTIMATED COST TO OTHER PARTY (PE):** \$ 7,000

**ESTIMATED COST OF ROW PHASE:** \$ 25,000  
**ESTIMATED COSTS TO OTHER PARTY (ROW):** \$ 5,000

**ESTIMATED COSTS OF CON PHASE:** \$ 65,500  
**ESTIMATED COSTS TO OTHER PARTY (CON):** \$ 13,100

**PAYMENT TERMS:** Town of Winterville will submit payment for the Preliminary Engineering phase upon execution of agreement and then pay for the next phase prior to beginning the Right-Of-Way / Construction phases of work.

**MAINTENANCE:** Town of Winterville

**ACCOUNTS RECEIVABLE**  
**TIP AGREEMENT – PROJECT COST PARTICIPATION**

**1000027727**  
**1000027728**  
**1000027729**

**EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon Full Execution of this Agreement

**END:** When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Winterville, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

**ACCOUNTS RECEIVABLE**  
**TIP AGREEMENT – PROJECT COST PARTICIPATION**

1000027727  
1000027728  
1000027729

**I. WHEREAS STATEMENTS**

**WHEREAS**, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

**WHEREAS**, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

**NOW, THEREFORE**, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

**II. RESPONSIBILITIES**

**A. DEPARTMENT**

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and construction as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

**B. MUNICIPALITY**

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision and payment as shown in the **COSTS AND FUNDING** Provision.

**III. PROJECT DELIVERY REQUIREMENTS**

**A. PLANNING, DESIGN, AND CONSTRUCTION**

- i. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.
- ii. The **Department** will be responsible for preparing the plans and specifications and letting the Project to construction.
- iii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

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## B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

It is understood by all **Parties** hereto that all work shall be contained within existing right of way or easements previously granted. If additional right of way is needed, the **Municipality** will provide the required right of way and/or construction easements at no cost or liability whatsoever to the **Department**. Acquisition of right of way shall be accomplished in accordance with State procedures and the North Carolina Right of Way Manual. The **Municipality** shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The **Municipality** shall indemnify and save the **Department** harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.<sup>[JB-1]</sup>

## C. MUNICIPAL UTILITY RELOCATIONS

### Responsibilities

The **Municipality** shall be responsible for the relocation and adjustment of all municipally owned utilities in conflict with the Project and shall exercise any rights that it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and, and other pipelines or conduits; or any privately- or publicly-owned utilities.

- i. Said work shall be performed in a manner satisfactory to the **Department** prior to the **Department** beginning construction of the Project. The **Municipality** shall make every effort to promptly relocate said utilities in order that the **Department** will not be delayed in the construction of the Project.
- ii. The **Municipality** shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
- iii. The **Department**, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the **Municipality**.
- iv. The **Department** shall not be liable for any work that the **Municipality** undertakes with respect to said utility relocation.

### Costs and Funding

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**TIP AGREEMENT – PROJECT COST PARTICIPATION**

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- v. If applicable, the **Department** will reimburse the **Municipality** in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

**Utility Relocation by Department**

- vi. If the **Municipality** requests the **Department** to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the **Department** agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms, if applicable. The **Municipality** shall reimburse the **Department** all or a portion of the costs associated with said relocation, in accordance with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

**D. MAINTENANCE**

Upon completion of the Project:

- i. The **Municipality** shall be responsible for maintaining the sidewalk.
- ii. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
- iii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

**IV. COSTS AND FUNDING**

**A. PROJECT COSTS AND FUNDING**

The **Municipality** has agreed to participate in Project costs as follows:

- i. The estimated cost of the Project is \$125,500. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **Municipality** shall participate in 20% of Project Costs. The **Department** will participate in 80% of Project Costs.
- iii. If actual costs exceed the estimated costs, overages will be shared as above.

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- iv. The **Department** may consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **Municipality** is offered as a courtesy to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Municipality** of cost increases does not affect the payment terms of the agreement.

**B. PAYMENT BY THE MUNICIPALITY**

- i. The **Municipality** shall provide a down payment for each phase of the Project, prior to the **Department** initiating work on each phase. The **Department** will notify the **Municipality** of the requested amount of down payment. The **Municipality** shall remit payment, in accordance with the attached “Remittance Guidance”.
- ii. Based on the estimated Preliminary Engineering cost of \$35,000 the **Municipality** shall submit payment for \$7,000 to the **Department’s** Fiscal Section upon full execution of this Agreement in accordance with the attached “Remittance Guidance”.
- iii. If costs for the current phase of work exceed the available funding, then the **Department** will notify the **Municipality** of any additional down payment needed.

**V. STANDARD PROVISIONS**

**A. AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

**B. ASSIGNMENT OF RESPONSIBILITIES**

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

**C. AGREEMENT FOR IDENTIFIED PARTIES ONLY**

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

**D. OTHER AGREEMENTS**

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement

except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

#### E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

#### F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

#### G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

#### H. INDEMNIFICATION

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

#### I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

#### J. COUNTERPARTS AND ELECTRONIC SIGNATURES

**ACCOUNTS RECEIVABLE**  
**TIP AGREEMENT – PROJECT COST PARTICIPATION**

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- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

**K. GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).



**ACCOUNTS RECEIVABLE**  
**TIP AGREEMENT – PROJECT COST PARTICIPATION**

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**SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

**(DOCUSIGN ONLY)**

**TOWN OF WINTERVILLE**

Authorized Signer: \_\_\_\_\_

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

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

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

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: \_\_\_\_\_

Finance Signer: \_\_\_\_\_

Remittance Address:

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

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

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

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

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

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

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (DATE)

**ACCOUNTS RECEIVABLE**  
**TIP AGREEMENT – PROJECT COST PARTICIPATION**

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**SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

**(INK SIGNATURES)**

**TOWN OF WINTERVILLE**

Attest:

Authorized Signer: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: \_\_\_\_\_

Finance Signer: \_\_\_\_\_

Remittance Address:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**(DOCUSIGN)**

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

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

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

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

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (DATE)



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** December 22, 2025

**Presenter:** Cliff McGuffin, Public Works Director

**Item to be Considered**

**Subject:** Purchase of Town Equipment – Hurco Trailer

**Action Requested:** Approve Purchase of Town Equipment via Southern Vac.

**Attachment:** Southern Vac is the Authorized Distributor for North Carolina.

**Prepared By:** Cliff McGuffin, Public Works Director

**Date:** 11/24/2025

**ABSTRACT ROUTING:**

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: 12/1/2025

**Supporting Documentation**

The 2025-2026 Public Works Budget allocated monies for the purchase of equipment over \$30,000. Staff received the following quote of \$99,449.00 for the requested Vac Trailer in the Water Dept. Southern Vac is the Authorized Distributor of Hurco Equipment for North and South Carolina so three quotes could not be obtained. The Authorized Distributor/Dealer letter for Hurco Technologies is in your packets. Staff is recommending Council approval of this purchase as specified in the current budget.

**Budgetary Impact:** No change in approved budget.

**Recommendation:** Staff recommends Council approve the purchase of the listed equipment.



3605 Augusta Hwy.  
Gilbert, SC 29054  
(803) 358-0221  
Website: [www.southern-vac.com](http://www.southern-vac.com)

December 2, 2025

**Town of Winterville**  
**Attn: Chad Skinner**  
**2916 Church St.**  
**Winterville, NC 28590**

**North Carolina Sheriffs  
Association:**  
**Heavy Equipment Bid:**  
**26-10-0422**

Mr. Skinner,

Thank you for considering Southern Vac for your equipment needs.

Southern Vac is pleased to offer ***Town of Winterville*** the following quote on a ***stock Hurco 600 Diesel Model Valve Exerciser Trailer***. If you have any questions regarding this quote, I can be reached at ***(803) 563-0809***.

Thanks,

Justin Borman



# Specifications for: Town of Winterville

## Hurco 600D Trailer

### Base Module

- 630 Gallon 49.6 bhp C2.2 Caterpillar Diesel High CFM Vacuum. 4" suction wand and hose, unless 3" is specified.

### Accessories

- Hydraulic Hose Reel (50 ft of 1/2" hose) with Auxiliary Hydraulic Port.
- Auxiliary Hydraulic Port (Port only - No Hose Reel). Vacs come with one hydraulic port, which is occupied if using a valve exerciser.
- Hydraulic Cooler
- Reverse Air Flow Option for High CFM Vacs.
- Light Bar with Control Box.
- Tool Box.
- Bed Liner Coating for Vacuum - Trailer frame, fenders and motor plate (no tank interior)
- Hydrant Wrench
- Dig Pig 8.0 Silencer Nozzle

NCSA Base Module Total Price: \$83,457.45

NCSA 6% Discount Price: \$78,450.00

NCSA Base Accessories Price: \$22,339.36

NCSA 6% Accessories Discount Price: \$20,999.00

**NCSA Total Price: \$99,449.00**

\*Price good for 30 days

**\*\*ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE\*\***



## TERMS AND CONDITIONS

1. Binding Agreement. By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
2. Purchase of Equipment. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise, unavailable, but CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC, are not a part of this Agreement, and shall be of no effect or binding upon CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC unless specifically agreed to in writing by an authorized officer of CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC. Failure by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
3. Price and Other Expenses. All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorney's fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.
4. Equipment Delivery. Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC and its designees from time to time.
5. Risk of Loss. The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in Section 6 of this Agreement. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.
6. Payment and Credit. Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to Purchaser shall terminate without further notice to Purchaser. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC retains, and Purchaser hereby grants CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC or CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.
7. Taxes and Other Charges. Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to the

invoice where CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC is not required to collect such tax, Purchaser agrees to provide CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC with any documentation necessary to support such a claim and to allow CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to document its decision not to collect tax(es).

8. Acceptance; Non-Conforming Equipment; Sole Remedy. Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.

9. Purchaser Representations and Covenants. Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.

10. Indemnification. Purchaser shall indemnify, defend and hold CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC for any portion of such liabilities that result from CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S gross negligence or willful misconduct.

11. Equipment Warranties. Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC. EXCEPT FOR THEAFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.

12. Limitations on Liability. IN NO EVENT SHALL CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.

13. Force Majeure. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Gilbert, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in South Carolina for such purpose.

15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries. This Agreement constitutes the entire understanding between Purchaser and CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

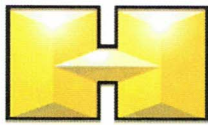
**Customer Signature:**\_\_\_\_\_

**Date:**

**Southern Vac Representative:**\_\_\_\_\_

**Date:**





**HURCO**  
TECHNOLOGIES, INC.®

This letter is to certify that Southern Vac is the exclusive dealer for Hurco Technologies, Inc in the states of North and South Carolina. There are no other authorized dealers in North and South Carolina that can sell Hurco Technologies, Inc Spin Doctor valve exercising line of equipment. Hurco Technologies, Inc has several patents on the Spin Doctor product line. These patents cover the vertical and horizontal movement of the valve exerciser, GPS location, torque set and many others.

Thank you,

*Michael Hurley*

Mike Hurley

President

Hurco Technologies, Inc

[www.HurcoTech.com](http://www.HurcoTech.com)

[Mike@HurcoTech.com](mailto:Mike@HurcoTech.com)



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** December 22, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Cost Share Agreement with Garden Street Communities.

**Action Requested:** Approve the Cost Share Agreement.

**Attachment:** Agreement and Certified Upfitting Cost.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 11/25/2025

**ABSTRACT ROUTING:**

☒ TC: 12/1/2025

☒ TM: 12/2/2025

☒ Final: tlp - 12/2/2025

**Supporting Documentation**

Staff is interested in regionalizing sewer lift stations so that we can control the location and the quantity of stations on our sewer system. This regionalized approach will also help facility growth and development in Winterville; as well as, reduce the amount of time and maintenance required to operate the lift stations.

The location of the Quail Trace Subdivision will allow for regionalization to cover most of the land south of NC 903, east of the Swift Creek, and west of NC 11.

This cost share agreement allows for the developer to increase the capacity of the sewer lift station so that it can handle development in the area in close proximity to the site.

There are two components of the agreement. The first is to increase the size of the wet well on the station from 6 feet to 8 feet. We will also increase the size of the force main from 4 inches to 6 inches. These increases will cost the town \$92,998. These funds will be due at the completion of the project and will be needed to be included in next year's annual operating budget.

**Budgetary Impact:** Contract Cost is \$92,998 and will be included in next fiscal year's budget.

**Recommendation:** Approve the contract with Garden Street Communities.

## **INFRASTRUCTURE COST SHARING AND REIMBURSEMENT AGREEMENT**

THIS INFRASTRUCTURE COST SHARING AND REIMBURSEMENT AGREEMENT, dated as of \_\_\_\_\_, 2025 (the "Agreement"), by and between GARDEN STREET COMMUNITIES SOUTHEAST, LLC, a North Carolina Limited Liability Company (the "Developer"), and the TOWN OF WINTERVILLE, NORTH CAROLINA, a public body of the State of North Carolina (the "Town") (the Developer and Town each referred to hereafter individually as a "Party" and collectively as the "Parties").

### **WITNESSETH:**

**WHEREAS**, the Town is a validly organized and existing political subdivision, existing under the Constitution and laws of the State of North Carolina; and

**WHEREAS**, the Developer proposes to develop a residential subdivision known as Quail Trace (hereinafter "Quail Trace") located in part within the corporate limits of Town at Ready Branch Rd, Winterville, North Carolina 28590; and

**WHEREAS**, both Developer and Town anticipate that Developer will request the Town to annex Quail Trace; and

**WHEREAS**, the Developer has requested that the Town provide sanitary sewer service to Quail Trace; and

**WHEREAS**, the Developer has requested that the Town provide water service to a portion of Quail Trace; and

**WHEREAS**, the Developer desires to connect its proposed development as more particularly described on the attached **Exhibit A** (the "Development") to the Town's sanitary sewer and water system (the "Utility System"); and

**WHEREAS**, the Developer wishes to construct certain Developer's Improvements (as defined in Section I.A.1. below) to be connected to the Utility System and upon completion dedicated to the Town; and

**WHEREAS**, the Improvements are being oversized with certain Town Improvements (as defined in Section I.A.2 below) at the request of the Town in order to allow the Utility System to function in a practical, efficient, and economical manner in other areas of the Town; and

**WHEREAS**, the Improvements are to be sized larger than Developer would size them if Developer were solely serving the Development; and

**WHEREAS**, construction of the Developer's Improvements will benefit the Town by allowing the Town to expand the Utility System without the Town or its existing customers being responsible for the cost of same; and

**WHEREAS**, construction of the Town Improvements will benefit potential customers of the Town situated along or near these Improvements by providing engineered sewer infrastructure to serve these lands.

**WHEREAS**, Town and Developer desire to enter into this Agreement to identify the obligation of each party to this Agreement; and

**WHEREAS**, the Developer and the Town have duly authorized the execution and delivery of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and other valuable consideration set forth herein, the receipt of which is hereby acknowledged, and the mutual benefits to be received by the Parties from the construction of the Improvements, including but not limited to those benefits described above, the Developer and the Town, and their heirs, successors, and assigns agree as follows:

I. Description of Improvements.

A. Definitions.

1. "Developer's Improvements" mean all those facilities to be constructed by Developer pursuant to this Agreement as shown on the Plans & Specifications (defined below). The Improvements are designed and shall be constructed in compliance with the Town's Utility Regulations and Ordinance (the "Ordinance") and all applicable regulations.
  - a. The Developer's Improvements which would be needed to serve Quail Trace generally consist of:
    - A lift station as shown on the Plans & Specifications and said lift station would include a 6 foot diameter wet well 23 feet deep;
    - A 4 inch force main extending approximately 2,060 linear feet, as shown on the Plans & Specifications (from Quail Trace Lift Station to the Old Tar Road Lift Station).
2. "Town Improvements" means all the oversizing of the Developers Improvements requested by the Town and constructed by the Developer pursuant to this Agreement as shown on the Plans & Specifications (defined below). The Improvements are designed and shall be constructed in compliance with the Town's Utility Regulations and Ordinance (the "Ordinance") and all applicable regulations.
  - a. The oversizing of the Improvements which the Town has requested generally consist of:
    - A regional lift station, as shown on the Plans & Specifications once completed

and said lift station will include a wet well which is an additional 2 foot in diameter and an additional 0 feet in depth to the Developer's Improvements (as defined in Section I.A.1.) so that the wet well has a total diameter of 8 feet and is a total of 23 feet deep;

- An additional 2 inches added to the 4 inch force main (as defined in Section I.A.1.) so that the resultant line is a 6 inch force main extending approximately 2,060 linear feet, as shown on the Plans & Specifications once completed.
3. "Improvements" mean both Developer's Improvements and Town Improvements as defined herein.
4. "Plans & Specifications" means those surveys, plans, engineering, and construction drawings designed by Developer's Engineer and approved by the Developer and the Town in accordance with the Town's Ordinance, policies, standards, and regulations. The Plans & Specifications have been approved by the Town and are attached hereto as **Exhibit B**. Any amendment to the Plans & Specifications shall be in accordance with the provisions of this Agreement and any applicable permits associated with the same (e.g., Department of Environment and Natural Resources). Such amended plans and specifications shall from the date of such amendment or date of any required permit modification, whichever is later, be deemed the "Plans & Specifications" and **Exhibit B** shall be revised to reflect the same. Notwithstanding anything contained herein to the contrary, the Town Improvements shall not include any infrastructure and improvements solely for the benefit of Developer or Quail Trace.

## II. Improvement Costs.

- A. General. The construction cost estimates of the Developer's Improvements and the Town's Improvements are set forth in the attached **Exhibit C**. The Parties acknowledge that the cost estimates are a reasonable approximation of the probable cost to construct and install the Improvements. Each Party further understands and agrees that the cost estimates are based upon several variables that may change over time. While the cost estimates are a useful tool in planning for the construction of the Improvements, the Allocation of Costs between the Developer and the Town of each party's respective costs shall be made upon the basis of the actual total of all costs incurred (as defined below). Notwithstanding anything contained herein to the contrary, the Parties acknowledge that bids for the construction of the Improvements have been solicited through a bidding process established by the Developer and approved by the Town (see Section IV.C. herein).
- B. Allocation of Costs. The Parties agree that the Developer shall pay for all costs associated with the engineering, design and construction, including legal costs and expenses, of the Developer's improvements as generally described in Section

I.A.1. above and the Town shall pay for all costs associated with the engineering, design and construction, including legal costs and expenses, of the Town Improvements as generally described in Section I.A.2. above.

III. Timing.

A. Timeline for Commencement and Completion. Developer agrees to the following standards for timely performance under this Agreement:

1. Commencement: Developer shall commence construction of the Improvements within twelve (12) months of the date of this Agreement.

B. No Obligation to Construct: Partial Construction. This Agreement sets forth the terms and conditions for (i) construction of the Improvements and (ii) payment by Developer and the Town of costs of the Improvements. This Agreement does not obligate Developer to undertake the Improvements, and it does not obligate the Developer or the Town to remit any payment for the cost of said Improvements in the event the Improvements are not undertaken.

If Developer undertakes construction but fails to complete the same in accordance with this Agreement, and if the Town later chooses to complete the construction of the Improvements, Town shall be entitled to reimbursement by Developer for the percentage of the Developer's Improvements actually constructed by Town.

In addition, at acceptance by the Town of the Improvements, the Developer shall (i) convey to Town by quitclaim deed or easement, as applicable, all Required Property (defined below), obtained by Developer, and (ii) shall assign, to the extent assignable, the Plans & Specifications to the Town and provided such assignment is at no cost to Developer. In addition, Developer shall deliver copies of the Plans & Specifications to the Town upon request to do so. Developer shall inform each of the design professionals associated with the Plans & Specifications as to the requirements of this Section III.B(ii) and shall provide in Developer's contract with such design professional that the Developer has the right to assign the Plans & Specifications to the extent the Design Professional has been compensated for the same. Nothing in this Section III shall require the Town to expend any funds for construction of the Developer's Improvements. In the event that the Developer does not complete the Improvements as provided in this Section III, the Town may contract with a third party to complete the Improvements.

C. "Required Property" means any such property deemed necessary by Developer and Town for Developer to construct the Improvements.

IV. Administration.

A. Definitions.

1. "Town Management Designee" means the Town Manager of the Town or such person designated in writing by the Town Manager or any successor position to the Town Manager.
2. "Town Contact" means one or more employees of the Town identified by the Town Management Designee for the purpose of receiving information from the Developer, relaying required approvals from the Town Management Designee, and where allowed in this Agreement giving approvals.

B. Design & Engineering.

1. Developer engaged a licensed North Carolina engineer to design the Improvements to meet all adopted Town requirements and specifications, including but not limited to the size and type of material used, which Town has approved.
2. Any amendment to the Plans & Specifications shall occur only with the consent and approval of Developer and the Town. Upon amendment, Developer shall not be subjected to any requirements or demands of the Town that are unique and not generally applied to other developers, except for the application of standards that may be unique because of the specific or unique nature of the infrastructure being designed and constructed.

C. Contracting; Construction; Administration & Permits. Developer shall be responsible for the contracting, administration, construction, and permitting of the Improvements. The Improvements shall be constructed by one or more licensed contractors that have been selected by Developer and the Town.

The Town agrees that pursuant to North Carolina General Statute §160A-320(a) the public contracting requirements of Chapter 143 of the North Carolina General Statutes for public contracts is not applicable to this Agreement.

Developer shall provide any contracts, including subcontracts in Developer's possession, for work on the Improvements to the Town upon request by the Town Contact. The Improvements shall be completed in accordance with Plans & Specifications. The Town shall inspect construction of the Improvements at any time and at such frequency as the Town desires, but at least weekly. In the event that a Town inspection reveals any discrepancy or other issue, the Town immediately shall notify the Developer thereof in writing. Developer shall be responsible for obtaining all state, local, and any other permits and approvals required in order to construct the Improvements. Developer shall ensure that Town is identified as an Additional Insured on all insurance policies issued pursuant to this Agreement.

V. Property Acquisition.

- A. Generally. Developer shall obtain the Required Property, as defined by Section



III.C, and shall deed, dedicate, or otherwise transfer or assign the same to the Town upon completion of the Improvements as provided hereafter in this Agreement.

- B. Eminent Domain. The Town shall cooperate with Developer in efforts to obtain any of the Required Property including, but not limited to, the exercise of the Town's power to acquire property as allowed by law. Through approval of this Agreement, the Town hereby determines that construction of the Improvements confers a public benefit and is for a public purpose, given the public benefits to be realized from extension of the Utility System. Prior to action by the Town to invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain), Developer shall make and document three (3) good faith attempts to purchase any Required Property at offers of not less than fair market value. If these offers are unsuccessful, the Town shall invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain if necessary to make such acquisitions).

VI. Acceptance of Improvements.

- A. Requirements for Acceptance. When the Improvements are completed, Developer shall notify the Town Contact in writing to start the process for Town acceptance of the Improvements, and Developer shall furnish the following to the Town:
1. Sealed as-built plans for the Improvements;
  2. A standard form release of liens from all contractors and subcontractors who have worked on the Improvements and who have a right under statute to file liens against the Improvements or property on which the Improvements are located;
  3. Deeds, dedications, or assignments conveying Developer's interests to Town in all real property burdened by the Improvements; and
  4. Releases or subordination of any mortgage or security interests held in the Improvements or in the property containing the Improvements.
- B. Acceptance and Payment. Upon completion of construction and delivery to the Town of the documents set forth in A. above, the Town, within ten (10) days, shall conduct an inspection of the Improvements and upon approval thereof shall accept the Improvements and associated property or property interests, shall have the rights described hereafter, and shall thereafter maintain the Improvements. The Town's declaration of acceptance under this Section shall be made by the Town Management Designee subject to the approval of the Town Council. The Town shall document the date it accepts the Improvements by written letter to Developer signed by the Town Management Designee. Each of the (i) acceptance by the Town and (ii) payment by the Town to the Developer for all of Developer's costs and expenses for the Town Improvements as herein provided,



shall take place not later than forty-five (45) days after the foregoing approval by the Town. Delay for any reason in acceptance by the Town shall not operate to postpone or excuse timely payment by the Town to the Developer for the Town Improvements.

- C. Town Ownership and Control of Improvements. Upon the Town's full acceptance of the Improvements and payment to the Developer for the Town Improvements, the Town shall use the Improvements to provide utility service. The Town then shall have sole ownership, control over, and use of the Improvements and associated property interests. After the Town's acceptance of the Improvements and subject to terms of this Agreement, the Town may make extensions from, connections to, and alterations to any of the Improvements, and/or make any other decisions regarding the Improvements without consent of Developer so long as said extensions, connections and alterations do not negatively affect or impede Developer's Improvements.

Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, shall retain or be provided with legal access to the lift station to be constructed for purposes of establishing and maintaining landscaping at such site.

- VII. Payment of Construction Costs. The Parties hereto agree that the Developer is solely responsible to pay for all costs associated with the Developer's Improvements. Further, the Parties hereto agree that the Town is solely responsible to pay for all costs associated with the Town Improvements that are incurred by Developer in connection with the Town Improvements. The Town will pay for and reimburse the Developer for all costs associated with the Town Improvements within forty-five (45) days of Town acceptance of the Improvements.
- VIII. Written Consents from Town. Where this Agreement refers to written approvals or consents to be given by the Town and the person or position that may give consent is not identified, the authority to give such approvals shall be delegated to the Town Management Designee. An approval required by this Agreement shall not be effective unless given in writing. Consents or approvals specifically delegated to the Town Council in this Agreement are excluded from the operation of this Section. Any dispute between the Developer and a delegated party acting on behalf of the Town may be submitted to the Town Council for review and resolution. Notwithstanding the foregoing, nothing herein shall prevent either Party from pursuing other remedies available to it, including requesting relief from courts of appropriate jurisdiction.
- IX. Suspension For Cause/Default.
- A. Either party shall have the right to terminate this Agreement in the event the other shall default in any of the terms and conditions of this Agreement. Either party shall have the right to exercise any and all rights and remedies available to it under law and equity in the event the other shall default in any of the terms and

conditions of this Agreement. No default shall be declared under this Agreement unless the Party claiming default gives the other Party Notice (as defined below) of any alleged default with particularity and an opportunity of at least thirty (30) working days from the date of receipt of the Notice to commence to cure such default. No such failure to cure, however, will be deemed to exist if the defaulting Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting Party.

- B. Any Notice of default shall be provided in accordance with the Notice provisions contained herein and shall in addition be prominently titled NOTICE OF DEFAULT.
- X. “Notice” shall mean any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder. All Notices shall be in writing, and shall be (i) hand delivered personally or (ii) sent by a nationally recognized courier service providing verification of deliver, fees prepaid, and addressed as follows:

To the Developer at:

Garden Street Communities Southeast, LLC  
Attention: William Bryan Adams  
100 West Garden Street, 2<sup>nd</sup> Floor  
Pensacola, Florida 32502

With copy to:

Garden Street Communities Southeast, LLC  
Attention: Luke Henderson, General Counsel  
100 W. Garden Street, 2<sup>nd</sup> Floor  
Pensacola, FL 32502

To the Town at:

Terri Parker, Town Manager  
Town of Winterville  
Post Office Box 1459  
Winterville, NC 28590

With copy to:

Anthony Bowers, Asst. Town Manager

Town of Winterville  
Post Office Box 1459  
Winterville, NC 28590

E. Keen Lassiter, Town Attorney  
Law Offices of E. Keen Lassiter, P.A.  
Post Office Box 2636  
Winterville, NC 28590

Each Party may designate by notice a new address to which any Notice thereafter shall be given, served, or sent. Each Notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the courier delivery receipt being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

XI. Miscellaneous.

- A. Choice of Law and Forum. This Agreement shall be deemed made in Pitt County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive form and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Pitt County.
- B. Compliance with Ordinances, Laws and Regulations. The Developer shall be vested as to the matters outlined in this Agreement and shall comply with all Town ordinances, written standards, and written regulations as they exist on the date of this Agreement. Notwithstanding the foregoing, the Developer shall not be vested under the current Town technical and engineering standards for any infrastructure or facilities other than that which is provided in the Plans & Specifications as such Plans & Specifications have been approved by the Town. Further, the Parties shall comply with all applicable regulations of the State of North Carolina and federal government.
- C. Waiver. No action or failure to act by the Parties shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing or set forth elsewhere by this Agreement.
- D. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.
- E. Assignment; Successors and Assigns. The Developer may assign and/or pledge its rights and obligations that arise out of this Agreement with prior written consent

of the Town, such consent not to be unreasonably delayed nor withheld.

- F. No Third Party Rights Created. This Agreement is intended for the benefit of the Town and Developer and not for any other person or entity, and no such persons or entities shall enjoy any right; benefit, or entitlement under this Agreement.
- G. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (i) the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation; (ii) References to a "Section" or "section" shall mean a section of this Agreement; (iii) Titles of sections, paragraphs, are for convenience only and shall not be construed to affect the meaning of this Agreement; (iv) the word "duties" includes obligations; (v) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities; (vi) The words "will" "shall" and "must" are each mandatory; and (vii) The word "day" means calendar day.
- H. Modifications; Entire Agreement. A modification or amendment of this Agreement is not valid unless signed by both Parties. This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
- I. Force Majeure. The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including without limitation, acts of the United States of America, acts of the State of North Carolina (including the denial of permits which the Developer has pursued in good faith), embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, civil suits, injunctions, vandalism or civil riots. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.
- J. Remedies. All remedies as are otherwise allowed or provided by law are available to the Parties to this Agreement, unless specifically limited as described in specific provisions of this Agreement.
- K. No Joint Venture/No Agency. Nothing in this Agreement shall be construed to create a joint venture between the Parties, or to make the Developer an agent of

the Town. Nothing in this Agreement shall be construed to make the Town an owner or contractor or responsible party with regard to any contracts entered into by Developer.

- L. Warranty, Guaranty and Correction Period. Developer warrants and guarantees for the time period contained in this subsection L that all work performed by or at the direction of Developer shall be in accordance with the Plans & Specifications approved by the Town. If within one year after acceptance by the Town, any work performed by or at the direction of Developer is found to be defective due to faulty workmanship, Developer shall cause the repair, replacement or correction of such defects at no cost to the Town. After such one-year period, this subsection L shall not survive except for those matters which the Town provides Developer written Notice prior to the expiration of such one-year period. Notwithstanding anything contained herein to the contrary, in no event shall Developer warrant, guarantee nor indemnify the Town or any other party for design defects contained within the Plans & Specifications approved by the Town. This Section L shall not prevent the Town from pursuing action against any third party for design defects contained within the Plans & Specifications as a third-party beneficiary of such Plans & Specifications.

**IN WITNESS WHEREOF**, the Town and the Developer have caused this Agreement to be executed under seal themselves or by their respective, duly authorized agents, managers, or officers.

**[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE  
AND ACKNOWLEDGEMENT PAGES FOLLOW]**

**"Developer"**

Garden Street Communities Southeast, LLC

**By:** \_\_\_\_\_  
**Name: William Bryan Adams**  
**Title: Manager**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing Infrastructure Cost Sharing and Reimbursement Agreement instrument was acknowledged before me, the undersigned, by William Bryan Adams, as Manager for Garden Street Communities Southeast, LLC, who is personally known by me, by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

**“Town”**

**Town of Winterville, North Carolina**

**By:** \_\_\_\_\_

**Name: Richard A. Hines**

**Title: Mayor**

**Attest:** \_\_\_\_\_

**Name: Donald Harvey**

**Title: Town Clerk**

State of North Carolina

County of \_\_\_\_\_

I the undersigned, a Notary Public, do hereby certify that Donald Harvey personally came before me this day and acknowledged that he/she is Town Clerk of the Town of Winterville, North Carolina and that by authority duly given and as the act of the Town of Winterville, North Carolina the foregoing Infrastructure Cost Sharing and Reimbursement Agreement was signed in its name by its Mayor, sealed with its corporate seal and attested by her/him as the Town Clerk.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary's Printed Name

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

# Exhibit C



November 10, 2025

Mr. Anthony Bowers  
Town of Winterville

**RE: Quail Trace Subdivision – Lift Station Upgrade Certification**

This Lift Station Upgrade Certification is being provided at the request of the contractor and developer for Quail Trace Subdivision in Winterville, NC, whereas the Town of Winterville has requested the developer to upgrade the proposed sewer design from a 6' Diameter Pump Station Wet Well and 4" Force Main to an 8' Diameter Pump Station Wet Well and 6" Force Main.

The cost breakdown is as follows:

<u>Required for Project</u>	<u>Upsized for Regionalization</u>
4" Force Main - \$74,160	6" Force Main - \$93,524
6' Wet Well - \$208,925	8' Wet Well - \$282,559
Total - \$283,085	Total - \$376,083

Therefore, the total cost for the **Regionalized Upgrade is \$92,998.00.**

If there are any further questions, please contact Stocks Engineering at 252.459.8196.  
Thanks!

Sincerely,  
**Stocks Engineering, P.A.**

A handwritten signature in blue ink, appearing to read "J. Varnell", is written over the printed name.

J. Kevin Varnell





NC GC License #101820

To: Garden Street Communities Southeast, LLC  
Robert Paschal  
Land Acquisition and Development

Date: 9.23.35

Re: Quail Trace Proposal Breakdown (All pricing per Plan Set Dated 4.30.25)

We specifically include the following:

	Qauntity	Unit	Unit Price	Extended Amount
<b>General Conditions/OH</b>				
Mobilization (2%)	1	LS	\$ 95,000.00	\$ 95,000.00
Surveying (Includes Final Plat and Setting Irons)	1	LS	\$ 101,818.00	\$ 101,818.00
OH/Management/Supervision	1	LS	\$ 130,542.25	\$ 130,542.25
			<b>General Conditions/OH Subtotal</b>	<b>\$ 327,360.25</b>
<b>Erosion Control</b>				
Baffles	1550	LF	\$ 9.50	\$ 14,725.00
Concrete Washout	1	LS	\$ 3,500.00	\$ 3,500.00
Construction Entrance	1	LS	\$ 10,250.00	\$ 10,250.00
Diversion Ditch	2075	LF	\$ 7.25	\$ 15,043.75
Inlet Protection	45	EA	\$ 500.00	\$ 22,500.00
Rip Rap ( <b>Rip Rap Check Dams are included in this item</b> ) - Approx. 33 in total	2680	SF	\$ 10.90	\$ 29,212.00
Silt Fence	5405	LF	\$ 8.00	\$ 43,240.00
Silt Fence Outlet	17	EA	\$ 445.00	\$ 7,565.00
Skimmer	2	EA	\$ 3,166.00	\$ 6,332.00
Slope Drain	160	LF	\$ 40.00	\$ 6,400.00
Erosion Control Maintenance	1	LS	\$ 7,500.00	\$ 7,500.00
Permanent Seeding	25	ACR	\$ 500.00	\$ 12,500.00
			<b>Erosion Control Subtotal</b>	<b>\$ 178,767.75</b>
<b>Earthwork</b>				
Topsoil Strip/Stockpile	4525	CY	\$ 3.50	\$ 15,837.50
Cut/Fill (Includes Excavation of SCM - Conversion of Pond is not included)	45000	CY	\$ 4.50	\$ 202,500.00
Landscape Berm ( <b>Berm Locations are per the Construction Drawings</b> )	1500	CY	\$ 7.50	\$ 11,250.00
Fine Grading - House Pads	85	EA	\$ 450.00	\$ 38,250.00
Fine Grading - Road Subgrade (Includes fine grading for C&G)	15481	SY	\$ 4.00	\$ 61,924.00
Fine Grading - Green Space	1	LS	\$ 27,498.50	\$ 27,498.50
Fine Grading - Behind Curb and Gutter (ROW)	148000	SF	\$ 0.38	\$ 56,240.00
			<b>Earthwork Subtotal</b>	<b>\$ 413,500.00</b>
<b>Storm Drain</b>				
15" RCP	40	LF	\$ 75.00	\$ 3,000.00
18" RCP	2008	LF	\$ 88.00	\$ 176,704.00
24" RCP	1059	LF	\$ 121.00	\$ 128,139.00
30" RCP	221	LF	\$ 224.00	\$ 49,504.00
36" RCP	696	LF	\$ 265.00	\$ 184,440.00
48" RCP	200	LF	\$ 415.00	\$ 83,000.00
Flared End Section 15" (Structure 720/721)	2	EA	\$ 1,000.00	\$ 2,000.00
Flared End Section 18" (Structure 711/710/200)	3	EA	\$ 1,750.00	\$ 5,250.00
Flared End Section 24" (Structure 704)	1	EA	\$ 2,690.00	\$ 2,690.00
Flared End Section 30" (Structure 700)	1	EA	\$ 3,000.00	\$ 3,000.00
Flared End Section 48" (Structure 100)	1	EA	\$ 4,000.00	\$ 4,000.00
Catch Basin	35	EA	\$ 6,098.00	\$ 213,430.00
Drop Inlet	10	EA	\$ 4,900.00	\$ 49,000.00
Storm Manhole	1	EA	\$ 4,269.00	\$ 4,269.00
Outlet Barrel	80	LF	\$ 94.00	\$ 7,520.00
Outlet Control Structure	2	EA	\$ 7,231.00	\$ 14,462.00
<b>Storm Drain Testing for Municipality Acceptance is Included (Including Re-testing as necessary for acceptance)</b>	1	EA	\$ -	\$ -
<b>Old Castle Material Credit</b>	1	EA	\$ (31,038.36)	\$ (31,038.36)
			<b>Storm Drain Subtotal</b>	<b>\$ 899,369.64</b>
<b>Utilities - Water</b>				
6" Tap/Saddle/Valve	2	EA	\$ 6,000.00	\$ 12,000.00
Fire Hydrant Assembly	10	EA	\$ 10,250.00	\$ 102,500.00
6" Gate Valve	8	EA	\$ 2,220.00	\$ 17,760.00
Water Line 6" C-900	4174	LF	\$ 44.00	\$ 183,656.00
Water Service	85	EA	\$ 2,025.00	\$ 172,125.00
Jack and Bore for Waterline Tie In	100	LF	\$ 895.00	\$ 89,500.00

(Jack and Bore includes Casing/DIP/Bore Pit and Receiving Pit)	0 LF	\$	-	\$	-
Waterline Testing is Included for Municipality/State Acceptance (Including re-testing if necessary for acceptance)	1 EA	\$	-	\$	-
		<b>Utilities - Water Subtotal</b>		<b>\$</b>	<b>577,541.00</b>
<b>Utilities-Sewer</b>					
Sanitary Sewer Manholes	21 EA	\$	7,361.00	\$	154,581.00
Sewer Main - 8"	3896 LF	\$	105.00	\$	409,080.00
Sewer Services	85 EA	\$	1,850.00	\$	157,250.00
<b>Sewer Testing for Municipality/State Acceptance is Included</b>	1 EA	\$	-	\$	-
		<b>Utilities-Sewer Subtotal</b>		<b>\$</b>	<b>720,911.00</b>
<b>Pump Station - Option A</b>					
Water Service to Pump Station	1 LS	\$	5,250.00	\$	5,250.00
Force Main - 4"	2060 LF	\$	36.00	\$	74,160.00
Pump Station Wet Well and Internals 6' Dia	1 LS	\$	208,925.00	\$	208,925.00
Pump Station Electrical	1 LS	\$	164,781.00	\$	164,781.00
ABC Paving	1240 SY	\$	19.00	\$	23,560.00
Fencing	1 LS	\$	20,000.00	\$	20,000.00
		<b>Pump Station Total</b>		<b>\$</b>	<b>496,676.00</b>
<b>Concrete/Flatwork</b>					
6" Sidewalk	4985 SF	\$	8.00	\$	39,880.00
Handicap Ramps	4 EA	\$	1,750.00	\$	7,000.00
24" Roll Curb	7400 LF	\$	18.25	\$	135,050.00
Monolithic Island (Right in/Right Out Concrete Island)	780 SF	\$	36.00	\$	28,080.00
Mailbox Kiosk	560 SF	\$	12.10	\$	6,776.00
		<b>Concrete/Flatwork Subtotal</b>		<b>\$</b>	<b>216,786.00</b>
<b>Traffic Control and Patching</b>	1 LS	\$	43,060.00	\$	43,060.00
<b>Electrical Conduit</b>	1 LS	\$	20,000.00	\$	20,000.00
		<b>Traffic Control and Patching Subto</b>		<b>\$</b>	<b>63,060.00</b>
<b>ABC Stone/Asphalt Paving</b>					
ABC Stone Base	8375 Ton	\$	49.00	\$	410,375.00
2" S9.5B (Includes Striping and Stop Signs)	15481 SY	\$	18.00	\$	278,658.00
		<b>ABC/Paving Subtotal</b>		<b>\$</b>	<b>689,033.00</b>
		<b>Quail Trace Proposal Total</b>		<b>\$</b>	<b>4,583,004.64</b>
		<b>Grand Total</b>		<b>\$</b>	<b>4,583,004.64</b>

**Exclusions/Clarifications:**

- Compaction and materials testing. Compaction will be to NCDOT standards. GSC will pay for UES to conduct 3rd party testing. ENC will not be responsible for delays in construction activity resulting from UES schedule conflicts provided adequate testing request notice is provided.
- Mailbox CBU's
- Any undercut or soil stabilization outside of native materials.
- Any regionalization upgrades to the pump station- other than those included in the plan set dated 4.30.25
- Any bonds, permits or fees.
- Any underground electrical fees. Conduit road crossing install is included in this proposal for electrical, cable and internet. Conduit to be provided by Town of Winterville - or Others
- Any gas, telecommunications, cable, internet or utilities not otherwise listed above.
- Any street lighting.
- Handling or removal of any hazardous materials.
- Construction of landscape berm is INCLUDED, but landscaping is EXCLUDED. See attached map
- Construction Survey is Included in Proposal. Surveyor is contracted to ENC - not Owner. Construction survey will be certified to GSC
- Reclaimed Water Is Not Applicable to his Project
- Subdrains are not applicable to this project per the construction drawings
- Staking of lots for Final Map of Record will be paid for by ENC Land & Development, LLC and is included in the proposal price. Final survey will be certified to GSC and is inclusive of all reviews, re-staking and approvals from GSC legal and Municipal Authority. Excludes an ALTA Survey.
- Sidewalk scope is inclusive of drawing provided by Garden Street and attached to this proposal.
- Dumpsters and or Site Clean Up are included in our proposal for our scopes of work
- All pricing is based on the Quail Trace Construction Drawings by Stocks Engineering dated 4/30/25 and stamped IFC.
- Private Locates are the responsibility of ENC
- Any fines for Erosion Control, as direct result of ENC's work responsibilities and maintenance of the site, will be paid for by ENC.
- Building Pads to be to be graded and compacted to FFE per the plan set utilizing native materials. GSC is responsible for any pad density testing i.e. DCP's etc. Any undercut and import fill placement for building pads will be paid for by GSC.
- ENC is to insure that there is no standing water on the streets after placement of asphalt.
- Erosion Control Maintenance to include all maintenance until the land disturbance plan is turned over to the home builder. Builder will, in good faith, assume EC maintenance of the site as quickly as practical once the site is stabilized and accepted for plat recordation.
- ENC understands that Option B of the pump station will ultimately be built, and ENC will be compensated for same. In that event ENC has the pump station turnkey to include, scada, electrical, and generator. Including start up and turnover.
- All pipe fittings per the construction drawings needed for proper installation of the utilities are included in this proposal.
- Cleaning of public streets resulting from ENC operations has been included as needed. Final street clean up is included once MFR is recorded.



NC GC License #101820

To: Garden Street Communities Southeast, LLC  
Robert Paschal  
Land Acquisition and Development

Date: 9.23.35

Re: Quail Trace Proposal Breakdown (All pricing per Plan Set Dated 4.30.25)

We specifically include the following:

	Qauntity	Unit	Unit Price	Extended Amount
<b>General Conditions/OH</b>				
Mobilization (2%)	1	LS	\$ 95,000.00	\$ 95,000.00
Surveying (Includes Final Plat and Setting Irons)	1	LS	\$ 101,818.00	\$ 101,818.00
OH/Management/Supervision	1	LS	\$ 130,542.25	\$ 130,542.25
			<b>General Conditions/OH Subtotal</b>	<b>\$ 327,360.25</b>
<b>Erosion Control</b>				
Baffles	1550	LF	\$ 9.50	\$ 14,725.00
Concrete Washout	1	LS	\$ 3,500.00	\$ 3,500.00
Construction Entrance	1	LS	\$ 10,250.00	\$ 10,250.00
Diversion Ditch	2075	LF	\$ 7.25	\$ 15,043.75
Inlet Protection	45	EA	\$ 500.00	\$ 22,500.00
Rip Rap ( <b>Rip Rap Check Dams are included in this item</b> ) - Approx. 33 in total	2680	SF	\$ 10.90	\$ 29,212.00
Silt Fence	5405	LF	\$ 8.00	\$ 43,240.00
Silt Fence Outlet	17	EA	\$ 445.00	\$ 7,565.00
Skimmer	2	EA	\$ 3,166.00	\$ 6,332.00
Slope Drain	160	LF	\$ 40.00	\$ 6,400.00
Erosion Control Maintenance	1	LS	\$ 7,500.00	\$ 7,500.00
Permanent Seeding	25	ACR	\$ 500.00	\$ 12,500.00
			<b>Erosion Control Subtotal</b>	<b>\$ 178,767.75</b>
<b>Earthwork</b>				
Topsoil Strip/Stockpile	4525	CY	\$ 3.50	\$ 15,837.50
Cut/Fill (Includes Excavation of SCM - Conversion of Pond is not included)	45000	CY	\$ 4.50	\$ 202,500.00
Landscape Berm ( <b>Berm Locations are per the Construction Drawings</b> )	1500	CY	\$ 7.50	\$ 11,250.00
Fine Grading - House Pads	85	EA	\$ 450.00	\$ 38,250.00
Fine Grading - Road Subgrade (Includes fine grading for C&G)	15481	SY	\$ 4.00	\$ 61,924.00
Fine Grading - Green Space	1	LS	\$ 27,498.50	\$ 27,498.50
Fine Grading - Behind Curb and Gutter (ROW)	148000	SF	\$ 0.38	\$ 56,240.00
			<b>Earthwork Subtotal</b>	<b>\$ 413,500.00</b>
<b>Storm Drain</b>				
15" RCP	40	LF	\$ 75.00	\$ 3,000.00
18" RCP	2008	LF	\$ 88.00	\$ 176,704.00
24" RCP	1059	LF	\$ 121.00	\$ 128,139.00
30" RCP	221	LF	\$ 224.00	\$ 49,504.00
36" RCP	696	LF	\$ 265.00	\$ 184,440.00
48" RCP	200	LF	\$ 415.00	\$ 83,000.00
Flared End Section 15" (Structure 720/721)	2	EA	\$ 1,000.00	\$ 2,000.00
Flared End Section 18" (Structure 711/710/200)	3	EA	\$ 1,750.00	\$ 5,250.00
Flared End Section 24" (Structure 704)	1	EA	\$ 2,690.00	\$ 2,690.00
Flared End Section 30" (Structure 700)	1	EA	\$ 3,000.00	\$ 3,000.00
Flared End Section 48" (Structure 100)	1	EA	\$ 4,000.00	\$ 4,000.00
Catch Basin	35	EA	\$ 6,098.00	\$ 213,430.00
Drop Inlet	10	EA	\$ 4,900.00	\$ 49,000.00
Storm Manhole	1	EA	\$ 4,269.00	\$ 4,269.00
Outlet Barrel	80	LF	\$ 94.00	\$ 7,520.00
Outlet Control Structure	2	EA	\$ 7,231.00	\$ 14,462.00
<b>Storm Drain Testing for Municipality Acceptance is Included (Including Re-testing as necessary for acceptance)</b>	1	EA	\$ -	\$ -
<b>Old Castle Material Credit</b>	1	EA	\$ (31,038.36)	\$ (31,038.36)
			<b>Storm Drain Subtotal</b>	<b>\$ 899,369.64</b>
<b>Utilities - Water</b>				
6" Tap/Saddle/Valve	2	EA	\$ 6,000.00	\$ 12,000.00
Fire Hydrant Assembly	10	EA	\$ 10,250.00	\$ 102,500.00
6" Gate Valve	8	EA	\$ 2,220.00	\$ 17,760.00
Water Line 6" C-900	4174	LF	\$ 44.00	\$ 183,656.00
Water Service	85	EA	\$ 2,025.00	\$ 172,125.00
Jack and Bore for Waterline Tie In	100	LF	\$ 895.00	\$ 89,500.00

(Jack and Bore includes Casing/DIP/Bore Pit and Receiving Pit)	0 LF	\$	-	\$	-
Waterline Testing is Included for Municipality/State Acceptance (Including re-testing if necessary for acceptance)	1 EA	\$	-	\$	-
		<b>Utilities - Water Subtotal</b>		<b>\$</b>	<b>577,541.00</b>
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		<b>Utilities-Sewer Subtotal</b>		<b>\$</b>	<b>720,911.00</b>
<b>Pump Station - Option B</b>					
Water Service to Pump Station	1 LS	\$	5,250.00	\$	5,250.00
<b>Force Main - 6"</b>	2060 LF	\$	45.40	\$	93,524.00
<b>Pump Station Wet Well and Internals 8' Dia.</b>	1 LS	\$	282,559.00	\$	282,559.00
Pump Station Electrical	1 LS	\$	164,781.00	\$	164,781.00
ABC Paving	1240 SY	\$	19.00	\$	23,560.00
Fencing	1 LS	\$	20,000.00	\$	20,000.00
		<b>Pump Station Subtotal</b>		<b>\$</b>	<b>589,674.00</b>
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		<b>Quail Trace Proposal Total</b>		<b>\$</b>	<b>4,676,002.64</b>
		<b>Grand Total</b>		<b>\$</b>	<b>4,676,002.64</b>

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  - Any bonds, permits or fees.
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  - Any street lighting.
  - Handling or removal of any hazardous materials.
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  - Construction Survey is Included in Proposal. Surveyor is contracted to ENC - not Owner. Construction survey will be certified to GSC
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  - Cleaning of public streets resulting from ENC operations has been included as needed. Final street clean up is included once MFR is recorded.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** December 22, 2025

**Presenter:** Terri L. Parker, Town Manager

**Item to be Considered**

**Subject:** Purchase of Radios for Fire-Rescue-EMS and Police Departments.

**Action Requested:** Approval of Purchase of Radios and Associated Resolution of Reimbursement.

**Attachment:** Proposal from Motorola, and Associated Resolution of Reimbursement.

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 12/15/2025

**ABSTRACT ROUTING:**

☒ TC: 12/15/2025

☒ TM: 12/15/2025

☒ Final: tlp - 12/15/2025

**Supporting Documentation**

The Town of Winterville made the last large-scale purchase of radio equipment in 2012 when the Pitt County communications system switched from VHF frequency band to the Pitt County 700MHz system. Currently the Town, including Fire-Rescue-EMS and Police, are using those same portable and mobile radios. The radios, including APX 6000 portable radios, and APX 6500 mobile radios, are now obsolete and past the service life. In addition, Winterville Police Department is operating on both the Pitt County 700 MHz system on their portable radios and the NC Viper 800 MHz system with their mobile radios. With this, the Fire-Rescue-EMS personnel and Police personnel cannot communicate when the Police Officers are in their cars and this has resulted in a number of safety-related issues in recent months.

Additionally, the radios that are in disrepair may not be able to be repaired as they are outside the service life and production (12/2024). The Fire-Rescue-EMS Department currently has six portable radios that are out of service.

This proposal includes replacing each radio for the Fire-Rescue-EMS Department and the Police Department. This proposal is based on the NC State Term Contract (725G) and includes a 7-year warranty on each piece of equipment. This proposal will include (48) portable radios, (9) mobile radios, and (1) console for the Fire-Rescue-EMS Department, and (33) portable radios, (27) Mobile radios, and (2) control stations for the Police Department. This also includes all programming capabilities and installation of all equipment. This project was not included in the 25-26 Budget Process as we did not have all of the information at that time.

The Resolution of Reimbursement allows the Town to begin making purchases while funding sources are being obtained. This is a standard procedure that is often used to keep projects on schedule. It is also required by the IRS for this type of situation.

The amount being financed is \$1,189,770. The Town is purchasing Two-Way Radio Communication Equipment for the Fire and Police Departments. Due to the contract amount being over \$500,000, the Town will need to obtain approval from the Local Government Commission for the financing of this purchase.

**Budgetary Impact:** Up to \$ 1,189,770.

**Recommendation:** Staff recommends Council approve the Purchase and the Resolution of Reimbursement.

# WINTERVILLE, NORTH CAROLINA

P25 RADIO SUBSCRIBERS

December 9, 2025



The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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# PRICING SUMMARY

APX N70 – PD & APX N70XE - FD

Description	Price
List Total	\$ 1,646,254.24
<b>Department Breakdown</b>	
Police Department	\$ 802,459.74
Fire Department	\$ 843,794.50
NC 725G/Bulk Purchase Discounted Total	\$ 1,237,876.80
Q4 TDMA Promo	(\$ 48,110.00)
<b>Grand Total*</b>	<b>\$ 1,189,766.80</b>

*\*Pricing in accordance with and subject to the terms of NC State Contract 725G. Additional details for this offering has been included below. The above discounts are contingent on purchase prior to **12/17/2025**.*





QUOTE-3193256  
Winterville Fire - Radio Replacement  
with N70 XE

Billing Address:  
WINTERVILLE, TOWN OF  
P O BOX 1459  
WINTERVILLE, NC 28590  
US

Quote Date:12/08/2025  
Expiration Date:12/17/2025  
Quote Created By:  
Amanda Barringer  
amandabarringer@callmc.com

End Customer:  
WINTERVILLE, TOWN OF  
David Moore

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
	APX™ N70	APX N70XE		
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	48	
1a	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	48	
1b	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	48	
1c	H499KC	ENH: SUBMERSIBLE (DELTA T)	48	
1d	QA09001AM	ADD: WIFI CAPABILITY	48	
1e	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	48	
1f	QA09028AA	ADD: VIQI VC RADIO OPERATION	48	
1g	QA02006AG	ADD: APX N70 XE M4.5 RUGGED RADIO	48	
1h	H38DA	ADD: SMARTZONE OPERATION	48	
1i	Q173CA	ADD: SMARTZONE OMNILINK	48	
1j	Q361CD	ADD: P25 9600 BAUD TRUNKING	48	
1k	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	48	
1l	QA00580BA	ADD: TDMA OPERATION	48	
1m	Q629BD	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	48	



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
1n	H869DB	SOFTWARE LICENSE ENH: MULTIKEY	48	
1o	QA09000AG	ADD: DIGITAL TONE SIGNALING	48	
2	PSV03S02465A	APX DMS PROVISIONING PD3*	1	
3	PSV01S02944A	PROVISIONING SUPPORT*	1	
4	LSV01S03060A	APX N70 DMS ESSENTIAL	48	7 YEARS
5	LSV01S03082A	RADIOCENTRAL PROGRAMMING	48	5 YEARS
6	SSV01S01407A	SMARTPROGRAMMING	48	5 YEARS
7	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	48	5 YEARS
8	SSV01S01476A	SMARTLOCATE	48	5 YEARS
9	SSV01S01907A	SMARTMAPPING	48	5 YEARS
10	PSV01S01744A	RADIOCENTRAL TRAINING CUST SITE (12 SEATS)*	1	
11	PMPN4639B	CHARGER, VEHICLE IMPRES 2 12VDC HARDWIRE NA/AU/NZ	5	
12	PMPN4604A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	42	
13	PMPN4591B	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	2	
14	PMMN4172ABLK	XVE500M DIV 1 REMOTE SPEAKER MICROPHONE, BLACK WITHOUT KNOB, UL, GCAI MINI	48	
15	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	48	
16	AN000418A01	ANTENNA, STUBBY,ANTENNA, STUBBY, 762-870 MHZ , 10CM, FERRULE	48	
Product Services				
17	LSV00Q00202A	DEVICE PROGRAMMING	48	
	APX™ 6500 / Enh Series	ENHANCEDAPX6500		
18	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	9	
18a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	9	
18b	G831AD	ADD: SPKR 15W WATER RESISTANT	9	
18c	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	9	
18d	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	9	
18e	GA00580AA	ADD: TDMA OPERATION	9	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	Term
18f	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	9	
18g	G67DT	ADD: REMOTE MOUNT E5 APXM	9	
18h	GA09001AA	ADD: WI-FI CAPABILITY	9	
18i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	9	
18j	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	9	
18k	GA01670AA	ADD: APX E5 CONTROL HEAD	9	
18l	W22BA	ADD: STD PALM MICROPHONE APX	9	
18m	QA09113AB	ADD: BASELINE RELEASE SW	9	
18n	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	9	
18o	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	9	
18p	W484AF	ALT: ANT 3DB GAIN 762-870MHZ	9	
18q	GA01630AA	ADD: SMARTCONNECT	9	
18r	G843AH	ADD: AES ENCRYPTION AND ADP	9	
18s	GA09000AA	ADD: DIGITAL TONE SIGNALING	9	
	Product Services			
19	LSV00Q00202A	DEVICE PROGRAMMING	9	
20	LSV00Q00203A	DEVICE INSTALLATION	9	
	APX™ 6500 / Enh Series	ENHANCEDAPX6500		
21	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	1	
21a	W665BF	ADD: BASE STATION OP APX	1	
21b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1	
21c	G91AF	ADD: CNTRL STATION PWR SUPPLY	1	
21d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	
21e	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	1	
21f	GA00580AA	ADD: TDMA OPERATION	1	
21g	G66BJ	ADD: DASH MOUNT E5 APXM	1	
21h	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	1	
21i	G142AD	ADD: NO SPEAKER APX	1	
21j	GA09000AA	ADD: DIGITAL TONE SIGNALING	1	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	Term
21k	GA09001AA	ADD: WI-FI CAPABILITY	1	
21l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	
21m	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1	
21n	GA01670AA	ADD: APX E5 CONTROL HEAD	1	
21o	QA09113AB	ADD: BASELINE RELEASE SW	1	
21p	GA01630AA	ADD: SMARTCONNECT	1	
21q	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1	
21r	GA01579AB	ADD: BLUETOOTH/WIFI GLASSMOUNT 2.4/5GHZ	1	
21s	GA01576AB	ADD: SMA TO QMA ADAPTER	1	
21t	W484AF	ALT: ANT 3DB GAIN 762-870MHZ	1	
21u	W382AM	ADD: CONTROL STATION DESK GCAI MIC	1	
21v	G843AH	ADD: AES ENCRYPTION AND ADP	1	
21w	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	1	
Product Services				
22	LSV00Q00202A	DEVICE PROGRAMMING	1	
23	LSV00Q00203A	DEVICE INSTALLATION	1	
APX™ Console				
24	L37TSS9PW1CN	ALL BAND CONSOLE	1	
24a	GA09001AC	ADD: WI-FI CAPABILITY CONSOLE	1	
24b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1	
24c	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	1	
24d	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	1	
24e	GA00580AA	ADD: TDMA OPERATION	1	
24f	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1	
24g	CA01598AB	ADD: AC LINE CORD US	1	
24h	G51AT	SOFTWARE LICENSE ENH: SMARTZONE	1	
24i	GA05508AA	DEL: DELETE VHF BAND	1	
24j	GA05509AA	DEL: DELETE UHF BAND	1	
24k	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU	1	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	Term
24l	G843AH	ADD: AES ENCRYPTION AND ADP	1	
24m	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1	
24n	QA09113AB	ADD: BASELINE RELEASE SW	1	
24o	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	1	
24p	GA01630AA	ADD: SMARTCONNECT	1	
24q	W382AM	ADD: CONTROL STATION DESK GCAI MIC	1	
24r	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1	
Product Services				
25	LSV00Q00202A	DEVICE PROGRAMMING	1	
26	LSV00Q00203A	DEVICE INSTALLATION	1	

## Notes:

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_) 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 the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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## APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

### OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

#### DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

#### ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

#### Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

## Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders’ focus and safety.

#### Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.

### Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

### Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

### Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



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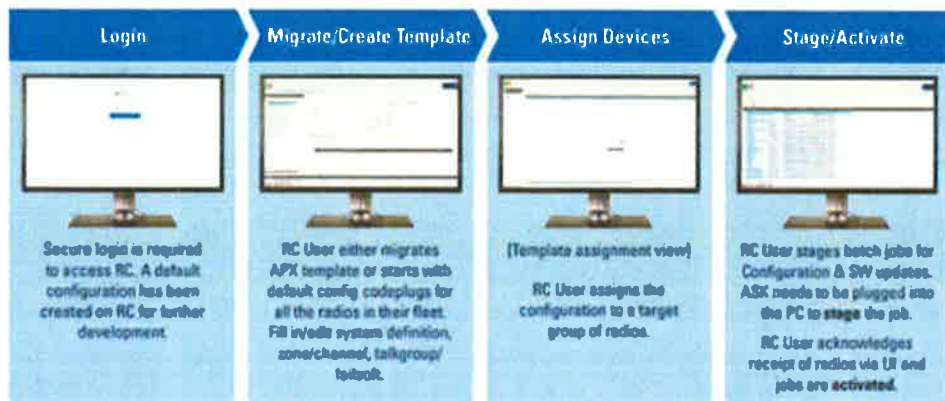


Figure 1: APX N70 Provisioning via Radio Central



## APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

### OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

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.

### 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.

### 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.

### 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.



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- 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.

## 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.

## DEVICETECHNICALSUPPORT

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



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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.

#### **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.

#### **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.

#### **LIMITATIONS AND EXCLUSIONS**

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

## **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.

#### **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. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- 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.

#### **CUSTOMER RESPONSIBILITIES**

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## **MyView Portal Access**

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

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.



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QUOTE-3193256  
Winterville Fire - Radio  
Replacement with N70 XE

#### **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.

#### **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.



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# APX N70

SINGLE-BAND P25 SMART RADIO





# FOCUSED. FORWARD.

Safety and focus on the front line are paramount. Reliable and intuitive communication devices, that are rugged and easy to use, are non negotiable for first responders. Clear communications have proven to be lifesaving in critical moments.

Reliable P25 radios must offer sophisticated features that work within a larger public safety ecosystem while maintaining mission-critical operation. They must deliver actionable intelligence to provide increased situational awareness during an incident.

We've designed our APX N70 smart radio explicitly for this purpose. It provides first responders and other public safety personnel the evolving mission-critical communications and real-time information they need to stay connected and respond safely in any situation.

PROVIDING FIRST  
RESPONDER AND  
OTHER PUBLIC SAFETY  
PERSONNEL THE  
MISSION-CRITICAL  
COMMUNICATIONS AND  
REAL-TIME INFORMATION  
THEY NEED.

# READY FOR THE MISSION. MADE FOR THE ENVIRONMENT.

Design is more than just being tough. It's also about being simple to use in the most challenging situations that require you to stay focused and ready.

APX N70 is a mission-critical radio, designed and built with legendary APX ruggedness for extreme conditions. It's tested to military standards, rated IP68, supports immersion in 2 meters of water for up to 4 hours, and includes multiple sensors for improved collaboration and tracking. It's the radio public safety responders can rely on as their lifeline on the front line today and tomorrow.

APX N70 is rugged and ready for everyday abuse. But should it fail, we will make it right. Rely on us to help get your radios fixed and back in the field where they belong. Our Hardware Repair and Accidental Damage Protection services deliver predictable costs, to give you peace of mind.

APX N70 THRIVES WITH THREE DIFFERENT WAYS TO INTERACT. IN DIFFERENT SITUATIONS, ONE METHOD IS BETTER THAN THE OTHERS – BUT THAT'S FOR YOU TO DECIDE.

## 3 WAYS TO INTERACT

### 1 HARD CONTROLS

Large tactile buttons and controls are set in a familiar layout. Easy to grip and easy to operate, yet protected against accidental activation. Six programmable buttons are placed under the touchscreen allowing users to access their most critical presets

### 2 TOUCH

Snow, rain and dirt friendly 3" tough glass touchscreen recognizes interaction with gloves and rejects false touches from the elements. With a transfective display, APX N70 is set for indoor and outdoor readability. An intuitive user interface with an easy-to-navigate menu, purpose-built for public safety, keeps interactions simple to be informed while staying focused on their tasks.

### 3 VOICE

ViQi Voice Control reduces the time to perform simple radio functions with the touch of a button. It can be used to enable radio operation in low or high noise environments – helping maintain eyes-up awareness. The ViQi button allows for quick access to voice controls – enabling first responders to perform actions such as changing zones, channels, checking battery status, and adjusting volume without breaking focus.





## ADVANCED ACCESSORIES



### AUDIO

Our loudest remote speaker mic, the XVP RSM, features the ViQi button to enable the same ViQi commands as those supported on the radio. Additional wired or Bluetooth® audio accessories are available.



### CARRY

Choose from carry cases and belt clips, all designed for easy yet secure access to the APX N70 radio when wearing it on the waist or vest—so your team can stay hands free and focused on the task ahead.



### ENERGY

If the battery dies, it jeopardizes everything. We offer a selection of IMPRES 2 batteries to provide energy for a full shift and a UL DIV 1 option for safety in HAZLOC environments. A choice of charging solutions enables you to charge one or up to six batteries simultaneously, so your radios are always ready for the next shift.



### ANTENNAS

Motorola Solutions' redesigned antennas are designed for comfort without compromising performance. Short and flexible, these antennas conform to the users' mission-critical environments.





## ADAPTIVE AUDIO THAT IS SECOND TO NONE

Being able to hear and be heard clearly is vital for the safety of the responder and the success of the response. The APX N70 smart radio and XVP remote speaker microphone provide the loudest and most intelligible audio possible, whatever the environment, so crucial messages always get through.

### HIGH DYNAMIC RANGE MICROPHONES (HDR)

You can talk into either side of the radio and RSM with strategically placed HDR microphones, which improve intelligibility with extremely loud and soft inputs, and reduce noise and distortion across the range. Even in stressful situations that may lead to screaming, you will transmit more intelligible speech.

### CUSTOM SPEAKER

The custom speaker delivers not only loud, but clear audio for when chaos ensues — because every syllable counts. And due to more intelligible inputs from HDR microphones, the audio emitting from the speaker is clearer as well.

### ADAPTIVE AUDIO ENGINE

Building upon the latest architecture is our proven APX Adaptive Audio Engine. It dynamically adjusts to give you the best audio in any environment. Sophisticated algorithms filter out unpredictable background noise and wind while working in tandem with the multiple microphones that track your voice from every angle, allowing you to speak into the radio without degrading speech quality.

### AUDIO THAT RESPONDS TO YOUR ENVIRONMENT

Receive Volume Leveling and Noise Sensing Volume Control, keeps your hands off the volume knob and your attention forward. Set the volume once and the APX N70 radio will automatically adjust for loud or soft talkers, and the changing ambient noise loudness in your surroundings — giving you the right volume at the right time.





# CONNECTIVITY MAXIMIZED

In order to be ready for the mission, you must have a radio that can interoperate with a variety of systems, devices, sensors and other personnel while keeping communications organized and secure.

## EVERYWHERE YOU OPERATE

Connect to your system's frequency. Operate on any mode or protocol including Analog, Digital P25, Conventional or Trunked. Interop between 3600 and 9600 baud. Connect seamlessly with accessories, sensors and other devices via Bluetooth 5.0 or Wi-Fi. GNSS/GPS enables location tracking for officer safety and efficient task assignment.

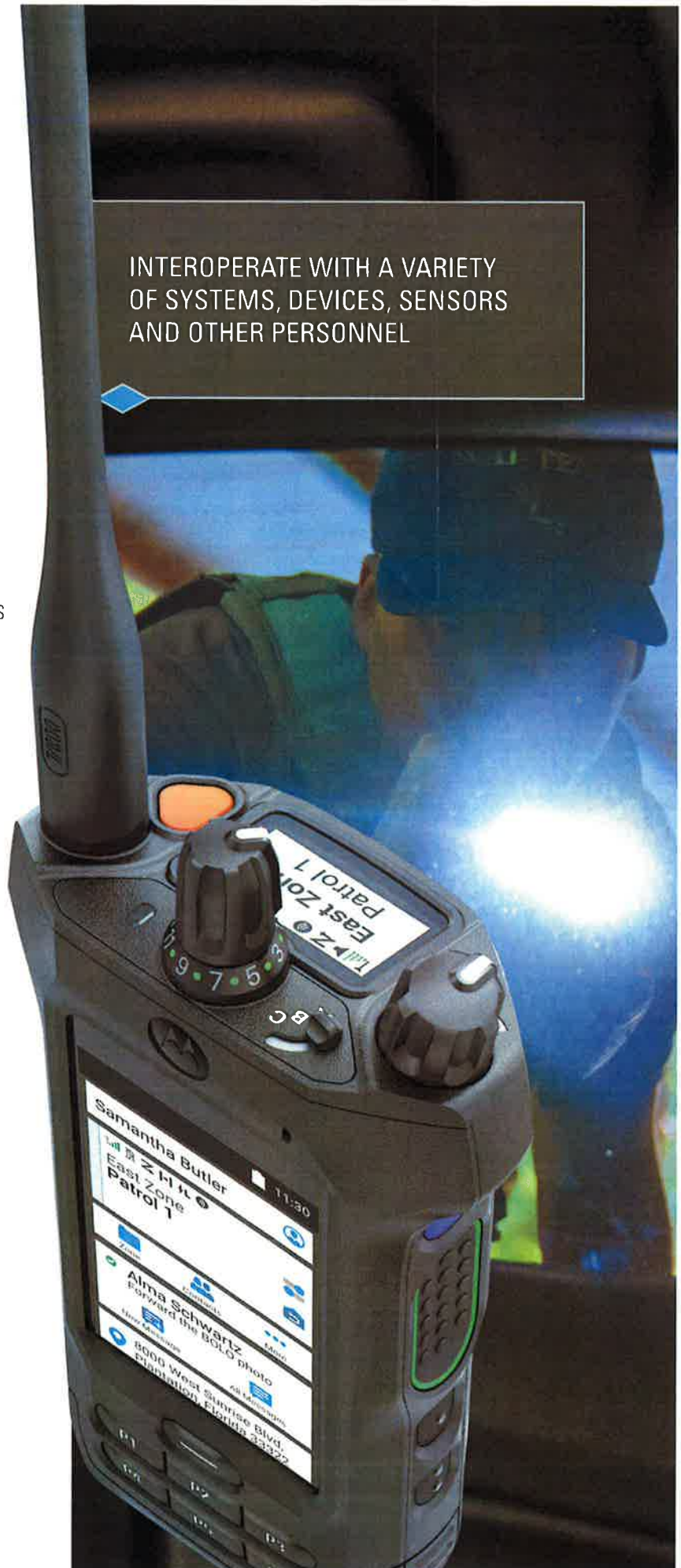
## PROTECT SENSITIVE INFORMATION

Multiple hardware encryption algorithms including 256-bit AES, DES and ADP can be loaded to a MACE hardware encryption module that stores up to 128 keys and meets FIPS 140-3 level 1, level 3 and FIPS 197 standards. Easily, efficiently and securely load and update encryption keys with Touchless Key Provisioning and over-the-air rekeying to protect against eavesdroppers.

## EFFICIENT BATCH PROGRAMMING

Managing a large fleet of radios can be complex, especially when your team requests changes to fielded radios. Leverage RadioCentral or Radio Management to view your entire fleet from a single interface and efficiently push batch programming changes in minutes. Our team of experts is here to guide your transition from CPS to our advanced software programming platforms, whether you use a cable, Wi-Fi or LTE SmartProgramming. We also offer an array of support services to ensure your fleet can be conveniently managed to optimize your communications.

INTEROPERATE WITH A VARIETY  
OF SYSTEMS, DEVICES, SENSORS  
AND OTHER PERSONNEL





## A LIFELINE THAT IS FLEXIBLE AND UPGRADEABLE

The APX N70 application foundation is designed for extensibility, with feedback from you. Fully flexible with an easily upgradeable platform, the radio gives you the features you need today and is expandable for the features you need tomorrow.

Optional LTE unlocks additional sophisticated capabilities for your most valuable resources in the field.

### SMARTCONNECT

When you move beyond the limits of your radio system's coverage, you shouldn't have to leave your lifeline behind. Whether the demands of a call take you in the depths of an urban canyon, or providing mutual aid in the neighboring county, SmartConnect ensures your lifeline is always in reach. Automatic switching between P25 and broadband LTE or Wi-Fi maintains voice communications regardless of radio coverage. SmartConnect P25 packet routing preserves your authentication, status, talkgroups and encryption without interruptions or resets.

### SMARTMESSAGING

Turn your radio into a multimedia toolkit. Securely share texts, images, videos and voice notes across your extended team - either with individuals or groups on other radios or smartphones. Need information about an incident? Send a text. Have a citizen who sent in pictures while reporting an incident? Dispatch can share with others responding to the call for better preparation. SmartMessaging is designed specifically for public safety, built right into the APX N70 home screen for quick, intuitive use, while keeping content securely stored for future reference.

### SMARTLOCATE

Cutting-edge location routing services sends your radio location data over broadband LTE or Wi-Fi for faster updates and increased efficiency, while expanding the number of devices that can be tracked simultaneously. SmartLocate automatically triangulates radio location using nearby cell towers and Wi-Fi access points for greater accuracy when indoors, deep urban canyons, or forested areas.

### VIOI VIRTUAL PARTNER

A secure cloud service allows you to use voice commands to run database queries for quick access to information - delivering fast, secure and eyes-up intelligence. As VIOI grows, the cloud architecture allows for new capabilities to be deployed quickly and easily without updates to radio software.

### SMARTMAPPING

When a call quickly unfolds, keeping track of the big picture can help you stay safe and protect others. Get precise location information on a modern map interface - right on your radio. See your location, find an address, drop waypoints, and stay in touch with the situation. View the location of other units and responders at a glance. Quickly pinpoint colleagues in distress.

### SMARTPROGRAMMING

SmartProgramming coupled with RadioCentral allows initial programming, software, security updates and radio data collection to be sent over LTE. Updates can be sent at anytime, anywhere.





For more information, please visit us on the web at: [www.motorolasolutions.com/APXN70](http://www.motorolasolutions.com/APXN70)



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. [motorolasolutions.com](http://motorolasolutions.com)

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# APX N70

## SINGLE-BAND P25 SMART RADIO

### FOCUSED. FORWARD.

Safety and focus on the front line are paramount. Reliable and intuitive communications devices that are rugged and easy to use, are non negotiable for first responders. Clear communications have proven to be lifesaving in critical moments.

Reliable P25 radios must evolve to offer sophisticated features that work within a larger public safety ecosystem. They must deliver actionable intelligence to provide increased situational awareness during an incident.

We designed our APX N70 explicitly for this purpose. It provides public safety personnel the mission-critical communications and real-time information they need to stay connected and respond safely.

Inherently rugged, it offers an intuitive interface to ensure reliable eyes-up operation. Wherever they're working, responders will hear and be heard with the loudest and clearest audio possible.

The APX N70 works reliably across a variety of frequencies, modes and protocols. Communications are secure with hardware encryption algorithms and can be updated quickly with batch radio programming and management tools. Optional next generation features such as LTE and smart apps enhance in-field intelligence for improved situational awareness so first responders can respond with focus and efficiency.





# FEATURES

## OPERATION MODES

Digital Trunking: 9600 Baud APCO P25 phase 1  
FDMA and phase 2 TDMA  
Digital Conventional: APCO 25  
Analog Conventional: 3600 Baud SmartNet®,  
SmartZone®, Omnilink®  
Analog Trunking: MDC 1200  
ASTRO® 25 Integrated Voice and Data  
SmartConnect Multi-net Connectivity¹

## FREQUENCY BANDS

7/800 MHz  
Up to 3000 Channels  
Up to 200 Zones¹

## ADDITIONAL CONNECTIVITY

Bluetooth (Version 5.0)  
Wi-Fi 802.11 a/b/g/n/ac, 2.4 and 5 GHz Bands  
LTE¹  
NFC (Near-Field Communications)²

## AUDIO FEATURES

3 W Speaker with Adaptive Equalization  
2 Internal HDR Microphone  
Adaptive Dual-sided Operation  
Adaptive Noise Suppression Intensity³  
Adaptive Gain Control  
Adaptive Windproofing⁴  
IMPRES™ Audio Accessory Compatibility  
Noise Sensing Volume Control¹  
Receive Volume Leveling¹

## MANAGEMENT

RadioCentral™  
Radio Management (RM)  
CPS (Customer Programming Software)  
SmartProgramming¹

## LOCATION TRACKING

Built-in GNSS (GPS, Galileo and GLONASS)  
SmartLocate and Indoor Positioning¹  
SmartMapping¹

## SECURITY

256-bit AES¹  
Single-key ADP Encryption  
Software Key  
P25 Authentication¹  
Multikey for up to 128 Keys and Multi-algorithm¹  
Touchless Key Provisioning²  
Over-The-Air Rekeying (OTAR)¹

## HAZLOC

Class I, Division 1, Groups C, D  
Class II, Division 1, Groups E, F, G  
Class III, Hazardous Locations  
Class 1, Division 2, Groups A, B, C, D when used with 3650  
mAh Div 1 Battery

## MESSAGING

Canned Messages  
SmartMessaging¹

## VOICE INTERACTION

Customizable Voice Announcements  
ViDi Voice Control: Radio Actions with Intuitive Commands  
ViDi Virtual Partner Service¹

## ENERGY

Standard 3200 mAh Battery  
Optional High-cap 4400 mAh Battery  
Optional UL Div 1 3650 mAh Battery  
IMPRES 2 Smart Battery Technology

## SENSORS

Ambient Light (Intelligent Lighting)  
Accelerometer x2 (Display Orientation, Man Down)

## OTHER FEATURES

Radio Profiles  
Enhanced Data¹  
Multicast Voting Scan¹  
Man Down/Fail Alert¹  
DVRs PSU¹  
Digital Tone Signaling¹  
APX Personnel Accountability¹  
Instant Recall

## INGRESS PROTECTION

IP6x Dust  
IPx8 submersion (2 m, 4 hr)  
MIL-STD Delta-T, 512 X Procedure 1

## USER INTERFACE

3.0" Mission-critical Touchscreen: 360x600 TFT 24-bit Full  
Color Transflective Display  
Capacitive Touch Technology: Usable with Gloves Up to  
4 mm Thick, Resistant to False Actuation from Fresh or  
Saltwater, Snow, Ice, Dirt or Grease  
High Velocity User Interface: Large Touch Targets, Shallow  
Menu Hierarchy, Home Screen Information at a Glance,  
Integrated Applications  
1.2" Top Display: 200x112 TFT 18-bit Color Transflective  
Screen, 1 Line of Icons, 2 Lines of Text, 14 Characters per  
Line, 2 mm Toughened Glass Lens  
PTT Button: 1.26 x 0.55 in (32 x 14 mm)  
16-position Channel Selector  
Angled Power/Volume Knob  
Orange Emergency Button  
3 Programmable Side Buttons (1-dot, 2-dot, purple)  
Concentric 2-position Switch  
ABC Zone Switch  
ViDi Button (3-dot)  
Display On/Off/Home Button  
6 Programmable Buttons Under Display

## DIMENSIONS

### Radio with Standard Battery, no Antenna

Height: 5.4 in (136 mm)  
Width: 2.4 in (60.1 mm)  
Depth: 1.6 in (41.5 mm)  
Weight: 17.4 oz (493 g)

Footnotes

¹ Optional Feature

² Hardware-ready

³ Included with use of OTAR combined with RadioCentral  
Feature list subject to change without notice





# PERFORMANCE

## TRANSMITTER

	Note	700 MHz	800 MHz
Frequency Range / Bandsplits	-	762-776, 792-806 MHz	806-825, 851-870 MHz
Channel Spacing	-	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz
Maximum Frequency Separation	-	Full Bandsplit	Full Bandsplit
Rated RF Output Power (Adjustable)	1	1-2.5 W	1-3 W
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	1	±1.0 ppm	±1.0 ppm
Modulation Limiting (12.5 / 20 / 25 kHz Channel)	1	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz
Emissions (Conducted and Radiated)	1	-75 dBc	-75 dBc
Audio Response	1	+1, -3 dB	+1, -3 dB
FM Hum and Noise (12.5 / 25 kHz Channel)	-	-47 / -52 dB	-47 / -52 dB
Audio Distortion (12.5 / 25 kHz Channel)	1	1.00%	1.00%

## RECEIVER

	Note	700 MHz	800 MHz
Frequency Range / Bandsplits	-	762-776, 799-806 MHz	851-870 MHz
Channel Spacing	-	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz
Maximum Frequency Separation	-	Full Bandsplit	Full Bandsplit
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	1	1 W / 3 W	1 W / 3 W
Analog Sensitivity (12 dB SINAD)	2	0.25 µV	0.25 µV
Digital Sensitivity (1% BER)	3	0.375 µV	0.375 µV
Digital Sensitivity (5% BER)	3	0.24 µV	0.24 µV
Selectivity (12.5 / 25 kHz Channel)	1	-61.3 / -75.2 dB	-61.3 / -75.2 dB
Intermodulation Rejection	-	80/78 dB	80 dB
Spurious Rejection	-	76.6 dB	76.6 dB
FM Hum and Noise (12.5 / 25 kHz Channel)	-	-47 / -53 dB	-47 / -53 dB
Audio Distortion	-	1.00%	1.00%

## IMPRES™ 2 BATTERIES

	Footnote	Part No	Capacity	Availability
Standard	-	PMNN4816	3200mAh	Included
HAZLOC	4	PMNN4818	3650mAh	Optional
High Capacity	-	PMNN4817	4400mAh	Optional

## ENCRYPTION

Supported Encryption Algorithms	ADP, AES-256, DES, DES-XL, DES-OFB, DVP-XL, Localized Algorithm
Encryption Algorithm Capacity	8
Encryption Keys per Radio	1024 Keys, Programmable for 64 Common Key References (CKR) , upgradable to 128 CKRs, or 16 Physical Identifiers (PID)
Encryption Keying	Local Key Loader and Over-the-Air Rekeying (OTAR)
Synchronization	XL - Counter Addressing OFB - Output Feedback
Vector Generator	NIST-Approved Random Number Generator
Encryption Type	Digital and SecureNet, TLS1.2, SRTP
Key Storage	Tamper-protected Volatile or Non-volatile Memory
Key Erasure	Keyboard Command and Tamper Detection
Standards	FIPS 140-3 Level 1 and Level 3, FIPS 197
Device Certificates	x.509v3 ECC-P384, x.509v3 RSA-2048
Cipher Suites FIPS 140-2 Level 1	ECDHE_ECDSA_WITH_AES256_GCM_SHA384 TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384 TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA TLS_RSA_WITH_AES_256_GCM_SHA384 SRTP_AEAD_AES_256_GCM1

## LOCATION TRACKING

	Footnote	
Constellations	-	GPS, GLONASS and Galileo
Tracking Sensitivity	-	-159 dBm
Accuracy	5	<5m (95%)
Cold Start	5	<60 Seconds (95%)
Hot Start	5	<5 Seconds (95%)
Mode	-	Autonomous (Assisted Only)

## WIRELESS

LTE	Footnote	
Bands Supported	-	2, 4, 12, 13, 14
Bands (Hardware Ready)	-	17
Device Category	-	4
Certifications	6	FirstNet®, Verizon®, Bell Mobility
WiFi		
Standards Supported	-	802.11a/ b/g/n/ac
Frequency Range	-	2400-2472, 5180-5825 MHz
Security	-	Supports WPA-2, WPA, WEP
Capacity	-	Up to 20 SSIDs
Bluetooth		
Version	-	5.0
Frequency Range	-	2402 - 2480 MHz
Security	-	128-bit AES-CCM Encryption

## AUDIO

	Standard	Upgrade
Audio Output Power at Rated	1 W	3 W
Audio Output Power at Max	3 W	5 W
Audio Response (EIA)	+1, -3 dB	+1, -3 dB
Speech Loudness at 12 in (300 mm)	102 phon	105 Phon
Audio Features	Adaptive Dual-sided Operation Adaptive Equalization Adaptive Gain Control IMPRES Audio	Adaptive Noise Suppression Intensity Adaptive Windporting Noise Sensing Volume Control Receiving Volume Leveling



# ENVIRONMENTAL AND REGULATORY

## MIL-STD 810

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G/H	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1, C3	503.3	I/A1, C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Submersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.3	IV	516.4	IV	516.5	IV	516.6	IV

## ENVIRONMENTAL

	Footnote	
Operating Temperature	7	-30 to +60 °C (-22 to +140 °F)
Storage Temperature	7	-40 to +85 °C (-40 to +185 °F)
Humidity	-	Per MIL-STD 810
ESD	-	IEC 801 - 2 kV
Dust Resistance	-	IP6X
Water Resistance (Submersion)	-	IPX8 (2 meters, 4 hours) MIL-STD Delta-T, 512.X Procedure 1

## REGULATORY

FCC ID	AZ489F17147
IC ID	109U-89FT7147
LMR	8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E
Bluetooth	1M18G1D, 1M1F1D, 2M1F1D
WiFi	12M9G1D, 16M7D1D, 17M9D1D, 36M2D1D, 17M5D1D, 18M4D1D, 36M8D1D, 76M1D1D
LTE	Band 2 (1850.7 - 1910 MHz), Modulation: *G7D, *D7W Band 4 (1710.7 - 1755 MHz), Modulation: *G7D, *D7W Band 12 (699.7 - 716 MHz), Modulation: *G7D, *D7W Band 13 (777-787 MHz), Modulation: *G7D, D7W Band 14 (788 - 798 MHz), Modulation: *G7D, *D7W
Single-band Model Number	H35UCT9PW8AN

1. Measured in the analog mode per TIA / EIA 603 under nominal conditions. Selectivity reflects newer 2-tone test method as defined in revision D TIA603-D issued in 2010
2. Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.
3. Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.
4. Listed by UL to the standards ANSI/TIA 4950-A and CAN/CSA C22.2 NO. 157-92 Classification Rating: Class I, Division 1, Groups C, D; Class II, Division 1, Group E, F, G; Class III, Hazardous (Classified) Locations, ANSI/ISA 12.12.01-2015 and CAN/CSA C22.2 No. 213-15; Class I, Division 2, Groups A, B, C, D; T3C
5. Measured conductively with >6 satellites visible at a nominal -130 dBm signal strength. Specs provided are 95th percentile values.
6. SIM cards for the listed carriers can be pre-installed at Motorola Solutions factory or supplied by the end user via Bring Your Own SIM (BYOS) for certified carriers.
7. LMR only. Front display, LTE, Wi-Fi, Bluetooth and GPS not available when radio internal temperature is below -20 °C (-4 °F). Batteries should be charged at 0 to +45 °C (+32 to +113 °F) and stored at +20 to +25 °C (+68 to +77 °F). Reference [motorolasolutions.com/batterycafe](http://motorolasolutions.com/batterycafe)

All specifications are subject to change without notice.



For more information on APX N70, please visit: [motorolasolutions.com/APXN70](https://motorolasolutions.com/APXN70)



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QUOTE-2648526  
Police - Radio Replacement

Billing Address:  
WINTERVILLE, TOWN OF  
P O BOX 1459  
WINTERVILLE, NC 28590  
US

Quote Date:12/08/2025  
Expiration Date:12/17/2025  
Quote Created By:  
Amanda Barringer  
amandabarringer@callmc.com  
  
End Customer:  
WINTERVILLE, TOWN OF  
Scott Raby  
  
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
	APX™ N70	APX N70		
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	33	
1a	QA08824AA	ALT: 3.0" HOLSTER	33	
1b	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	33	
1c	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	33	
1d	QA09001AM	ADD: WIFI CAPABILITY	33	
1e	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	33	
1f	QA09028AA	ADD: VIQI VC RADIO OPERATION	33	
1g	Q629BD	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	33	
1h	H869DB	SOFTWARE LICENSE ENH: MULTIKEY	33	
1i	H38DA	ADD: SMARTZONE OPERATION	33	
1j	Q173CA	ADD: SMARTZONE OMNILINK	33	
1k	Q361CD	ADD: P25 9600 BAUD TRUNKING	33	
1l	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	33	
1m	QA00580BA	ADD: TDMA OPERATION	33	



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.  
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Line #	Item Number	Description	Qty	Term
1n	QA08817AA	ALT: BATT IMPRES LIION IP68 4400T	33	
2	PSV03S02465A	APX DMS PROVISIONING PD3*	1	
3	PSV01S02944A	PROVISIONING SUPPORT*	1	
4	LSV01S03060A	APX N70 DMS ESSENTIAL	33	7 YEARS
5	LSV01S03082A	RADIOCENTRAL PROGRAMMING	33	5 YEARS
6	SSV01S01407A	SMARTPROGRAMMING	33	5 YEARS
7	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	33	5 YEARS
8	SSV01S01476A	SMARTLOCATE	33	5 YEARS
9	SSV01S01907A	SMARTMAPPING	33	5 YEARS
10	PMPN4604A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	33	
11	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	33	
12	PMPN4653A	CHGR DESKTOP DUAL UNIT EXT PS NA	33	
13	PMPN4591B	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	1	
14	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	33	
15	PMMN4158C	WM800 WIRELESS RSM WITH BATTERY	33	
16	PMNN4846A	BATTERY PACK,BATT LIION UL DIV2 IP68 2150T	33	
Product Services				
17	LSV00Q00202A	DEVICE PROGRAMMING	33	
	APX™ 6500 / Enh Series	ENHANCEDAPX6500		
18	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	27	
18a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	27	
18b	G831AD	ADD: SPKR 15W WATER RESISTANT	27	
18c	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	27	
18d	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	27	
18e	GA00580AA	ADD: TDMA OPERATION	27	
18f	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	27	
18g	G67DT	ADD: REMOTE MOUNT E5 APXM	27	
18h	GA09001AA	ADD: WI-FI CAPABILITY	27	



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Line #	Item Number	Description	Qty	Term
18i	G843AH	ADD: AES ENCRYPTION AND ADP	27	
18j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	27	
18k	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	27	
18l	GA01670AA	ADD: APX E5 CONTROL HEAD	27	
18m	W22BA	ADD: STD PALM MICROPHONE APX	27	
18n	QA09113AB	ADD: BASELINE RELEASE SW	27	
18o	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	27	
18p	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	27	
18q	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	27	
	Product Services			
19	LSV00Q00202A	DEVICE PROGRAMMING	27	
20	LSV00Q00203A	DEVICE INSTALLATION	27	
	APX™ 6500 / Enh Series	ENHANCEDAPX6500		
21	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	2	
21a	W665BF	ADD: BASE STATION OP APX	2	
21b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	2	
21c	G91AF	ADD: CNTRL STATION PWR SUPPLY	2	
21d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	2	
21e	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	2	
21f	GA00580AA	ADD: TDMA OPERATION	2	
21g	G66BJ	ADD: DASH MOUNT E5 APXM	2	
21h	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	2	
21i	G142AD	ADD: NO SPEAKER APX	2	
21j	GA09001AA	ADD: WI-FI CAPABILITY	2	
21k	G843AH	ADD: AES ENCRYPTION AND ADP	2	
21l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	
21m	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	2	
21n	GA01670AA	ADD: APX E5 CONTROL HEAD	2	
21o	QA09113AB	ADD: BASELINE RELEASE SW	2	



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Line #	Item Number	Description	Qty	Term
21p	GA01630AA	ADD: SMARTCONNECT	2	
21q	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	2	
21r	GA01579AB	ADD: BLUETOOTH/WIFI GLASSMOUNT 2.4/5GHZ	2	
21s	GA01576AB	ADD: SMA TO QMA ADAPTER	2	
21t	W484AF	ALT: ANT 3DB GAIN 762-870MHZ	2	
21u	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	2	
21v	W382AM	ADD: CONTROL STATION DESK CGAI MIC	2	
	Product Services			
22	LSV00Q00202A	DEVICE PROGRAMMING	2	
23	LSV00Q00203A	DEVICE INSTALLATION	2	
	KVL 5000			
24	T8476B	KVL 5000	1	
24a	CA00182AW	ADD: AES ENCRYPTION SOFTWARE	1	
24b	CA03358AA	ADD: ASTRO 25 MODE	1	
24c	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V	1	
24d	CA00243AJ	ADD: ADP PRIVACY	1	
24e	HA00673AA	ADD: 5YR ESSENTIAL	1	
25	HKN6182B	KEYLOADING CABLE CGAI ADAPTOR	1	
26	PMKN4013C	RADIO TEST AND ALIGNMENT CABLE	1	
27	WPLN6904A	PORTABLE KEYLOAD CABLE	1	
28	DQUUSBOTG	STARTECH.COM 5IN MICRO USB TO USB OTG HOST ADAPTER M/F - USB ADAPTER	1	
29	TKN8531C	CABLE, KEYLOAD	1	
	CommandCentral Aware			
30	PSV00S04081A	INTEGRATION: APXNEXT TO COMMANDCENTRAL AWARE	1	
31	PSV00S04182A	CC AWARE 8 HOURS VIRTUAL TRAINING	1	
32	SSV00S04248A	SOFTWARE, AWARE LOCATION DEVICES	75	5 YEAR
33	SSV00S04179A	AWARE STANDARD	1	5 YEAR

**Pricing Metric :**  
Price is indicative of the following -  
of Video Devices - 0  
of Location Devices - 75



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of Learner LxP Subscriptions - 0

**Notes:**

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_) 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 the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





## APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

### OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with "pick-up-and-go" functionality, optimizing ease-of-use and focused communications in almost all environments.

#### DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

### ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



#### Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

## Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software ("CPS"), Radio Management ("RM"), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

#### Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.

### Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

### Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

### Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APX N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APX N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



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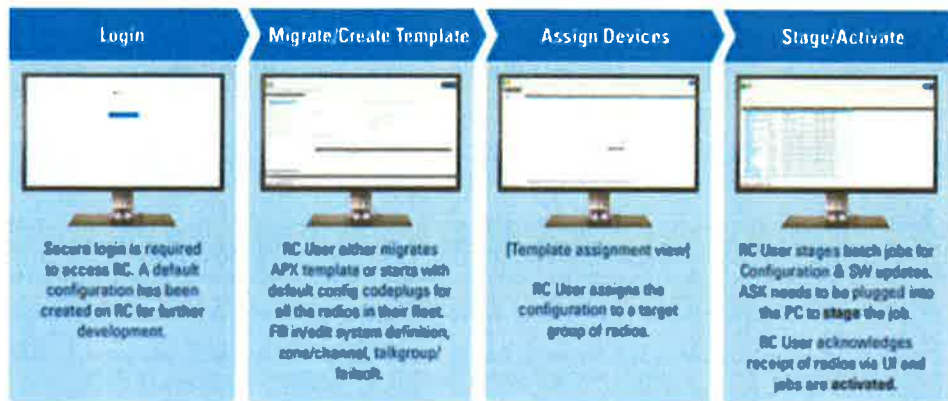


Figure 1: APX N70 Provisioning via Radio Central



## APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

### OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

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.

### 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.

### 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.

### 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.



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- 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.

#### **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.

#### **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



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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.

#### **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.

#### **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.

#### **LIMITATIONS AND EXCLUSIONS**

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

## **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.

#### **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. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- 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.

#### **CUSTOMER RESPONSIBILITIES**

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## **MyView Portal Access**

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

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.



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**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.

**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.



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## CommandCentral Aware Standard Offer Solution Description

### Overview

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Standard offering of CommandCentral Aware provides a map-based and list view of locations from broadband compatible radios, LPR hot hits, camera locations and panic alerts from Rave Mobile Safety. The offer includes device location and details from V300 and V700 body-worn cameras, 4RE and M500 in-car video systems, CAPE-equipped drones, license plate recognition (LPR) camera locations sourced from Vigilant VehicleManager, cameras registered in CommandCentral Community, compatible APX radios and smartphone applications. Devices can also send status information, such as from a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert.

The Standard offer allows you to consolidate and view a variety of your Motorola video management systems and video streaming platforms and connect to camera feeds in your community to bring more real-time video feeds into your command center. CommandCentral Aware helps intelligence analysts in the command center gain valuable visibility to the field, quickly identify emergency situations and provide remote supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

### Solution Elements

CommandCentral Aware consists of a series of core functional modules and integrated systems that power the solution. The CommandCentral Aware Standard offer includes the following:

#### Modules:





- Esri-based unified map
- Configurable event monitor
- Workflow automation rules engine
- Integrated video module

**Integrations:**

- Radio Location, Detail and Status
  - APX Next, XN, XE and N70 Radios
  - MOTOTRBO Portable and Mobile Radios
  - Broadband Vehicle Modems
- Smartphone App Location, Detail and Status
  - WAVE Broadband Push-to-Talk
  - CommandCentral Responder
- Body-Worn, In-Car and Drone Camera Location and Detail
  - V300 and V700 Body-Worn Cameras
  - 4RE and M500 In-Car Camera System
  - CAPE-Equipped Drones
- LPR Camera Location, Detail and Hot Hit Alerts
  - Vigilant VehicleManager
- Community and Business Registered Cameras on the Map
  - CommandCentral Community
  - Rave Facility
- Panic Button and Tip Location and Details\*
  - CommandCentral Community
  - Rave Panic Button
- Fixed Video Location, Detail and Livestreaming
  - Motorola Video Management Systems
  - Real Time Streaming Video (RTSP)
  - Edge Appliance

\* Integration functionality dependent on third-party partner

\*\*Other third-party apps available depending on region







Cloud anchor server hardware and required software is also available, if not already present, to establish a connection between on-premises systems and the Motorola cloud hosting environment.

### **Modules included with the CommandCentral Aware Standard Offer**

The CommandCentral Aware Standard offer includes the following modules.

#### **Unified Map**

CommandCentral Aware offers a unified mapping interface, powered by Esri, to display resources, event locations and alerts overlaid on detailed base maps and customer specific GIS layers. Users can view all location-based data on the map display. The CommandCentral Aware map includes the following:

- Custom Map Layers – Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Map Layers Panel – Show or hide event data and map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a time lapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or Esri ArcGIS Pro.
- Traffic and Weather – Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans – Enhance your map view with the addition of indoor floor plans using ArcGIS Indoor Floor plan layers.
- Collaborative Drawing Tools – Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- Zones of Interest – Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts – Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management – From CommandCentral Admin, affiliate various resources such as radios and body worn cameras into units that can be named and intelligently tracked based on data from all affiliated resources.

#### **Event Monitor**





CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

### **Rules Engine**

The CommandCentral Aware rules engine allows users to create highly configurable rule sets to trigger actions based on the occurrence of events matching the rule criteria. For example, rows in the Event Monitor can be highlighted and audible alerts for critical events can be triggered. These visual or auditory triggers reduce the number of steps needed to support an incident. Rules are used to trigger scenarios. For example, if a panic button alert is received, Aware will pin and highlight the event in the Event Viewer, zoom and pan to the location on the map and play nearby cameras in the Video module.

### **Integrations**

The CommandCentral Aware Standard offer the following integrations:

#### **Radio Location, Detail and Status**

##### **APX Next, XN, XE and N70 Radios**

The CommandCentral Aware Standard offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.





## **Broadband Application Location, Detail and Status**

### **WAVE PTX Broadband Push-to-Talk**

The CommandCentral Aware Standard offer comes with the ability to integrate with WAVE and Kodiak Broadband Push-to-Talk smartphone applications. With this integration, these smartphone applications can send device location, details and status information to CommandCentral Aware.

### **CommandCentral Responder**

The CommandCentral Aware Standard offer comes with the ability to integrate with the CommandCentral Responder smartphone application. With this integration, CommandCentral Responder can send device location, details and status information to CommandCentral Aware.

## **Body-Worn, In-Car and Drone Camera**

### **4RE and M500 In-Car Video Systems**

The CommandCentral Aware Standard offer comes with the ability to integrate with M500 and 4RE in-car camera systems. With this integration, users can view real-time location, system details and livestreams from systems in the field that are actively recording. Your agency can provision up to 500 in-car camera systems in CommandCentral Aware, and administrators can add, edit or remove systems as needed. When in-car cameras are active in the field and the in-vehicle modem is on, the CommandCentral Aware user can view the system's location on the map, see it listed in the event monitor and open up a video livestream upon recording being initiated in the field. CommandCentral Aware users can control the livestream to see front, cabin, rear, panoramic and side (depending on camera model) views of events both in and outside of the patrol car. CommandCentral Aware users can access up to ten simultaneous in-car camera livestreams.

### **V300 Body-Worn Cameras**





The CommandCentral Aware Standard offer comes with the ability to integrate with V300 body-worn cameras. This integration brings V300 location, device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor. When the body-worn camera is on and within WiFi range of a vehicle or other agency authorized hotspot, the location of the V300 will be displayed on the CommandCentral Aware map. When the V300 is recording, you can view the video livestream remotely from CommandCentral Aware.

**V700 Body-Worn Cameras**

The CommandCentral Aware Standard offer comes with the ability to integrate with LTE-enabled V700 body-worn cameras. This integration brings V700 location device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor without needing to be within range of WiFi.

**CAPE-Equipped Drones**

The CommandCentral Aware Standard offer comes with the ability to integrate with CAPE-equipped drones. This integration brings in any active drone's location, device details and the livestream from a CAPE-equipped drone into CommandCentral Aware on the map and in the event monitor.

**License Plate Recognition (LPR) Camera Location, Detail and Hot Hit Alerts****Vigilant VehicleManager**

The CommandCentral Aware Standard offer comes with the ability to integrate with Vigilant VehicleManager. The locations of LPR cameras integrated with Vigilant VehicleManager can be viewed on the map in CommandCentral Aware as a data layer that can be toggled on or off. In addition to LPR camera locations, hits that match a hot list display on the map at the location of the camera that generated the scan. Hits also display in the event monitor and can trigger an alert.





Additionally, with the Vigilant VehicleManager, CommandCentral Aware users have the ability to initiate a search for historical license plate data directly from within CommandCentral Aware. By simply highlighting a license plate and right clicking, an option will be presented to run a search. This will open up a new window displaying the results directly within Vigilant VehicleManager. From there, users can conduct additional searches or analysis on the vehicle of interest.

### **Community and Business Registered Cameras on the Registry Map**

#### **CommandCentral Community**

The CommandCentral Aware Standard offer comes with the ability to display information and location of cameras registered in CommandCentral Community included in a map layer in CommandCentral Aware.

#### **Rave Facility**

The CommandCentral Aware Standard offer comes with the ability to support business cameras registered in Rave Facility via a data layer in CommandCentral Aware.

### **Panic Button, Tip Location and Details**

#### **CommandCentral Community**

The CommandCentral Aware Standard offer comes with the ability to display tip submission details from CommandCentral Community. Users can access critical details submitted by the user including incident type and multimedia attachments via a data layer in CommandCentral Aware.

#### **Rave Mobile Safety Panic Button\***

The CommandCentral Aware Standard offer comes with the ability to integrate with Rave Mobile Safety Panic Button. When a panic alert is initiated, an alert will be mapped in CommandCentral Aware and





populated into the event monitor. Users can access critical details submitted by the user including activator's profile, incident type and multimedia attachments.

\*Other third-party apps available depending on region

### **Fixed Video Location, Detail and Livestreaming**

The CommandCentral Aware Standard offer allows public safety agencies to expand their footprint of cameras by utilizing integrations with video management systems (VMS), real time streaming protocol (RTSP) connection and the Edge appliance.

### **Motorola Solutions Video Management Systems (Alta, Unity)**

The CommandCentral Aware Standard offer provides the ability to integrate with Motorola video management systems and video streaming platforms. Camera feeds from connected video management system(s) can be streamed in the CommandCentral Aware web video viewer.

- View up to 16 feeds at once from across systems.
- Playback recorded videos where available.
- Group cameras from across systems and open all livestreams available in a specific location.
- Ingest video analytic alerts from compatible VMS as events. View camera locations and simultaneously open cameras nearby to an event. Apply user permissions by camera groups to control who can view video streams, review historical footage, clip, snapshot and export.
- For Pan-Tilt-Zoom (PTZ)-enabled cameras, you can remotely control the PTZ. Access to PTZ features is only available for the surveillance systems and cameras that are configured and that support recorded content and PTZ.
- Share video clips and snapshots via embedded email sharing from within CommandCentral Aware.
- Video storage is provided by the integrated video management systems (VMS).

### **Real Time Streaming Protocol (RTSP) Video Connection**

Stream publicly accessible IP cameras with supported media formats including WebRTC, HLS, RTSP, RTMP. This connection allows your agency to configure a secure connection to livestream third-







party owned, public IP cameras. Direct connection enables livestreaming only; no video storage is provided by CommandCentral Aware.

### **Edge Appliance Video Connection**

Connect up to 30 IP security cameras on a network for immediate access to camera data including live video, device information and location. Cameras that support ONVIF Profile S allow for automated discovery and provisioning for livestreaming in CommandCentral Aware. IP cameras that support WebRTC, HLS, RTSP, RTMP media formats on the network can be manually discovered and provisioned for livestreaming.

### **Protected Places Package**

Protected Places is a program for community businesses, organizations or individuals to register their security cameras with the local law enforcement agency. Once registered, the camera's video footage can feed directly to CommandCentral Aware, providing vital information that can benefit the community with improved efficiency and faster response times.

The program includes a Motorola-hosted website that is customized and personalized for each agency. On this easy-to-use portal, customers can learn about the program, purchase devices via e-commerce and register their locations and agree to terms for camera sharing with public safety.

- This portal can be linked on the agency website or it can be a standalone site, and it serves as:
  - Avigilon IP based cameras
  - The L6Q License Plate Recognition camera
- A marketing website for your agency to communicate with the community on the Protected Places program and how to get involved.
  - Avigilon IP based cameras
  - The L6Q License Plate Recognition camera
- A resource for users (businesses, organizations or residents) to learn about and purchase the Edge appliance (a device + subscription offer with an annual evergreen recurring sub), which connects security cameras to CommandCentral Aware.
  - Avigilon IP based cameras
  - The L6Q License Plate Recognition camera





- A resource for the community to explore Motorola's wider camera portfolio, including the ability to talk to an expert. Available cameras include:
  - Avigilon IP based cameras
  - The L6Q License Plate Recognition camera

To register for the program, users are sent to a customized page for your agency. The registration process is short and straightforward, with clear explanations of the process.

Users can provide facility information for each of their locations that is shared with their public safety agency based on the address zip code:

- Name
  - Camera name
  - Camera placement (indoor/outdoor)
  - Camera address
- Address
  - Camera name
  - Camera placement (indoor/outdoor)
  - Camera address
- Contact information (name, email address, phone number)
  - Camera name
  - Camera placement (indoor/outdoor)
  - Camera address
- Registered cameras
  - Camera name
  - Camera placement (indoor/outdoor)
  - Camera address
- Edge Appliance video streaming service
  - Device name
    - Camera name
    - Camera address
  - Device address
    - Camera name
    - Camera address
  - Cameras detected for streaming
    - Camera name





- Camera address

From the registration webpage, customers can access your agency's privacy policies, MOUs and FAQs. They can also access your portal to explore Motorola cameras and create a lead to talk to an expert.

### **Cloud Security and Compliance**

#### **Proactive Security Design**

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

#### **Compliance with Industry Best Practices**

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

#### **Cybersecurity Champions Imbedded in Product and Service Teams**

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

#### **FedRAMP Certified Cloud**



The CommandCentral Aware Standard offer is available to be hosted on GovCloud meeting high impact status determined by the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB). U.S. government customers can safely deploy CommandCentral Aware backed by FedRAMP's highest impact level of security. Some of the Aware Standard modules described above are not currently available with the FedRAMP deployment option.

### **Canada CCCS, Canada and Australia and New Zealand (ANZ) Clouds**

The CommandCentral Aware Standard offer is available to be hosted on Motorola's CCCS (Canadian Centre for Cybersecurity) cloud environment as well as the Azure Canada and Azure ANZ clouds. Some of the Aware Standard modules described above are not currently available with the CCCS, Canada and ANZ clouds.

### **Capacity and Latency**

CommandCentral Aware instances have the following capacity parameters:

- 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 32,000 total fixed cameras supported per CommandCentral Aware instance.

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 CommandCentral Aware from the source application (CAD, AVL, ALPR).

Although CommandCentral Aware strives to provide near real-time performance, Motorola provides no guarantees as to the speed with which an event (or video stream) appears in the application once the event is triggered.

Motorola will work with the Customer IT personnel to verify that connectivity meets requirements. The Customer will provide the network components.

### **Network Bandwidth Specifications**



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.



Network: Customer provided internet access and remote access capability

Minimum bandwidth: 1.1 Mbps between Cloud Anchor Server and CommandCentral Aware cloud platform

### **Networking Requirements**

The following chart displays the requirements for accessing external network resources from within your Aware deployment. The final set of requirements will vary depending on the modules being deployed.





Box	Source IP	Protocol	Destination port
CloudConnect	<CloudConnect IP> <a href="http://idm.imw.motorola-solutions.com">idm.imw.motorola-solutions.com</a>	TCP	443
	<CloudConnect IP> <a href="http://aware-api.usgov.commandcentral.com">aware-api.usgov.commandcentral.com</a>	TCP	443
	<CloudConnect IP> <a href="http://admin-api.usgov.commandcentral.com">admin-api.usgov.commandcentral.com</a>	TCP	443
	<CloudConnect IP> <a href="http://aware-publisher-us.gov.commandcentral.com">aware-publisher-us.gov.commandcentral.com</a>	TCP	443
	<CloudConnect IP> <a href="http://registry.commandcentral.com">registry.commandcentral.com</a>	TCP	443
	<CloudConnect IP> <a href="http://s3-us-west-2-rw.amazonaws.com">s3-us-west-2-rw.amazonaws.com</a>	TCP	443
	<CloudConnect IP> <a href="http://platformy-registry.s3.us-west-2.amazonaws.com">platformy-registry.s3.us-west-2.amazonaws.com</a>	TCP	443
	<CloudConnect IP> <a href="http://oneinterfaceblobstore.blob.core.usgovcloudapi.net">oneinterfaceblobstore.blob.core.usgovcloudapi.net</a>	TCP	443
	<CloudConnect IP> <a href="http://ccinterfaces-cbroker-prod.usgov.commandcentral.com">ccinterfaces-cbroker-prod.usgov.commandcentral.com</a>	TCP	443
	<CloudConnect IP> <a href="http://ccinterfaces-sasgen-prod.usgov.commandcentral.com">ccinterfaces-sasgen-prod.usgov.commandcentral.com</a>	TCP	443







	<CloudConnect IP>	<a href="https://services.usgov.commandcentral.com">services.usgov.commandcentral.com</a>	TCP	443
	<CloudConnect IP>	<a href="https://qrwbubhpaovhjsbu.servicebus.usgovcloudapi.net">qrwbubhpaovhjsbu.servicebus.usgovcloudapi.net</a>	TCP	443
	<CloudConnect IP>	<a href="https://qrwbubhpaovhjsbu.servicebus.usgovcloudapi.net">qrwbubhpaovhjsbu.servicebus.usgovcloudapi.net</a>	TCP	5671
	<CloudConnect IP>	<a href="https://loc-srv-ingest-production.servicebus.usgovcloudapi.net">loc-srv-ingest-production.servicebus.usgovcloudapi.net</a>	TCP	443
	<CloudConnect IP>	<a href="https://loc-srv-ingest-2-production.servicebus.usgovcloudapi.net">loc-srv-ingest-2-production.servicebus.usgovcloudapi.net</a>	TCP	443
One-time cloudconnect provisioning	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	8080
	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	22
VMS Proxy	<VMS Proxy IP>	<CloudConnect IP>	TCP	22
	<VMS Proxy IP>	<CloudConnect IP>	TCP	8080
	<VMS Proxy IP>	<Genetec VMS IP>	TCP	5500
	<CloudConnect IP>	<VMS Proxy IP>	TCP	40080
IMW	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65001





(assuming 5.2.3 and above)	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65002
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65003
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65005
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65006
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65008
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	9031
Aware clients	<Aware client IP(s)>	<VMS Proxy IP>	TCP	40080
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	554
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	560
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5004





	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5500
	<Aware client IP(s)>	<a href="http://admin.commandcenter.motorola.com">admin.commandcenter.motorola.com</a>	TCP	443
	<Aware client IP(s)>	<a href="http://aware.commandcenter.motorola.com">aware.commandcenter.motorola.com</a>	TCP	443
	<Aware client IP(s)>	<a href="http://idm.imw.motorolasolutions.com">idm.imw.motorolasolutions.com</a>	TCP	443

### Customer Provided Hardware

Motorola recommends the following hardware specifications for customers providing their own hardware or Virtual Machine hosting. The Cloud Anchor server available through Motorola Solutions is typically an HP DL20 or similar grade server sized for up to 4 simultaneous VMs.

### Cloud Anchor Server Specifications

Host Server CPU	Intel Xeon 3.4 GHz or greater
Host Server RAM	64GB DDR or greater
Host Server OS	VMWare ESXi 8.X
Host Server Hard Drive	1TB or greater (SSD or SAS)
Data Interface Virtual Machine	8GB RAM, 2 virtual CPUs, 20GB disk storage
Video Interface	16GB RAM, 2 virtual CPUs, 64GB disk storage





Virtual Machine	
Operating System	Windows 2022 and above installed
Network Interface Card	1GB NIC Port
IP Address	Two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Virtual Machines
Network Port	One network port for each VMS server One network port for each VMS analytics appliance

### CommandCentral Aware Workstations PCs

Workstation PCs deployed to run CommandCentral Aware often display Aware modules over three separate monitors and require appropriate PC resources to display a variety of real-time data and videos across multiple displays, including the ability to stream up to 16 concurrent video feeds. Motorola does not sell PCs as part of the Aware deployment. Below are recommendations for customer provided PCs.

Processor	High-end Business or Server Grade Intel CPU  Reference: Intel Core i7 13700K 5.40 GHz (16 Cores) Intel Xeon 3.0 GHz (12 cores) or greater
RAM Memory	32 GB DDR or greater
Hard Drive	512GB SSD or greater
Operating System	Windows 10 Professional or greater
Network Card	1 GB port





Graphics Card	NVIDIA T1000 8 GB or greater (support for 3 or 4 monitors)
Display	Narrow Bezel IPS Display, 2560x1440
Monitor	27" monitor or larger
Web Browser	Google Chrome (latest version available)





## CommandCentral Aware Statement of Work

### Overview

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, Inc. (Motorola) system as presented in this offer to 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 will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations. Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Solution Description and system integration and or subscription services as described in this SOW and contract agreements.

### Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence, Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

### Completion and Acceptance Criteria







Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five business days of completion or receipt of a deliverable. As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

## **Project Roles and Responsibilities**

### **Motorola Roles and Responsibilities**

A Motorola team, made up of specialized personnel, will be assigned 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, webconference or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola has developed and refined its project management approach 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, our practices support the design, production and validation 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 the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Manage collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

#### **Solutions Architect**

1. The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

#### **Customer Success Advocate**

A Customer Success Advocate will be assigned to the Customer post Go Live event. As the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- 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.
- Liaise with the Customer on industry trends and Motorola evolutions.

#### **Customer Support Services Team**





The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

### **Customer Core Team, Roles and Responsibilities Overview**

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the Customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core 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 Customer Core Team must be committed to participate in activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

### **Project Manager**

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team, including timely facilitation of efforts, tasks and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.





- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- 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.
- Provide Motorola personnel building access (and issue temporary identification 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.
- Ensure remote network connectivity and access to Motorola resources.
- 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.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

**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).



**Application Administrator(s)**

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff and they will remain engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

**Subject Matter Experts**

The Subject Matter Experts (SMEs or Super Users) are the core group of users involved with the Business Process Review (BPR) and the analysis, training and provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows and screen layouts.

**IT Personnel**

IT personnel provide required information related to LAN, WAN and wireless networks. They will provide required information about the devices and infrastructure related to servers, clients, radio, video and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external and third party systems to which the Motorola system will interface.

**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 Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

### **General Customer Responsibilities**

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- 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, radios, cameras, sensors and the like.
- Configuration, maintenance, testing and supporting the third-party systems that the Customer operates and will be interfaced as part of this project.
- Providing the Applications Programming Interface (API) or Software Development Kit (SDK) software licenses and documentation that details the integration process and connectivity for the level of custom third-party interface integration defined by Motorola.
- Communication and coordination between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

### **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 ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help 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 the Customer Project Manager 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**

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third-party engagement/considerations (as applicable).
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal (LXP) training approach.
- Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
- Review the Implementation Packet.
- Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.

**Customer Responsibilities**

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.





- Collaborate with the Motorola Project Manager and set the Project Kickoff meeting date.

### **CommandCentral Enablement**

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

### **Agency and User Setup**

The Customer's agency(ies) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin application. The provisioning process allows the agency(ies) to define the specific capabilities and permissions of each user.

### **Motorola Responsibilities**

- Use the CommandCentral Admin application to establish the Customer and the Customer's agency(ies) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

### **Customer Responsibilities**

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin application to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

### **Completion Criteria**

Initial agencies and users have been configured.

### **Project Kickoff**





The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

**Motorola Responsibilities**

- Conduct a project kickoff meeting.
- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
- Verify that Customer Administrator(s) (as defined during Pre-Implementation Review) have access to the LXP and CommandCentral Admin application.
- Obtain from Customer all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access.
- If third-party interfaces are selected, request API, SDKs, data schema and any internal and third-party documents to establish interfaces with local and remote systems.

**Customer Responsibilities**

- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.
- Validate that 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.





- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirements) needed for Motorola resources to obtain access to each of the sites identified for this project.
- 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.
- Validate access to the LXP and CommandCentral Admin application.
- Provide the information required in the Implementation Packet.

### **Contract Design Review (CDR)**

#### **Contract Design Review**

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach, validation plan and contractual obligations of each party. Any changes to the contracted scope can be initiated via the change provision of the Agreement.

#### **Motorola Responsibilities**

- Review the contract exhibits: Solution Description, Statement of Work and Project Schedule.
- Review the technical, environmental and network requirements of the system.
- If Motorola is providing hardware, request shipping address and receiver name.
- Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.
- Review the information in the complete Implementation Packet.
- Grant Customer Administrator access to CommandCentral Admin application.
- Grant Customer LXP Administrator access to the LXP.
- Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

#### **Customer Responsibilities**





- Project Manager and key Customer project team attend the meeting.
- Provide network environment information as requested.
- If Motorola is providing hardware, request shipping address and receiver name.
- Provide locations and access to the existing equipment that will be part of the CommandCentral system per contract.

**Completion Criteria**

Delivery of CDR Summary report.

**Environmental Design Considerations**

The following environmental requirements must be met by Customer no later than the completion of the CDR in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics.
- Provide backup power, as necessary.
- Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Provide for any electrical or infrastructure improvements required at the Customer's facility.
- Provide backhaul equipment, installation and support costs.
- Provide devices such as workstations, tablets and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is required for optimal performance. CommandCentral Aware workstations must support MS Windows 10 Enterprise or greater. Customer will provide Antivirus software for the CommandCentral Aware client.
- Existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.





- If interfaces are being included in this offer, the Customer is responsible for all necessary third-party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support or pricing to support Customer third-party upgrades.
- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third-party systems, to include CommandCentral interfaces that result from the customer upgrading a third-party system. Motorola strongly recommends you work with our team to understand the impact of such upgrades prior to taking any upgrade action.
- Provide all environmental conditions as outlined in the Aware Solution Description, such as power and network requirements.

### **Hardware/Software Installation and Configuration**

#### **Motorola Responsibilities**

- Procure contracted equipment in accordance with the equipment list.
- Arrange for shipping to the Customer's location.
- Notify Customer of equipment shipping specifics and ETA for arrival.

#### **Customer Responsibilities**

- Receive and store Motorola provided hardware.

#### **Completion Criteria**

Equipment order is completed and ready to be shipped to Customer.

### **CloudConnect Installation and Configuration**

#### **Motorola Responsibilities**

- Verify remote access capability.







- If Motorola is providing hardware, perform physical installation of the Cloud Anchor Server on existing equipment rack, connect to power and network, and assign IP addresses for the network.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

**Customer Responsibilities**

- If Customer is providing hardware, install Cloud Anchor Server in Customer's existing equipment rack and conduct a power on test demonstrating its availability to Motorola to commence with software installation and configuration activities.
- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

**Completion Criteria**

CloudConnect Virtual Machine configuration is complete.

**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.

**Interface Installation and Configuration**

Installation and configuration of interfaces will be completed in accordance with the System Description. Connectivity will be established between the Motorola system and the external and/or third party systems to which the contracted software will interface. Motorola will configure the system to support each





contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and validating of the interfaces.

**Motorola Responsibilities**

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the Solutions Description.
- Demonstrate the interface usability in accordance with the Project Validation Plan.

**Customer Responsibilities**

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel who are proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between CommandCentral Solution and the third-party systems for interface installation and configuration. Act as liaison between Motorola and third-party vendors or systems as required to establish connectivity with CommandCentral Solution.

**Completion Criteria**

Interface and integration tasks are considered complete upon demonstration of the functionality.

Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Solution to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola is provided with information and access to systems, Motorola will be able to mitigate these difficulties. If Motorola mitigation requires additional third-party integration, application upgrades, API upgrades and/or additional software licenses, those costs will need to be addressed through the change provision of the contract.

**CommandCentral Solution Geospatial Mapping Configuration**

**Motorola Responsibilities**

- Installation and configuration of the connection to the Customer-provided mapping system (ArcGIS Online, ESRI ArcGIS Server or ArcGIS Portal).
- Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

**Customer Responsibilities**

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map services.
- Publish specific maps beneficial to the Customer analysts.

**Public Private Partnership - Protected Places**

Public Private Partnership - Protected Places is a program for community businesses, organizations or individuals to register their security cameras with **{{Customer name}}**. In the case of an emergency, access to relevant video footage can provide your first responders with vital information that increases response times and improves efficiency.

The program includes a website portal branded to your agency that allows the community to learn about the program, purchase video streaming appliances via e-commerce and register their locations and agree to terms for camera sharing with public safety.

**Motorola Responsibilities:**

- Assign an overall coordination PM.
  - Design Workshop kickoff meeting
  - Post kickoff, send a copy/image updating guideline
  - Help coordinate domain registration
- Schedule a deployment kickoff meeting.





- Design Workshop kickoff meeting
- Post kickoff, send a copy/image updating guideline
- Help coordinate domain registration
- Set the date for a Workshop with the agency to set up portal to agency's specifications:
  - Design Workshop kickoff meeting
  - Post kickoff, send a copy/image updating guideline
  - Help coordinate domain registration
- Configure and deliver initial agency Protected Places branded registration experience.
- Provide initial training for system administrators.

**Customer Responsibilities:**

- The customer is required to provide project management and executive support to coordinate the deployment of the Protected Places program, including:
  - Community marketing to create a customer branded registration experience.
  - Customer must supply the following information to complete the registration page for their agency:
    - Images for the website
    - Copy for the website
- Identify a primary deployment contact and key stakeholders to sign off on design and deployment.
  - Community marketing to create a customer branded registration experience.
  - Customer must supply the following information to complete the registration page for their agency:
    - Images for the website
    - Copy for the website
- Provide the staff and focus to market to the community about the program (Motorola will not market to the community on behalf of the agency).
  - Community marketing to create a customer branded registration experience.
  - Customer must supply the following information to complete the registration page for their agency:
    - Images for the website
    - Copy for the website
- Provide branding/styling/color guidelines for the agency portal. These tasks must be completed within six weeks of the Protected Places kickoff meeting. Any tasks not completed by that time will be considered a change request and charged accordingly.
  - Registration page logo





- Registration page title
- Registration page description
- Community marketing to create a customer branded registration experience.
- Customer must supply the following information to complete the registration page for their agency:
  - Images for the website
  - Copy for the website
- Provide a list of zip codes for the agency jurisdiction so customers in the location(s) can register cameras and enable live streaming.
- Create a Memorandum of Understanding (MOU) establishing the terms under which the community businesses will allow the agency to use and access the live streaming from the registered cameras. MOU agreement will be facilitated with the business as part of the registration of a streaming solution, requiring they agree to the terms to complete the video streaming integration.
- Train administrators and employees with training materials provided by Motorola.]
- Ensure compliance with all applicable laws and regulations pertaining to the personal data received from video streaming.

### **CommandCentral Solution Provisioning**

Motorola will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

### **Motorola Responsibilities**

- Using the CommandCentral Admin application, provision users and groups based on Customer Active Directory data.

### **Customer Responsibilities**

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- 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.

**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**

- Update functional demonstration script.
- Provide script to Customer for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features (i.e., map display, location updates, video display and/or interface and integrations).
- Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
- Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

**Customer Responsibilities**

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.

**Completion Criteria**

Conclusion of the functional demonstration.







### **CommandCentral Training**

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led. Training delivery methods vary depending on course content and offer.

### **Learning eXperience Portal (LXP Online Training)**

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. This training modality allows the Customer to engage in training when convenient. All training, unless explicitly specified and defined, is online, computer-based, self-paced learning.

### **Motorola Responsibilities**

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Provide technical support for user account and access issues, base system functionality and Motorola-managed content.

### **Customer Responsibilities**

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002) and LXP Group Administrator Overview (LXP0003).





- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola to engage Technical Support when needed.

### **Instructor-Led Training Motorola Responsibilities**

#### **Motorola Responsibilities**

- Deliver training materials in electronic format.
- Deliver Remote Training.
- Provide Customer with training attendance rosters and summarize any pertinent observations.

#### **Customer Responsibilities**

- Supply classroom, one login per attendee and one workstation per attendee.
- Designate a single point of contact who will work with Motorola to ensure the training environment is ready for training delivery.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

### **Completion Milestone**

Following the conclusion of the delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

### **Transition to Support and Customer Success**

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

#### **Motorola Responsibilities**





- Transition Customer to Motorola Customer Support.
- Supply Customer with instructions when engaging support.

**Customer Responsibilities**

- Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
- Engage the Motorola support organization as needed.



**Resolution**  
**Town of Winterville, North Carolina**  
**Declaration of Official Intent to Reimburse**

**BE IT HEREBY RESOLVED** that the Town of Winterville, NC does hereby adopt the following declaration (the "Declaration") of official intent to reimburse.

This declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulation Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The Undersigned is authorized to declare the official intent of the Town of Winterville, North Carolina (the "Issuer") with respect to the matters contained herein.

1. **Expenditures to be Incurred.** The Issuer has incurring expenditures (the "expenditures") for the purchase of new Fire and Police Two-Way Radio Communication Equipment.
2. **Plan of Finance.** The Insurer intends to finance the cost of the project with the proceeds of debt to be issued by the Issuer (the "Borrowing") the interest on which is to be excluded from gross income for federal income tax purposes.
3. **Maximum Principle Amount of Debt to be Issued.** The maximum principle amount of the borrowing to be incurred by the Issuer to finance the equipment is \$1,189,770.
4. **Declaration of Official Intent to Reimburse.** The issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by its prior to the issuance of the Borrowing.

Adopted this the 22<sup>nd</sup> day of December 2025

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** December 22, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Rivers and Associates, Settlement Agreement Mutual Release of Claims.

**Action Requested:** Approve the Release.

**Attachment:** Release agreement.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 10/30/2025

**ABSTRACT ROUTING:**

☒ TC: 12/15/2025

☒ TM: 12/15/2025

☒ Final: tlp - 12/15/2025

**Supporting Documentation**

The Town requested relocation of the Church Street wet well and valve vault from the original designed location. Rivers redesigned the location of the structures, including the addition of a new manhole to intercept flow from the existing 12-inch gravity sewer influent main and re-direct it to the new wet well location. Pursuant to the Town's direction, the invert of the manhole was to be established to accommodate flow reversal from the existing manhole located on the existing pump station site back to the new intercept manhole. The intent was to provide a manhole to accommodate a deeper future invert, while allowing continued temporary flow through it and the existing gravity sewer main to the existing pump station site prior to commissioning the new pump station. The Contractor attempted to install the manhole; he realized the fabricated manhole base would not accommodate the flow-through requirement, and indicated a new base would need to be cast. The Contractor requested compensation for casting an alternate manhole base, as well as equipment rental for delays due to the re-casting, delivery, and installation of the correct manhole. While the contractor did not provide required shop drawings for approval which would have caught the problem, the engineer has agreed to cover the cost of the alternate manhole base in an effort to keep the project on schedule. Rivers has agreed to cover the additional cost for the manhole replacement in the amount of \$10,898 and requested a release be signed in return.

Staff recommends accepting the payment in return for the release covering the manhole changes.

**Budgetary Impact:** Increase budget in the amount of \$10,898.

**Recommendation:** Approve the release of claim for the manhole.

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

The undersigned parties, the Town of Winterville (“the Town”) and Rivers and Associates, Inc. (“Rivers”), enter into the following Settlement Agreement and Mutual Release of Claims related to a construction project known as Winterville – 2020 Pump Station Rehabilitation Project. The project includes rehabilitation/replacement of four (4) aged sewer pump stations in the Town of Winterville. Chapman Street Pump Station improvements include construction of a new 1,450 GPM submersible sewage pump station, installation of new electrical equipment, relocation of the existing emergency generator, 35 LF of 8-inch DIP force main, 97 LF of 12-inch gravity sewer and 4,500 LF of 12-inch RJPVC/PVC force main. Robinson Heights Pump Station improvements include replacement of the electrical gear and addition of an automatic transfer switch. Winterville Crossing Pump Station will be abandoned and flow diverted via 860 LF of new 10” and 15” PVC gravity sewer. The Church Street Pump Station improvements include construction of a new 1,520 GPM submersible sewage pump station, electrical modifications, and 3,000 LF of 12-inch RJPVC/PVC force main. The project will also include approximately 770 LF of 6- to 8-inch water main to create a loop between Winterville Crossing and Worthington Road in Winterville, North Carolina. The Town is the client for the project and Rivers is the engineer of record for the sewer improvements project.

In particular, the Town requested relocation of the Church Street wet well and valve vault from the original designed location. Rivers redesigned the location of the structures, including the addition of a new manhole to intercept flow from the existing 12-inch gravity sewer influent main and re-direct it to the new wet well location. Pursuant to the Town’s direction, the invert of the



manhole was to be established to accommodate flow reversal from the existing manhole located on the existing pump station site back to the new intercept manhole. The intent was to provide a manhole to accommodate a deeper future invert, while allowing continued temporary flow through it and the existing gravity sewer main to the existing pump station site prior to commissioning the new pump station.

Unintentional miscommunication led to the final design drawing not properly reflecting the flow-through provision. The Contractor fabricated the manhole based upon the final design drawing without providing the proper shop drawing submittal for the Engineer's advance review. The Contractor provided a stack sheet following manhole delivery which was not reviewed prior to installation of the manhole. As the Contractor attempted to install the manhole, he realized the fabricated manhole base would not accommodate the flow-through requirement, and indicated a new base would need to be cast. The Contractor requested compensation for casting an alternate manhole base, as well as equipment rental for delays due to the re-casting, delivery and installation of the correct manhole.

In order to keep the project moving forward and to avoid further delay and costs related to correction, Rivers requested the contractor to submit a change order proposal. Following approval of the change order, Rivers agreed to reimburse the Town for the associated cost of the change order work.

In so doing, Rivers and the Town have entered this agreement as a goodwill solution by both parties, that it is without admission of liability by either party and that it will apply only to

this particular aspect of the project, without waiver of either party's position with respect to any other claims by either party related to the project.

The Town of Winterville hereby represents through its undersigned finance officer that this instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, and the parties' duly authorized representatives have entered into this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF WINTERVILLE

BY: \_\_\_\_\_

Richard E. Hines, Mayor

RIVERS AND ASSOCIATES, INC.

BY:  \_\_\_\_\_

Gregory J. Churchill, P.E., President

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

Finance Officer:

BY: \_\_\_\_\_