



WINTERVILLE

A slice of the good life!

MAYOR AND TOWN COUNCIL

DOUG JACKSON, MAYOR

RONALD COOPER, SR.

TONY MOORE

JOHNNY MOYE

VERONICA ROBERSON

MARK SMITH

ADMINISTRATION

TERRI L. PARKER, TOWN MANAGER

BEN WILLIAMS, ASSISTANT TOWN MANAGER

JASMAN J. SMITH, TOWN CLERK

KEEN LASSITER, TOWN ATTORNEY

ALAN LILLEY, PLANNING DIRECTOR

ANTHONY BOWERS, FINANCE DIRECTOR

DAVID MOORE, FIRE CHIEF

EVAN JOHNSTON, PARKS & RECREATION DIRECTOR

TRAVIS WELBORN, PUBLIC WORKS DIRECTOR

RYAN WILLHITE, POLICE CHIEF

MIKE WELDIN, BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER

ROBERT SUTTON, ELECTRIC DIRECTOR

June 13, 2016



TOWN COUNCIL AGENDA

June 13, 2016 at 7:00 P.M.

WINTERVILLE TOWN HALL ASSEMBLY ROOM

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. WELCOME
- V. APPROVAL OF AGENDA
- VI. RECOGNITION
- VII. PRESENTATIONS

- 1. 2015-2016 Youth Council Annual Update
- 2. Recognition of "Lifeline EMS Gold Team Award"

VIII. PUBLIC HEARINGS

- 1. Public Hearing on the 2016-2017 Recommended Budget

IX. 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. Valerie Tyson – Community IMPAC

X. 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 May 9, 2016 Regular Meeting Minutes
- 2. Approval of Audit Contract
- 3. Adoption of Budget Amendment 15-16-07

XI. OLD BUSINESS

XII. NEW BUSINESS

- 1. Approval of Volunteer Board Appointments
 - a) Recreation Advisory Board
- 2. Approval of Passenger Loading Zone on Railroad Street
- 3. Adoption of the 2016-2017 Budget

XIII. OTHER AGENDA ITEMS

XIV. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS

XV. REPORTS FROM TOWN ATTORNEY, TOWN MANAGER, AND DEPARTMENT HEADS:

Update on Capital Projects Currently Underway:	Water Interconnect on Worthington Road Regional Sewer Pump Station Project Nobel Canal Drainage Basin Study Railroad Street Sidewalk Project Parks and Recreation Master Plan Water Tank Rehabilitation Project Minimum Housing/Code Enforcement Urgent Repair Program Farmer's Market Concept
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XVI. REPORTS FROM THE MAYOR AND TOWN COUNCIL

XVII. ANNOUNCEMENTS

XVIII. CLOSED SESSION: Pursuant to 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. **(McLawhorn Property)**

XIX. ADJOURN



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: June 13, 2016

Presenter: Jasman Smith, Town Clerk; Nicole Gomez- Bush, President; & Historian Chair Jayla Wooten

Item to be Considered

Subject: 2015-2016 Youth Council Annual Update

Action Requested: Receive Presentation

Attachments: Presentation to be provided at meeting

Prepared By: Jasman Smith, Town Clerk

Date: 5/24/2016

ABSTRACT ROUTING:

TC 6/6/2016 jjs

FD

TM 6/6/2016

Final 6/6/2016

Supporting Documentation

The Winterville Youth Council is a volunteer organization through which the youth of the community may benefit both themselves and their community; provide equal opportunity for each young person to assume responsibility with the adults of the community; to serve as a means for young people to practice democracy in order to better prepare themselves for later responsibilities as citizens; to serve as a line of communication between the youth of Winterville and adults of our community; and to initiate programs and projects that are of benefit to the youth in the Winterville.

Jasman Smith, Town Clerk/Youth Council Administrator, Nicole Gomez- Bush (current President & past Marketing Director), and Jayla Wooten (current Historian Chair & past President); will provide an annual update on the 2015-2016 Winterville Youth Council.

Budgetary Impact: N/A

Recommendation: Receive Presentation



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: June 13, 2016

Presenter: David Moore, Fire Chief

Item to be Considered

Subject: Recognition of "Lifeline EMS Gold Team Award"

Action Requested: Receive Presentation

Attachments: N/A

Prepared By: David Moore, Fire Chief

Date: 6/2/2016

ABSTRACT ROUTING:

TC 6/6/2016 jjs

FD _____

TM 6/6/2016

Final 6/6/2016

Supporting Documentation

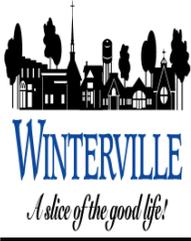
Dr. Robert Portela and/or Dr. Brian Kitch would like to recognize and thank the Town of Winterville on the collaboration and successes of the Fire-Rescue-EMS Department and the role the department plays in the overall Pitt County EMS System. The system has been awarded the ***"Mission: Lifeline EMS Gold Team Award."***

This award is based upon data that represents the patient care provided during 2015. The American Heart Association recognizes the vital importance EMS providers provide to the overall success of cardiac patients. The Pitt County EMS System understands the need for rapid identification of STEMI cardiac events and early notification of awaiting hospital staff. This system includes education in STEMI identification, provides access to 12-lead EKG's, and operates with protocols that are derived from American Heart Association guidelines.

This is an example of excellent service provided by the department to the citizens and visitors to the Town of Winterville.

Budgetary Impact: N/A

Recommendation: Staff recommends that the Town Council receive the report from the Pitt County Medical Director and recognize Fire-Rescue-EMS staff.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: June 13, 2016

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Public Hearing on the FY 2016-2017 Recommended Annual Budget

Action Requested: Council Direction if Applicable

Attachments: Any information will be handed out at the Meeting

Prepared By: Terri L. Parker, Town Manager

Date: 6/8/2016

ABSTRACT ROUTING:

TC jjs 6-8-2016

FD

TM tlp – 6/8/2016

Final tlp – 6/8/2016

Supporting Documentation

The Town will hold its required Public Hearing on the FY 2016-2017 Recommended Annual Budget.

Budgetary Impact: TBD.

Recommendation: Council Direction if applicable.



TOWN OF WINTERVILLE
PUBLIC COMMENT APPLICATION

Name of Applicant: Valerie Iyem

Date: 6/3/2016

Address: _____

Phone: 919.539.3246

Town Council Meeting Date Requesting to Provide Comment: 6/13/2016

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

Community IMPAC

Name(s) of Speaker(s):

(1) Valerie Iyem

(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.

Valerie Iyem
Signature



Winterville Town Council
May 09, 2016 Regular Meeting Minutes

The Winterville Town Council met in a regular meeting on the above date at 7:00 PM in the Town Hall Assembly Room, with Mayor Douglas A. Jackson presiding. Mayor Pro-Tem Smith was absent from the meeting. The meeting was called to order, followed by the invocation by Councilman Johnny Moye, which was followed by the pledge of allegiance. The following were present:

Mayor Douglas A. Jackson
Councilman Ronald Cooper, Sr.
Councilwoman Veronica Roberson
Councilman Moye
Councilman Tony Moore
Terri L. Parker, Town Manager
Ben Williams, Assistant Town Manager
Jasman J. Smith, Town Clerk
Anthony Bowers, Finance Director
Evan Johnston, Parks and Recreation Director
Ryan Willhite, Police Chief
Travis Welborn, Public Works Director
Robert Sutton, Electric Director
Alan Lilley, Planning Director
Stephen Penn, Economic Development Planner

APPROVAL OF AGENDA: A motion was made by Councilman Moye and seconded by Councilwoman Roberson to approve the agenda as presented. Motion carried unanimously.

WELCOME: Mayor Jackson welcomed the public.

RECOGNITION: Retirement of Sergeant Major Ryan C. Willhite from the United States Marine Corps. Councilman Cooper presented the resolution and Mayor Jackson and Town Manager Terri L. Parker presented the trophy to Police Chief Willhite for retiring from the United States Marine Corps.

PUBLIC HEARINGS

1. **Public Hearing on the Application for a Zoning Ordinance Amendment on Off-Premise Advertising Signs – Special Meeting. Planning Director Alan Lilley presented the item.** He stated that The current zoning ordinance prohibits off-premise advertising signs within the jurisdiction of the Town of Winterville. An application has been submitted by Robert Moore, of Riley Outdoor, LLC for adoption of an amendment that would allow off-premise advertising signs within the General Business Zoning District, upon approval of a Special Use Permit by the Town Council. The use would also be subject to special requirements as listed within the proposed ordinance document. The Planning & Zoning Board considered the request at their March 21, 2016 meeting. After making some minor revisions to the submitted document, the Planning Board voted to recommend adoption of the requested amendment as modified by the Planning Board.

Mayor Douglas Jackson declared the Public Meeting Open. Mr. Robert Moore spoke in favor of the amendment. Mr. Ed Reynolds spoke in opposition of the amendment and stated that the advertising signage would be a distraction. Mayor Jackson Closed the Public Hearing. **A motion was made by Councilman Moore and seconded by Councilman Moye to schedule a special meeting to discuss this item further.**

PUBLIC COMMENT: Mayor Jackson read the public comment policy aloud.

1. Fiscal Year 2016-2017 Non-Town Funding Requests –
 - a. Mr. Greg Needham – Sheppard Memorial Library: The Sheppard Memorial Library Director, Greg Needham requested \$165,300 from the Town of Winterville for the 2016-2017 Fiscal Year. No action taken by the Town Council
 - b. Ms. Jenny Lee & Agape’ Adams – Rebuilding Together: Ms. Jenny Lee & Agape’ Adams of Rebuilding Together requested \$10,000 from the Town of Winterville for the 2016-2017 Fiscal Year. No action was taken by the Town Council.
 - c. Mrs. Barbara Manning – Senior Adult Fellowship: Ms. Manning requested \$3,500 on behalf of the Senior Adult Fellowship. No Action taken by the Town Council.
 - d. Mrs. Beatrice Henderson & Ms. Judy Whitehurst – Winterville Senior Citizens Club: Mrs. Henderson requested \$5,000 on behalf of the Senior Citizens Club. No Action taken by the Town Council.
 - e. Mr. Alton Wadford – Watermelon Festival: Mr. Wadford requested \$35, 000 on behalf of the watermelon festival. No Action taken by the Town Council.
 - f. Mr. Jamie Cooper – Boys & Girls Club of Pitt County: Mr. Cooper request \$5000 on behalf of the Boys and Girls Club. No Action taken by the Town Council.

CONSENT AGENDA:

1. APPROVED UNDER CONSENT AGENDA

- a) Approval of May 2, 2016 Special Meeting Minutes
- b) Approval of April 11, 2016 Regular Meeting Minutes
- c) Approval of March 14, 2016 Regular Meeting Minutes
- d) Approval of February 22, 2016 Special Meeting Minutes
- e) Approval of February 8, 2016 Regular Meeting Minutes
- f) Approval of Proclamation for EMS Week
- g) Approval of Proclamation for Public Works Week
- h) Approval of Reimbursement for Police Vehicles and Fire SCBA equipment –
- i) Approval of Financing Agreement with BB&T for Police Vehicles and Fire SCBA

A motion was made by Councilman Moore and seconded by Councilman Moye to approve the Consent Agenda and remove the budget amendment item from the consent agenda for discussion. Motion carried unanimously.

ITEMS REMOVED FROM THE CONSENT AGENDA:

- j) Adoption of Budget Amendment 15-16-06

Councilman Moore asked about the Budget Amendment. Town Manager Terri L. Parker explained the item was in relation to the Elections and the amendment was necessary due to an internal issue. A motion was made by Councilman Moore and seconded by Councilman Moye to approve the budget amendment 15-16-06. Motion carried unanimously.

ITEMS APPROVED UNDER CONSENT AGENDA TO BE RESCINDED AND REMOVED:

Finance Director Anthony Bowers expressed that the items listed below that were approved under the consent agenda needed to be removed and the vote rescinded.

- h) Approval of Reimbursement for Police Vehicles and Fire SCBA equipment –
- i) Approval of Financing Agreement with BB&T for Police Vehicles and Fire SCBA

A motion was made by Councilwoman Roberson and seconded by Councilman Cooper to rescind the following motions: approval of Reimbursement for Police Vehicles and Fire SCBA equipment and Approval of Financing Agreement with BB&T for Police Vehicles and Fire SCBA. Motion carried unanimously.

OLD BUSINESS: none

NEW BUSINESS:

1. Approval of Recreation Advisory Board Appointment: Parks and Recreation Director Evan Johnston presented the item. Councilwoman Roberson asked how many females are on the Recreation Advisory Board. Parks and Recreation Director Evan Johnston replied that there is one female on the board. A motion was made by Councilman Moore and Councilman Moye to Appointed Nicholas Vick as the non-town resident
2. Discussion of Implementation of a Farmer's Market: Councilman Cooper presented this item. He suggested that the Town consider having a farmer's market at the corner of Main and Church Street. A motion was made by Councilman Moore to approve the farmer's market. Further discussion was held on the farmer's market. Councilwoman Roberson asked about liabilities to the Town when it comes to the Farmer's Market. A motion was made by Councilman Moore and seconded by Councilwoman Roberson to rescind the approval of the Farmer's Market in Winterville and to table the item for a future discussion. Motion carried unanimously (4,0).
3. Discussion on Teen Programs: Councilman Moore inquired about baseball programs for teenagers. Councilman Moye stated that he thought Teen Programs was a reference to all different types of programs. Councilman Moore commented that there was a golf and tennis program offered some time ago. Further discussion was held. A motion was made by Councilman Moore and seconded by Councilman Moye to further investigate teen programs. Motion carried unanimously.

4. Approval of New Regional Pump Station Site. Public Works Director Travis Welborn presented the item. The Town will be constructing improvements to the sanitary sewer collection system including a new regional pump station to replace Craft Winds Pump Station. The project requires a site for locating the new pump station. Approximately 0.15 acres of Pitt Co. Parcel 16287 will be purchased for the purpose of constructing the necessary pump station and associated piping/equipment. A motion was made by Councilman Moore and seconded by Councilman Cooper to approve the new regional pump station site. Motion carried unanimously.

ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS-

REPORTS FROM TOWN ATTORNEY, TOWN MANAGER, DEPARTMENT HEADS, MAYOR, AND TOWN COUNCIL:

- Assistant Town Manager Ben Williams provided the Town Council an update on the following Capital Projects Currently Underway:
 - Water Interconnect on Worthington Road
 - Regional Sewer Pump Station Project
 - Nobel Canal Drainage Basin Study
 - Railroad Street Sidewalk Project
 - Parks and Recreation Master Plan
 - Water Tank Rehabilitation Project
 - Minimum Housing/Code Enforcement
 - Urgent Repair Program
- Parks and Recreation Evan Johnston provided an update on the upcoming events
- Councilwoman Roberson commented that there are a lot of pot holes in town and that the Town Manager and Electric Director did a great job on their presentation.
- Councilman Moye stated that there a citizen very concerned about the lights in the Town of Winterville. He also commented on the passing of Ms. Helen Bridges.

ADJOURN

Having no further business to come before the Council the meeting adjourned. A motion was made by Councilman Cooper and seconded by Councilman Moore to adjourn at 8:50 pm. Motion carried unanimously.

Adopted this the 13th day of June, 2016

Douglas A. Jackson, Mayor

ATTEST:

Jasman J. Smith, BSBA, CMC, NCCMC
Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: June 13, 2016

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Audit Contract for fiscal year 2015 - 2016

Action Requested: Approve the audit contract with Carr, Riggs, and Ingram, LLC.

Attachments: Contract and Engagement letter

Prepared By: Anthony Bowers, Finance Director

Date: 5/26/2016

ABSTRACT ROUTING:

TC 6-6-2016 jjs

FD _____

TM 6/6/2016

Final 6/6/2016

Supporting Documentation

Each year the Town Council must approve the contract with the audit firm that it uses for its independent review of the Town's Finances. We have completed our sixth year with Carr, Riggs, and Ingram, LLC. We are working on annual renewals. The annual renewal for this audit contract is valued at \$32,650.

Budgetary Impact: This is accounted for in the operating budget for the Finance Department. The value of the contract is \$32,650.

Recommendation: Approve the contract



May 11, 2016

To Honorable Mayor and Members of the Town Council
and Anthony Bowers, Finance Officer
Town of Winterville, North Carolina

We are pleased to confirm our understanding of the services we are to provide Town of Winterville for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Town of Winterville as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Winterville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Winterville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Law Enforcement Officer's Special Separation Allowance
3. Other Post-Employment Benefits – Retiree Health Care
4. Local Governmental Employees' Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Winterville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal and state awards
2. Individual Fund Statements and Schedules – Budget and Actual
3. Other Schedules – Additional Financial Data

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Statistical schedules/tables for Comprehensive Annual Financial Report (CAFR).
2. Non-required supplementary information from internal purposes.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing on internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the Town Council of Town of Winterville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally

accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significance deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Winterville's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Winterville's major programs. The purpose of these procedures will be to express an opinion on Town of Winterville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of Town of Winterville in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud

and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your government, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your government may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town of Winterville; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs, & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs, & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a grantor agency. If we are aware that a federal or state awarding agency, pass-through

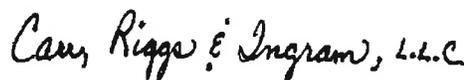
entity or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2016 and to issue our reports no later than October 31, 2016. Lowell G. Taylor, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be as defined in our Local Government Commission contract with Town of Winterville for the year July 1, 2015 through June 30, 2016. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Town of Winterville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Carr, Riggs & Ingram, LLC

RESPONSE:

This letter correctly sets forth the understanding of Town of Winterville.

Management Signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CONTRACT TO AUDIT ACCOUNTS

Of Town of Winterville
Primary Governmental Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 11th day of May, 2016,

Auditor: Carr, Riggs & Ingram, LLC Auditor Mailing Address: PO Box 869

Williamston, NC 27892 Hereinafter referred to as The Auditor

and Town Council (Governing Board(s)) of Town of Winterville
(Primary Government)

and N/A : hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or audit documentation are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Uniform Guidance for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: Fees listed on signature pages.)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #24 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

Engagement letter utilized - see attached

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
24. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Governmental Unit _____

N/A

Discretely Presented Component Units (DPCU) if applicable _____

Town of Winterville _____ - FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____ N/A

Audit _____ 27,500

Preparation of the annual financial Statements _____ 5,150

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ _____ 24,487.50

** NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature: _____ Carr, Riggs & Ingram, LLC

Name of Audit Firm

By _____ Lowell G. Taylor, CPA

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative _____

Date _____ 5/11/16

Email Address of Audit Firm _____ lgtaylor@cricpa.com

Name of Primary Government

Governmental Unit Signatures: _____ Town of Winterville

Name of Primary Government

By _____ Douglas A. Jackson, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board _____

Date _____

By _____ N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson _____ **

Date _____

** If Governmental Unit has no audit committee, mark this section "N/A"

Town of Winterville

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By _____ Anthony B. Bowers

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date _____

(Pre-audit Certificate must be dated.)

_____ anthony.bowers@wintervillenc.com

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: June 13, 2016

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Budget Amendment 2015-2016-07

Action Requested: Approve the budget amendment

Attachments: Budget Amendment 15-16-07

Prepared By: Anthony Bowers, Finance Director

Date: 5/26/2016

ABSTRACT ROUTING:

TC jjs 6-6-2016

FD _____

TM 6/6/2016

Final 6/6/2016

Supporting Documentation

This is the seventh and final budget amendment for the 2015-2016 Fiscal Year.

The first few items address General Fund line items that need more funds to cover unexpected expenditures. The annual property and liability insurance was more expensive than we estimated. This line item needed an additional \$10,000. We also needed an additional \$5,000 for railroad crossing maintenance. This amount normally comes in after the budget process and requires a true up. The public buildings line items have been hit hard as a result of aging facilities. The public buildings department needed an additional \$11,500.

The second item addresses revenues that were collected during the fiscal year and are required to be deposited into the respective capital reserve accounts. There are no actual expenditures with this appropriation. They are as follows: Recreation, \$4,620, Electric, \$11,400, Water \$17,900, Sewer \$16,546.

The final item addresses the Town's requirement to contribute to the Water Capital Project Fund for the restoration of the elevated storage tank. This required contribution is \$68,450.

Budgetary Impact: The total budget amendment is \$145,416.

Recommendation: Approve the Budget Amendment



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2016

Presenter: Evan Johnston, Director of Parks & Recreation

Item to be Considered

Subject: Recreation Advisory Board Appointments

Action Requested: Appoint Recreation Advisory Board members to additional term.

Attachments: N/A

Prepared By: Evan Johnston, Director of Parks & Recreation

Date: 5/24/2016

ABSTRACT ROUTING:

TC 6/7/2016 JJS

FD _____

TM 6/7/2016

Final 6/7/2016

Supporting Documentation

The Recreation Advisory Board (RAB) has four (4) members whose term expiration is June 30, 2016 and have requested to be appointed to an additional term. Following is list of said members and their membership type: Kirby Bryson (Resident), Brock Letchworth (Resident), Randy Bowers (Resident), and Nicholas Vick (Non-Resident).

Staff recommends each member be appointed to an additional term on the Recreation Advisory Board.

Budgetary Impact: N/A

Recommendation: Appoint Recreation Advisory Board members to additional term.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2016

Presenter: Ben Williams, Asst. Town Manager

Item to be Considered

Subject: Railroad Street Parking – Passenger Loading Zone

Action Requested: Approval

Attachments: Location Map

Prepared By: Ben Williams, Assistant Town Manager

Date: 6/1/2016

ABSTRACT ROUTING:

TC 6/6/16 jjs

FD _____

TM 6/6/2016

Final 6/6/2015

Supporting Documentation

A business owner at 2594 Railroad Street operates a dance studio with young students and has concerns with crossing the street during times of higher traffic volumes. The business owner has requested the Town establish a loading zone along Railroad Street (2500 block).

The purpose of this type of "Passenger Load Zone" is to provide a place to load and unload passengers for adjacent businesses. These zones are intended for quick passenger drop-offs and pick-ups, and are typically not used for loading and unloading items from vehicles.

The recommended times are as follows: Days: Monday – Friday Time: 2:00 PM – 8:00 PM

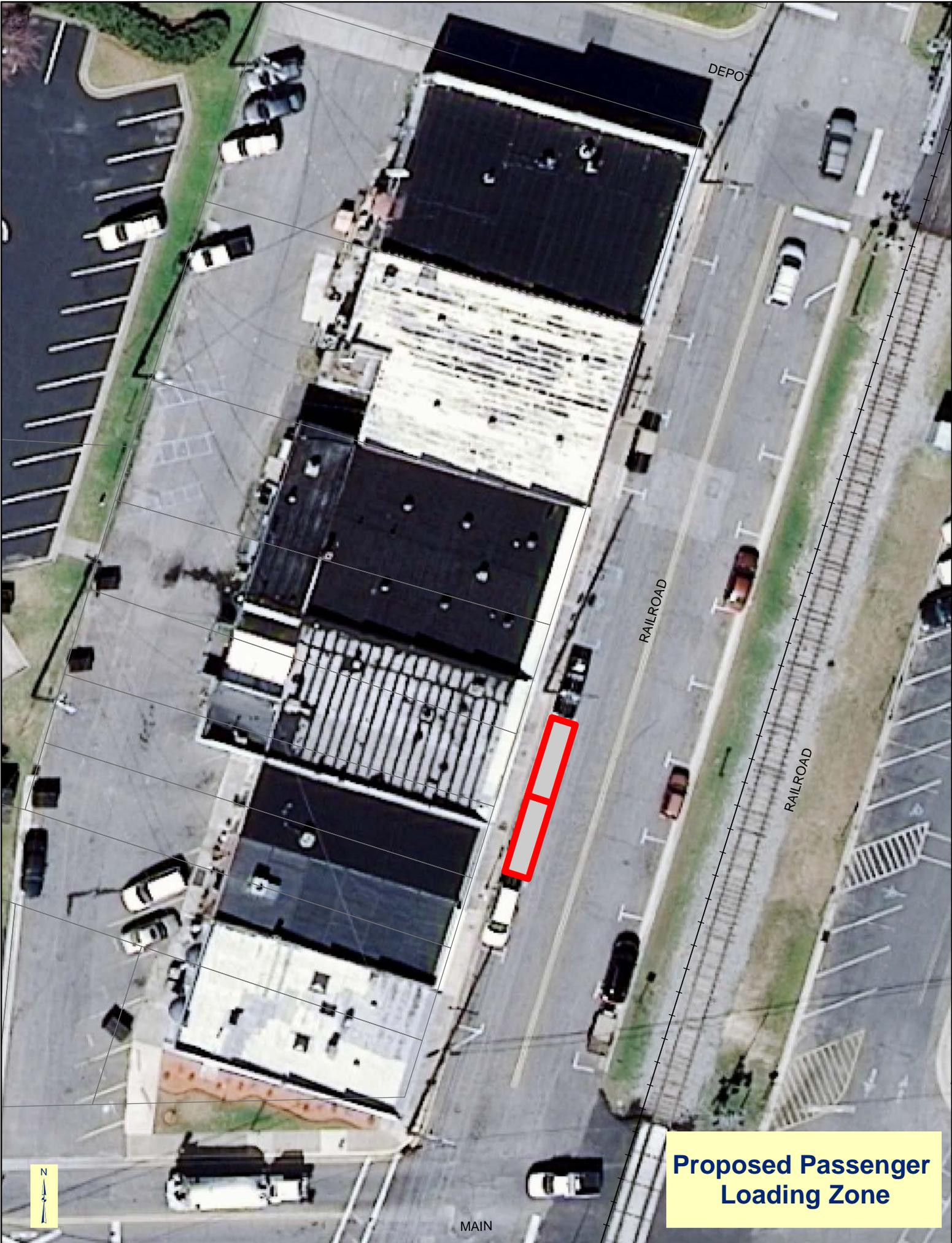
Number of designated spaces: Two (2) on the western side of Railroad Street

EXAMPLE (Displayed Hours and Exceptions are not as proposed):



Budgetary Impact: Minimal – Cost of Sign(s) and Post(s)

Recommendation: Approval



DEPO

RAILROAD

RAILROAD

MAIN

Proposed Passenger Loading Zone





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2016

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Adoption FY 2016-2017 Recommended Annual Budget

Action Requested: Approval of the Budget Ordinance

Attachments: The Draft Budget Ordinance will be handed out at the Meeting

Prepared By: Terri L. Parker, Town Manager

Date: 6/8/2016

ABSTRACT ROUTING:

TC 6-8-2016 ijs

FD

TM tlp – 6/8/2016

Final tlp – 6/8/2016

Supporting Documentation

Staff is requesting approval of the FY 2016-2017 Recommended Budget as presented on June 13, 2016 in the Draft Budget Ordinance.

Budgetary Impact: As presented.

Recommendation: Council approval.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Closed Session

Meeting Date: June 13, 2016

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Discussion of McLawhorn Property

Action Requested: Discussion and Council Direction

Attachments: Any associated handouts will be given at the Meeting.

Prepared By: Terri L. Parker, Town Manager

Date: 6/8/2016

ABSTRACT ROUTING:

TC 6/8/2016 jjs

FD _____

TM tlp - 6/8/2016

Final tlp - 6/8/2016

Supporting Documentation

Discussion will be held in Closed Session pertaining to **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. **McLawhorn Property.**

Budgetary Impact: TBD.

Recommendation: N/A