



TOWN COUNCIL AGENDA

November 14, 2016 - 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. **PUBLIC HEARINGS:**
 1. Rezoning of Michael and Wendy Bridgers Property (Vernon White Road) from R-15 to Office and Institutional.
 2. Rezoning of Connie Branch Property (5412 Reedy Branch Road) from Agricultural/Residential to General Business.
 3. Annexation Petition of the Clearly Development Property (Villa Grande Subdivision).
- VII. **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. *Shelia Leggette – Community IMPAC Report*
- VIII. **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. September 27, 2016 Council Workshop Minutes.
 2. Schedule a Public Hearing on the annexation petition of the Church of the Open Door for December 12, 2016.
 3. Schedule a Public Hearing on the annexation petition of Laurie Meadows Subdivision, Phase 3 for December 12, 2016.
 4. Approval of modified preliminary plat for Brookfield Subdivision, Phase 2 & 3.
 5. Receive petition requesting annexation of the Reedy Branch Mini-Storage's additions on Parcel # 81736 and adopt a resolution directing the Town Clerk to investigate the sufficiency of the petition.
 6. Resolution for the Elevated Tank Rehab DWSRF Loan Acceptance.
 7. Resolution for the Asset Inventory and Assessment Grant Management.
 8. FEMA Resolution for Designation of Applicant.
 9. Budget Amendment.

IX. OLD BUSINESS:

1. Update on Junk Vehicle Ordinance Revisions.
2. Update on Downtown Parking Situation/Plan.
3. Approval of Town Clock Design and Purchase.
4. Update on Fire Department Discussion Items Resulting from 9/27/2016 Council Workshop.
5. Amendment to Rental Contract with Winterville EMS.

X. NEW BUSINESS:

1. Preliminary Plat – Wintergreen Commons.
2. Connect NC Bond Grant Application (Parks and Recreation) – Hillcrest Park Improvements.
3. Street Resurfacing Project – Ark Consulting Consulting Group, PLLC – Engineering Services Contract Amendment.
4. Renewal of NCDOT MOA for debris removal.

XI. OTHER AGENDA ITEMS.

XII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS.

XIII. 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
- Street Resurfacing Project
- Water Tank Rehabilitation Project
- NTE Plant Construction Project
- Minimum Housing/Code Enforcement
- Urgent Repair Program

XIV. REPORTS FROM THE MAYOR AND TOWN COUNCIL.

XV. ANNOUNCEMENTS:

1. Planning and Zoning Meeting – November 21, 2016 – 7 pm – Town Hall Assembly Room.
2. Thanksgiving Holiday – November 24 and 25, 2016 – Town Offices Closed.
3. Tree Lighting Ceremony and Council Reception – December 1, 2016 – 6 pm – Town Hall and Winterville Police/Fire/Ems Building.
4. Winterville Christmas Parade – December 10, 2016 – 2 pm.
5. Christmas Holiday – December 23, 26 and 27, 2016 – Town Offices Closed.
6. New Year’s Holiday – January 2, 2017 – Town Offices Closed.

XVI. 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; Hunsucker Property; Property behind Winterville Library*)

XVII. ADJOURN.

SPECIAL NOTICE: *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Acting Town Clerk, Amy Barrow at 215-2342 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: November 14, 2016

Presenter: Stephen, Economic Development Planner, Terri L. Parker, Town Manager

Item to be Considered

Subject: Rezoning of Michael and Wendy Bridgers Property (Vernon White Road) from R-15 to Office and Institutional.

Action Requested: Council Decision on Rezoning Request

Attachments: Notice of Public Hearing; Corrected Notice of Public Hearing; Rezoning Map; Office & Institutional Permitted Use List.

Prepared By: Stephen Penn, Economic Development Planner

Date: 9/27/2016

ABSTRACT ROUTING:

TC _____

FD _____

TM 10/5/2016

Final 10/5/2016

Supporting Documentation

Michael and Wendy Bridgers are proposing to rezone their six (6) acre property on Vernon White Road from R-15 to Office and Institutional. The property is located north of Vernon White Rd. near Old Tar Rd.; though the property does not touch Old Tar Road.

The Rezoning request was presented to the Planning and Zoning Board in August and the request was denied.

Budgetary Impact: TBD

Recommendation: Council Discussion and action if applicable.

NOTICE OF PUBLIC HEARING
Town of Winterville

NOTICE IS HEREBY GIVEN that the Winterville Town Council will hold a public hearing on Monday, November 14, 2016 at 7:00 pm in the Town Hall at 2571 Railroad Street, in order to consider adoption of the following:

A request to rezone the Michael and Wendy Bridgers property from R-15 to Office and Institutional. The subject property is a 6.0 acre tract located on Vernon White Road directly adjacent to 529 Vernon White Road. The subject property is Tax Parcel No. 67224 and is the property recorded at Deed Book 1582, Page 601 at the Pitt County Register of Deeds Office.

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 during normal business hours (8:00 am to 5:00 pm) Monday through Friday.

On the basis of objections, debate, and discussion at the hearing, changes may be made from what has been proposed.

Persons having an interest in this matter and desiring to speak either for or against the requested rezoning are invited to be present and will be given an opportunity to be heard. For further information, contact the Winterville Planning Department at (252) 215-2360.

Block Ad: November 2, 2016
 November 6, 2016

O-I District			
Permitted Uses:			
LUC	SIC	SR	Residential Uses
2	0	2;42	bed & breakfast inns
1	0	42	single-family detached
2	8351		family care home (6 or less)
Recreational Uses			
2	8640	11	associations or organizations; social & fraternal
3	0		auditorium, assembly hall; indoor theaters, public
1	7997	12	golf courses, including pro shop
3	7991		physical fitness centers
2	7990		public parks
2	7999		recreation facilities, public
3	7997	13	swim and tennis clubs
3	7997	13	swimming pool, private
Educational & Institutional Uses			
3	4119		ambulance services
3	0	14	churches, synagogues & other associated activities
2	8661		colleges or universities
3	8322	15;43	day care centers, (6 or more)
3	0		governmental offices & facilities
3	8026		hospitals, public & private
3	8231		libraries
3	8412		museums or art galleries
2	8361		orphanages
3	8399		philanthropic institutions
3	0		post offices
3	0		retreat centers
3	8210		schools, including public schools & private schools, having a curriculum similar to those given in public schools
3	8240		schools, specialty training, such as cosmetology, vocation or trade services, not elsewhere classified, where no retail, wholesale, or repair is conducted
Business, Professional, & Personal Services			
3	8721		accounting, auditing, or bookkeeping
3	8740		administrative or management services
3	7310		advertising agencies or representatives

3	0		agencies & offices rendering specialized services not involving retail trade such as real estate, insurance, advertising, architecture, engineering, & accounting and not listed elsewhere
4	742	17	animal clinics and hospitals; including totally enclosed kennels operated in connection with animal clinics or hospitals
3	0		automobile parking lots & facilities for permitted uses in the district
3	6000		banking, including loan offices & investment houses
3	8041		chiropractors' offices
3	0		communicative facilities, including radio & television broadcasting excluding towers that exceed the height limits
3			computer services
3	0	41	contractors' offices (no storage)
3	8071		dental offices and laboratories
3	8000		doctors' offices & laboratories
3	8732		economic, social, or educational research
3	7630		employment agencies, personnel agencies
3	0		engineering, architectural, surveying services
3	6100		finance or loan offices
2	8640		fraternal organizations
3	7261		funeral homes
3	0		internal service facilities, incidental to permitted uses, including cafeterias, day care facilities, snack bars, pharmacies, optical stores & similar retail activities when conducted solely for use of employees, patrons, or occasional visitors; provided, such activities are within the principal building & advertising for it is not permitted beyond the premises
3	0		interior decorator
3	8111		law offices
3	8000		medical, dental, or related offices
3	8071		medical or dental laboratories
3	8733		noncommercial research organizations
3	0		office, not classified elsewhere (no retail)
3	8000		optometrists & ophthalmologists
3	7334		photocopying & duplicated services
3	7221		photography studio
3	7669		picture framing shop

3	8000		psychologists' offices
3	0		real estate offices
*			signs as regulated by Article IX
3	6200		stock, security or commodity brokers
3	0		structures & uses clearly incidental to a permitted use
3	4720		travel agencies
3	0		utility company offices
3	740		veterinary services (not outside kennels)
3	8240		vocational, business, secretarial schools
			<u>Retail Trade</u>
3	5942		book stores
3	5912		drug stores & pharmacies
3	5922	41	florist shop
3	5812		restaurants (w/o drive-through)
			<u>Public Works</u>
4	0		electric transmission distribution poles, towers supporting cable, lines & related appurtenances
4	0		governmental public works facilities, utilities, infrastructure & appurtenances
4	0		natural gas distribution lines & related appurtenances
4	0		sewage collection lines, pump stations & appurtenances
4	0		telephone & television cable poles, towers, supporting cable, lines & related appurtenances.
4	0		water distribution lines, booster pumps, storage facilities & appurtenances
			<u>Miscellaneous</u>
3	0		yard sales - limited to 4 one-day events per year
*		40	cluster development, non-residential
Conditional Uses:			
			<u>Residential Uses</u>
2	0	2;42	dwelling, conventional or modular: multi-family (including single family attached of more than 2 attached units)
1	0	2	two-family (Including single family attached of no more than 2 attached units)
*	0	6	home occupation, customary
			<u>Recreational Uses</u>

2	7997	12	recreation facilities, private: including country clubs, private neighborhood parks & multi-family recreation areas where the principal use is permitted in the zoning district
			<u>Educational & Institutional Uses</u>
3	8050	16	congregate or convalescent care facility
3	8050	16	nursing home
			<u>Public Works</u>
4	0	36	sewage treatment plants, non government public
4	0	36	water treatment plants, non-government public



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: November 14, 2016
Presenter: Stephen, Economic Development
Planner, Terri L. Parker, Town Manager

Item to be Considered

Subject: Rezoning of Connie Branch Property (5412 Reedy Branch Road) from Agricultural/Residential to General Business

Action Requested: Council Decision on Rezoning Request

Attachments: Notice of Rezoning; Connie Branch Rezoning Map; General Business District Permitted Use List.

Prepared By: Stephen Penn, Economic Development Planner

Date: 9/27/2016

ABSTRACT ROUTING:

TC FD TM 10/5/2016 Final 10/5/2016

Supporting Documentation

Connie Howard Branch is proposing to rezone the 1.688 acre property on the corner of NC Highway 11 and Reedy Branch Road from Agricultural-Residential to General-Business.

- Parcel # 62846.
- Address: 5412 Reedy Branch Rd.

This item was taken before the Planning Board and the request was approved.

Budgetary Impact: N/A

Recommendation: Council discussion and direction if applicable.

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Town of Winterville**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will hold a public hearing on Monday, November 14, 2016 at 7:00 pm in the Town Hall at 2571 Railroad Street, in order to consider adoption of the following:

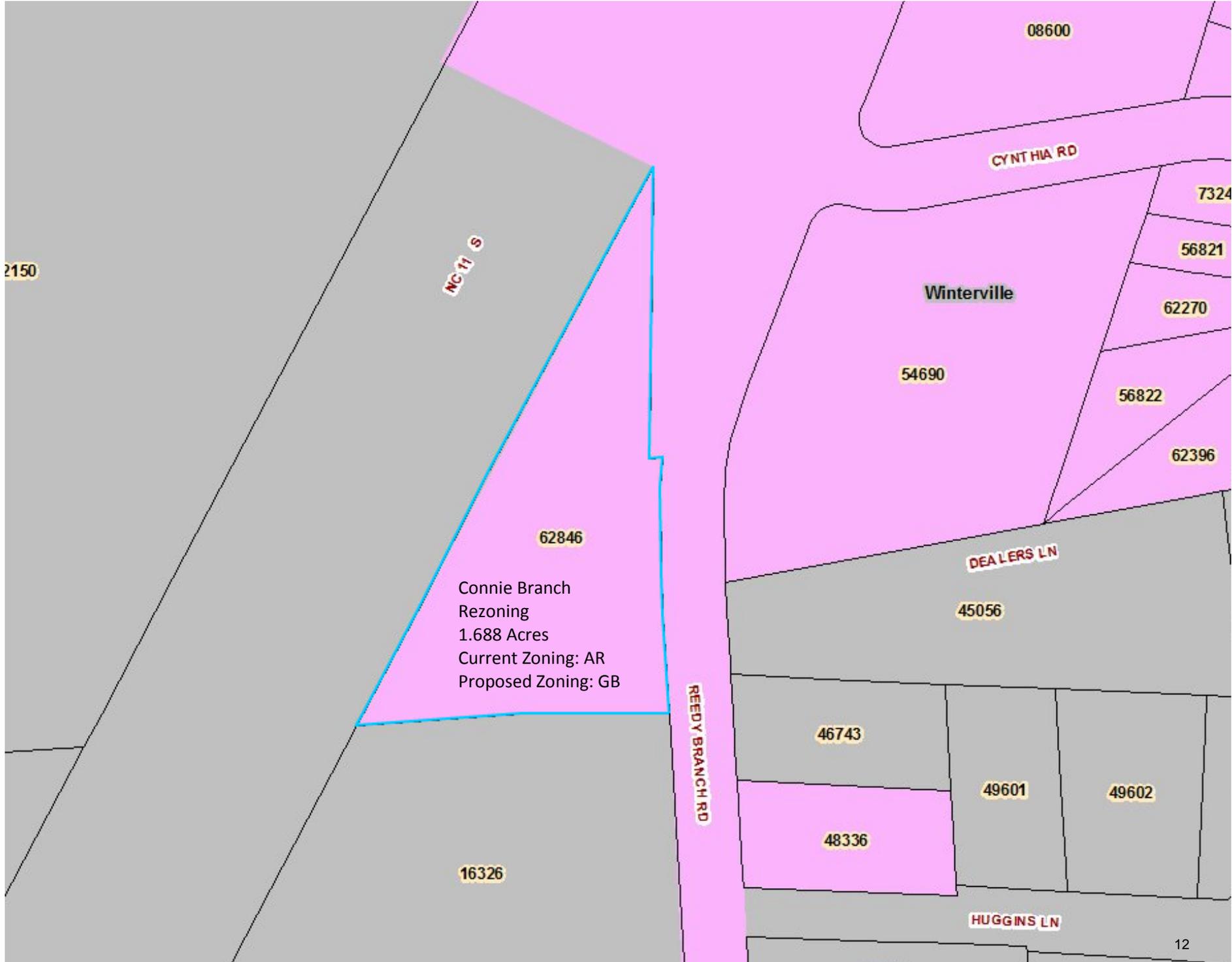
A request to rezone the Connie Branch property from Agricultural/Residential (AR) to General Business (GB). The subject property is a 1.688 acre tract located on the corner of Reedy Branch Road and Highway 11 (5412 Reedy Branch Road). The subject property is Tax Parcel No. 62846 and is the property recorded at Deed Book 3265, Page 312 and Map Book 55, Page 60 at the Pitt County Register of Deeds Office.

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 during normal business hours (8:00 am to 5:00 pm) Monday through Friday.

On the basis of objections, debate, and discussion at the hearing, changes may be made from what has been proposed.

Persons having an interest in this matter and desiring to speak either for or against the requested rezoning are invited to be present and will be given an opportunity to be heard. For further information, contact the Winterville Planning Department at (252) 215-2360.

Block Ad: November 2, 2016
 November 6, 2016



G-B District			
Permitted Uses:			
LUC	SIC	SR	Residential Uses
2	0	1	bed and breakfast inns
2	8351		family care home (6 or less)
Recreational Uses			
3	7999		Amusement arcades and indoor places of entertainment; including bowling alleys, pool rooms, skating rinks & batting cage, tennis courts
4	7996	10	amusement or water parks
2	8640	11	associations or organizations; social & fraternal
3	0		auditorium, assembly hall; indoor theaters, public
3	7999	10	batting cages, outdoor
3	7999		bingo games
3	7911		dance studios & schools, including aerobics
4	5810		dance halls, including night clubs
3	7999		fortune tellers, astrologers
1	7997	12	golf courses, including pro shop
3	7999	10	golf driving ranges
3		44	internet sweepstakes
4	4493		marinas
3	7999	10	martial arts instructional schools
3	7999		miniature golf facilities
3	7991		physical fitness centers
2	7990		public parks
2	7999		recreation facilities, public
4	7999	12	saddle, hunting, fishing, boating and similar private clubs
3	7999		shooting ranges, indoor
3	7997	13	swim & tennis clubs
3	7997	13	swimming pool, private
Educational & Institutional Use			
3	4119		ambulance services
2	8661		churches, synagogues & other associated activities
3	8220		colleges or universities
3	8322	15;43	day care centers, (6 or more)
3	0		governmental offices & facilities
3	8026		hospitals, public & private
3	8231		libraries
3	8412		museums or art galleries

2	8361		orphanages
3	8399		philanthropic institutions
3	0		post offices
3	0		retreat centers
3	8210		schools, including public schools & private schools, having a curriculum similar to those given in public schools
3	8240		schools, specialty training, such as cosmetology, vocation or trade services, not elsewhere classified, where no retail, wholesale, or repair is conducted
			Business, Professional, & Personal Services
3	8721		accounting, auditing, or bookkeeping
3	8740		administrative or management services
3	7310		advertising agencies or representatives
3	0		agencies & offices rendering specialized services not involving retail trade such as real estate, insurance, advertising, architecture, engineering, & accounting and not listed elsewhere
4	742	17	animal clinics and hospitals; including totally enclosed kennels operated in connection with animal clinics or hospitals
4	0	18	animal kennels
3	0		automobile parking lots & facilities for permitted uses in the district
3	7521		automobile parking (commercial)
4	7510		automobile rental or leasing
4	0		automobile repair & service (excluding storage of wrecked or junked vehicles)
4	7542		automobile washing facilities
3	6000		banking, including loan offices & investment houses
3	7241		barber and beauty shops
4	7349		building maintenance services
4	4100		bus stations
3	8041		chiropractors' offices
3	0		clothing alterations or repairs
3	0		communicative facilities, including radio & television broadcasting excluding towers that exceed the height limits
3			computer services
4	0	41	contractors' facilities with open storage
3	0	41	contractors' offices (no storage)
	5411		convenience food stores:

3	5411		not operating between 11pm-6am
4	5411		operating 11pm-6am, 24hr
3	8071		dental offices and laboratories
3	8000		doctors' offices & laboratories
3	7211		dry cleaning & laundry facilities
3	8732		economic, social, or educational research
3	7360		employment agencies, personnel agencies
3	0		engineering, architectural, surveying services
4	7350		equipment rental & leasing
4	7690		equipment repairs, light
3	7342		exterminating services
3	6100		finance or loan offices
2	8640		fraternal organizations
3	7261	20	funeral homes
3	6411		insurance agencies
3	0		internal service facilities, incidental to permitted uses, including cafeterias, day care facilities, snack bars, pharmacies, optical stores & similar retail activities when conducted solely for use of employees, patrons, or occasional visitors; provided, such activities are within the principal building & advertising for it is not permitted beyond the premises
3	0		interior decorator
3	7215		Laundromats
3	8111		law offices
3	7690		locksmith shops, including repair
3	8000		medical, dental, or related offices
3	8071		medical or dental laboratories
4	0	21	mini-warehouses
3	7011		motels & hotels
3	7810		motion picture productions
3	8733		noncommercial research organizations
3	0		office, not classified elsewhere (no retail)
3	8000		optometrists & ophthalmologists
3	7334		photocopying & duplicated services
3	7384		photo finishing laboratories
3	7221		photography studio
3	7669		picture framing shop
3	8000		psychologists' offices
3	0		real estate offices
4	7623		refrigerator or large appliance repairs

3	8300		rehabilitation or counseling services
4	0000		repair shops not classified elsewhere
3	8730		research, development, or testing services
3	7699		septic tank services
4	7530		service stations (not including truck stops)
3	7251		shoe repair or shoeshine shops
*			signs as regulated by Article IX
3	6200		stock, security or commodity brokers
3	0000		structures & uses clearly incidental to a permitted use
3	7299		tanning salons
4	4121		taxi terminals
3	7699		taxidermists
4	7534		tire recapping
3	4720		travel agencies
4	0000		truck & utility trailer rental, sales & leasing, light
4	0000		truck & utility trailer rental, sales & leasing, heavy
4	7641		upholstering & furniture refinishing
3	0000		utility company offices
3	0740		veterinary services (not outside kennels)
3	8240		vocational, business, secretarial schools
3	7631	41	watch, clock, jewelry repair shops
			Retail Trade
3	0000	23	ABC sales for on premises consumption
3	5936	24	antique shops
3	5600		apparel sales
3	5722	41	appliance sales & service
3	8412		art studio & galleries
3	0000	24	arts & craft sales; similar specialty retail
3	0000		auction houses
4	7510		automobile & trucks dealers; new and used
3	5531		automobile parts & supply store
3	5461		bakeries; retail
3	5941		bicycle sales & repair
4	5551		boat dealers; sales & repair
3	5942		book stores
4	5211		building supply dealers
3	5946		camera & photography; sales & service
3	5441		candy stores
3	5710		carpet sales & storage
3	5600		clothing shops
3	5961		catalogue stores

3	5734		computer sales
3	5451		dairy products stores
3	5300		department & variety stores
3	5912		drug stores & pharmacies
3	5730		electronic product sales
3	5949		fabric or piece goods stores
4	5083		farm machinery sales & service
3	5430		farmer's or produce markets
4	0000		farm supplies
3	5999		flea market
3	5710		floor covering, drapery or upholstery
3	5992	41	florist shop
4	5980		fuel oil sales
3	5712		furniture sales
4	7641		furniture repair, including upholstery
3	5261		garden centers or retail nurseries
3	5947		gift, novelty & souvenir shop
3	5400		grocery store
3	5251		hardware store
3	5945		hobby & toy stores
3	5719		home furnishings, miscellaneous
3	5944		jewelry sales & repair
3	5948		leather goods sales
3	5948		lighting goods sales
3	5921		liquor stores
3	5999		miscellaneous retail sales
4	5271		mobile home sales & services
4	5571		motorcycle sales
3	5736		music stores including instrument repair
3	5994		newsstand, magazines
3	5999		office supply store
3	5995		optical goods sales
3	0000		paint, glass, and wallpaper stores
3	0000		pawn shop
3	5999		pet stores
3	5731		radio & television, stores & repairs
3	5735		record, tape, cd stores
4	5561		recreation vehicles sales & service
4	5812		restaurants (with drive-through)
3	5812		restaurants (w/o drive-through)

3	0000		retail sales & service where not classified elsewhere, and where all retail sales & services are conducted within an enclosed building
3	0000		retail sales & services not classified elsewhere including outdoor storage
4	5541		service stations, gasoline
3	0000		shoe sales and or repair
3	5941		sporting goods stores
4	5531		tire dealers & services
3	5993		tobacco stores
4	0000		truck shops
3	7841		video tape rental & sales
4	5999		woodworking shops, retail
			<u>Wholesale Trade</u>
4	5191		agriculture chemicals/pesticides/fertilizers
4	5159		agriculture products, other
3	5099		ammunition
4	5159		animals & animal products, other
3	5130		apparel, piece goods & notions
4	2050		bakeries; wholesale
3	5192		books, periodicals, & newspaper
3	4212		bulk mail & packaging
4	5169		chemicals & allied products
3	4215		courier services, central facility
4	4215		courier service substations
3	5122		drugs & sundries
3	5099		durable goods, other
4	5060		electrical goods
4	5191		farm supplies, others
4	5193		flowers, nursery stock & florist supplies
4	5099		forest products
3	5020		furniture & home furnishings
3	5140		groceries & related products
3	5072		hardware
3	5094		jewelry, watches, precious stones & metals
4	5154	27	livestock
4	5030		lumber & other construction materials
4	5080		machinery, equipment & supplies
4	0000		market showrooms (furniture, apparel, etc.)
4	5050		metals & minerals
4	5010		motor vehicles, parts & supplies

4	4214		movers & storage operations
4	5198		paints & varnishes
4	5110		paper & paper products
4	5170		petroleum & petroleum products
4	5162		plastics materials
4	5070		plumbing & heating equipment
4	5040		professional & comm. Equipment & supplies
4	5162		resins
4	5093	19	scrap & waste materials, recycling
4	5091		sporting & recreational goods & supplies
3	5194		tobacco & tobacco supplies
3	5092		toys & hobby goods & supplies
4	4210		trucking or freight terminals
4	0000		utility equipment & storage yards
4	5198		wallpaper & paint brushes
4	0000		warehousing & storage, not including storage of any hazardous materials or waste as determined by any agency of the federal, state or local government
			<u>Public Works</u>
4	0000		electric transmission distribution poles, towers supporting cable, lines & related appurtenances
4	0000		governmental public works facilities, utilities, infrastructure & appurtenances
4	0000		natural gas distribution lines & related appurtenances
4	0000	35	radio, television & similar transmitting towers that exceed height but not including wireless telecommunications towers
4	0000		sewage collection lines, pump stations & appurtenances
4	0000	36	sewage treatment plants, non government public
4	0000		telephone & television cable poles, towers, supporting cable, lines & related appurtenances.
4	0000		water distribution lines, booster pumps, storage facilities & appurtenances
4	0000	36	water treatment plants, non-government public
			<u>Manufacturing & Industrial Uses</u>
4	0000		cabinets, not exceeding 5 operators
4	2700		printing & publishing
4	0	38	adult oriented businesses
*		40	cluster development, non-residential

Conditional Uses:			
			<u>Educational & Institutional Uses</u>
3	8050	16	congregate or convalescent care facility
3	8050	16	group care facility
3	8050	16	nursing home
			<u>Public Works</u>
4	0	37	wireless telecommunication towers & facilities



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: November 14, 2016

Presenter: Stephen, Economic Development
Planner, Terri L. Parker, Town Manager

Item to be Considered

Subject: Annexation petition of the Clearly Development Property (Villa Grande Subdivision)

Action Requested: Approval of annexation petition.

Attachments: Copy of annexation ordinance; maps will be handed to Mayor and Council.

Prepared By: Stephen Penn, Economic Development Planner

Date: 9/27/2016

ABSTRACT ROUTING:

TC

FD

TM 10/6/2016

Final 10/6/2016

Supporting Documentation

Villa Grande Phase One is seeking annexation into the Town of Winterville.

The Acting Town Clerk has investigated the sufficiency of said petition and found it to meet all of the requirements set out by the North Carolina General Statutes.

The subdivision is located on Red Forbes Road.

- Parcel # 82581.
- Zoned R-10.
- 32.94 Acres.
- 85 lots for Phase One.

Budgetary Impact: TBD

Recommendation: Approve said annexation petition.

NOTICE OF PUBLIC HEARING
REQUEST FOR ANNEXATION

Town of Winterville

The public will take note that the Town Council of the Town of Winterville has called a public hearing at 7:00 pm on the 14th day of November, 2016 at the Town Hall, 2571 Railroad Street, on the question of annexing the following described territory requested by petition filed pursuant to NCGS 160A-58.1:

TO WIT: Being that certain property as shown on map entitled "Annexation Map for Clearly Development" involving approximately 32.94 acres.

LOCATION: Beginning at a Point, Said Point being the northeastern most corner of Tract 1 as shown on that certain plat entitled "Survey Shivers-Faulkner Division" dated June 10, 2015 as recorded in Book 79, Page 18 in the Pitt County Register of Deeds.

Thence, from said Point of Beginning, along and with the western right of way of Red Forbes Road (SR 2106), along a curve to the right having a radius of 3254.61 feet, a delta angle of 02 degrees 21 minutes 23 seconds, and an arc length of 305.13 feet, being subtended by a chord of South 16 degrees 09 minutes 20 seconds West for a distance of 305.02 feet to a point;

Thence, South 18 degrees 50 minutes 29 seconds West for a distance of 17.13 feet to a point;

Thence, leaving the western right of way of Red Forbes Road (SR 2106), South 86 degrees 30 minutes 00 seconds West for a distance of 176.51 feet to a point;

Thence, South 32 degrees 10 minutes 00 seconds West for a distance of 15.00 feet to a point;

Thence, South 88 degrees 25 minutes 00 seconds West for a distance of 514.00 feet to a point;

Thence, South 86 degrees 40 minutes 00 seconds West for a distance of 666.00 feet to a point;

Thence, South 83 degrees 45 minutes 00 seconds West for a distance of 222.00 feet to a point;

Thence, North 11 degrees 27 minutes 42 seconds West for a distance of 71.95 feet to a point;

Thence, North 00 degrees 35 minutes 35 seconds West for a distance of 75.87 feet to a point;

Thence, North 07 degrees 25 minutes 06 seconds West for a distance of 56.76 feet to a point;

Thence, North 18 degrees 08 minutes 57 seconds West for a distance of 91.90 feet to a point;

Thence, North 13 degrees 53 minutes 43 seconds West for a distance of 77.72 feet to a point;

Thence, South 86 degrees 30 minutes 00 seconds East for a distance of 136.50 feet to a point;

Thence, North 22 degrees 00 minutes 00 seconds West for a distance of 3.39 feet to a point;

Thence, North 22 degrees 00 minutes 00 seconds West for a distance of 742.61 feet to a point;

Thence, North 03 degrees 20 minutes 00 seconds East for a distance of 134.00 feet to a point;

Thence, North 27 degrees 30 minutes 00 seconds East for a distance of 327.00 feet to a point;
Thence, North 84 degrees 15 minutes 00 seconds East for a distance of 329.00 feet to a point;
Thence, South 67 degrees 00 minutes 00 seconds East for a distance of 138.81 feet to a point;
Thence, South 22 degrees 00 minutes 00 seconds East for a distance of 961.70 feet to a point;
Thence, North 65 degrees 56 minutes 58 seconds East for a distance of 286.98 feet to a point;
Thence, South 19 degrees 33 minutes 14 seconds East for a distance of 262.80 feet to a point;
Thence, North 87 degrees 07 minutes 51 seconds East for a distance of 414.10 feet to a point;
Thence, South 74 degrees 59 minutes 48 seconds East for a distance of 154.33 feet to Point of Beginning.

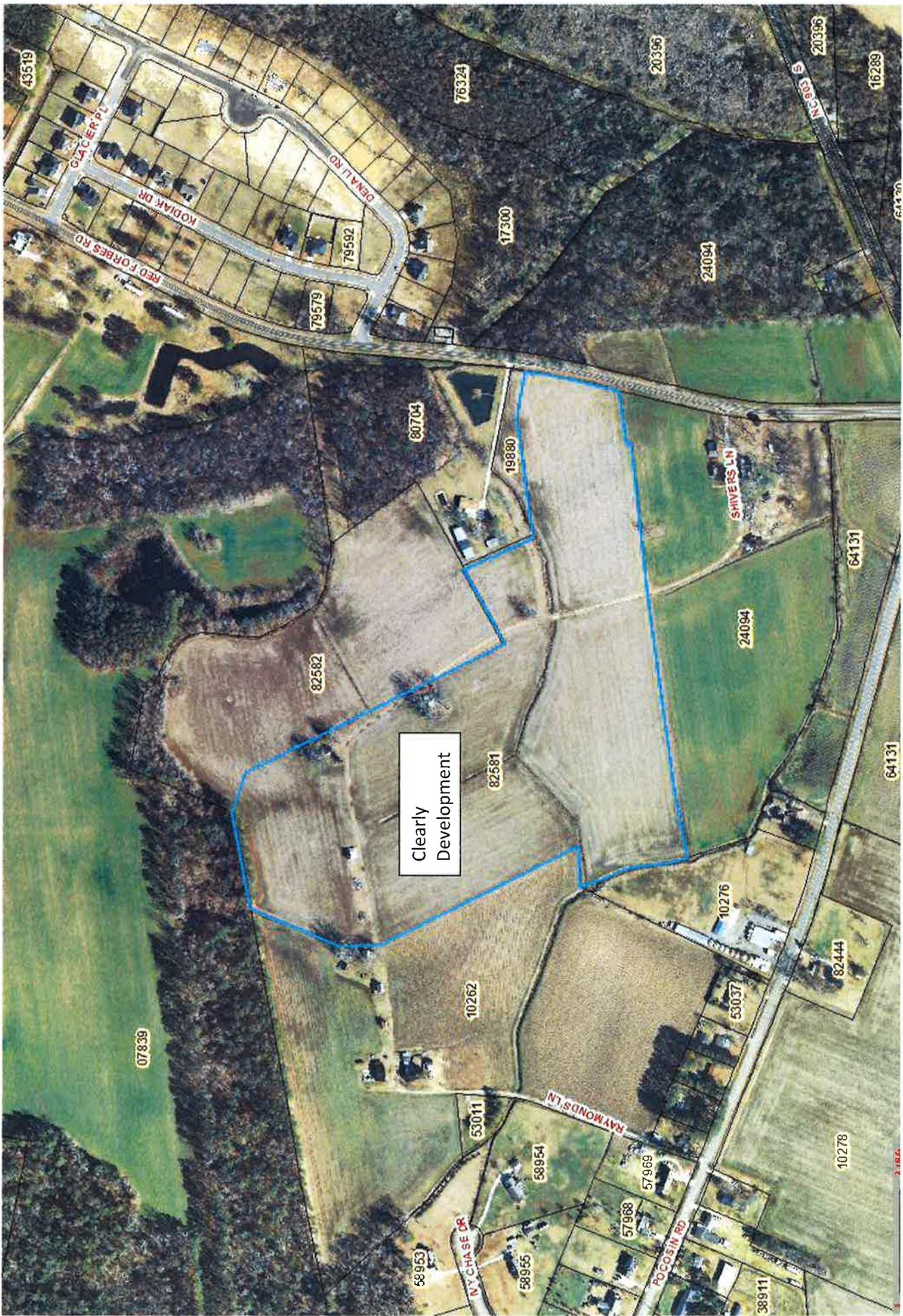
Together with and subject to covenants, easements, and restrictions of record.

Copies of the map and ordinance are on file at the Winterville Town Hall, 2571 Railroad Street, and are available for public inspection during normal working hours Monday through Friday.

On the basis of objections, debate and discussion at the hearing, changes may be made from what has been proposed.

Persons having interest in these matters and desiring to speak either for or against the proposed ordinance are invited to be present and will be given the opportunity to be heard. For further information, contact the Winterville Planning Department at (252) 215-2360.

Block Ad: November 6, 2016



Clearly
Development

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF WINTERVILLE, NORTH CAROLINA**

Clearly Development – Villa Grande Subdivision

WHEREAS, the Town Council has been petitioned under NCGS 160A-58.1 to annex the area described below; and

WHEREAS, the Town Council has, by resolution, directed the Acting Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Acting Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Winterville Town Hall at 7:00 pm on October 10 after due notice was given by publication on September 28, 2016; and

WHEREAS, the Town Council finds that the area described herein meets the standards of NCGS 160A-58.1(b) to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of Town;
- b. No point on the proposed satellite corporate limits is closer to another municipality than to the Town;
- c. The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in NCGS 160A-376, will be fragmented by this proposed annexation;
- e. The area within the proposed satellite corporate limits, when added to the area of all other satellite corporate limits, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town; and

WHEREAS, the Town Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Town Council further finds that the petition is otherwise valid, and that the public health, safety, and welfare of the Town and of the area proposed for annexation will be best served by annexing the area described.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winterville that:

Section 1. By virtue of the authority granted by NCGS 160A-58.2, the following described non-contiguous territory is hereby annexed and made part of the Town of Winterville as of December 1, 2016:

CLEARLY DEVELOPMENT – VILLA GRANDE SUBDIVISION

Beginning at a Point, Said Point being the northeastern most corner of Tract 1 as shown on that certain plat entitled "Survey Shivers-Faulkner Division" dated June 10, 2015 as recorded in Book 79, Page 18 in the Pitt County Register of Deeds.

Thence, from said Point of Beginning, along and with the western right of way of Red Forbes Road (SR 2106), along a curve to the right having a radius of 3254.61 feet, a delta angle of 02 degrees 21 minutes 23 seconds, and an arc length of 305.13 feet, being subtended by a chord of South 16 degrees 09 minutes 20 seconds West for a distance of 305.02 feet to a point;

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Thence, South 19 degrees 33 minutes 14 seconds East for a distance of 262.80 feet to a point;

Thence, North 87 degrees 07 minutes 51 seconds East for a distance of 414.10 feet to a point;

Thence, South 74 degrees 59 minutes 48 seconds East for a distance of 154.33 feet to Point of Beginning.

Section 2. Upon and after December 1, 2016, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Winterville and shall be entitled to the same privileges and benefits as other parts of the Town of Winterville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10.

Section 3. the Mayor of the Town of Winterville shall cause to be recorded in the Office of the Register of Deeds of Pitt County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such map shall also be delivered to the County Board of Elections, as required by NCGS 163-288.1.

Adopted this the 14th day of November, 2016.

Douglas A. Jackson, Mayor

ATTEST:

Amy Parker Barrow, Acting Town Clerk



TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: Shelia Legette

Date: 9/27/2016

Address: Wintervillage Drive

Phone: _____

Town Council Meeting Date Requesting to Provide Comment: _____

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

Thank You! Community IMPACT

Name(s) of Speaker(s):

(1) Shelia Legette

(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.

Dalene Byon
Signature



**Winterville Town Council
September 27, 2016
Council Workshop Session**

The Winterville Town Council met in a Council Workshop Session on the above date at 6:30 PM in the Town Hall Assembly Room, with Mayor Douglas A. Jackson presiding. The meeting was called to order, followed by the invocation by Councilman Tony Moore, which was followed by the pledge of allegiance. The following were present:

Mayor Douglas A. Jackson
Mayor Pro-Tem Mark Smith
Councilman Ronald Cooper, Sr.
Councilwoman Veronica Roberson
Councilman Johnny Moya
Councilman Tony Moore
Terri L. Parker, Town Manager
David Moore, Fire Chief
Amy P. Barrow, Acting Town Clerk

WELCOME: Mayor Jackson welcomed the public.

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

AGENDA ITEMS:

- (1) **Final Plat Brookfield Subdivision, Section 2:** Economic Planner Stephen Penn spoke about Brookfield Section 2, being on the west side of Old Tar, section 2 will have twenty-six (26) lots; 8.844 Acres; R-10 conditional use zoning; electric, water and sewer will all be Winterville. Staff is seeking approval of the Final Plat for Brookfield, Section 2. Councilman Moore questioned whether or not Section 2 would have a berm. Economic Planner Penn stated Section 2 does not have a corner or double fronted lot with a road on each side. Councilman Moore questioned whether you would put a berm between two (2) houses, to which Economic Planner Penn stated no the Town would not require a berm between two (2) houses. Town Manager Parker stated there is usually no public interest in pursuing a berm between two (2) houses. Councilman Moore questioned the size of lots 9, 10 and 11 as being 80 x 126 R-10. Economic Planner Penn stated R-10 is based on 10,000 square foot lots. Mayor Pro-Tem Smith wanted to know if the section of the subdivision the developers are clearing out in the back is part of Phase 2 or will there be a third (3rd) section of the subdivision. Economic Planner Penn stated there would be a third (3rd) section of the subdivision coming before the Council soon, which will be the entire subdivision. Town Manager Parker spoke of a minor alteration to the Preliminary Plat since it has been some-time between the approval of the Preliminary before the Final on Section 3, which Council may receive simultaneously or concurrent with each other asking for approval. Economic Planner Penn stated the Town now owns the wooded lot to the West of

where Section 3 will be located. Mayor Pro-Tem Smith wanted to know what kind of alteration. Town Manager Parker and Economic Planner Penn stated originally on the map there was a cul-de-sac to our open wooded lot and know the developers have proposed a cul-de-sac with a walking trail between the cul-de-sac and the wooded lot owned by the Town in case the Town were to put a park on the wooded lot to allow access for residents. Councilman Moyer questioned whether or not the Town has a plan in place currently to have a park in this location. Economic Planner Penn stated not at this time. **A motion was made by Mayor Pro-Tem Smith and seconded by Councilman Cooper to approve Brookfield Subdivision, Section 2 Final Plat. The motion was carried unanimously.**

- (2) **Fire Department Master Plan:** The next item on the agenda was discussion of the Winterville Fire Department Master Plan. Town Manager Terri L. Parker addressed the Town Council on matters pertaining to the Fire Chief speaking with Council about the Public Protection Classification. Fire Chief David Moore presented and Council members asked various questions.

PUBLIC PROTECTION CLASSIFICATION 15

David Moore, MS
Fire Chief
Town of Winterville
Fire-Rescue-EMS

11/5/2016 WINTERVILLE FIRE-RESCUE-EMS

Outline

- ✓ ISO Overview
- ✓ Snapshot 2006
- ✓ CURRENT SITUATION
- ✓ Risk/Benefit
- ✓ Strategic Plan

11/5/2016 WINTERVILLE FIRE-RESCUE-EMS

GOALS of ISO/PPC

THE OVERALL GOAL OF THE PROGRAM IS TO ATTAIN THE BEST RATING POSSIBLE.

The following objectives are set forth:

- To ensure the best fire protection possible to protect life and property of citizens and firefighters.
- To attain the best Public Protection Classification for homeowners and business owners within the Town of Winterville.

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

WHY DO WE DO WHAT WE DO?

✓ Operations

- Life safety
- Property conservation

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

WHY DO WE DO WHAT WE DO?

✓ Operations

- Life safety
- Property conservation

✓ ISO- Public Protection Classification

- Residential
- Commercial

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

RECEIVING AND HANDLING FIRE ALARMS

✓ Credit For Emergency Reporting	3.00%
✓ Credit For Telecommunicators	4.00%
✓ Credit For Dispatch Circuits	<u>3.00%</u>
Total 10.00%	

The Town of Winterville has no control over these items.

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Fire Department

- ✓ Fire Department
 - Credit for Engine Companies (10.00% Maximum)
 - 3 Engine Companies= 3,500 gpm
 - Maximize credit for hose and small equipment
 - May be accomplished with automatic-aid

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Fire Department

- ✓ Fire Department
 - Ladder Companies. (5.00% Maximum)
 - (5) buildings that are 3-stories, 35' in height, 3,500 gpm NFF or any combination of these factors.
 - May be accomplished with automatic-aid.
 - Reserve Engine/Ladder Companies (2.00% Maximum)

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Fire Department

✓ Fire Department

- Maximize Credit for Pump Capacity By Completing Pump-tests. (5.00%)

11/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Snapshot (2006)

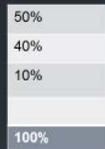
- ✓ (4) Engines
- ✓ (1) Service truck
- ✓ (1) Station
- ✓ 5 Mile district
- ✓ Automatic-aid
- ✓ 60 members

11/5/2016

WINTERVILLE FIRE-RESCUE-EMS

PUBLIC PROTECTION CLASSIFICATION-3 CATEGORIES

- ✓ Fire Department
- ✓ Water supply
- ✓ Receiving and Handling Fire Alarms
- ✓ Divergence



11/5/2016

WINTERVILLE FIRE-RESCUE-EMS

COMPARISON OF INSURANCE PREMIUMS RELATIVE TO ISO PROTECTION CLASSIFICATIONS

ISO CLASS	AGENT 1	AGENT 2	AGENT 3
10	\$470.00	\$514.00	\$585.00
9	\$376.00	\$411.00	\$469.00
8	\$353.00	\$384.00	\$438.00
7	\$318.00	\$347.00	\$394.00
6	\$259.00	\$283.00	\$320.00
5	\$259.00	\$283.00	\$320.00
4	\$259.00	\$283.00	\$320.00
3	\$259.00	\$283.00	\$320.00
2	\$259.00	\$283.00	\$320.00
1	\$259.00	\$283.00	\$320.00

http://www.iso.org/iso23810_classes (WCRS_CLASS_POWERPOINT)

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Summary of Credit

Emergency Communication	2006	Points (Possible)	Points (Received)	Points (Likely)
Emergency Reporting	2	3	2.00	?
Telecommunicators	3	4	1.62	?
Dispatch Circuits	5	3	3.50	?
	7.12	10	7.12	?

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Summary of Credit

Fire Department	2006	Points (Possible)	Points (Received)	Points (Likely)
Engine Company	10	6.0	7.12	?
Reserve Engine Co.	1	0.5	0.6	?
Pump Capacity	5	3.0	5.0	?
Ladder/Service Co.	5	4.0	1.41	?
Reserve Ladder Co	1	0.5	0	?
Deployment Analysis	4	10.0	1.71	?
Personnel	15	15.0	2.05	?
Training	9	9.0	1.17	?
Operational Considerations		2.0		?
	50	50	19.06	?

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Summary of Credit

Water Supply	2006	Points (Possible)	Points (Received)	Points (Likely)
Supply System	35	30	19.63	?
Hydrant Size, Type, & Install	2	3	1.54	?
Hydrant Inspection & Condition	3	7	.56	?
	40	40	21.73	?

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Additional Credit

Community Risk Reduction	2006	Points (Possible)	Points (Received)	Points (Likely)
Fire Prevention Code Adoption & Enforcement	N/A	2.5	N/A	?
Public Fire Education	N/A	2.5	N/A	?
Fire Investigations	N/A	1.1	N/A	?
	N/A	5.5	N/A	?

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

2016-ISO/PPC

Emergency Communication	Points
Emergency Reporting	3
Telecommunicators	4
Dispatch Circuits	3
Total	10

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

2016

Water Supply	Points
Supply System	30
Hydrant Size, Type, & Installation	3
Hydrant Inspection and Condition	7
Total	40

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

2016

Fire Department	Points
Engine Company	6
Reserve Engine Company	.5
Pump Capacity	3
Ladder/Service Company	4
Reserve Ladder/Service Company	.5
Deployment Analysis	10
Personnel	15
Training	9
Operational Considerations	2
Total	50

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Community Risk Reduction

✓ Fire Prevention Code Adoption & Enforcement	2.5
✓ Public Fire Education	2.5
✓ Fire Investigations	<u>1.1</u>
Total Community Risk Points	5.5

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

CURRENT SITUATION

- ✓ Engine companies-10.00%
 - Number of needed engine companies is 3.

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

CURRENT SITUATION

- ✓ Engine companies-10.00%
 - Number of needed engine companies is 3.
- ✓ Pump capacity-5.00%
 - 3,500 gpm

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

CURRENT SITUATION

- ✓ Engine companies-10.00%
 - Number of needed engine companies is 3.
- ✓ Pump capacity-5.00%
 - 3,500 gpm
- ✓ Ladder companies respond to structure calls-5.00%
 - Number of needed ladder companies is 1.

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

CURRENT SITUATION

- ✓ Engine companies-10.00%
 - Number of needed engine companies is 3.
- ✓ Pump capacity-5.00%
 - 3,500 gpm
- ✓ Ladder companies respond to structure calls-5.00%
 - Number of needed ladder companies is 1.
- ✗ Reserve Engine-1.00%
- ✗ Reserve Ladder-1.00%

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

CURRENT SITUATION

- ✓ Company Personnel-15.00%+
 - In 2006, the department only received 2.05% of the possible credit for on-duty strength.
 - Increase and document on-duty strength.

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

CURRENT SITUATION

- ✓ Company Personnel-15.00%+
 - In 2006, the department only received 13% of the possible credit for on-duty strength.
 - Increase and document on-duty strength.
- ✓ Training-9.00%
 - In 2006, the training program received 1.17% of the possible credit for training.
 - Maximize training for each type of membership.

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

CURRENT SITUATION

✓ Hydrants-

- All hydrants should have a 5"+ foot valve, 5"+ barrel, & steamer connection.
- Placement must be adequate-300'.
- Flow should be adequate.
- Hydrants should be tested/inspected twice a year.

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

CURRENT SITUATION

✓ Hydrants-

- All hydrants should have a 5"+ foot valve, 5"+ barrel, & steamer connection.
- Placement must be adequate-300'.
- Flow should be adequate.
- Hydrants should be tested/inspected twice a year.

✓ Distribution

- Should improve

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

CURRENT SITUATION

✓ Personnel-

✓ Right Now we have:

Position	Hours/Week	% of 1 FTE
Fire Chief	40 hours	23.8 %
Part-time Engineer	60 hours	35.7%
Volunteer FF's	102 hours	60.7%
Total	202 hours	120.2%

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Comparison-2015

Position	Hours/Week	% of 1 FTE
Fire Chief	40 hours	23.8 %
Part-time Engineer	60 hours	35.7%
Volunteer FF's	73 hours	43.8%
Total	173 hours	103.3%

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Comparison-2014

Position	Hours/Week	% of 1 FTE
Fire Chief	40 hours	23.8 %
Part-time Engineer	60 hours	35.7%
Volunteer FF's	68 hours	40.8%
Total	168 hours	100.3%

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Training

Category	Hours
Facilities Training	18
Company Training	192
Officers Training	12
HazMat Training	6
Driver/Operator Training	12
New Driver/Operator Training	60
Recruit	240

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Training

Active Personnel	Facilities	Company	HazMat	Driver	Officer	Total
Firefighter	18	192	6			216
Firefighter/Driver	18	192	6	12		228
Officer	18	192	6		12	228
Officer/ Driver	18	192	6	12	12	240

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Training - Equivalents

Category	Points	2006
Training Facilities & Use	3.15	
Company	2.25	
Officer Certification	.54	
Officer Training	.54	
Pre-fire Planning	1.08	
Recruit	.45	
New Driver/Operator	.45	
Established Driver/Operator	.45	
Hazardous Materials	.09	
Total:	9.0	1.17

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Common Issues Effecting Point Values

- ✓ Inadequate apparatus response
- ✓ Inadequate pump capacity
- ✓ Inadequate equipment carried
- ✓ Inadequate hose carried

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Issues Effecting Winterville's Rating

✓Deployment Analysis-

- Engine Company – 1.5 Miles
- Ladder Company – 2.5 Miles

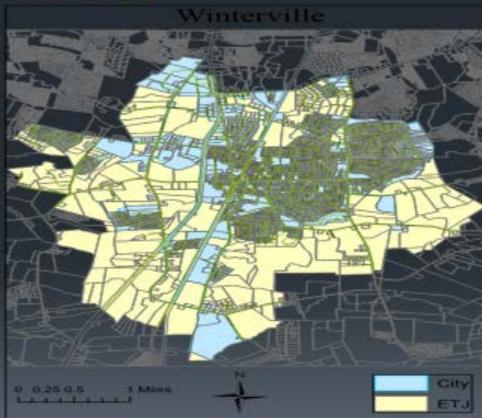
- Number of needed engine companies
 - 240 Second travel time (1st engine)
 - 480 Second travel time (Full Alarm Assignment)

- Personnel
 - On-duty
 - On-call

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

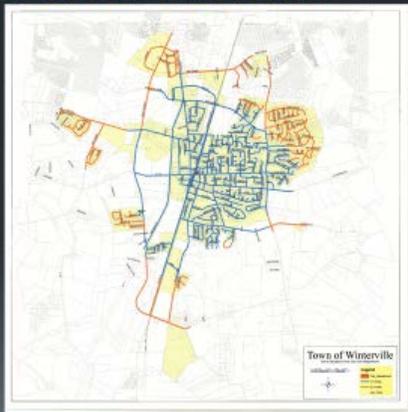
DISTRIBUTION/ DEPLOYMENT ANALYSIS



10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

DISTRIBUTION/ DEPLOYMENT ANALYSIS



10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

✓ Training-16 hours per month

- Facilities (35% = 3.15)
 - Live Fire Training Structure including Smoke Room
 - Drill Tower that is 3-story
 - Training Area that is 2-acres
- Officer-12 hours per year (6% = .54)
 - Certification
 - ✓ Fire Officer I
 - ✓ Chief 101
 - ✓ Classes from approved list

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Training

- ✓ Company Level-192 hours (25% = 2.25)
- ✓ New Driver/Operator-60 hours per year (5% = .45)
- ✓ Existing Driver/Operator-12 hours per year (5% = .45)
- ✓ HazMat-6 hours per year (1% = .09)
- ✓ Recruit- 240 during first year (5% = .45)
- ✓ Pre-fire Planning (12% = 1.0)

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

What Do We Do?

- ✓ **We are not a business!**

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

What Do We Do?

- ✓ We are not a business!
- ✓ **We do not sell a product!**

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

What Do We Do?

- ✓ We are not a business!
- ✓ We do not sell a product!
- ✓ **We DO provide service!**

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

What Do We Do?

- ✓ We are not a business!
- ✓ We do not sell a product!
- ✓ We DO provide service!
- ✓ **We DO save money!**

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Public Protection Classification (ISO) Annual Impact

	Tax Value	Class 6	Class 7
Residential	\$543,486,273	\$287.33	\$353.00
		Difference = \$65.67	
Residents would pay \$356,907.44 (\$101.97 per house) in increased insurance premiums annually if our PPC Rating worsened from 6 to 7			

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Public Protection Classification (ISO) Annual Impact

	Tax Value	Class 6	Class 8
Residential	\$543,486,273	\$287.33	\$391.66
		Difference = \$104.34	
Residents would pay \$567,073.58 (\$162.02 per house) in increased insurance premiums annually if our PPC Rating worsened from 6 to 8			

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Public Protection Classification (ISO) Annual Impact

	Tax Value		
Commercial	\$123,781,851		
Church/School	\$45,955,222		
PCC	\$71,810,765		
Town of Winterville	\$8,284,405		
	\$249,832,243		

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

1ST "STUDY"

- ✓ Hire three fulltime firefighters
- ✓ Hire a Fire Chief

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

2nd "STUDY" (2006)

- ✓ Hire three firefighters
- ✓ Hire a Fire Chief
- ✓ Add an aerial to the fleet

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

3rd STUDY (MASTER PLAN)

- ✓ Performance Evaluations
- ✓ Capital Replacement Plan
- ✓ Skills/ Proficiency evaluation (Annual)
- ✓ Annual review / revision of policy & SOP
- ✓ Formal strategic plan
- ✓ Timely data entry / incident reports
- ✓ Continuous evaluation of staff, automatic-aid departments, & resources
- ✓ Dedicated inspection vehicle

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

3rd STUDY (MASTER PLAN)

- ✓ Formal training program
- ✓ Multi-company drills
- ✓ Training facility
- ✓ Improve public education
- ✓ Review and update fee schedule (Fire Inspections)
- ✓ Consider fee schedule for specialized responses (MVC, HazMat)
- ✓ Department name on the front of the station
- ✓ Improved automatic-aid response
- ✓ Substation

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

WHERE DO WE GO FROM HERE?

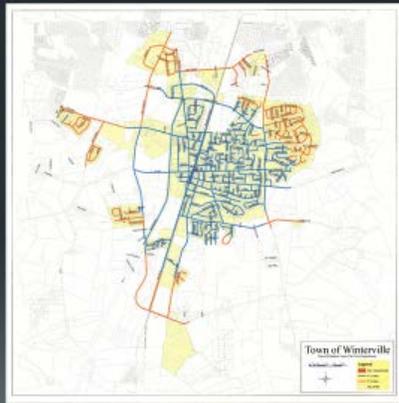
- ✓ FACILITIES
- ✓ APPARATUS & EQUIPMENT
- ✓ PERSONNEL
- ✓ POLICY & PROCEDURES

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Facilities

Substation



10/5/2016

Apparatus & Equipment

- ✓ Aerial apparatus

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Apparatus & Equipment

- ✓ Aerial apparatus
- ✓ Replace fire engine (E-2)

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Apparatus & Equipment

- ✓ Add aerial apparatus
- ✓ Replace fire engine (E-2)
- ✓ Replace two engines in 2021 (E-1, S-1)

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Apparatus & Equipment

- ✓ Add aerial apparatus
- ✓ Replace fire engine (E-2)
- ✓ Replace two engines in 2021 (E-1, S-1)
- ✓ **All high-value equipment should be place on a capital replacement plan**
 - SCBA
 - Turnout gear
 - Thermal imaging cameras
 - Technical rescue equipment

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Personnel

- ✓ **First out crew**
 - Staff at least (1) position on a 24-hour basis (4 FTE)
 - Ensure a complete crew (3) with part-time staff and volunteers with incentives.

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Personnel

- ✓ **First out crew**
 - Staff at least (1) position on a 24-hour basis (4 FTE)
 - Ensure a complete crew (3) with part-time staff and volunteers with incentives.
- ✓ **Increase fire inspection hours to 30 hours per week**
 - Inspections
 - Plan review
 - Public education
 - Public perception

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

PUBLIC PROTECTION CLASSIFICATION-3 CATEGORIES

- ✓ Fire Department
- ✓ Water supply
- ✓ Receiving and Handling Fire Alarms
- ✓ Community Risk Reduction

50%
40%
10%
5.5%
100%

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

FIRE DEPARTMENT

- ✓ Engine Companies 6.00%
- ✓ Reserve Engines .50%
- ✓ Pump Capacity 3.00%
- ✓ Ladder Companies 4.00%
- ✓ Reserve ladder Companies .50%
- ✓ Distribution 10.00%
- ✓ Company Personnel 15.00%
- ✓ Operational Considerations 2.00%
- ✓ Training 9.00%

TOTAL 50.00%

10/5/2016

WINTERVILLE FIRE-RESCUE-EMS

Direction



10/5/2016

WINTERVILLE FIRE-RESCUE-EMS



- **Goals:** Chief David Moore stated the goal of the Fire Department and the ISO Schedule is mostly to protect life and property. Also, to provide the best protection and save the property owner as much as possible. ISO Public Protection Classification deals with properties that are Residential or Commercial; Residential Ratings improve down to a class 6 rating, while Commercial Ratings improve all the way down to a class 1 rating. 2006 three categories that the Fire Department was rated on Fire Alarms and Communications total of 10 points; Fire Department broken up into a few categories for a total of fifty (50) points in the Fire Department; ISO Schedule is based on a hundred (100) point scale so every 10 points you improve; your rating improves by one grade.
- **Rural Association Mutual Aid Agreement:** Councilman Moore wanted to know if the Fire Department has received an agreement with the Rural Association at this time. Chief Moore responded that the Fire Department has not yet received an agreement; however, hopes an agreement is in the works. Town Manager Parker stated things have improved with the Rural Fire Association.
- **Maximum Nights Agreement:** Chief Moore continued with Personnel is unlimited, the Station can gain a lot of credit from personnel. Councilman Moore discussed an agreement that was put in place for a maximum number of nights for volunteer firemen to stay only five (5) nights in a row; if this item is changed to allow seven (7) nights in a row or continuous how will that affect the rating. Chief Moore stated if we did not have that limit and could market no limit, this would possibly help the rating.
- **ISO Rating:** Chief Moore continued with his presentation stating the category for training is a 9-point category and the Fire Department only received partial credit in 2006, which was only two (2) points. Water Supply is the second (2nd) largest category. For the 2006 Snapshot there is a correction in the number of Fire Engines from four (4) engines to three (3) engines in the presentation; a 5-mile district that was expanded to a 6-mile radius; Automatic-aid set up with three (3) different departments; with 60 volunteer members. Councilman Moyer wanted to know if this study was prior to the Rural Fire Department Split. Chief Moore stated yes, the split with Rural happened in 2009.

- Chief Moore gave a recap of the percentages available in each category: 50% for the Fire Department Category; 40% for Water Supply Category; 10% for Receiving and Handling Fire Alarms.
- **Radio System:** Councilman Moore asked Chief Moore to explain about the new radio system; how does this affect the Town since the Town purchased \$280,000 worth of new radios about three (3) years ago. Chief Moore stated the Fire Department spent about \$15,000 on pagers that needed to be upgraded to the Minitor 5; the project that is going on now, originally there were several towers that were cut out and the County is going back and reinstalling those towers, adding four (4) sites. Councilman Moore questioned if the Town had a tower on the building. Chief Moore stated no the Town did not have a tower on the building. Councilman Moore wanted to know if it would help the Town if there were a tower on the building. Chief Moore stated it would; however, the Town cannot just add a tower, as the towers have to be synchronized and the County studied the coverage to see where the towers would synch with one another; there will be one in Ayden and one close to the Town behind Wintergreen School, which is better than most other departments.
- **Rating Scale:** Councilman Moyer questioned the 2006 Study with the Fire Department Category limit of 50% and the Town only received 19.06% even though there were two (2) Fire Departments (with the Rural Fire Department and the Town joined together). Chief Moore stated that information was further along in the presentation.
 - o Town Manager Parker wanted to remind Council that the 10% for Receiving and Handling Fire Alarms is not controlled by the Town. Chief Moore agreed and mentioned the County will be adding some additional 911 dispatchers in the new budget year, not sure how that will affect the score; Water Supply the Town has completed some pretty large projects in Town that should help with this score; Divergence the Fire Department Category graded out at Class 7 and the Water Supply graded out at a Class 5, since there is such a gap in between the Town lost 3.24 points; this is how the Public Protection Classification Schedule trues up the gap between the two (2) categories.
- **Insurance Ratings:** Chief Moore continued with his presentation discussing OFSM will get quotes from three (3) different agents on \$100,000 for each grade. Councilman Moore asked how many Fire Departments in the County are at a Class 6. Chief Moore stated about a third (1/3); just starting a new Grading cycle, Farmville is currently being graded now, Grifton shortly, Eastern Pines and Red Oak received a Class 5. Town Manager Parker wanted to verify the class grading process. Chief Moore explained that a class ten (10) is unprotected down to a six (6) residential rates increase; commercial rates increase from a ten (10) all the way to a one (1).
- **Personnel:** Councilman Moore wanted to know why the number for personnel was so low 2.05% out of 15 even with sixty (60) people. Chief Moore stated if you have a person, paid or volunteer, in the station the department receives a full point; person coming from home or work the department receives .021% credit.

- **Training:** Councilman Moore questioned training receiving a low score even though Winterville's Department usually requires more training than required. Chief Moore agreed Winterville does require more training; however, documentation and reports are required. Councilman Moore asked when the last time Fire had a clerical staff member. Chief Moore and Town Manager Parker both recalled 2013-14 FY.
- **Community Risk Reduction:** Chief Moore community risk reduction is extra credit 5.5 points; public information is labor intensive, currently fire inspections are fifteen (15) hours a week divided by two (2) days a week and plan reviews. Public Fire Education is the key.
 - o **Fire Engines:** Chief Moore stated we have three (3) engine companies in service and one (1) is a reserve, which is a 1994 model. Councilman Moore questioned the ages of the other two (2) engines. Chief Moore responded both are 2006 models.
 - o **Pump Capacity:** Chief Moore pump capacity is graded at 3500 against; Winterville Fire has a large number of occupancies that grade out at 4500 and some that go up to 8,000 gallons per minute only accountable for 3500.
 - o **Ladder Company:** Chief Moore continued with one ladder company needed in Town; Reserve Engine and Reserve Ladder Winterville received partial credit last time. Town Manager Parker questioned whether or not mutual aid would off-set any of those requirements. Chief Moore was unsure, as it depends on how far away and the grading received by the Mutual Aid Unit.
 - o **Personnel:** On-Duty strength having the people and documenting that they are there. Training has increased. Facilities, training room, etc. Mayor Pro-Tem Smith asked how many hours of training were required in 2006 and now. Chief Moore stated in 2006 36 hours of training and currently require 48 hours of training.
 - o **Hydrants:** Chief Moore hydrants placement must be adequate in commercial occupancies should be every 300 feet; separate from Fire Code and ISO. Should be testing once a year and inspected once a year. 500 fire hydrants first 6 months to get the hydrants tested and the other 6 months the Fire Department try to use the Public Works Department doing maintenance to document inspections; private hydrant have tested by an outside agent or the Town. Councilman Moye asked if the State would send anyone here to test the hydrants. Chief Moore stated that the Town documents the testing and when the ISO inspectors come random hydrants will be selected at random for ISO to test; distribution should improve, as the district is condensed and more widely covered with fire hydrants, as well as, covered by the mile and a half engine company response
- **Personnel:** Chief Moore began talking about the personnel currently on staff and the total hours combined in 2016 about 202 per week equivalent of 120% of one full time person at 168 hours. Currently on staff Chief Moore at 40 hours a week, part-time engineers combined 60 hours a week 7am – 7pm Monday – Friday.
 - o **Inspections:** Councilman Moore wanted to know how many hours should inspections be increased in a week. Chief Moore stated, honestly inspections should be full-time four days a week to cover public education. Councilman

Moore reiterated a *minimum* number of hours for Inspections. Chief Moore stated 24 hours or three (3) full days.

- **Volunteer/Part-time:** Councilman Moyer questioned the volunteer hours worked and the part-time hours worked comparable to volunteers at 102 and part-time at 60 hours. Chief Moore stated the volunteers usually only come in when there is a call. Councilman Moore asked about the pay for volunteers per response. Chief Moore volunteer member responds to 20% of the calls in a month, the volunteer will receive paper call pay, sliding scale based on number of calls and responses; also receive \$5.00 for every three (3) hours at the station. Have not gaged the impact of this currently since it just started in July.
- **Assistant Fire Chief:** Councilman Moore wanted to know how much an Assistant Fire Chief salary would cost the Fire Department. Chief Moore guessed an amount of \$55,000 or \$60,000 and Town Manager Parker stated staff would have to look that information up and get back with Council.
- **Job Duties:** Councilman Moyer wanted to know if the volunteer firefighters and engineers work together have the same qualifications since all work together on the same items. Chief Moore stated it depended on if it is an engineer driving a truck, a firefighter, or a new recruit; depends on what the person's roll in the department may be; all part-time are engineers.
- **Clerical Position:** Councilman Moore wanted to know how many hours the department would use a clerical position. Chief Moore stated any would be better than what the department currently has on staff. Town Manager Parker spoke up with twenty (20) hours a week is part-time.
- **Part-time Pay:** Councilman Moyer asked Chief Moore if all of the part-time engineers are paid the same amount. Chief Moore responded that some part-time received cost of living raises, some have been here longer and are paid more; average pay is \$16 an hour. Councilman Moyer questioned how many hours a week do the part-time engineers work. Chief Moore responded that the hours averaged out to about 20 hours a week for all part-time. Town Manager Parker intervned that we are looking for additional fill-in part-time employees.
- **Deployment:** Councilman Moyer wanted to know if we had another station 1.5 miles from the main station would that help the rating. Chief Moore informed Councilman Moyer that there is a map that would show it would improve the rating. Chief Moore explained the map; lines in blue are the town limits; yellow is the ETJ, streets that are blue we can reach within a mile and a half (1.5) with the fire engine; if the fire department had a ladder (orange is ladder district) the reach would be two and a half miles (2.5 miles); question is do we need a substation in town – yes; the department is perfectly centered in Town so where would you build a new station. Depends on the growth of the Town, which direction the new station would need to be located.
- **Training:** no questions.
- **Fire Department Services:** Chief Moore continued with the presentation stating the Fire Department is not a business; however, supplies a lot of services for free including installation of smoke detectors; saving residents on home owners

insurance premiums by having a class 6 rating. Residential property values in the Town limits \$543 million; for a \$100,000 house with a class 6 rating average savings is \$65.67 between a class 6 rating and a class 7 rating; Commercial property improve down to a class 1, ISO does not get insurance quotes on commercial property since there are many factors involved with each property. Residential property improves down to a class 6.

- **Studies:** Chief Moore discussed the needs of the department from each study.
 - o **Fire Engine** - Councilman Moore had a question about the current fire engine that needs to be replaced age being a 1994 model and whether we could sell the fire engine to assist with the new purchase. Chief Moore disagreed commenting that in good consciousness the department would be unable to sell the unit knowing the problems with the unit; also, the fire engine would be worth more to the department keeping as a back-up unit for the ratings. Scheduled to replace two (2) trucks in 2021.
 - **Councilman Moyer** wanted more detail about the ladder engine. Chief Moore explained that the ladder engine has 95' to 100' in length ladder around here the ladder engine has a fire pump, which gives you the credit of a fire engine; must be at least 76' in length to be considered an aerial device. Councilman Cooper wanted to know how much an aerial unit would cost the Town without any equipment. Chief Moore stated the department received a quote for \$920,000. Councilman Cooper questioned how long it would take for a truck to arrive if ordered tomorrow. Chief Moore stated it would take ten (10) months to receive the truck. Town Manager Parker informed the Council that length of time was for a new truck. Chief Moore added there may be a demo. Councilman Cooper asked about the units to be purchased in 2021 how much would it cost to replace. Chief Moore spoke about two (2) engines recently purchased by other entities costing \$565,000 and \$800,000. Chief Moore also stated if the Town purchased the aerial truck it would serve as an aerial and an engine truck.
 - o **Equipment** – all high value equipment should be placed on a capital replacement plan. Currently the department replaces SCBA units, almost \$6,000 on an air pack, on a ten (10) year cycle; turn out gear, \$2,500 a set, on a five (5) year cycle; due to replace fifteen (15) turn-out sets, standard the turn out gear expires; thermal imaging technology is around \$9,500 now.
- **Nightly Agreement** – Councilman Moore asked the Town Manager about changing the number of nights a firefighter could stay at the station, as that would be a no cost item and would assist with having personnel in the station. Town Manager Parker told the Council that would be the Council's decision to make. Councilman Moyer stated there would need to be some qualifications that would need to be met by the firefighter to stay at the station. Chief Moore stated there is a policy in place currently defining the qualifications necessary to fill one of the seats on the truck. Councilman Moore how many beds are in the station. Chief Moore station has eight (8) beds and usually only fill two (2) beds at night. Councilman Moore stated every person in the house would give us credit with the ISO. Town Manager Parker wanted to

reiterate that an agreement would need to be in place. Councilwoman Roberson questioned if the volunteer would be on duty 24/7 while staying in the fire station. Chief Moore commented the volunteer would be on duty when scheduled to be on duty. Councilman Moore wanted to know what the Council's thoughts are on changing the agreement. Councilwoman Roberson was concerned about the volunteer not having any down time or privacy while living at the fire station. Mayor Pro-Tem Smith also had some concerns about changing the agreement, since the agreement was put in place for a reason to no longer allow members to stay in the station seven (7) nights a week.

- **Aerial Truck** – Town Manager Parker wanted to verify that an aerial truck would fit in the station. Chief Moore agreed that an aerial truck would fit in the station as the station was built higher to eliminate flooding. Councilman Moyer questioned how many firemen would be needed to man the aerial truck. Chief Moore stated typically four (4), will be manned predominately with volunteer firemen. Councilman Moore questioned a recent purchase of an aerial from another station. Chief Moore said \$750,000 for a 100' ladder and it was a 2009 or 2010 model. Equipment would be about \$100,000 with the bulk of that price being radios (\$4,000) and air packs (\$6,000). Councilman Moyer asked if some of the equipment from the old truck could be used on the new truck. Chief Moore explained that some of the equipment could be used; however, Engine #2 is a small engine and does not have a lot of equipment.

Following discussion, motions were made as follows.

- **A motion was made by Councilman Moyer suggesting Town Manager Parker and Chief Moore discuss an agreement or policy to allow a volunteer fireman to stay in the station seven (7) nights a week to bring back before the Council in November and seconded by Councilman Moore. The motion was carried unanimously.**
- **A motion was made by Councilman Moore to have the Town Manager bring some numbers back to the Council for the cost to increase inspection hours from 15 to 20 hours a week and seconded by Mayor Pro-Tem Smith. The motion carried unanimously.**
- **Councilman Moore directed staff to bring a cost estimate for a 24-hour engineer position back before the Council for consideration.**
- **Mayor Pro-Tem Smith wanted staff to look into bringing the Council information on implementing a motor vehicle accident fee and what the Town may charge to gain revenues.**
- **A motion was made by Councilman Moyer for the Town Council to schedule a meeting with the Rural Fire Department to discuss joining the Fire Departments together again and was seconded by Councilwoman Roberson. Motion carried 4-1 vote Mayor Pro-Tem Smith not in favor.** (Town Manager Parker will reach out verbally to the Rural Fire Department and follow-up in writing) (Mayor Pro-Tem told the Council the flip-flopping back and forth was not what the Winterville Fire Department wants

and feels speaking with the Rural Department is unfair to the Winterville Fire Department) (Councilman Moye wanted to let the Fire Department know that reaching out to the Rural Fire Department is not to disrespect the department; however, only to try to do what is best for the community.)

- **Councilman Moore asked staff to price a truck for next year's budget process.** (Chief Moore requested to proceed with getting the spec information at this time, as the process may take six (6) months)
- **Councilwoman Roberson directed staff to bring a cost estimate for a part-time clerical position in the Fire Department.** (possibly check with Mid-East program for a clerical position along with surrounding Colleges)
- **Councilman Cooper wanted the Council and Staff to stop putting off items from the Study and start making decisions.**

ADJOURN: Having no further business to come before the Council the meeting adjourned. A motion was made by Councilman Moore, seconded by Councilman Moye. Motion carried unanimously.

Adopted this the 14th day of November, 2016.

Douglas A. Jackson, Mayor

ATTEST:

Amy P. Barrow, Acting Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 14, 2016

Presenter: Stephen, Economic Development
Planner, Terri L. Parker, Town Manager

Item to be Considered

Subject: Schedule a Public Hearing for the Church of the Open Door for December 12, 2016.

Action Requested: Set a Date for the Public Hearing

Attachments: N/A.

Prepared By: Stephen Penn, Economic Development Planner

Date: 9/27/2016

ABSTRACT ROUTING:

TC

FD

TM 10/6/2016

Final 10/6/2016

Supporting Documentation

Location: 4584 Reedy Branch Rd.

Site Contains: 32.24 Acres.

Budgetary Impact: TBD.

Recommendation: N/A



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 14, 2016

Presenter: Stephen, Economic Development Planner, Terri L. Parker, Town Manager

Item to be Considered

Subject: Schedule a Public Hearing on the annexation petition of Laurie Meadows, Phase 3 for December 12, 2016.

Action Requested: Set a date for the Public Hearing.

Attachments: N/A.

Prepared By: Stephen Penn, Economic Development Planner

Date: 9/27/2016

ABSTRACT ROUTING:

TC

FD

TM 10/6/2016

Final 10/6/2016

Supporting Documentation

Laurie Meadows is a subdivision located off of Laurie Ellis Rd.

Laurie Meadows Phase 3 will consist of 33 lots on three existing parcels:

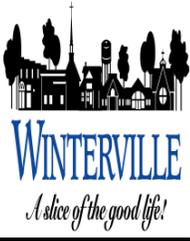
Parcel # 82118 (5.16 acres)

Parcel # 22753 (7.60 acres)

Parcel #36357 (1.48 acres)

Budgetary Impact: TBD

Recommendation: N/A



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 14, 2016

Presenter: Stephen, Economic Development
Planner

Item to be Considered

Subject: Brookfield Sections 2 & 3 Preliminary Plat – approval of minor alterations.

Action Requested: Approval of modified preliminary plat.

Attachments: Maps will be handed to Mayor and Council.

Prepared By: Stephen Penn, Economic Development Planner

Date: 9/27/2016

ABSTRACT ROUTING:

TC

FD

TM 10/6/2016

Final 10/6/2016

Supporting Documentation

Brookfield is a subdivision located off of Old Tar Road. Sections 2 & 3. Will add 49 lots on 17.773 Acres.

R-10 Conditional Use District: Conditions: 1) All homes shall have a minimum of 1,525 sq. ft. of heated space; 2) All homes shall have combination brick and vinyl fronts.

Change made from 1/23/2008 Preliminary Plat: (Section 3 Shows the alterations)

Alterations on lots 30, 27, 26 and 25. (Lots 29 and 28 were removed due to the lack of space as the result to the Riparian buffer).

The original Preliminary Plat showed a road stubbed out to the western parcel that was owned by Rosewood Farms LLC. The newly altered preliminary plat removed the stubbed road to 1.60-acre parcel that is now owned by the Town of Winterville. A cul-de-sac is proposed instead. A pedestrian access easement is proposed between lots 26 and 27 to provide access to the Town owned parcel.

Budgetary Impact: N/A

Recommendation: N/A



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 14, 2016

Presenter: Stephen, Economic Development
Planner

Item to be Considered

Subject: Receive Petition requesting annexation of the Reedy Branch Mini-Storage's additions on Parcel # 81736 and adopt a resolution directing the Town Clerk to investigate the sufficiency of the petition.

Action Requested: Receive Petition and Adopt Resolution.

Attachments: Map and Petition; Resolution will be handed out at the meeting.

Prepared By: Stephen Penn, Economic Development Planner

Date: 9/28/2016

ABSTRACT ROUTING:

TC

FD

TM 10/6/2016

Final 10/6/2016

Supporting Documentation

The Town has received a petition requesting annexation of the back parcel (Parcel # 81736) of the Reedy Branch Mini-Storage. The subject property is located on Reedy Branch Road (see attached map). The first required step in the annexation process is for the Town Council to adopt a resolution directing the Town Clerk to investigate the sufficiency of the petition.

Budgetary Impact: TBD.

Recommendation: Adopt Resolution Directing the Town Clerk to Investigate the Sufficiency of the Petition.

PETITION REQUESTING ANNEXATION

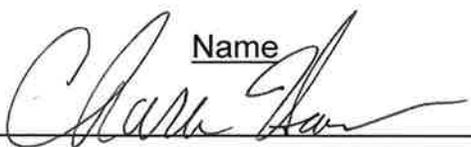
Date: September 27, 2016

TO THE BOARD OF ALDERMEN OF THE TOWN OF WINTERVILLE

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are described as follows:

Description

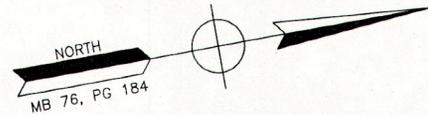
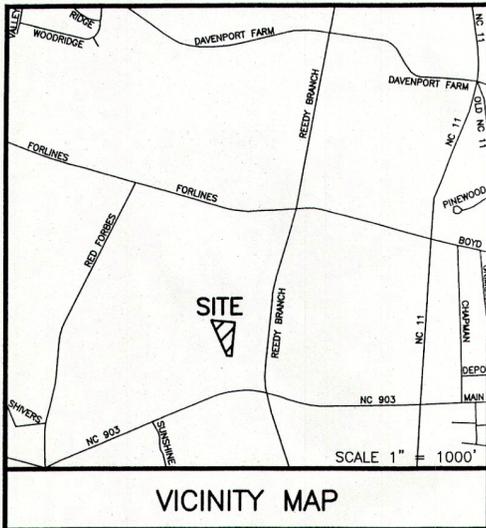
Being 1.392 acres, known as Lot 8A, West Winterville Industrial Park, located off the western right-of-way of NCSR 1131 (Reedy Branch Road) as described in e-mailed legal description.

<hr/> <p style="text-align: center;"><u>Name</u></p>  <hr/>	<hr/> <p style="text-align: center;"><u>Address</u></p> <hr/>
<p><u>Tram Investments, Inc.</u></p>	<p><u>P.O. Box 1178, Winterville, NC 28590</u></p>

**LEGAL DESCRIPTION OF PROPERTY TO BE
ANNEXED INTO THE TOWN OF WINTERVILLE
REEDY BRANCH MINI-STORAGE
WINTERVILLE TOWNSHIP, PITT, NC
SEPTEMBER 26, 2016**

Beginning at a point at the southwestern corner of Lot 8, West Winterville Industrial Park, as recorded in Map Book 76 Page 184 of the Pitt County Register of Deeds, said point being located N 02°48'07" E 649.15'(chord) and N 80°35'49" W 396.77' from an existing P.K. Nail located at the centerline intersection of NC Hwy 903 and NCSR 1131 (Reedy Branch Road). From the above described beginning, so located, running thence as follows:

N 80°35'49" W 50.38' to a point, thence N 19°29'58" W 438.48' to a point, thence S 79°38'38" W 268.65' to an existing iron pipe, thence S 10°21'22" W 379.44' to the point of beginning containing 1.392 acres and being a portion of the property described in Deed Book 3131, Page 314 of the Pitt County Register of Deeds.



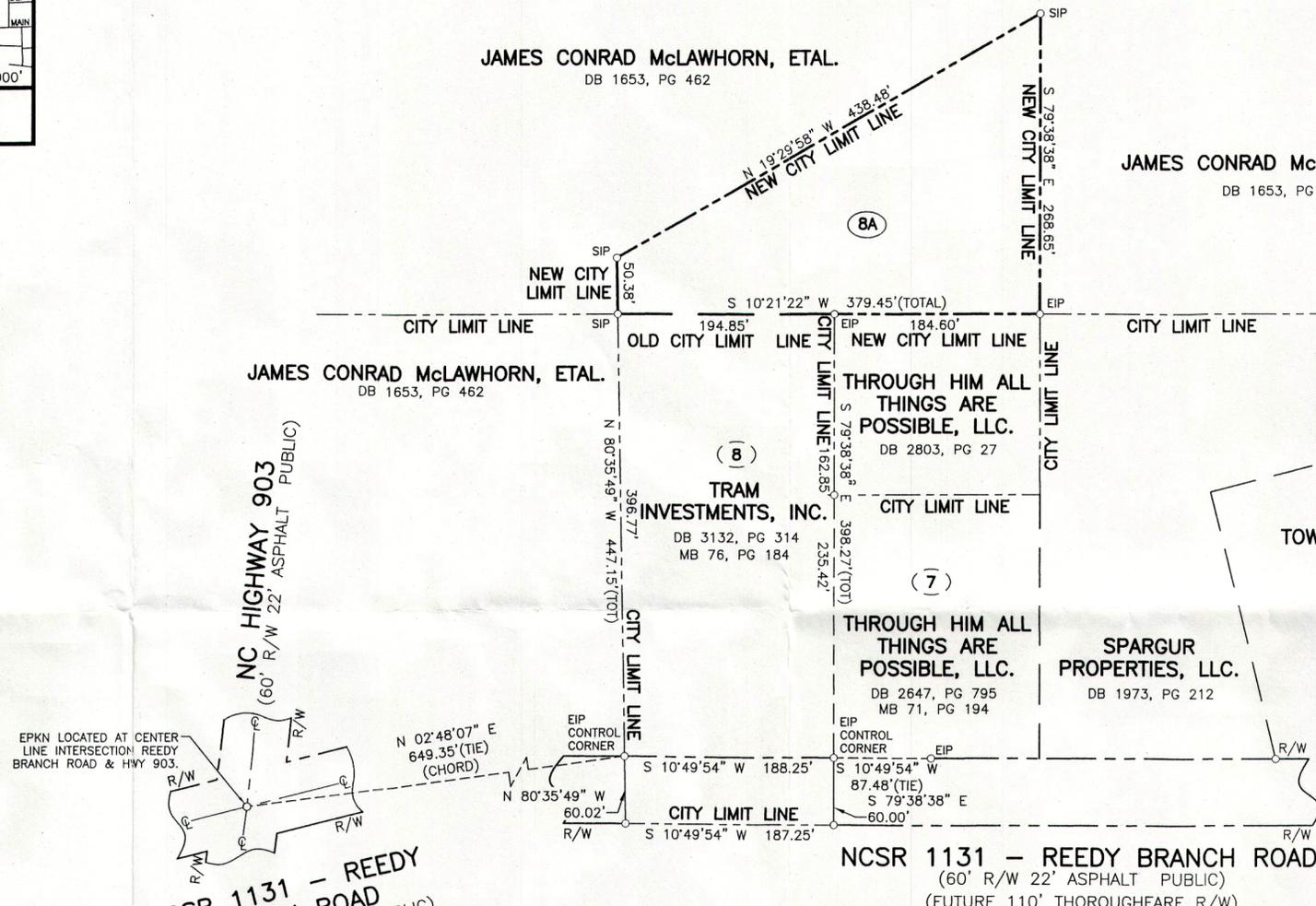
STATE OF NORTH CAROLINA
COUNTY OF PITT

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

DATE _____

REVIEW OFFICER _____

Y:\DRAWINGS\13-036 ANNEXATION MAP.dwg Mon, Sep 26, 2016 - 4:50pm BALDWIN-06

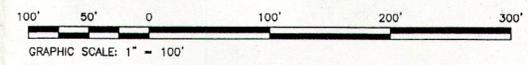


LINE LEGEND

OLD CITY LIMIT LINE	---
NEW CITY LIMIT LINE	- - - -
CITY LIMIT LINE	---



OWNER: TRAM INVESTMENTS, INC.
ADDRESS: 301 HACKNEY AVENUE
WASHINGTON, NC 27889
PHONE: (252) 531-0690



PARCEL #81736
TAX MAP #4675-01-8853

CERTIFICATION

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

WITNESS MY HAND AND SEAL THIS 22nd DAY OF SEPTEMBER, 2016.

MICHAEL WEST BALDWIN, PLS L-3082



LEGEND

EIS	= EXISTING IRON STAKE
SIP	= SET IRON PIPE
R/W	= RIGHT-OF-WAY
CL	= CENTERLINE
NPS	= NO POINT SET
CH	= CHORD
L	= LENGTH
R	= RADIUS
B/B	= BACK OF CURB TO BACK OF CURB
PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
TOT	= TOTAL
- - -	= NOT TO SCALE

GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS OF A SURVEY THAT IS OF ANOTHER CATEGORY.
3. REFERENCE: A PROPERTY AS SHOWN ON MAP BOOK 76, PAGE 184 OF THE PITT COUNTY REGISTER OF DEEDS.
4. IRON PIPES TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

MAP SHOWING AREA ANNEXED BY
TOWN OF WINTERVILLE, N.C.

1.392 AC.
AREA

ORDINANCE NO. _____

ACCEPTED FOR THE TOWN OF WINTERVILLE

MAYOR _____ DATE _____

ANNEXATION MAP FOR
REEDY BRANCH MINI-STORAGE

LOT 8A, WEST WINTERVILLE INDUSTRIAL PARK

REFERENCE: A PORTION OF DEED BOOK 3132 PAGE 314 OF THE PITT COUNTY REGISTER OF DEEDS.

WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858	LICENSE # C-3498	SURVEYED: N/A	APPROVED: MWB
		DRAWN: JGG/PAP/JBE	DATE: 09/22/2016
		CHECKED: MWB	SCALE: 1" = 100'



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 14, 2016
Presenter: Ben Williams, Assistant Town
Manager

Item to be Considered

Subject: Elevated Water Tank Rehabilitation

Action Requested: Adoption of Resolution Accepting Loan Offer

Attachments: Loan Offer from NCDEQ-DWI and Resolution of Acceptance

Prepared By: Ben Williams, Assistant Town Manager

Date: 11/2/2016

ABSTRACT ROUTING:

TC

FD

TM 11/9/2016

Final 11/9/2016

Supporting Documentation

The Town applied for funding assistance for the rehabilitation of the elevated water storage tank and minor distribution waterline improvements. The NC Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) reviewed the funding application and approved the Town of Winterville for a 20-year loan in the amount of \$723,400 with an interest rate of 1.53%. The Town is responsible for providing a 2% closing fee (\$14,468).

Budgetary Impact: 2% closing fee (\$14,468) and annual Principal & Interest (P&I) payment.

Recommendation: Adopt Resolution Accepting Loan Offer

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible, drinking-water system owners in financing the cost of construction for eligible, drinking-water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$723,400 for the construction of an Elevated Storage Tank Rehabilitation, Water Distribution Line Improvements, and a Generator hereafter referred to as the "Project"; and

WHEREAS, the Town of Winterville intends to construct said Project in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINTERVILLE:

That Town of Winterville does hereby accept the Drinking Water State Revolving Fund (DWSRF) Loan offer in the amount of \$723,400; and

That the Town of Winterville does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's funding offer, awarded in the form of DWSRF Loan; and

That Terri L. Parker, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information, as the appropriate State agency may request, in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

That the Town of Winterville has complied substantially or will comply substantially with all Federal, State and local laws, rules, regulations, and ordinances applicable to the Project, and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of November, 2016 at Winterville, North Carolina.

(Signature of Chief Executive Officer)

(Date)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Winterville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the acceptance of grant offer from the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council of the Town of Winterville duly held on the 14th day of November, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of November, 2016.

(Signature of Recording Officer)

(Title of Recording Officer)



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 14, 2016
Presenter: Ben Williams, Assistant Town Manager

Item to be Considered

Subject: Sewer – Asset Inventory and Assessment

Action Requested: Adoption of Resolution Accepting Grant Offer

Attachments: Grant Offer from NCDEQ-DWI and Resolution of Acceptance

Prepared By: Ben Williams, Assistant Town Manager

Date: 10/6/2016

ABSTRACT ROUTING:

TC

FD

TM 11/9/2016

Final 11/9/2016

Supporting Documentation

In Spring of 2016, the Town applied for funding assistance for the development of a Sanitary Sewer Collection System Asset Inventory and Assessment. The NC Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) reviewed the funding application and approved the Town of Winterville for grant assistance in the amount of \$150,000. The Town is committed to providing a 20% local match (\$30,000).

Budgetary Impact: Local match of \$30,000

Recommendation: Adopt Resolution Accepting Grant Offer

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a Grant in the amount of \$150,000 for a Sanitary Sewer Collection System Asset Inventory and Assessment, and

WHEREAS, the Town of Winterville intends to conduct said project in accordance with the project scope,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINTERVILLE:

That the Town of Winterville does hereby accept the Grant offer of \$150,000.

That the Town of Winterville does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the grant offer, Section II - Assurances will be adhered to.

That Terri L. Parker, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Town of Winterville has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of November, 2016 at Winterville, North Carolina.

(Signature of Chief Executive Officer)

Mayor

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Winterville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the acceptance of grant offer from the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council of the Town of Winterville duly held on the 14th day of November, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of November, 2016.

(Signature of Recording Officer)

(Title of Recording Officer)

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

State Loan or Grant Offer and Acceptance

This Offer must be accepted, if at all, within forty-five (45) days of receipt.
This Offer is made subject to the attached Standard Conditions and Assurances

Legal Name and Address of Award Recipient

Town of Winterville
2571 Railroad Street
Winterville, North Carolina 28590

Funding Program

Drinking Water Wastewater
 State Revolving Fund (SRF)
 State Reserve Loan (SRL)
 State Emergency Loan (SEL)
 State Reserve Grant (SRG)
 Asset Inventory and Assessment Grant
 Merger Regionalization Feasibility Grant

State Project Number: E-AIA-W-16-0010

Project Description:

Asset Inventory and Assessment Project

Total Financial Assistance Offer: **\$ 150,000**

**Match Percentage
(includes 1.5% Grant Fee):** 20%

1.5% Grant Fee: \$2,250

Pursuant to North Carolina General Statute 159G:

- The recipient is eligible under State law,
- The project is eligible under State law, and
- The project has been ranked and determined by the State Water Infrastructure Authority to be eligible to receive a grant,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

..... Signature Date
--------------------	---------------

On Behalf of:

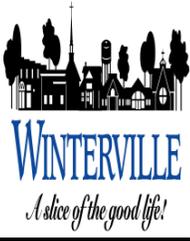
Name of Representative in Resolution: _____
 Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE RECIPIENT'S GOVERNING BODY, do hereby accept this State Grant offer and accept the conditions.

..... Signature Date
--------------------	---------------

STANDARD CONDITIONS FOR ASSET INVENTORY AND ASSESSMENT GRANTS

1. The recipient acknowledges that no disbursements will be made until the grant fee has been received by the Division of Water Infrastructure.
2. The recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
3. The required grant match must be documented to receive the full amount of this financial assistance offer. The grant match is a percentage of the financial assistance offer amount.
4. All funds provided pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The recipient will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the grant recipient is expected to uphold its contract obligations regarding timely payment.
5. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and subject to the recipient's compliance with the conditions of this grant. Requests for reimbursement must be made using the Division of Water Infrastructure's reimbursement form.
6. The recipient must provide a digital copy of the Asset Inventory and Assessment products in a universally readable format.
7. The recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
8. The recipient must provide approved minutes or a resolution confirming the completed Asset Inventory and Assessment work has been presented to the recipient's governing board.
9. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition Nos. 6, 7, and 8. After receipt of this documentation, final payment will be made once it is requested.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 14, 2016

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Resolution Designation of Applicants Agent.

Action Requested: Approve the resolution.

Attachments: Designation of Applicants Agent Form.

Prepared By: Anthony Bowers, Finance Director

Date: 11/2/2016

ABSTRACT ROUTING:

TC

FD

TM 11/9/2016

Final 11/9/2016

Supporting Documentation

As a result of Hurricane Irene, the Town is applying for FEMA assistance. As part of this process, FEMA pays 75% of the reimbursements and the State of North Carolina pays the remaining 25%. The State requires applicants to designate a primary and secondary agent. This will allow the Finance Director to be the primary agent. As the primary agent, the Finance Director will prepare and submit the required documentation needed for reimbursements and represent the Town of Winterville.

Budgetary Impact: TBD

Recommendation: Approve the resolution.

**RESOLUTION
DESIGNATION OF APPLICANT'S AGENT**

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) Town of Winterville	Disaster Number: FEMA-4285-DRNC
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Applicant's Fiscal Year (FY) Start 2016-2017	Month: July Day: 01
Applicant's Federal Employer's Identification Number 56 - 6001376	
Applicant's Federal Information Processing Standards (FIPS) Number	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Anthony Bowers	Agent's Name Terri Parker
Organization Town of Winterville	Organization Town of Winterville
Official Position Finance Director	Official Position Town Manager
Mailing Address P.O. Box 1459	Mailing Address P.O. Box 1459
City, State, Zip Winterville, NC 28590	City, State, Zip Winterville, NC 28590
Daytime Telephone (252) 215-2348	Daytime Telephone (252) 215-2341
Facsimile Number	Facsimile Number
Pager or Cellular Number (252) 902-9336	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Doug Jackson, Mayor	Name Amy Barrow
Name and Title Mark Smith, Mayor Pro Temp	Official Position Acting Town Clerck
Name and Title	Daytime Telephone (252) 215-2342

CERTIFICATION

I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20__.

Date: _____ Signature: _____

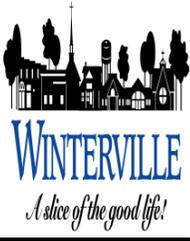
APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 14, 2016

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Budget Amendment 2016-2017-02

Action Requested: Approve the budget amendment

Attachments: Budget Amendment 16-17-02

Prepared By: Anthony Bowers, Finance Director

Date: 11/2/2016

ABSTRACT ROUTING:

TC

FD

TM 11/9/2016

Final 11/9/2016

Supporting Documentation

This is the second budget amendment for the 2016-2017 Fiscal Year.

This amendment addresses several items that the council has already approved. It also addresses some operation items that are needed.

The General Fund will have an increase in the amount of \$134,029. This is for several items including the Downtown Façade Program in the amount of \$30,000. We will have an additional \$20,000 for insurance and bonds related to worker's comp claims and legal fees. There is an appropriation of \$14,500 from the authorized forfeiture funding for Police equipment. The Police Dept. will have \$6,429 for the operation lease to replace a police vehicle that was damaged. The remainder are for contributions to the Recreation Fund.

The Recreation Fund had two items. The restoration of bathrooms in the amount of \$50,200 and \$8,900 for the additional fountain.

The Sewer Fund needed a correction to balance the contribution for services in the amount of \$20,000

The Sewer Fund also received notice that we were awarded \$150,000 grant with a \$30,000 match for the sewer line assessment study.

Budgetary Impact: The total budget amendment is \$473,429

Recommendation: Approve the Budget Amendment

BUDGET ORDINANCE AMENDMENT 16-17-02

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, 2017:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION		Fund	Increase	Decrease
General Fund Fund Balance	10	3831 General Fund	\$ 134,029	
ICAC Grant	10	3415 General Fund	\$ 40,200	
Recreation - Cont from General Fund	15	3831 Recreation Fund	\$ 63,100	
Recreation - Babe Ruth	15	3618 Recreation Fund	\$ 4,100	
Sewer Fund - Grant	62	3415 Sewer Fund	\$ 150,000	
Sewer Fund - Fund Balance	62	3831 Sewer Fund	\$ 82,000	
Total			\$ 473,429	\$ -

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION		Department	Fund	Increase	Decrease
Authorized Forfeiture Funding	1043431000	4263 Police	General	\$ 14,500.00	
Operating Lease	1043431000	5128 Police	General	\$ 6,429.00	
ICAC Grant	1043431000	6105 Police	General	\$ 40,200.00	
Insurance & Bonds	1041950000	5122 Non-Departmental	General	\$ 20,000.00	
Downtown Facade Grant	1041950000	6104 Non-Departmental	General	\$ 30,000.00	
Transfer to Recreation	1041950000	9110 Non-Departmental	General	\$ 63,100.00	
Capital Outlay	1560601000	7150	Recreation	\$ 59,100.00	
Babe Ruth	1560601000	4287	Recreation	\$ 8,100.00	
Customer Refunds	6273732020	5138	Sewer	\$ 32,000.00	
Sewer Assessment Grant	6273732020	6101 Sewer - Grant	Sewer	\$ 180,000.00	
Contribution For Services	6273732020	9101	Sewer	\$ 20,000.00	
Total				\$ 473,429	\$ -

Adopted the 14th day of November 2016.

Mayor

Acting Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: November 14, 2016

Presenter: Chief Ryan Willhite

Item to be Considered

Subject: Update on Junk Vehicle Ordinance

Action Requested: N/A

Attachments: N/A

Prepared By: Ryan C. Willhite, Chief of Police

Date: 9/28/2015

ABSTRACT ROUTING:

TC

FD

TM 10/5/2016

Final 10/5/2016

Supporting Documentation

The Town Council requested an update on the junk vehicle ordinance which was revised on September 8, 2014 and included the following changes:

JUNKED MOTOR VEHICLE. A motor vehicle that does not display a current license plate lawfully upon that vehicle **and/or:**

- (1) Is partially dismantled or wrecked; **and/or**
- (2) Cannot be self-propelled or moved in the manner in which it was originally intended to be moved; and/or
- (3) Is more than five years old and appears to be worth less than **\$1000.**

The wording related to covering and storage of junked vehicles has not changed nor the sight of such vehicle from an abutting property.

(2) Concealment. The authorizing official of the town has authority to determine whether any junked motor vehicle is adequately concealed as required by this provision. The covering must remain in good repair and must not be allowed to deteriorate. The covering or enclosure must be compatible with the objectives sought to be obtained in this chapter.

(3) More than one junked motor vehicle. Any other junked vehicles(s) must be kept in a garage or building structure that provides a complete enclosure so that the junked motor vehicle(s) cannot be seen from a public street or abutting property. A garage or building structure means either a lawful, nonconforming use or a garage or building structure erected pursuant to the lawful issuance of a building permit and which has been constructed in accordance with all zoning and building code regulations.

Budgetary Impact: N/A

Recommendation: N/A



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: November 14, 2016

Presenter: Ben Williams, Assistant Town
Manager

Item to be Considered

Subject: Update on Downtown Parking Situation.

Action Requested: Council discussion and direction if applicable.

Attachments: Items to be presented during meeting.

Prepared By: Ben Williams, Assistant Town Manager

Date: 10/6/2016

ABSTRACT ROUTING:

TC

FD

TM 10/6/2016

Final 10/6/2016

Supporting Documentation

Council requested an informational update regarding available and potential parking in the downtown area. Staff has done a preliminary evaluation of current conditions and possible improvements relative to public parking in the downtown area.

Budgetary Impact: N/A

Recommendation: N/A



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: November 14, 2016

Presenter: Terri L. Parker, Town
Manager/Stephen Penn, Economic Development
Planner

Item to be Considered

Subject: Approval of Town Clock Design and Purchase.

Action Requested: Council Discussion and Direction is applicable.

Attachments: Price Quotes and Pictures from other jurisdictions.

Prepared By: Terri L. Parker, Town Manager

Date: 11/9/2016

ABSTRACT ROUTING:

TC

FD _____

TM 11/9/2016

Final 11/9/2016

Supporting Documentation

In a previous Meeting, Town Council voted to purchase a Town Clock on located it on the corner of Main and Church Streets on property owned by the Town. Staff has researched various pole clocks and prices and have provided 3 styles and quotes for your review.

Budgetary Impact: TBD – a Budget Amendment will be necessary.

Recommendation: Staff recommends purchasing a 4-face pole clock in conjunction with the Kiwanis Club. Staff also suggests erecting a plaque to be located in the same area recognizing the Rouse Family/Kiwanis Club for making said donation to the Town.



STREET CLOCK ORDER FORM

THE VERDIN COMPANY

444 READING ROAD - CINCINNATI, OHIO - 45202
 PHONE: (513) 241-4010 FAX: (513) 241-1855 TOLL FREE: 1-800-543-0488
 www.VERDIN.COM

DATE: October 24, 2016

SOLD TO: **Town of Winterville**
 CONTACT: **Terri Parker**
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____
 TELEPHONE: _____ FAX: _____

INSTALL AT: **Town of Winterville**
 CONTACT: **Terri Parker**
 ADDRESS: **2571 Railroad St.**
 CITY: **Winterville**
 STATE: **NC** ZIP: **28590**
 TELEPHONE: **(252)215-2340** FAX: **(252)215-2451**

MODEL
 TWO-FACE _____
 FOUR-FACE 4M/ST2 Howard Replica/Seth Thomas (24" dial)
 COURTYARD _____
DIAL FACE Arabic
CLOCK COLOR Black
ACCENT PAINTING Gold
CUSTOM HEADER X Winterville
CUSTOM LIGHTING _____
CUSTOM CLOCK _____

VERDIN MASTER CLOCK CONTROLLER X
 Optional GPS Interface _____
TOWN CRIER CARILLON w/SPEAKERS. _____
OTHER OPTIONS _____
INSTALLATION Installation by Verdin
FREIGHT INCLUDED
APPROXIMATE DELIVERY DATE Standard Delivery 90 - 120 Days from Order Receipt
All delivery dates subject to final acceptance by The Verdin Co.

QTY.	NOTES
1	Other Standard Options: Roman & Victorian Other Standard Option: Verdin Green Other Standard Option: Silver Final wording and font style per customer preference
1	See paragraph 5 of "Additional Terms & Conditions"
Option Cost	Special price discount from NLMC Conference included

Option #1	Option #2	Option #3	Subtotal	Tax	Deposit	Balance Due
			SUBTOTAL (excluding tax)*			\$21,985.00
				7.000% % Sales Tax (if applicable)		\$1,538.95
					Deposit (50% w.Order)*	\$11,761.98
						BALANCE DUE UPON DELIVERY*
						\$11,761.98

Specify Other Payment Terms Below
Sales tax may be eliminated with documentation of North Carolina exemption.
 *Add cost of accepted options to total purchase price and deposit.
PURCHASER RESPONSIBLE FOR PAYING ALL TAXES.

Purchaser _____
 Authorized Signature _____
 By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order.

Sales Representative **Stacey A. Dickerson**

 Authorized Signature _____
 Order not binding until signed by authorized Verdin representative.

ADDITIONAL TERMS AND CONDITIONS OF PURCHASE AGREEMENT

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9. **NO LIABILITY FOR DAMAGES.** VERDIN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **TAXES.** The Purchase Price does NOT include sales tax or any other tax. Purchaser shall be responsible for paying all sales, use, excise, or other taxes that may apply to the purchase of the Products or other services under this Agreement. Such taxes will be added to Purchaser's final invoice. If Purchaser has a tax exemption certificate, Purchaser will provide it to Verdin upon execution of this Agreement.
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13. **GOVERNING LAW.** The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.
15. **COUNTERPARTS.** This Agreement may be executed in several counterparts, and all counterparts shall constitute one and the same instrument.





STREET CLOCK ORDER FORM

THE VERDIN COMPANY

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 PHONE: (513) 241-4010 FAX: (513) 241-1855 TOLL FREE: 1-800-543-0488
 www.VERDIN.COM

DATE: October 24, 2016

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 CONTACT: **Terri Parker**
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____
 TELEPHONE: _____ FAX: _____

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 CONTACT: **Terri Parker**
 ADDRESS: **2571 Railroad St.**
 CITY: **Winterville**
 STATE: **NC** ZIP: **28590**
 TELEPHONE: **(252)215-2340** FAX: **(252)215-2451**

MODEL
 TWO-FACE _____
 FOUR-FACE _____
 COURTYARD 4N Courtyard
DIAL FACE Arabic
CLOCK COLOR Black
ACCENT PAINTING Gold
CUSTOM HEADER X Winterville
CUSTOM LIGHTING _____
CUSTOM CLOCK _____

VERDIN MASTER CLOCK CONTROLLER X
 Optional GPS Interface _____
TOWN CRIER CARILLON w/SPEAKERS. _____
OTHER OPTIONS _____

INSTALLATION Installation by Verdin
FREIGHT INCLUDED

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1	Other Standard Options: Roman & Victorian Other Standard Option: Verdin Green Other Standard Option: Silver Final wording and font style per customer preference
1	See paragraph 5 of "Additional Terms & Conditions"
	Special price discount from NLMC Conference included
<i>Option #1</i>	
<i>Option #2</i>	
<i>Option #3</i>	
<p>Specify Other Payment Terms Below <i>Sales tax may be eliminated with documentation of North Carolina exemption.</i></p>	
<p>*Add cost of accepted options to total purchase price and deposit. PURCHASER RESPONSIBLE FOR PAYING ALL TAXES.</p>	

				SUBTOTAL (excluding tax)*	\$12,985.00
			7.000%	% Sales Tax (if applicable)	\$908.95
				Deposit (50% w.Order)*	\$6,946.98
				BALANCE DUE UPON DELIVERY*	\$6,946.98

Purchaser _____

Sales Representative **Stacey A. Dickerson**

Authorized Signature _____

Authorized Signature 

By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order.

Order not binding until signed by authorized Verdin representative.

Title _____ Date _____

Title **Area Manager** Date **24-Oct-16**

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MODEL
 TWO-FACE _____
 FOUR-FACE _____
 COURTYARD 4Z **Howard Replica II**

DIAL FACE Arabic

CLOCK COLOR Black

ACCENT PAINTING Gold

CUSTOM HEADER X **Winterville**

CUSTOM LIGHTING _____

CUSTOM CLOCK _____

VERDIN MASTER CLOCK CONTROLLER X
 Optional GPS Interface _____

TOWN CRIER CARILLON w/SPEAKERS. _____

OTHER OPTIONS

INSTALLATION Installation by Verdin

FREIGHT INCLUDED

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				Deposit (50% w.Order)* \$7,971.50
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Title **Area Manager** Date **24-Oct-16**

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**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: November 14, 2016

Presenter: David Moore, Fire Chief/Terri L. Parker, Town Manager

Item to be Considered

Subject: Information Requested by Council – Fire Department Discussion

Action Requested: Council Discussion and Direction.

Attachments: (1) Report of Cost Estimate, (2) Live-in Program will be handed out at the Meeting.

Prepared By: David Moore, Fire Chief

Date: 11/4/2016

ABSTRACT ROUTING:

TC JJS-12/5/13

FD

TM tlp – 11/9/2016

Final tlp – 11/9/2016

Supporting Documentation

At the special meeting on Fire Department issues and the Public Protection Classification, Council directed staff to bring information back on several items.

Budgetary Impact: TBD

Recommendation: Staff recommends that Council provide direction.



**Town of Winterville of Winterville
Town of Winterville Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: November 14, 2016

Presenter: David Moore, Fire Chief/Terri L. Parker, Town Manager

Item to be Considered

Subject: Revision of Agreement for Services with Winterville Rescue & EMS, Inc.

Action Requested: Approve Revised Agreement

Attachments: Copy of Existing Agreement will be handed out at the Meeting.

Prepared By: David Moore, Fire Chief

Date: 9/26/2016

ABSTRACT ROUTING:

TC

FD

TM tlp – 10/6/2016

Final tlp – 10/6/2016

Supporting Documentation

Historically, the Town of Winterville of Winterville has served as the payroll administrator for Winterville Rescue & EMS, Inc. This agreement, in part, has allowed the Town of Winterville to provide administrative support for payroll functions while Winterville Rescue and EMS, Inc. paid all associated costs to the Town of Winterville. As a result of the Affordable Care Act and some technical software limitations, the Town of Winterville is no longer able to perform this function. Consequently, Winterville Rescue and EMS, Inc... has contracted with a third party to provide payroll support and administration. This has resulted in a cost of \$500.00 per quarter while also reducing the time spent administering payroll by Town of Winterville staff.

Budgetary Impact: Decrease of \$500.00 per quarter received from Winterville Rescue and EMS, Inc...

Recommendation: Staff recommends Town Council approve a reduction in the contractual amount paid by Winterville Rescue and EMS, Inc. to Town of Winterville in the amount of \$500.00 per quarter



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 14, 2016

Presenter: Stephen, Economic Development
Planner

Item to be Considered

Subject: Wintergreen Commons Preliminary Plat.

Action Requested: Council Approval of Preliminary Plat.

Attachments: Preliminary plat map will be handed out at the meeting.

Prepared By: Stephen Penn, Economic Development Planner

Date: 9/28/2016

ABSTRACT ROUTING:

TC

FD

TM 10/6/2016

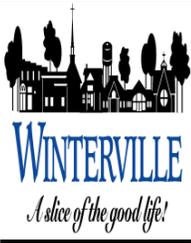
Final 10/6/2016

Supporting Documentation

Wintergreen Commons (Parcel # 16204) is located between Mill Street and Winterville Parkway at the end of Laurie Ellis. The NC Department of Transportation is proposing the extension of Laurie Ellis to Highway 11 (Winterville Parkway). Wintergreen Commons is Industrially zoned and consists of 51.53 acres. The Preliminary Plat shows 25 commercial lots of varied sizes to support future commercial growth.

Budgetary Impact: TBD.

Recommendation: Approve Request.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: November 14, 2016

Presenter: Ben Williams, Assistant Town
Manager

Item to be Considered

Subject: Connect NC Bond Grant Application (Parks and Recreation) – Hillcrest Park Improvements

Action Requested: Adoption of Authorizing Resolution

Attachments: Grant Application – Basic Facts and Assurances Form

Prepared By: Ben Williams, Assistant Town Manager

Date: 10/21/2016

ABSTRACT ROUTING:

TC

FD

TM 11/9/2016

Final 11/9/2016

Supporting Documentation

The Connect NC Bond package, approved in March 2016, included one-time funding of \$3 million for parks and recreation grants to benefit children and/or veterans with disabilities. Local governments are eligible to apply for the matching grants. The program is administered through the N.C. Division of Parks and Recreation and the N.C. Parks and Recreation Trust Fund.

The matching grants can be used to build special facilities or adapt existing facilities that meet the unique needs of children and/or veterans with physical and developmental disabilities. Local governments can request a maximum of \$500,000 with each application and must match the grant with at least one dollar of local funds for every four dollars in grant funds.

An applicant must match the grant with at least one dollar (\$1.00) of local funds for every four dollars (\$4.00) in grant funds. (20% of Project Cost: Maximum Match = \$125,000)

Applications are due December 1, 2016

Consultant and Staff continue to work on the scope/components of the proposed project. Therefore, the estimated total cost of the application has yet to be finalized.

If approved for funding, and should Council decide to accept the grant offer, staff will prepare a Request for Proposals (RFP) for distribution to potential consultants.

Budgetary Impact: If approved by the agency, the Town must match the grant with at least one dollar (\$1.00) of local funds for every four dollars (\$4.00) in grant funds.

Recommendation: Council Authorize Filing of Grant Application



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: November 14, 2016

Presenter: Travis Welborn, Public Works
Director

Item to be Considered

Subject: 2016 Street Improvements Project Engineering Contract Amendment.

Action Requested: Approval of Contract Amendment Number 2.

Attachments: Contract Amendment 2.

Prepared By: Travis Welborn, Public Works Director

Date: 10/4/2016

ABSTRACT ROUTING:

TC

FD

TM tlp – 10/6/2016

Final tlp – 10/6/2016

Supporting Documentation

The 2016 Street Improvements Project is nearing completion. Due to several unforeseen circumstances the Town's consulting engineer for the project, Ark Consulting, has expended all of the budgeted construction administration amount in the original contract. These issues included but are not limited to additional administrative efforts due to unsuitable soils at Franklin and Winston Drives and a conflict with an existing underground primary electrical cable at Channel Drive. Due to these unexpected issues staff is recommending that the total engineering contract be increased by \$2,700 for a total of \$32,045.

Budgetary Impact: All engineering for this project will be paid for out of the Powell Bill account. While this amendment was not budgeted for, money is available in the Powell Bill engineering line item. This amendment will have little effect on the Powell Bill account as a whole.

Recommendation: Approval of Contract Amendment No. 2 with Ark Consulting Group.

August 24, 2016

Mr. K. Travis Welborn, P.E.
Public Works Director
Town of Winterville
2571 Railroad Street
Winterville, North Carolina 28590

Subject: Contract Amendment No. 2
Town of Winterville
Extension of Franklin Drive & Winston Drive
Town of Winterville, Pitt County, North Carolina

Dear Mr. Welborn:

Under the Terms and Conditions outlined in the referenced contract dated April 1, 2015, Ark Consulting Group, PLLC is pleased to offer as ADDITIONAL SERVICES its Engineering and Consulting Services for the following:

ADD:

Task 4 – Construction Administration Phase:

- a) Increase total construction administration man-hours by 20 estimated hours due to extended construction duration and the resulting additional administrative efforts due to unsuitable soils requiring undercut and backfill along with a conflict discovered between the existing underground primary electrical cable and the proposed sanitary sewer manhole to be replaced in Channel Drive.

COMPENSATION:

ORIGINAL CONTRACT

Task 1 – Boundary & Topographic Survey	Lump Sum	\$5,175.00
Task 2 – Construction Documents	Lump Sum	\$12,150.00
Task 3 – Bidding & Negotiations	Lump Sum	\$2,775.00
Task 4 – Construction Administration	Hourly (Not to Exceed)	\$3,765.00
Total Original Contract		\$23,865.00

ADDITIONAL SERVICES - Amendment No. 1

Task 2 – Construction Documents	Lump Sum	\$4,480.00
Task 4 – Construction Administration	Hourly (Not to Exceed)	\$1,000.00
Total Amendment No. 1		\$5,480.00



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: November 14, 2016
Presenter: Travis Welborn, Public Works
Director

Item to be Considered

Subject: Renewal of MOA Agreement with NCDOT

Action Requested: Approval of MOA.

Attachments: Copy of NCDOT MOA and pertinent attachment.

Prepared By: Travis Welborn, Public Works Director

Date: 10/4/2016

ABSTRACT ROUTING:

TC

FD

TM tlp – 10/6/2016

Final tlp – 10/6/2016

Supporting Documentation

Please find the attached information in regards to the MOA for Debris Pickup between the Town of Winterville and NCDOT.

We have had this Agreement with NCDOT in the past and it needs to be renewed

Budgetary Impact: N/A

Recommendation: Approval of MOA.



NCDOT Local Agreement for Debris Removal Request Form

Local Government Agencies requesting to enter into an agreement with the North Carolina Department of Transportation (NCDOT) for debris pickup on state maintained roads under a federal declaration should fill out the following information:

Date: _____

AGENCY INFORMATION

Agency: _____

Federal Tax Identification Number: _____

Remittance Address: _____

CITY/TOWN/VILLAGE/COUNTY MANAGER CONTACT INFORMATION:

Name: _____ Email: _____

Phone: _____ Fax: _____

Mailing Address: _____

Please Note:

NCDOT Local Agreement must be approved by the Board of Transportation. If an agency wishes to enter into an agreement with The Department, please allow 6-9 weeks to process the initial agreement. Once the agreement is on file, it will be valid for five years from date of last signature. To activate the agreement, contact The Department's Division Office in the requesting agency's area by submitting the Request Release of State System Roads, Form SSR-01.

*Submit completed forms to Joshua Kellen, Disaster Recovery Engineer at:
Email: jkellen@ncdot.gov (Include "LA Request" in Subject Line)
Fax: 919-733-1838*

Request Release of State System Roads

FEMA - _____ - DR - NC

Requesting Applicant: _____

In accordance with the Agreement on file between the NCDOT and the Requesting Applicant listed above; the local government is hereby requesting the NCDOT to release its authority for FEMA reimbursement for emergency services to the local government authority for the State System Roads listed below.

- I. Release of all State System Roads
or
- II. Selective State System Roads as Follows:

_____	_____
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Local Government Designated Agent: _____
Date: _____

North Carolina Department of Transportation	
Release by:	_____
Title:	_____
Date:	_____