



WINTERVILLE

A slice of the good life!

MAYOR AND TOWN COUNCIL

DOUG JACKSON, MAYOR

RONALD COOPER, SR.

TONY MOORE

JOHNNY MOYE

VERONICA ROBERSON

MARK SMITH

ADMINISTRATION

TERRI L. PARKER, TOWN MANAGER

JASMAN J. SMITH, TOWN CLERK

KEEN LASSITER, TOWN ATTORNEY

ALAN LILLEY, PLANNING DIRECTOR

ANTHONY BOWERS, FINANCE DIRECTOR

BRYAN BELL, INTERIM IT DIRECTOR

DAVID MOORE, FIRE CHIEF

EVAN JOHNSTON, PARKS & RECREATION DIRECTOR

MERVIN TAYLOR, ELECTRIC UTILITY DIRECTOR

TRAVIS WELBORN, PUBLIC WORKS DIRECTOR

RYAN WILHITE, POLICE CHIEF

MIKE WELDIN, BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER

JANUARY 13, 2014



TOWN COUNCIL AGENDA

January 13, 2014

7:00 P.M.

WINTERVILLE TOWN HALL ASSEMBLY ROOM

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. WELCOME
- V. APPROVAL OF AGENDA
- VI. RECOGNITION: None
- VII. INTRODUCTION OF NEW EMPLOYEES:
 - 1. Wesley Jordan, Reserve Officer, Police Department
 - 2. Chris Williams, Reserve Officer, Police Department
 - 3. Brian Commodore, Reserve Officer, Police Department

VIII. PRESENTATIONS:

- 1. FY 2012-2013 Audit Presentation, Lowell Taylor, CPA, Carr, Riggs and Ingram, LLC

IX. PUBLIC HEARINGS: None

X. 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

XI. CONSENT AGENDA:

The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.

- 1. Approval of

- a) November 25, 2013 Special Meeting Minutes
- b) December 9, 2013 Regular Meeting Minutes;

2. Adoption of Proclamation in Honor of Martin Luther King Jr. Day

XII. ITEMS REMOVED FROM THE CONSENT AGENDA

XIII. OLD BUSINESS:

1. Discussion of Agreement with Christ Covenant School
2. Set Meeting Date for 2014 Council Retreat
3. Set Meeting Date for Nobel Canal Work Session
4. Traffic Flow behind Winterville Fire Station
5. Services Affected by the Winterville Library Funding
6. Old Tar Road Widening
7. Discussion of Housing Program

XIV. NEW BUSINESS:

1. 2014-2015 Budget Calendar
2. Preliminary Plat for the Bridle Song Park Subdivision
3. Consideration of Board of Adjustment member appointment

XV. OTHER AGENDA ITEMS

XVI. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS

XVII. REPORTS FROM TOWN ATTORNEY, TOWN MANAGER, AND DEPARTMENT HEADS

XVIII. REPORTS FROM THE MAYOR AND TOWN COUNCIL

XIX. ANNOUNCEMENTS

1. Town Hall Closed for MLK Day- Monday, January 20, 2013

XX. CLOSED SESSION

XXI. ADJOURN

SPECIAL NOTICE: Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Jasman Smith at 215-2340, ext. 2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)

Winterville Town Council
Monday, November 25, 2013
Special Meeting Minutes

The Winterville Town Council held a Special Meeting on the above date at 5:30 p.m. in the Town Hall Executive Conference Room, with Mayor Douglas A. Jackson presiding. The meeting was called to order. Members of the Council present were:

Mayor Douglas A. Jackson
Mayor Pro-Tem Mark Smith
Councilman Ronald Cooper Sr.
Councilman Johnny Moya
Councilwoman Veronica Roberson

Members of the Council absent:

Councilman Tony Moore

Members of staff present were:

E. Keen Lassiter, Town Attorney

A motion was made by Councilman Cooper and seconded by Councilman Smith to approve the agenda as presented. All members of the Council present voted in the affirmative. Motion carried unanimously.

A motion was made by Councilman Smith and seconded by Councilwoman Roberson to adjourn out of Open Session. All members of the Council present voted in the affirmative. Motion carried unanimously.

A motion was made by Councilman Smith and seconded by Councilwoman Roberson to enter into Closed Session pursuant to NCGS 143-318.11(a)(6) - To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. All members of the Council present voted in the affirmative. Motion carried unanimously.

A motion was made by Councilwoman Roberson and seconded by Councilman Smith to adjourn out of Closed Session. All members of the Council present voted in the affirmative. Motion carried unanimously.

A motion was made by Councilwoman Roberson and seconded by Councilman Smith to return to Open Session. All members of the Council present voted in the affirmative. Motion carried unanimously.

A motion was made by Councilman Smith and seconded by Councilman Moya to increase by four percent (4%) the current base salary of the Town Manager, Terri Parker effective January 1, 2014. All members of the Council present voted in the affirmative. Motion carried unanimously.

Adjourn

Having no further business to come before the Council, a motion was made by Councilman Smith and seconded by Councilman Moye to adjourn. All members of the Council present voted in the affirmative. Motion carried unanimously.

Adopted this the 13th day of January, 2014.

Douglas A. Jackson, Mayor

ATTEST:

E. Keen Lassiter, Town Attorney



Winterville Town Council
December 9, 2013 Regular Meeting Minutes

The Winterville Town Council met in a regular meeting on the above date at 7:00 PM in the Town Hall Assembly Room, with Mayor Douglas A. Jackson presiding. The meeting was called to order, followed by the invocation by Councilwoman Roberson, which was followed by the pledge of allegiance. The following were present:

Mayor Douglas Jackson
Councilman Johnny Moya
Councilman Ronald Cooper, Sr.
Councilman Tony Moore
Mayor Pro-Tem Mark Smith
Councilwoman Veronica Roberson
Terri L. Parker, Town Manager
Jasman J. Smith, Town Clerk
Keen Lassiter, Town Attorney
Anthony Bowers, Finance Director
David Moore, Fire Chief
Bryan Bell, Interim IT Director
Evan Johnston, Parks and Recreation Director
Alan Lilley, Planning Director
Ryan Willhite, Police Chief
Mike Weldin, Code Enforcement/Building Inspections Officer

APPROVAL OF AGENDA: Town Manager Terri L. Parker requested the removal of the audit presentation; addition of the Interlocal Tax Agreement (consent), 2014 Council Retreat (new business), and the Nobel Canal Worksession (new business). **A motion was made Councilman Cooper and seconded by Mayor Pro-Tem Smith to approve the removal of the audit presentation; addition of the Interlocal Tax Agreement (consent), 2014 Council Retreat (new business), and the Nobel Canal Worksession (new business). Motion carried unanimously.**

WELCOME: Mayor Jackson welcomed the public.

RECOGNITION:

1. Tracy Cole - A.G. Cox Middle School Principal (Resolution 13-O-307). **A motion was made Councilman Moore and seconded by Councilwoman Roberson to approve the resolution recognizing A.G. Cox Middle School Principal Tracy Cole for Principal of the Year. Motion carried unanimously.**

INSTALLATION AND OATH OF OFFICE OF NEWLY ELECTED TOWN OFFICIALS:

1. **Mayor Douglas Jackson-** Judge Rusty Duke administered the oath of office to Douglas A. Jackson as Mayor of the Town of Winterville. Mayor Jackson was accompanied by his wife.
2. **Councilman Johnny Moya-** Judge Gwen Hilborne administered the oath of office to Johnny Moya as Winterville Town Councilman. Councilman Johnny Moya was accompanied by his family.

3. **Councilman Mark Smith** - Judge Brian Dasoto administered the oath of office to Mark Smith as Winterville Town Councilman. Councilman Mark Smith was accompanied by his family.

RECESS: Mayor Jackson recessed the meeting at 7:17 pm.

RECONVENE: Mayor Jackson called the meeting back to order at 7:23 pm.

APPOINTMENT OF MAYOR PRO-TEM: A motion was made Councilman Moore and seconded by Councilman Cooper to appoint Councilman Mark Smith as the Mayor Pro-Tem. Motion carried unanimously.

INTRODUCTION OF NEW EMPLOYEES: Electric Director Mervin Taylor introduced Kelley Beck as the Meter Electric Services supervisor. No Action was taken by the Council.

PRESENTATIONS:

1. **FY 2012-2013 Audit Presentation:** **ITEM REMOVED FROM THE AGENDA AS STATED ABOVE.**
2. **Andre' Nabors, Tourism Development Mgr., NC Dept. of Commerce:** Town Manager Terri L. Parker stated that the Town has begun its economic development efforts through implementation of the Strategic Plan approved earlier this year, discussion of the Town pursuing status as a NC Certified Retirement Community through the NC Department of Commerce was a goal the Economic Development Task Force slated as a goal for the Town. Andre' Nabors, Tourism Development Manager in the Division of Tourism, Film and Sports Development, NC Department of Commerce presented to discuss the program, its benefits and answered questions. There is a \$10,000 Application Fee which will be refunded if the Town does not receive the designation. Town staff recommended that the Town of Winterville prepare an application to apply to become a NC Certified Retirement Community. **A motion made by Councilman Moore and seconded by Councilman Cooper to apply for the North Carolina Certified Retirement Community Program. Motion carried unanimously.**

PUBLIC HEARINGS:

1. **Public Hearing on Request for Rezoning of the David & Sara Brock Heirs Property from R-6 District to General Business District.**

Planning Director Alan Lilley presented the item. Questions from the Council were addressed. Mayor Jackson declared the Public Hearing Open. No one spoke in favor of the request. Mrs. Tucker and Mrs. Joyner spoke in opposition of the Request for Rezoning of the David & Sara Brock Heirs Property from R-

6 District to General Business District. Mayor Jackson declared the public hearing closed. Questions from the Council were addressed. **A motion was made by Councilman Moore and seconded by Councilman Cooper to deny the Request for Rezoning of the David & Sara Brock Heirs Property from R-6 District to General Business District. Motion carried unanimously.**

PUBLIC COMMENT: None.

CONSENT AGENDA: The items under the consent agenda included:

1. Approval of the November 12, 2013 Regular Meeting Minutes: **A motion was made by Councilman Moore and seconded by Mayor Pro-Tem Smith to approve the November 12, 2013 Regular Meeting Minutes. Motion carried unanimously.**
2. Adoption of Budget Amendment: **Removed from the Consent Agenda**
3. Approval of Release of Refunds: **A motion was made by Councilman Moore and seconded by Mayor Pro-Tem Smith to approve the Release of Refunds. Motion carried unanimously.**
4. Approval of Interlocal Tax Agreement with Pitt County: **A motion was made by Councilman Moore and seconded by Mayor Pro-Tem Smith to approve the Interlocal Tax Agreement with Pitt County. Motion carried unanimously.**
5. Award of Contract for the Knuckle Boom Truck: **A motion was made by Councilman Moore and seconded by Mayor Pro-Tem Smith to Award of Contract for the Knuckle Boom Truck to the Amick Equipment Co. Motion carried unanimously.**

ITEMS REMOVED FROM THE CONSENT AGENDA:

1. Adoption of Budget Amendment (Ordinance 13-O-305):

A motion was made by Councilman Moore and seconded by Mayor Pro-Tem Smith to remove the adoption of the Budget Amendment from the Consent Agenda. Motion carried unanimously. Questions from the Council were addressed.

A motion was made by Councilman Moore and seconded by Mayor Pro-Tem Smith to adopt the Budget Amendment. Motion carried unanimously.

OLD BUSINESS:

1. Traffic Flow behind Winterville Fire Station: **A motion was made by Councilman Moore and seconded by Councilman Moyer to table this item to the January 13, 2014 Regular Meeting. Motion carried unanimously.**
2. Services affected by the Winterville Library Funding: **A motion was made by Councilman Moore and seconded by Councilman Moyer to table this item to the January 13, 2014 Regular Meeting. Motion carried unanimously.**
3. Old Tar Road Widening: **A motion was made by Councilman Moore and seconded by Councilman Moyer to table this item to the January 13, 2014 Regular Meeting. Motion carried unanimously.**

NEW BUSINESS:

1. 2014 Meetings Calendar: Town Clerk Jasman Smith presented the item. She stated that the 2014 Town Council Regular Meetings draft calendar is attached. In prior years, the Town Council canceled the August Meeting. Also, the October 13th Regular Meeting occurs during the Annual NCLM Conference, which takes place on October 12-14, 2014 in Greensboro. **A motion was made by Councilman Moore and seconded by Councilwoman Roberson to approve the 2014 Meetings Calendar with the removal of the August meeting and with an amendment to the October meeting date to October 20, 2014. Motion carried unanimously.**
2. Final Plat for Division of Lot 12 Ange Plaza: Planning Director Alan Lilley presented the item. He stated that this final plat subdivides Lot 12 of Ange Plaza into two lots and adjoining common areas. The division of the property occurs along a common wall of the Badcock Furniture / Contemporary Dental Building resulting in two lots based on the footprint of the building. The parking lot and remainder of the property become common areas. This division results in an "office townhouse" where the two parts of the building and the footprints beneath can be held in separate ownership while the common areas are held in joint ownership. The Planning & Zoning Board, at the November 18, 2013 meeting, unanimously voted to recommend approval subject to the following condition: The applicant shall provide copies of duly recorded covenants establishing appropriate building and property maintenance agreement and establishing equal rights and responsibilities in common areas.
A motion was made by Councilman Cooper and seconded by Councilwoman Roberson to approve the Final Plat for Division of Lot 12 Ange Plaza. Motion carried unanimously.
3. Metropolitan Planning Organization Roadway Asset Management Project Agreement: Planning Director Alan Lilley presented the item. He stated that the Greenville Urban Area Metropolitan Planning Organization is conducting a Right of Way Asset and Pavement Condition Survey to cover the entire MPO planning area. Transmap Engineering has been selected to perform the project after a competitive bid process. The project will be is being funded eighty percent (80%) by the North Carolina Department of Transportation (NCDOT) and twenty percent (20%) local funds. The estimated total cost for the Town of Winterville's jurisdiction is \$59,064.68. The Town of Winterville's responsible portion of the project cost is \$11,812.94 (20%).

A motion was made by Councilwoman Roberson and seconded by Councilman Moye to approve the Metropolitan Planning Organization Roadway Asset Management Project Agreement. Motion carried unanimously.

4. Consideration of Planning & Zoning Board Member Appointment: Planning Director Alan Lilley presented the item. He stated that Belinda Sealey has submitted her resignation from the Planning & Zoning Board due to a conflicting obligation making her unavailable to attend the regular monthly Planning & Zoning Board meetings.

Ms. Sealey served as a "in-town" regular member. It has been the general policy of the Town Council to appoint the existing alternate member a regular member to fill such vacancies and to seek a new alternate member. The existing "in-town" alternate member is Tim Miller.

A motion was made by Councilwoman Roberson and seconded by Councilman Moye to appoint alternate Tim Miller to fill the In-Town Regular Member vacancy for the Planning and Zoning Board. Motion carried unanimously.

5. 2014 Council Retreat: **A motion was made by Councilman Moye and seconded by Councilman Moore to table this item to the January 13, 2014 Regular Meeting. Motion carried unanimously**
6. Nobel Canal Worksession: **A motion was made by Councilman Moye and seconded by Councilman Moore to table this item to the January 13, 2014 Regular Meeting. Motion carried unanimously**

OTHER AGENDA ITEMS:

1. **Housing Program:** Councilman Moye questioned about the Housing the Program. Town Manager Terri L. Parker stated that she would bring back information on this program.

ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS: None.

REPORTS FROM TOWN ATTORNEY, TOWN MANAGER, AND DEPARTMENT HEADS: None.

Announcements: None

REPORTS FROM THE MAYOR AND TOWN COUNCIL: Mayor and Town Council wished everyone Happy Holidays.

CLOSED SESSION § 143 318.11 (a)(3) A motion was made by Councilman Moore and seconded by Councilman Moye to enter into Closed Session pursuant to NCGS 143-318.11(a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege between the attorney and the public body, which privilege is hereby acknowledged. Discussion of Pitt County Container Site Located in Winterville. Motion carried unanimously.

A motion was made by Councilman Cooper and seconded by Councilman Moye to enter into Open Session. Motion carried unanimously.

ADJOURN

Having no further business to come before the Council, a motion was made by Councilman Cooper and seconded by Councilwoman Roberson to adjourn at 9:30 pm. Motion carried unanimously.

Adopted this the 13st day of January 2014

Douglas A. Jackson, Mayor

ATTEST:

Jasman J. Smith, CMC



**Town of Winterville
Town Council
Agenda Abstract**

Meeting Date: January 13, 2014

Presenter: Jasman Smith, Town Clerk

Item Section: Consent Agenda

Item to be Considered

Subject: Adoption of Proclamation Honoring Dr. Martin Luther King, Jr. Day.

Action Requested: Adopt Proclamation

Attachments: Proclamation

Prepared By: Jasman Smith, Town Clerk

Date: 1/7/2014

ABSTRACT ROUTING:

TC JJS-1/7/14

FD _____

TM tlp - 01/07/14

Final tlp - 01/07/2014

Supporting Documentation

The Dr. Martin Luther King, Jr. Holiday, a state and federal holiday, will be recognized on Monday, January 20, 2014. The adoption of the proclamation acknowledges that the Town of Winterville Town Council recognizes the contributions and sacrifices that were made by Dr. King.

Budgetary Impact: N/A.

Recommendation: Town Staff recommends adoption of the proclamation.

**PROCLAMATION OF THE TOWN OF WINTERVILLE
HONORING DR. MARTIN LUTHER KING, JR. DAY**

WHEREAS, Dr. Martin Luther King, Jr. was a great moral leader who espoused peace and the brotherhood of man; and

WHEREAS, Dr. King advanced the cause of the attainment of social changes for all people and the establishment of “The Beloved Community” worldwide; and

WHEREAS, Dr. Martin Luther King, Jr. admonished us to have faith, wisdom and conviction that racial harmony can be achieved and left us a blueprint for harmonious relationships, let us, therefore, embrace his principles of love, peace and non-violence as well as freedom and justice for all; and

WHEREAS, the Congress and the President of the United States have established by law a national holiday to observe the anniversary of Dr. King’s birth; and

WHEREAS, the State of North Carolina has established the third Monday in January as a legal holiday in honor of his birth;

NOW, THEREFORE, I, Douglas A. Jackson, Mayor of the Town of Winterville hereby proclaim January 20, 2014, as “DR. MARTIN LUTHER KING, JR. DAY” throughout the Town of Winterville. I urge all citizens to avail themselves of the splendid opportunity to remember and celebrate the life of Dr. King, whose struggle for civil rights and noble pursuit of equality for all Americans deserve our heartfelt appreciation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the Town of Winterville this 13th day of January in the year of our Lord two thousand and fourteen.

Douglas A. Jackson, Mayor

ATTEST:

Jasman J. Smith, CMC



**Town of Winterville
Town Council
Agenda Abstract**

Meeting Date: January 13, 2014
Presenter: Terri L. Parker, Town Manager

Item Section: Old Business

Item to be Considered

Subject: Discussion of Agreement with Christ Covenant School

Action Requested: Discussion of Said Agreement and Council Direction

Attachments: DRAFT Infrastructure Financing Agreement

Prepared By: Terri L. Parker, Town Manager

Date: 1/7/2014

ABSTRACT ROUTING:

TC FD TM tlp – 01/07/2014 Final tlp – 01/07/2014

Supporting Documentation

The Town Council met in November to discuss a request from Christ Covenant School (CCS) regarding utility services to the School's new location located on Worthington Road in Winterville. Initial details were agreed upon and Staff was directed to draft an Agreement reflecting the details approved at the November meeting and bring to the December Regular meeting. The Draft Agreement was not ready for the December Regular meeting, so Council met in a Special Called meeting on December 30th. The details approved by Council were further discussed and refined and Council again directed Staff to draft an Agreement reflecting the details.

Attached you will find a DRAFT Infrastructure Financing Agreement which reflects the following major points: (1) CCS will pay \$120,000 towards the cost of a water interconnection project (\$35,000 upfront with the remaining \$85,000 to be financed over 10 years at an interest rate to be determined); (2) CCS will pay \$5,000 towards the cost of a Phase I sewer project; (3) CCS will pay all applicable fees associated with the School project. Future phases of the sewer project will be discussed and costs sharing will be determined at that time.

In return, the Town will provide utility services as requested and required by CCS.

Budgetary Impact: The budget will be impacted by the amounts outlined in the Agreement.

Recommendation: Staff recommends Council discuss DRAFT Agreement and direct Staff accordingly.

INFRASTRUCTURE FINANCING CONTRACT

THIS INFRASTRUCTURE FINANCING AGREEMENT, dated as of January _____, 2014 (the "Contract"), by and between CHRIST COVENANT SCHOOL, a North Carolina non-profit corporation (the "School"), and the TOWN OF WINTERVILLE, NORTH CAROLINA, a public body of the State of North Carolina ("Town").

WITNESSETH:

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

WHEREAS, the School has decided to construct a school facility (hereinafter "Facility") within the corporate limits of Town at 746 Worthington Road, Winterville, North Carolina 28590 (hereinafter "Real Property"); and

WHEREAS, the Real Property upon which the Facility will be constructed was annexed by the Town upon the request of the School on June 10, 2013; and

WHEREAS, the School has decided to purchase electric service from the Town to serve the Facility; and

WHEREAS, School has requested the Town to make certain improvements to its water supply system and its sewer system in order to accommodate certain water and sewer requirements for said Facility; and

WHEREAS, Town has agreed to make certain improvements to its water supply system and sewer system to accommodate the School's request; and

WHEREAS, the construction of the Facility will require two (2) separate phases of improvement to the Town's sewer system. Phase I improvements will consist of _____. Phase II improvements will consist of _____. The parties hereto agree that this Contract only includes those Phase I improvements; and

WHEREAS, School has agreed to make certain payments to Town to assist with construction costs to Town to meet School's request; and

WHEREAS, in order to further secure the obligations of the School hereunder, the School will execute and deliver a Promissory Note and Deed of Trust (as hereinafter defined) for the benefit of the Town; and

WHEREAS, Town and School desire to enter this Infrastructure Financing Contract to identify the obligation of each party to this Contract; and

WHEREAS, the School and the Town have duly authorized the execution and delivery of this Contract.

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1. "Deed of Trust" means the Deed of Trust which creates a lien on and security interest in the Real Property, dated as of the date of execution and delivery of this Contract, from the School for the benefit of the Town, all of the terms, definitions, conditions and covenants of which are incorporated herein by reference and are made a part of this Contract as if fully set forth herein. The Deed of Trust shall be in form and substance acceptable to the Town.

1.2. "Improvements" means the improvements constructed by Town to its water supply system and any Phase I sewer system improvements. Pursuant to this Contract, water supply system improvements includes _____. Pursuant to this Contract, Phase I sewer system improvements includes _____.

1.3. "Advanced Payment" means those payments made by the School to the Town in the amount of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) ?????? as described in Section 2 of this Contract.

1.4. "Financed Amount" means the principal amount of EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00) ??????, which will be paid by the School to assist the Town with the construction costs of the Improvements.

1.5. "Promissory Note" or "Note" means the Promissory Note dated as of the date of execution and delivery of this Contract in the form attached hereto as Exhibit B, from the School for the benefit of the Town, all of the terms, definitions, conditions and covenants of which are incorporated herein by reference and made a part of this Contract as if fully set forth herein.

1.6. "Real Property" means the real property described in Exhibit A attached hereto and incorporated herein by reference and/or the Deed of Trust, including all fixtures and improvements thereon.

1.7. "Facility" means the construction of an Administration and Classroom Building as identified on a drawing by Hite Associates dated _____ and entitled Phase I: New Facility.

SECTION 2. PAYMENTS TO TOWN

The School hereby agrees to pay to Town a total of ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00) to be used by the Town to construct Improvements to the Town's water supply system and Phase I sewer system Improvements, as previously identified herein, which are required to allow for School's construction of the Facility. [ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00) to be used by Town to reduce costs of water interconnect project; FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) to be used by Town to reduce costs of Phase I Sewer Improvements.] The School

hereby agrees to make payments to the Town of the following Advanced Payments and Financed Amount.

2.1. Advanced Payment. Upon the execution of this Contract by both parties, School will pay to the Town THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00) to be used by the Town to construct Improvements to the Town's water supply system. Also, within thirty (30) days of beginning construction by the School of the Facility, School will pay the Town FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) to be used by the Town to construct the Phase I sewer improvements. Town agrees to return to the School any unspent portion of the Advanced Payment, if the Town does not qualify for any loan to pay for the Town's costs of construction of the Improvements.

2.2 Financed Amount. Within thirty (30) days of completion of construction by School of the Facility, but no later than _____, School shall execute a Promissory Note in the amount of EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00) to the Town to be paid over a term of ten (10) years, making annual payments, at the same interest rate of any loan obtained by the Town to pay for construction of the Improvements. If the Town obtains more than one (1) loan, the Schools interest rate will be the highest interest rate of any Town loan. Schools annual payments will be made at the time as any Town annual payments. An unexecuted version of said Promissory Note is attached hereto as Exhibit B. Further, the School shall execute a Deed of Trust as security for payment of said Promissory Note.

2.3 Town Costs/Fees. In addition to the School making payments to the Town of the Advanced Payment and Financed Amount, the School will pay to the Town the following estimated costs and fees:

- (a) Electric - Wire & metering equipment = \$1,785.00
- (b) Water Tap Fee = cost of meter, 4" meter = \$1,333.38
- (c) Sewer Access Fee = Not applicable if installed by developer
- (d) Sewer Acreage Fee = \$900.00 per acre X 24.2146 acres = \$21,793.14
(This amount has been reduced to \$5,000)
- (e) CMSD Fee = (estimated daily flow ÷ 350 gal) X \$500.00
= 9,810 ÷ 350 = 28
= 28 X \$500 = \$14,000.00
- (f) Building Permits Fees = Building, Electrical, Mechanical, and Plumbing = approximately \$5,000.00

These fee estimates were made based upon preliminary construction plans. The estimates were made using the best information available at this time. The parties hereto agree that actual fee calculations, based upon final construction plans, may differ from these estimates.

2.3 Late Charges. Should the School fail to pay any Payment or any other sum required to be paid to the Town within fifteen (15) days after the due date thereof, the School shall pay a late payment charge equal to four percent (4%) of the delinquent payment.

2.4 Prepayment of Payments. Provided the School is not in default of its obligations hereunder, it shall have the option to repay any Payment required by this Contract by prepaying the Payments designated as principal, in full at any time, without paying any prepaid charge or penalty.

SECTION 3. EXHIBITS TO CONTRACT

The exhibits to this Contract are as follows:

Exhibit A: Description of the Real Property. **NEED DESCRIPTION**

Exhibit B: Form of Promissory Note.

SECTION 4. SECURITY

4.1 Security. Simultaneously with the execution and delivery of this Contract, the School shall deliver to the Town the Deed of Trust creating a perfected security interest in the Real Property. The School shall also execute and deliver a Promissory Note to Town. Upon payment in full of all of the School's obligations hereunder, the Town, at the School's expense and request, shall cancel the Deed of Trust. The Town shall have the right, at any time and whether or not there has been a default, to release any property held as collateral, including any portion of the Real Property. Town agrees to subordinate said Deed of Trust to any future Facility construction deeds of trust obtained by the School.

SECTION 5. DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

5.1 Damage, Destruction or Condemnation. If, during the term hereof, (i) the Real Property or any portion thereof is destroyed, or is damaged by fire or other casualty; (ii) title to or the temporary or permanent use of the Real Property or any portion thereof or the estate of the School or the Town in the Real Property or any portion thereof shall be taken under the power of eminent domain by any governmental authority; (iii) title to or the use of all or any portion of the Real Property shall be lost by reason of a defect in title thereto, then the School shall continue to be obligated to continue to pay the amount specified in Section 2.

5.2 Obligation of the School to Repair and Replace the Real Property. Unless the School shall exercise its option to prepay in full the outstanding Installment Payments under Section 2.4 hereof, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Real Property and upon receipt of requisitions acceptable to the Bank and the Borrower stating with respect to each payment to be made: (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account

for such obligation. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Borrower, subject to the Deed of Trust.

5.3 Insurance. The School shall obtain and maintain, at its expense, at all times until termination of this Contract a primary policy of insurance covering the Real Property and providing the insurance protection described in this Section 5.3. The School shall maintain at its own expense fire, casualty, public liability, property damage and theft insurance. The School shall maintain such insurance in such amounts and with such deductibles, if any, as required by the Town from time to time. The Real Property shall be insured in an amount equal to its replacement value. All such insurance shall be maintained with such insurance company or companies as shall be satisfactory to the Town and shall provide the Town shall be named as an additional insured with respect to all such insurance. The School shall deliver to the Town the policies of insurance or duplicates thereof or other evidence satisfactory to the Town of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days' prior written notice to the Town of the cancellation or material modification of such policy, and (ii) the coverage of the Town shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the School of any warranties, declarations and conditions of such insurance.

5.4 Flood Insurance. The Town requires a certification by Flood Data Services, Inc. as to whether the Real Property is located in a flood hazard area. The School will be responsible for paying the fee for the certification. If the certification indicates that any part of the Improvements is in a flood hazard area, flood insurance will be required.

SECTION 6. WARRANTIES AND REPRESENTATIONS OF THE SCHOOL

The School warrants and represents to the Town (all such representations and warranties being continuing) as follows:

(a) The School is a North Carolina Non-Profit Corporation duly created and existing under the laws of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Contract and the Deed of Trust and to carry out its obligations hereunder;

(b) This Contract, the Deed of Trust and all other documents relating hereto and thereto, have been duly and validly authorized, approved, executed and delivered by the School, and the performance by the School of its obligations under such documents has been approved and authorized, under all laws, regulations and procedures applicable to the School.

(c) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the School's knowledge, threatened, against or affecting the School challenging the validity or enforceability of this Contract, the Deed of Trust or any other documents relating hereto and thereto, or the performance of the School's obligations hereunder; and

(d) The use of the Real Property shall comply with all applicable zoning and similar ordinances.

SECTION 7. INDEMNIFICATION

To the extent permitted by applicable law, the School hereby agrees to indemnify, protect and save the Town harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from (i) the Real Property, including without limitation, the possession, condition, construction or use thereof, or (ii) the transactions contemplated by this Contract. The indemnification arising under this Section shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

SECTION 8. DEFAULT AND REMEDIES

8.1 Definition of Event of Default. The School shall be deemed to be in default hereunder upon the happening of any of the following events of default (each an "Event of Default"):

(a) The School shall fail to make any Payment or payment of interest, or fail to pay any other sum hereunder when due; or

(b) The School shall fail to perform or observe any term, condition or covenant of this Contract or of the Deed of Trust or shall breach any warranty by the School herein or therein contained; or

(c) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the School, or a receiver, custodian or similar officer shall be appointed for the School or any of its property, and such proceedings or appointments shall not be vacated or fully stayed after the institution or occurrence thereof; or

(d) Any warranty, representation or statement made by the School herein, in the Deed of Trust or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made; or

(e) An attachment, levy or execution of a security interest or lien is levied upon or against the Real Property that is not removed within a reasonable period of time.

8.2 Remedies on Default. Upon the occurrence of any Event of Default, the Town may exercise any one or more of the following remedies as the Town in its sole discretion shall elect:

(a) Declare the entire principal amount of the Payments and all accrued interest and other charges immediately due and payable without notice or demand to the School;

(b) Proceed by appropriate court action to enforce performance by the School of the applicable covenants of this Contract or to recover for the breach thereof;

(c) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder; or

(d) Enforce its security interest or institute foreclosure proceedings under the Deed of Trust on all or any portion of the Real Property.

8.3 Further Remedies. All remedies of the Town are cumulative and may be exercised concurrently or separately. The School agrees to pay the Town all court costs and reasonable attorney's fees incurred by the Town in enforcing the Town's rights and remedies under this Contract.

SECTION 9. ASSIGNMENT

9.1 Assignment by the School. The School agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Contract or the Real Property (except for the lien and security interest of the Town therein) without the Town's prior written consent.

9.2 Assignment by the Town. The Town agrees not to assign all or any part of its interest in the Real Property, this Contract, the Note and/or the Deed of Trust, without the School's prior written consent.

SECTION 10. TAX-EXEMPT INTEREST

It is the intention of the parties hereto that the interest portion of the Installment Payments paid by the School to the Town under this Contract shall be tax-exempt under Section 103 of the Code, and a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code.

SECTION 11. MISCELLANEOUS

11.1 Waiver. No covenant or condition of this Contract can be waived except by the written consent of the Town. Any failure of the Town to require strict performance by the School or any waiver by the Town of any terms, covenants or conditions herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or condition herein.

11.2 Severability. In the event any portion of this Contract shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.

11.3 Governing Law. This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

11.4 Notices. Any and all notices, requests, demands, and other communications given under or in connection with this Contract shall be effective only if in writing and either

personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed as follows and as described below, and shall be deemed to be received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

If to the Town, address to:

Town of Winterville
Post Office Box 1459
Winterville, North Carolina 28590
Attention: Ms. Terri Parker, Town Manager

If to the School, address to:

Christ Covenant School

Attention: _____

11.5 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

11.6 Entire Contract. This Contract, together with the exhibits and attachments hereto, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written agreement signed by the parties.

11.7 Binding Effect. Subject to the specific provisions of this Contract, this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11.8 Time. Time is of the essence of this Contract and each and all of its provisions.

11.9 Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

CHRIST COVENANT CHURCH

By: _____
Name: _____
Title: _____

TOWN OF WINTERVILLE, NORTH CAROLINA

By: _____
Name: Douglas A. Jackson
Title: Mayor

[AFFIX SEAL]

Attest: _____
Name: Jasman Smith
Title: Town Clerk

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

Anthony Bowers
Finance Director

EXHIBIT A

DESCRIPTION OF SCHOOL REAL PROPERTY

DRAFT

EXHIBIT B

PROMISSORY NOTE

DRAFT



**Town of Winterville
Town Council
Agenda Abstract**

Meeting Date: January 13, 2014
Presenter: Terri L. Parker, Town Manager

Item Section: Old Business

Item to be Considered

Subject: Set Dates for 2014 Council Retreat and Nobel Canal Work Session

Action Requested: Schedule the Above Outlined Meetings

Attachments: N/A

Prepared By: Terri L. Parker, Town Manager

Date: 1/7/2014

ABSTRACT ROUTING:

TC FD TM tlp - 01/07/2014 Final tlp - 01/07/2014

Supporting Documentation

At the December Regular meeting, the Council tabled the items related to scheduling a 2014 Council Retreat and a work session to discuss Nobel Canal.

Staff has brought these items back to the regular January meeting.

PLEASE NOTE: this Abstract covers Old Business Item #2 and Old Business Item #3.

Budgetary Impact: Any costs associated with these Special Meetings will be nominal and included in the current year Budget.

Recommendation: N/A



**Town of Winterville
Town Council
Agenda Abstract**

Meeting Date: January 13, 2014
Presenter: Terri L. Parker, Town Manager

Item Section: Old Business

Item to be Considered

Subject: Old Business Items #4; #5; and #6

Action Requested: Discussion of Said Items and Council Direction

Attachments: N/A

Prepared By: Terri L. Parker, Town Manager

Date: 1/7/2014

ABSTRACT ROUTING:

TC FD TM tlp – 01/07/2014 Final tlp – 01/07/2014

Supporting Documentation

At the December Regular meeting, Councilman Moore scheduled the following items for discussion:

- Traffic Flow Behind Winterville Fire Station;
- Services Affected by the Winterville Library Funding; and
- Old Tar Road Widening

Councilman Moore then requested that these items be tabled until the regular meeting in January. Staff has brought these items back for discussion and Council direction.

PLEASE NOTE: this Abstract covers Old Business Item #4, Old Business Item #5, and Old Business Item #6.

Budgetary Impact: TBD

Recommendation: N/A



**Town of Winterville
Town Council
Agenda Abstract**

Meeting Date: January 13, 2014
Presenter: Terri L. Parker, Town Manager

Item Section: New Business

Item to be Considered

Subject: 2014-2015 Budget Calendar

Action Requested: Approval of Draft Budget Calendar

Attachments: Draft 2014-2015 Budget Calendar

Prepared By: Terri L. Parker, Town Manager

Date: 1/7/2014

ABSTRACT ROUTING:

TC _____ FD _____ TM tlp - 01/07/2014 Final tlp - 01/07/2014

Supporting Documentation

Staff has prepared and hereby presents the Draft Budget Calendar for the 2014-2015 Fiscal Year. Our goal was to attempt to keep dates as close to the dates of the 2013-2014 Budget Calendar.

Budgetary Impact: TBD

Recommendation: Approve Draft Budget Calendar.



TOWN OF WINTERVILLE

FY 2014-2015

BUDGET CALENDAR

DATE	DESCRIPTION	TIME	LOCATION
January 28 th , 2014	Town Council Workshop Budget Update Establishment of 2014-2015 Priorities	6:00 pm	ECR
January 31 st , 2014	Distribution of Budget Worksheets to Mgmt. Team	N/A	TMGR OFFICE
March 14 th , 2014	Management Team Recommendations Due	N/A	TMGR OFFICE
April 7 th -21 st , 2014	Manager Review w/ Mgmt. Team	N/A	TMGR OFFICE
April 15 th , 2014	Town Council & Manager Progress Meeting	6:00 pm	ECR
May 12 th , 2014	Presentation of the Recommended Budget at the Regular Meeting	7:00 pm	THAR
May 27 th , 28 th , 29 th , 2014	Town Council Budget Work Session	6:00 pm	WCR
June 3 rd , 2014	Public Hearing	7:00 p.m	THAR
June 9 th , 2014	Adoption of the 2013-2014 Budget Ordinance	7:00 p.m	THAR
July 1 st , 2014	Fiscal Year Begins	N/A	N/A

THAR:
Town Hall Assembly Room
2571 Railroad St.
Winterville, NC 28590

ECR:
Executive Conference Room
2571 Railroad St.
Winterville, NC 28590

WCR:
Winterville Community Room
2571 Railroad St.
Winterville, NC 28590



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: January 13, 2014

Presenter: Alan Lilley, Planning Director

Item to be Considered

Subject: Preliminary Plat for proposed Bridlesong Park Subdivision.

Action Requested: Approval of Preliminary Plat.

Attachments: Map showing location; Planning & Zoning Board Report.

Prepared By: Alan Lilley, Planning Director

Date: 1/7/2014

ABSTRACT ROUTING:

TC JJS-1/8/14

FD

TM tlp - 01/07/14

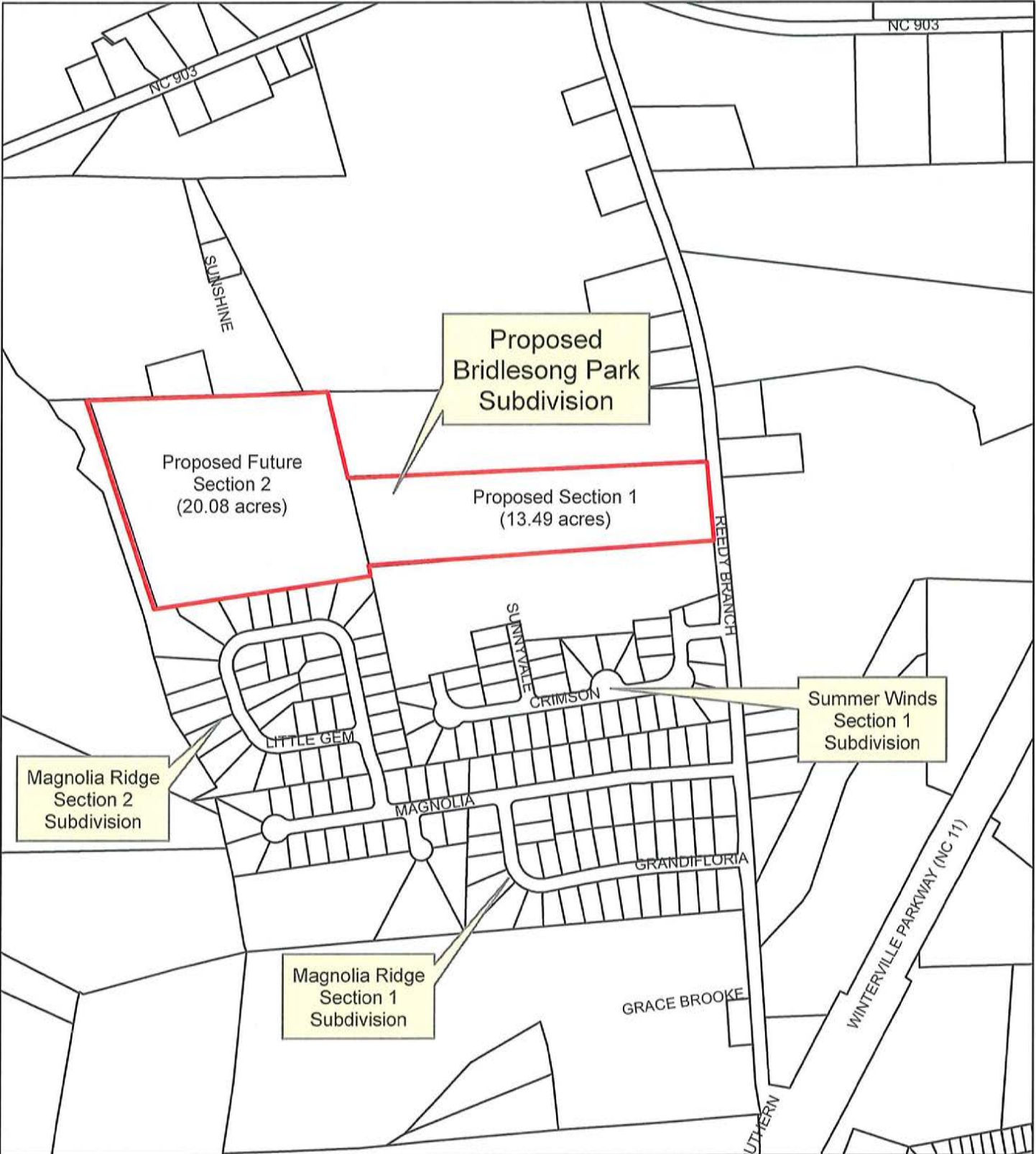
Final tlp - 01/07/14

Supporting Documentation

Bridlesong Park Subdivision is proposed on the west side of Reedy Branch Road, approximately 500 ft. north of the intersection of Sunrise Drive and Reedy Branch Road (see enclosed map). The subject property, Jerry E. Williams Property, was rezoned from Agricultural-Residential District to R-12.5 District at the July 8, 2013 Town Council meeting. The plat proposes development of the property is two sections. The first section is proposed on a 13.49 acre tract that adjoins Reedy Branch Road and will contain 35 lots. The second section, is proposed for future development, and will be located on a 20.08 acre tract located to the west of Section 1. The Planning and Zoning Board recommended conditional approval of the plat at their December 16, 2013 meeting (see enclosed Planning Board Report).

Budgetary Impact: N/A

Recommendation: The Planning and Zoning Board recommends conditional approval.



**Proposed
Bridlesong Parkway
Subdivision**



December 16, 2013

To: Winterville Town Council
From: Alan Lilley, Planning Director / Secretary Planning and Zoning Board
Subject: Report for December 16, 2013 Planning & Zoning Board Meeting

As recorded in the minutes of the December 16, 2013 meeting, the Winterville Planning and Zoning Board took the following actions and/or made the following recommendations:

Preliminary Plat for Bridlesong Park Subdivision

Planning Director Lilley stated that, based upon Development Review Committee meetings, the following conditions are recommended for approval:

Relative to meeting Phase 2 Stormwater requirements and Town of Winterville Stormwater Drainage Ordinance requirements the following actions are required:

- a) As the development proposes to meet Phase 2 Stormwater requirements by utilizing low impact BMP,s, deed restrictions will need to be recorded limiting the impervious surface of each lot. The preliminary plat shall contain a note to this affect.
- b) As the acreage of the Section 2 property was used in the calculations for meeting low impact BMP's for the entire subject properties, a deed restriction will need to be recorded perpetually binding the Section 2 property to serving this purpose of achieving low impact BMP compliance. The preliminary plat shall contain a note to this affect.
- c) Engineering calculations have shown that stormwater attenuation is not required for the development of Section 1 but will be required during development of Section 2 when the impervious area increases to 24 percent. The preliminary plat shall contain a note to this affect.

Following discussion, a motion to recommended approval subject to the previously stated conditions was made by Gregory Monroe and seconded by Tim Miller. The motion was carried unanimously.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: January 13, 2014

Presenter: Alan Lilley, Planning Director

Item to be Considered

Subject: Consideration of Board of Adjustment member appointment

Action Requested: Recommend appointment of Jeffrey Briley, as an out-of-town regular member

Attachments: Application for membership from Jeffrey Briley

Prepared By: Alan Lilley, Planning Director

Date: 1/8/2014

ABSTRACT ROUTING:

TC JJS-1/9/14

FD

TM tlp - 01/08/2014

Final tlp - 01/08/2014

Supporting Documentation

The Board of Adjustment is made up of 6 regular members and 2 alternates. Five regular members and one alternate member reside within the Winterville city limits and are appointed by the Winterville Town Council. One regular member and one alternate member reside within the Extraterritorial Jurisdiction and are appointed by the Pitt County Board of Commissioners. Due to members moving out of Winterville's jurisdiction, both out-of-town positions are currently vacant. Even though we have heavily solicited for applicants, we have had great difficulty in finding ETJ members. We have received an application from an eligible ETJ resident - Jeffrey Briley of 5016 Reedy Branch Road. As ETJ members are appointed by the Pitt County Board of Commissioners, the action to be considered by the Council is to recommend appointment of Mr. Briley, as a regular out-of-town member to the Pitt County Board of Commissioners. If this appointment is made, we will still have a vacancy for an out-of-town alternate member.

Budgetary Impact: N/A

Recommendation: Make a request to the Pitt County Board of Commissioners for appointment of Jeffrey Briley as an out-of-town, regular member to the Board of Adjustment.

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- 1 Board of Adjustment 2 Planning and Zoning Board
3 Recreation and Parks Advisory Board Tree Board
Mid-East Commission Stormwater Advisory Committee

Name: Jeffrey Briley Home Phone Number: 252-531-9026

Address: 5016 Reedy Branch, Winterville, NC 28590 Business Phone Number: 252-559-2235

Employed By: MasterBrand Cabinets Occupation: Manufacturing Manager

Name of High School Attended: D. H. Conley High School

College or University Attended: East Carolina University

How long have you been a resident of Winterville? I live out of the City Limits, but have been a member of the community for 42 years.

Have you served on a board/commission of the town? () Yes (x) No

If yes, please indicate which one(s):

Current membership in organization and offices held:

Past membership in organizations and offices held:

State why you feel you would be an asset to this board/commission.

The current membership is made up entirely of in town members and has a biased to the interest of the town and may have only one view from in town. I feel the board could use an out of town member that has a view consistent with the view of the out of town interests.

Signature: Jeffrey Earl Briley Date: 10-22-2013

Please Return To: Town of Winterville Town Clerk's Office P.O. Box 1459 Winterville, NC 28590

This information requested below is optional.

Form with fields for Ethnic Group, Sex, U.S. Citizenship, and Birth Date.