



**WINTERVILLE TOWN COUNCIL AGENDA - AMENDED  
MONDAY, JANUARY 11, 2021 - 7:00 PM  
WINTERVILLE TOWN HALL ASSEMBLY ROOM  
REMOTE VIA ZOOM**

- I. CALL TO ORDER.**
- II. INVOCATION.**
- III. PLEDGE OF ALLEGIANCE.**
- IV. WELCOME.**
- V. APPROVAL OF AGENDA.**
- VI. PROCLAMATION:**
  1. Dr. Martin Luther King, Jr.
  2. Human Trafficking Awareness and Prevention.
- 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.*
- 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. Approval of the following set of Council Meeting Minutes:
    - December 14, 2021 Regular Meeting Minutes.
  2. Eli's Ridge, Phases 1 and 3 (Storm Water Detention Area) - Annexation: Direct Town Clerk to Investigate the Sufficiency of Annexation.
- IX. NEW BUSINESS:**
  1. Audit Contract for fiscal year 2020 – 2021 with Carr, Riggs, and Ingram, LLC.
- X. OTHER AGENDA ITEMS.**
  1. Discussion on Suddenlink Letter (Councilman Smith).
- XI. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS.**

**XII. REPORTS FROM DEPARTMENT HEADS:**

- ❖ Minimum Housing/Code Enforcement (TLP)
- ❖ Tar Road Widening Project – Electric Engineering/Relocation (RS)
- ❖ New Electric Territory Project - Engineering/Installation (RS)
- ❖ Fork Swamp Greenway Project (EJ)
- ❖ Multi-Purpose Building Site Plan (EJ)
- ❖ Winterville Market/Town Common Plan (BW)
- ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (BW)
- ❖ 2018 Sewer Rehabilitation (BW)
- ❖ Church Street Pump Station Rehabilitation Project (BW)
- ❖ Cemetery Expansion Project (BW)

**XIII. ANNOUNCEMENTS:**

1. Town Offices Closed: Monday, January 18, 2021 for the Martin Luther King, Jr. Holiday.
2. Town Council Vision Setting Meeting: Monday, January 25, 2021 – 5:30 PM – Town Hall Assembly Room (Remote via ZOOM).
3. Recreation Advisory Board: Tuesday, January 26, 2021 @ 6:30 pm - Town Hall Assembly Room (Remote via ZOOM).

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

**XV. CLOSED SESSION:**

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

**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. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting. (Personnel Matter).

**XVI. ADJOURN.**

**SPECIAL NOTICE:** *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 215-2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



**PROCLAMATION**  
**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**, a national holiday has been established by law 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 18, 2021, 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 do set my hand, and cause the seal of Winterville to be affixed this 11th day of January 2021.

\_\_\_\_\_  
Douglas A. Jackson, Mayor

**Attest:**

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



**PROCLAMATION**  
***Human Trafficking Awareness and Prevention***

**WHEREAS**, human trafficking involves the recruitment, harboring, transportation, provision, buying or selling of human beings for their services of labor or commercial sex through the use of force, fraud or coercion; and

**WHEREAS**, human trafficking violates basic human rights and deprives victims of human dignity and freedom. Victims are dehumanized and forced into modern-day slavery; and

**WHEREAS**, human trafficking is a growing global and national problem, with North Carolina being consistently ranked among the top ten states for prevalence in human trafficking; and

**WHEREAS**, it is imperative that we educate our communities, our young people, and families to take an active interest in learning how to recognize the risks and resist predators who use coercion and threats to manipulate children as young as 12 into labor or sex trafficking; and

**WHEREAS**, in recognition of the need for that education, the NC General Assembly enacted legislation mandating that sex trafficking prevention and awareness information be included in the sexual health education curriculum; and

**WHEREAS**, the NC General Assembly enacted legislation in 2019 mandating that sex trafficking training be provided to all public school personnel; and

**WHEREAS**, the Pitt County Coalition Against Human Trafficking seeks to eradicate human trafficking by empowering organizations and individuals through collaboration, leadership, and training; and

**WHEREAS**, the Pitt County Sheriff's Office, the Pitt County Department of Social Services, Pitt County Schools and many other organizations are active members of the Pitt County Coalition Against Human Trafficking; and

**WHEREAS**, the Town of Winterville is committed to protecting people vulnerable to human trafficking and taking action to end human trafficking through prevention, prosecution, and partnerships.

**IN WITNESS WHEREOF**, I, do hereby proclaim January 2021 as "Human Trafficking Awareness and Prevention Month", and commend its observance to all citizens and set my hand, and cause the seal of Winterville to be affixed this 11th day of January 2021.

---

Douglas A. Jackson, Mayor

**Attest:**

---

Donald Harvey, Town Clerk



# TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: Shantel Hawkins

Date: 1/11/21

Address: 2456 Mill Street

Phone: 252-327-0399

Town Council Meeting Date Requesting to Provide Comment:  
January 11, 2021

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

A continued request for Town Forum to address concerns about the reality of systemic racism, inequities and disconnect within the country and the Town of Winterville, NC.

Name(s) of Speaker(s):

(1) Ms. Shantel Hawkins

(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.

Ms. Shantel Hawkins

Signature



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** January 11, 2021

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Council Meeting Minutes.

**Action Requested:** Approval of Minutes.

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

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

**Date:** 1/5/2021

**ABSTRACT ROUTING:**

TC: 1/5/2021

TM: 1/7/2021

Final: tlp – 1/7/2021

**Supporting Documentation**

Approval of the following set of Council Meeting Minutes:

- December 14, 2020 Regular Meeting Minutes.

**Budgetary Impact:** NA.

**Recommendation:** Approval of Minutes.



**WINTERVILLE TOWN COUNCIL  
MONDAY, DECEMBER 14, 2020 – 7:00 PM  
REGULAR MEETING MINUTES  
REMOTE VIA ZOOM**

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 following were present:

Douglas A. Jackson, Mayor (remote)  
Veronica W. Roberson Mayor Pro Tem  
Richard (Ricky) E. Hines, Councilman  
Tony P. Moore, Councilman  
Johnny Moye, Councilman (remote)  
Mark C. Smith, Councilman (remote)  
Terri L. Parker, Town Manager  
Ben Williams, Assistant Town Manager  
Ryan Willhite, Police Chief  
David Moore, Fire Chief  
Robert Sutton, Electric Director  
Anthony Bowers, Finance Director  
Evan Johnston, Parks and Recreation Director  
Bryan Jones, Planning Director  
Donald Harvey, Town Clerk

**CALL TO ORDER:** Mayor Jackson called the meeting to order.

**INVOCATION:** Mayor Pro Tem Roberson gave the Invocation.

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

**WELCOME:** Mayor Jackson welcomed the public.

**APPROVAL OF AGENDA:**

Manager Parker noted an amendment to the Agenda to add New Business item 5- Contract Construction Line Crew Assistance for New Electric Territory and Eli's Ridge Subdivision.

**Motion made by Councilman Hines and seconded by Mayor Pro Tem Roberson to approve the amended agenda. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

**APPOINTMENT OF MAYOR PRO TEM:**

Mayor Pro Tem Roberson nominated Councilman Hines as Mayor Pro Tem. There were no other nominations.

Motion made by Mayor Pro Tem Roberson and seconded by Councilman Moore to appoint Ricky Hines as Mayor Pro Tem. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

**PRESENTATIONS:**

**2019-2020 Audit Report.** Michael C. Jordan, CPA, Partner with Carr, Riggs &Ingram, LLC gave the following presentation:

**Town of Winterville**  
**Comprehensive Financial Information Report**  
**June 30, 2020**

National Strength.  
SOUTHERN ROOTS.

**CRI** CARR  
RIGGS &  
INGRAM  
CPAs and Advisors  
CRIcpa.com

**General Fund**

- Unassigned fund balance and as a percentage of general fund expenditures:
  - 2020 \$7,102,605 – 67.78%
  - 2019 \$5,337,796 – 56.01%
  - 2018 \$5,428,585 – 59.76%
  - 2017 \$5,913,768 – 83.08%
  - 2016 \$5,214,955 – 75.67%
  - 2015 \$5,413,814 – 84.38%
  - 2014 \$4,236,207 – 63.71%
  - 2013 \$3,289,582 – 56.53%

CARR, RIGGS & INGRAM, LLC



## General Fund

- Total fund balance and as a percentage of general fund expenditures:
  - 2020 \$8,831,936 – 84.28%
  - 2019 \$9,494,676 – 99.63%
  - 2018 \$9,033,638 – 99.45%
  - 2017 \$8,537,687 – 119.95%
  - 2016 \$7,893,731 – 114.54%
  - 2015 \$7,342,441 – 114.44%
  - 2014 \$6,266,010 – 94.24%
  - 2013 \$5,353,514 – 91.99%
- Includes non-spendable, restricted, committed, assigned, unassigned

CARR, RIGGS & INGRAM, LLC

## Governmental Funds [General Fund]

- Revenues:
  - 2020 \$9,310,390
  - 2019 \$8,423,925
  - 2018 \$7,939,025
  - 2017 \$7,482,114
  - 2016 \$7,220,120
  - 2015 \$7,066,950
  - 2014 \$6,816,537
  - 2013 \$6,454,118

CARR, RIGGS & INGRAM, LLC

## General Fund Budgetary Data

- 2020 Budgeted vs. Actual Revenues
  - \$8,962,888 vs. \$9,310,390
- 2019 Budgeted vs. Actual Revenues
  - \$8,433,208 vs. \$8,423,925
- 2018 Budgeted vs. Actual Revenues
  - \$7,650,584 vs. \$7,939,025
- 2017 Budgeted vs. Actual Revenues
  - \$7,326,837 vs. \$7,482,114
- 2016 Budgeted vs. Actual Revenues
  - \$7,157,779 vs. \$7,220,120
- 2015 Budgeted vs. Actual Revenues
  - \$6,599,544 vs. \$7,066,950

CARR, RIGGS & INGRAM, LLC

## General Fund Budgetary Data

- 2020 Budgeted vs. Actual Expenditures
  - \$13,240,284 vs. \$10,478,881
- 2019 Budgeted vs. Actual Expenditures
  - \$13,848,030 vs. \$9,529,204
- 2018 Budgeted vs. Actual Expenditures
  - \$11,572,701 vs. \$7,812,619
- 2017 Budgeted vs. Actual Expenditures
  - \$8,603,869 vs. \$7,117,437
- 2016 Budgeted vs. Actual Expenditures
  - \$8,232,171 vs. \$6,891,432
- 2015 Budgeted vs. Actual Expenditures
  - \$7,586,472 vs. \$6,416,230

CARR, RIGGS & INGRAM, LLC

## Proprietary Fund Net Position

- Water Fund:
  - 2020 Unrestricted \$1,807,462
  - 2019 Unrestricted \$1,249,180
  - 2018 Unrestricted \$1,380,010
  - 2017 Unrestricted \$1,571,623
  - 2016 Unrestricted \$1,550,091
- Electric Fund:
  - 2020 Unrestricted \$7,424,873
  - 2019 Unrestricted \$7,159,927
  - 2018 Unrestricted \$7,143,123
  - 2017 Unrestricted \$6,554,801
  - 2016 Unrestricted \$5,934,482

CARR, RIGGS & INGRAM, LLC

## Proprietary Fund Net Position

- Sewer Fund:
  - 2020 Unrestricted \$637,928
  - 2019 Unrestricted \$318,986
  - 2018 Unrestricted \$981,214
  - 2017 Unrestricted \$920,453
  - 2016 Unrestricted \$830,223
- Stormwater Fund:
  - 2020 Unrestricted \$591,515
  - 2019 Unrestricted \$350,246
  - 2018 Unrestricted \$213,325
  - 2017 Unrestricted \$113,303
  - 2016 Unrestricted \$160,195

CARR, RIGGS & INGRAM, LLC

## Cash Balances & Investments

- Governmental Funds:
  - Unrestricted
    - 2020 \$10,798,865
    - 2019 \$8,226,380
    - 2018 \$11,768,236
    - 2017 \$7,113,798
    - 2016 \$6,396,794
    - 2015 \$5,946,334
- Proprietary Funds:
  - Unrestricted
    - 2020 \$6,109,383
    - 2019 \$7,500,358
    - 2018 \$4,400,749
    - 2017 \$7,725,958
    - 2016 \$7,343,054
    - 2015 \$5,946,334

CARR, RIGGS & INGRAM, LLC

## Powell Bill Fund

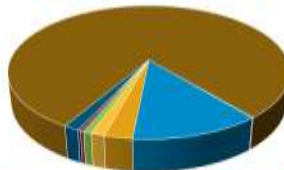
- 2020:
  - Cash balance \$241,969
  - State Distribution \$258,124
- 2019:
  - Cash balance \$379,837
  - State Distribution \$257,450
- 2018:
  - Cash balance \$964,355
  - State Distribution \$259,072
- 2017:
  - Cash balance \$808,216
  - State Distribution \$260,092
- 2016:
  - Cash balance \$1,076,372
  - State Distribution \$264,282

CARR, RIGGS & INGRAM, LLC

## Fund Balance – General Fund

Town of Winterville, North Carolina

General Fund - Fund Balance

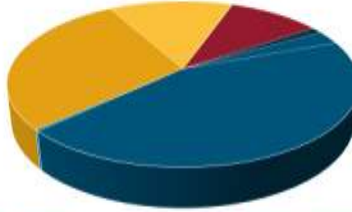


- Inventories \$11,311
- Restricted Streets \$241,969
- Restricted Recreation \$71,092
- Committed OPEB \$25,000
- Unassigned \$7,102,605
- Reserved by State Statute \$1,106,195
- Restricted Public Safety \$110,413
- Committed Housing \$29,305
- Assigned - FBA \$130,021

CARR, RIGGS & INGRAM, LLC

## General Fund Revenues

Town of Winterville, North Carolina  
General Fund Revenues



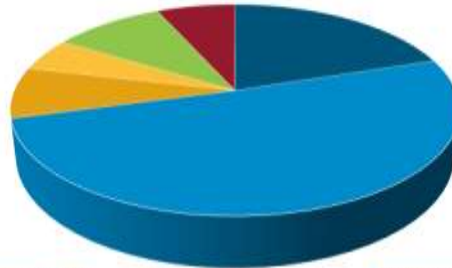
- Ad valorem taxes - \$4,061,837
- Unrestricted intergovernmental - \$2,655,675
- Permits and fees - \$14,862
- Investment earnings - \$102,824
- Other taxes and licenses - \$25,251
- Restricted intergovernmental - \$1,252,460
- Sales and services - \$984,257
- Miscellaneous - \$253,224

CARR, RIGGS & INGRAM, LLC

12

## General Fund Expenditures

Town of Winterville, North Carolina  
General Fund Expenditures



- General government \$2,098,548
- Public safety \$5,320,092
- Transportation \$819,354
- Environmental protection \$532,198
- Cultural and recreation \$1,000,797
- Debt service \$707,696

CARR, RIGGS & INGRAM, LLC

13

### TODAY'S PRESENTER

Michael C. Jordan, CPA, Partner  
Goldsboro  
919-751-8297  
mjordan@cricpa.com

Text CRI to 66066 to receive CRI News and Alerts.

CARR, RIGGS & INGRAM, LLC


**PUBLIC HEARINGS:**

**David Evans Property – Rezoning Request (Parcel 55092).** Planning Director Jones gave the following presentation:

**Town of WINTERVILLE**  
*A slice of the good life!*

David Evans Property – Rezoning Request

- Applicant: David Evans, Jr.
- Location: Church Street Ext at its intersection with Park Road
- Parcel Number: 70857
- Site Data: 33.4 acres
- Current Zoning District: AR
- Proposed Zoning District: R-8 – Conditional Zoning District




**Town of WINTERVILLE**  
*A slice of the good life!*

David Evans Property – Rezoning Request

Conditions for Proposed Zoning District:

- "Lots shall be a minimum of 10,000 square feet."



- Notification was posted on the site on October 5, 2020 (prior to P&Z Meeting).
- Adjacent property owners were mailed notification of the Public Hearing on November 18, 2020.
- Notice of the Public Hearing was published in the Daily Reflector on December 2, 2020 and December 9, 2020.
- Planning and Zoning Board unanimously recommended approval of the rezoning request on October 19, 2020.





**FUTURE LAND USE CHARACTER AREAS**

- Conservation**  
The 100-year floodplain is regulated in order to prevent loss of living foods. These areas are appropriate for outdoor recreation, agriculture / silviculture, and are otherwise predominantly unsuitable for development. This area also includes cemeteries.
- Rural Residential**  
Very low density single family detached residential on very large lots in a rural setting. Generally less than 1 dwelling per acre, and almost always without sewer service. Industrial agricultural operations are still active in these locations.
- Suburban Residential**  
Primarily the large lot, single family detached residential that many people love about the town's housing stock. Generally 2-3 dwelling units per acre, larger lots, with front- and side-loaded garages. Smaller lot sizes occasionally if minimum standards for open space and amenities are exceeded.
- Urban Neighborhood**  
Primarily medium-sized lots with single family detached residential and occasionally smaller-scale, cost-sensitive patio homes and attached residential permitted if design criteria are met. Generally 3-6 dwellings per acre. Some small-scale services, retail, parks, or offices encouraged at select locations with good access.
- Commercial Overlay**  
Potential for small-scale commercial that is sensitive to existing residential development if good transportation access is possible.
- Neighborhood Center**  
Concentrate appropriate commercial, retail, services, professional offices, and occasionally residential located at key locations and crossroads that serve the general neighborhood around them. Small lot residential or patio homes and/or attached residential could be part of land use mix.
- Mixed Use Center**  
Mix of commercial, retail, restaurants, and service-oriented businesses, with a variety of residential options, including multi-family, townhomes, and upper story residential. Offices also potentially on upper floors. Walkable places with a pedestrian-focused "downtown" feel.
- Regional Center**  
High- to medium-intensity commercial, retail and lodging uses that act as regional activity centers, with offices and residential potentially mixed in. Primarily auto-oriented destinations with national or regional businesses.
- Employment / Residential**  
These areas could include office buildings, storage and flex uses, supporting commercial uses and/or medium to high-intensity residential uses.
- Office & Employment**  
Large office buildings, manufacturing, distributor, and high- to medium-intensity uses, storage and flex uses, along with associated offices and supporting commercial uses.
- Institution or Park**  
Community schools, the Pitt Community College campus, town parks, and open space areas form a fabric that binds the community together. New institutional, civic, and open space uses are potentially allowed in any future land use category.

**FUTURE LAND USE CHARACTER AREA**

PLANNING

**General Character**

Large lot, low density single family residential was identified by the community as a land use type that was appropriate and valued in many locations. This flexible land use type is appropriate for many areas of the planning area and will likely be served by town utilities.

Typical Components	
Density	0.5 per acre
Lot coverage	Low
Building height	0-2 stories
Parking	Off street front, side, or rear
Street location	Suburban street, wooded yard
Height of view walls	30'-60'
Block width	600'-1000'
Driveway	Curb and gutter
Driveway/Accession	Suburban curb side
Open space	10-20%, including passive recreation, trails, playgrounds, amenity centers, sports grounds, typically 10, 20, 25, 35, 42.5, 50, 60, or 65.0 additional open space or amenities are provided
Historic zoning	

Adopted: 10/14/2018

**Uses**

Primarily single family detached residential with green service.

**Buildings & Parking**

Buildings are usually set back from the road and have large front setback yards. Parking should be off street as much as possible, especially since sidewalks are limited.

**Streets & Connections**

These neighborhoods tend to be well-served by utilities and are fairly homogeneous. Street connections to adjacent neighborhoods is key to creating a connectivity and providing options for the future. Sidewalks connect neighbors, and landscaping is primarily trees or manicured.



Examples of Suburban Residential

Suburban Residential

Land Use & Character | 47







**Staff Recommendation:**

- Site Details – Park Road to the north is NOT paved; Railroad tracks border property on the west side.
- Planning Staff finds the request is reasonable and in the public interest because the proposed zoning district is compatible with surrounding land uses and the future land use plan.
- Staff recommends approval of the request to rezone 33.4 acres from AR to R-8 CD
  - ❖ With the condition of minimum lot size of 10,000 sq. ft.



**REZONING PROCESS:**

- Planning and Zoning Board unanimously recommended approve the rezoning request on October 19, 2020.
- Town Council is will now hold a Public Hearing regarding this rezoning request.



Council and Staff discussed questions relating to the rezoning request.

Mayor Jackson declared the public hearing open, asked if anyone would like to speak in favor of the rezoning request. Linwood Stroud with Stroud Engineering spoke in favor of the proposed rezoning. Mayor Jackson asked if anyone would like to speak in opposition of the rezoning request. There were none. Mayor Jackson asked for any further discussion or any more questions. Hearing none, Mayor Jackson closed the public hearing and asked what is the pleasure of the Board.

**Motion made by Councilman Moore and seconded by Mayor Pro Tem Roberson to approve the David Evans Property – Rezoning Request (Parcel 55092) - Ordinance No. 20-O-121, subject to the 24-hour comment period. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

**\*(Note to the minutes) No comments were received within 24 hours of the conclusion of the meeting, thus the motion on the David Evans Property – Rezoning Request (Parcel 55092) - Ordinance No. 20-O-121 is approved.**

DRAFT

**AN ORDINANCE TO AMEND CHAPTER 155  
ZONING ORDINANCE OF THE  
CODE OF ORDINANCES OF THE  
TOWN OF WINTERVILLE, NORTH CAROLINA  
OFFICIAL ZONING MAP**

**WHEREAS**, David A. Evans, Jr. has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of the property described herein of Agricultural Residential (AR) to R-8 Conditional District; and

**WHEREAS**, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 7:00 p.m. on December 14, 2020, after due notice publication on December 2, 2020 and December 9, 2020; and

**WHEREAS**, due notice of said public hearing was also given by first class mail to the owners of all parcels, as shown on the County Tax Records, adjoining the parcel under consideration, certification of which has been to the Winterville Town Council; and

**WHEREAS**, due notice of said public hearing was also given by posting a rezoning request notice on the subject property;

**WHEREAS**, the Winterville Town Council finds that the proposed rezoning is in compliance with the Town of Winterville's Comprehensive Land Use Plan;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Winterville, North Carolina that:

**Section 1.** The Town of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from Agricultural Residential to R-8 CD. Conditions for the zoning district are as follows: Minimum lot size will 10,000 square feet.

*David A. Evans, Jr., a 33.4-acre tract land located on Church Street Ext., Tax Parcel 70857, and being more particularly described on the attached legal description provided below.*

**LEGAL DESCRIPTION OF PROPERTY  
REZONED FROM AR to R-8 CD  
DAVID A. EVANS, JR.  
WINTERVILLE TOWNSHIP, PITT, NC**

Lying and being in Winterville Township, Pitt County, North Carolina, lying north and east of NCSR 1131 Reedy Branch Road and south of NCSR 1713 Laurie Ellis Road, and beginning at an existing railroad spike in the centerline intersection of NCSR 1718 Park Road and NCSR 1714 Church Street Extension, thence from the railroad spike S40-10-58W - 84.68' to a point on the western right-of-way of NCSR 1714 Church Street Extension, thence along the right-of-way of Church Street Extension S19-26-01W - 651.04' to the southeast corner of the Winterville Church of Christ, Inc. property as recorded in Deed Book 3154, Page 451 with map recorded in Deed Book 1825, Page 613 of the Pitt County Registry, the true point of beginning.

Thence from the true point of beginning, leaving the right-of-way of NCSR 1714 Church Street Extension S70-33-59E- 30.00' to a point in the centerline of Church Street Extension, thence along the centerline of Church Street Extension S19-26-01W - 856.88', thence S18-01-11W - 24.17', thence leaving the centerline of Church Street Extension N69-30-22W - 30.06' to a point on the western right-of-way of Church Street Extension, the northeast corner of the property owned by the Town of Winterville as recorded in Map Book 50, Page 114, thence leaving the right-of-way of Church Street Extension and following the line common to the Town of Winterville N69-30-22W - 80.23', thence S20-29-38W-129.33' to a point in the centerline of Cedar Swamp Canal, thence leaving the Town of Winterville property down the centerline of Cedar Swamp Canal the following calls: N49-15-08W - 310.76', thence N75-15-24W -155.88', thence N57-34-23W -225.65', thence N68-32-42W - 83.51', thence N88-14-50W -169.17' to a point on the eastern right-of-way of the CSX Railroad, thence along the railroad right-of-way N22-58-05E- 2019.08' to a point in the centerline of NCSR 1718 Park Road, thence along the centerline of Park Road S51-44-35E- 69.61', thence S47-47-45E- 377.97', thence S47-00-11E- 188.26', thence leaving the centerline of Park Road S19- 26-01W - 32.73' to a point on the southern right-of-way of Park Road, the northwest corner of the Bobby F. Jefferson, Jr. property as shown on map recorded in Deed Book 1710, Page 547 of the Pitt County Registry, thence leaving the right-of-way of Park Road and following the western line of the Jefferson property, S19-26-01W -414.70' to a point in the northern line of the Winterville Church of Christ, Inc. property, thence along the Winterville Church boundary N70-33-59W-138.00', thence S19-26-01W- 418.00', thence S70-33-59E- 418.00' to a point on the western right-of-way of NCSR 1714 Church Street Extension, the true point of beginning, containing 33.4 Acres, being Parcel Number 70857 as filed with the Pitt County Tax Assessor's Office and also a portion of Tract 1 as shown on map entitled "Boundary Survey For Charles White" prepared by Baldwin and Associates, Greenville, North Carolina dated July 22, 2003.

End of Legal Description

Section 2. This action shall be shown on the Official Zoning Map.

Section 3. This ordinance shall become effective upon adoption.

Adopted this 14<sup>th</sup> day of December 2020.

\_\_\_\_\_  
Douglas A. Jackson, Mayor

ATTEST:


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

**Zoning Ordinance Amendments – Chapter 160D of the NC GS.** Planning Director Jones gave the following presentation:

Town of  
**WINTERVILLE**  
*A slice of the good life!*

Zoning Ordinance Amendments

- Notice of the Public Hearing was published in the Daily Reflector on December 2, 2020 and December 9, 2020.
- Planning and Zoning Board unanimously recommended approval of the Zoning Ordinance amendments on October 19, 2020.




Town of  
**WINTERVILLE**  
*A slice of the good life!*

Zoning Ordinance Amendments

**What is Chapter 160D?**

- The new Chapter 160D of the North Carolina General Statutes consolidates current city- and county-enabling statutes for development regulations (now in Chapters 153A and 160A) into a single, unified chapter.
- It's a complete re-write of the NC Planning and Zoning Statutes, requiring an update to every local ordinance in the State.
- Overall, it refines procedures, aligns terminology, and confirms authority that was assumed under the old statutes.



**What is Chapter 160D?**

- Summary of Amendments
- Checklist from school of government



**Staff Recommendation:**

- Staff recommends approval of the Zoning Ordinance Amendments to comply with NC General Statutes – Chapter 160D.



**AMENDMENT PROCESS:**

- Planning and Zoning Board recommended approval of the Zoning Ordinance Amendments on October 19, 2019
- Town Council is will now hold the Public Hearing on the Zoning Ordinance amendments:



Mayor Jackson declared the public hearing open, asked if anyone would like to speak in favor of the Amendments. There were none. Mayor Jackson asked if anyone would like to speak in opposition of the Amendments. There were none. Mayor Jackson asked for any further discussion or any more questions. Hearing what is the pleasure of the Board.

**Motion made by Mayor Pro Tem Roberson and seconded by Councilman Hines to approve the Zoning Ordinance Amendments – Chapter 160D of the NC GS - Ordinance No. 20-O-122, subject to the 24-hour comment period. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

**\*(Note to the minutes) No comments were received within 24 hours of the conclusion of the meeting, thus the motion on the Zoning Ordinance Amendments – Chapter 160D of the NC GS - Ordinance No. 20-O-122 is approved.**

Excerpt of Ordinance No. 20-O-122 shown below:

DRAFT



**CHAPTER 155  
ZONING ORDINANCE OF THE  
CODE OF ORDINANCES OF THE  
TOWN OF WINTERVILLE, NORTH CAROLINA**

Originally adopted February 14, 2000

Incorporates amendments adopted up to date of printing.

Latest Amendment Adopted - 20-O-122 adopted December 14, 2020.

Printed December 2020



Ordinance No: 20-O-122  
Date of Adoption: December 14, 2020  
Description: Amended Ordinance to comply with Chapter 160D of the North Carolina General Statutes, a complete reorganization of the state's planning and development regulation statutes.

---

Douglas A. Jackson, Mayor

ATTEST:

---

Donald Harvey, Town Clerk

**PUBLIC COMMENTS:** None

**CONSENT AGENDA:**

Items included in the Consent Agenda:

1. Approval of the following set of Council Meeting Minutes:
  - November 9, 2020 Regular Meeting Minutes.
2. Approval of 2021 Calendars:
  - 2021 Regular Council Meeting Calendar; and
  - 2021-2022 Budget Calendar.
3. Designation of Applicants Agent for Hurricane Isaias.

**Motion made by Councilman Hines and seconded by Councilman Moore to approve the consent agenda. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

**OLD BUSINESS:**

**Taxicab Final Approval.** Police Chief Willhite commented as required by ordinance, the Police Department had conducted an investigation of the applicants for the taxicab franchise permit and conducted safety inspections of two (2) vehicles that will be used. He informed Council that All Dunn Transport had no concerning issues during the review.

**Motion made by Councilman Moore and seconded by Councilman Hines to give final approval for a Taxicab Franchise to All Dunn Transport. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

## **NEW BUSINESS:**

**Board of Adjustment Member Appointments.** Planning Director Jones noted that The Board of Adjustment (BOA) consists of five (5) Members; four (4) members of the board are appointed by the Town Council and shall be residents of the Town of Winterville, and one (1) member is appointed by the Board of County Commissioners of Pitt County, all for overlapping terms of three years. The BOA also consists of one (1) regular alternate member and one (1) alternate ETJ member. Mr. Brian Miller is currently designated as an Alternate Regular Member. With the resignation of a Regular Member, Mr. Miller would now be moved to a Regular Member and would leave the Regular Member Alternate position vacant. The Town Clerk currently has two (2) applications on file requesting to be appointed to the Board. The applicants are as follows in order of receipt: Garret Killian and Brandy Daniels.

**Motion made by Councilman Hines and seconded by Councilman Moore to approve Brian Miller as a Member to the Board of Adjustment. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

**Motion made by Councilman Hines and seconded by Mayor Pro Tem Roberson to approve Garret Killian as an Alternate Member to the Board of Adjustment. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

**NCLM Voting Delegate for the New Legislative Biennium.** Clerk Harvey noted that Council needs to designate the Town's Voting Delegate for the start of the new legislative biennium. During even-numbered years, members come together to submit their legislative goals and priorities. Each member municipality is eligible to cast a single vote in this goal setting process. Each member municipality shall designate one voting delegate who is responsible for casting the municipality's vote.

**Motion made by Mayor Pro Tem Roberson and seconded by Councilman Hines to appoint Councilman Moore as the voting delegate for the NCLM New Legislative Biennium. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

**Approval of Financing Terms and Agreement with Branch Bank and Trust.** Finance Director Bowers noted that the Town Council had approved the purchase of three pieces of Public Works equipment, one (1) vehicle for the Finance Department and new ERP Software. The funding for the Public Works equipment was approved in last Fiscal Year's budget in the amount of \$611,000. The Council also approved the purchase of an SUV in the 2020-2021 budget in the amount of \$26,000. The funds approved for the financing of the software was \$496,000. Quotes were received from 4 Lending institutions. BB&T (Trust) was the lowest bid, with rates at 1.92%, 1.58%, and 1.92% respectively. Historically the Town has not financed vehicles and equipment over seven (7) years. Staff recommends accepting BB&T's proposal for all three (3) pieces of equipment with the seven (7)-year term for the Equipment, a three (3)-year term for the SUV, and a seven (7)-year term for the ERP Software.

**Motion made by Councilman Moore and seconded by Councilman Hines to approve BB&T to finance items as recommended by the Finance Director and adopt Resolution Nos. 20-R-121, 20-R-122, and 20-R-123. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of BS&A Equipment (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated November 20, 2020. The amount financed shall not exceed \$496,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.92%, and the financing term shall not exceed seven (7) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 14th day of December, 2020

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

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

Title: Town Clerk

Title: Mayor

SEAL

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of vehicles and equipment (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated November 20, 2020. The amount financed shall not exceed \$611,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.92%, and the financing term shall not exceed seven (7) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 14th day of December, 2020

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

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

Title: Town Clerk

Title: Mayor

SEAL

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of a Nissan Pathfinder (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated November 20, 2020. The amount financed shall not exceed \$26,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.58%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 14th day of December, 2020

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

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

Title: Town Clerk

Title: Mayor

SEAL

**Sanitary Sewer Rehabilitation 2019.** Assistant Town Manager Williams noted that in 2018, the Town applied for funding assistance for collection system rehabilitation. In January 2019, the NC Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) reviewed the funding application and approved the Town of Winterville for loan assistance from the Clean Water State Revolving Fund (CWSRF) in the amount of \$3,532,000 with \$500,000 in principal forgiveness. The original estimated loan amount for the project was \$3,032,200, with a term of twenty (20) years and an interest rate of 0%. Engineering design fees, including inspection and construction administration services, total \$422,750. Bids were opened on Tuesday November 17, 2020. The lowest responsible bidder was North American Pipeline Management, Inc., with a low bid of \$3,076,961. The lowest bid was 9.7% higher than the original construction estimate. The Town has requested additional funding for the project in the amount of \$190,829.03. This requested amount is based on the revised project budget reflecting the received bid price and construction contingency. This requested increase will bring the total loan amount to \$3,223,029.03 and the total project cost of \$3,723,029.03 not including closing costs (\$74,460). 100% of this project including all engineering fees and construction costs will be covered by the loan/grant that the Town received.

**Motion made by Councilman Hines and seconded by Mayor Pro Tem Roberson to award the contract to North American Pipeline Management, Inc. and adopt Resolution No. 20-R-124. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

DRAFT

**TOWN OF WINTERVILLE  
RESOLUTION**

WHEREAS, the Town of Winterville is in the process making improvements to its wastewater collection system by repairing and improving its sanitary sewer system, and

WHEREAS, The Town of Winterville has applied for loan financing from the State of North Carolina for the replacement project designated as CS370879-02, and

WHEREAS, less than three bids as required by North Carolina General Statutes were received on the first scheduled bid opening date for the sanitary sewer rehabilitation, and

WHEREAS, the scheduled bid opening was re-advertised, and two bids were received by The Town of Winterville from North American Pipeline Management, Inc. and Jones and Smith Contractors, LLC on November 17, 2020, and

WHEREAS, The Town of Winterville desires to accept the lowest, responsive bid received and make tentative award of a construction contract based upon the bid price.

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

THAT, The Town of Winterville hereby accepts the lowest, responsive bid received on November 17, 2020, for making improvements to its wastewater collection system by repairing and improving its sanitary sewer system.

THAT, a construction contract be tentatively awarded to the bidder, North American Pipeline Management, Inc., for the Bid amount of \$3,076,961.00, subject to review of the bid-award actions and subsequent approval by the funding agency, the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

Adopted this the 14th day of December 2020 at a regularly scheduled meeting of the Town of Winterville Town Council held at the Assembly Room at the Winterville Town Hall Remote via Zoom in Winterville, North Carolina.

---

Douglas A. Jackson, Mayor

Attest:

---

Donald Harvey, Town Clerk  
(SEAL)

**Contract Construction Line Crew Assistance for New Electric Territory and Eli’s Ridge Subdivision.** Electric Director Sutton noted that the Town’s electric territory, through an agreement with Greenville Utilities Commission, has expanded into areas that will require the installation of new electric infrastructure. The installation of backbone electric infrastructure into these areas requires the installation of large quantities of electric conductor. Staff has recently installed the majority of the required pipe that houses the electrical conductors in the Eli’s Ridge Subdivision area. The installation of conductor is now needed. This will require additional labor and staffing, experienced in this type of construction, for the timely completion of the project. The Town contacted three construction companies for bids. Two companies submitted labor bids while the third declined due to not being able to meet the labor needs for the job. Staff recommends approval of the contract for the installation of Underground/Overhead conductor and appurtenances with River City Construction at a rate of \$185 per crew hour.

**Contract Line Crew Hourly Rates**

Company	Hourly Rate	Weekly Rate Per Crew	* Estimated Construction Project Costs
River City Construction	\$185.00	\$7,400.00	\$103,600.00
Lee Electrical Construction	\$234.00	\$9,360.00	\$131,140.00
Pike Electric	No Bid	No Bid	Company declined opportunity to bid due to lack of available labor for project.

\* Estimate is based on 14 crew weeks for project completion. Weather and field conditions could impact this

**Motion made by Councilman Hines and seconded by Mayor Pro Tem Roberson to approve the contract with River City Construction. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

**OTHER AGENDA ITEMS:**

Council and Staff discussed items relating to the NCDOT priority list, community action assistance agencies including HOPE and Green Lamp, code enforcement houses, and the multi-family development at the end of Depot Street.

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

None.



## **REPORTS FROM DEPARTMENT HEADS:**

- ❖ Minimum Housing/Code Enforcement (TLP)
- ❖ Tar Road Widening Project – Electric Engineering/Relocation (RS)
- ❖ New Electric Territory Engineering/Installation (RS)
- ❖ Fork Swamp Greenway Project (EJ)
- ❖ Multi-Purpose Building Site Plan (EJ)
- ❖ Winterville Market/Town Common Plan (BW)
- ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (BW)
- ❖ 2018 Sewer Rehab (BW)
- ❖ Cemetery (BW)

Council and Staff discussed items relating to Multi-Purpose Building site, Cemetery expansion plans, and Nobel Canal.

**ANNOUNCEMENTS:** Town Clerk Harvey gave the following announcements.

1. Planning and Zoning Board Meeting: Monday, December 21, 2020 - 7 pm at Town Hall Assembly Room.
2. Board of Adjustment Meeting: Tuesday, December 22, 2020 - 7 pm at Town Hall Assembly Room.
3. Christmas Holidays: Thursday, December 24th, Friday, December 25th, and Monday, December 28th, Town Offices Closed.
4. New Year's Day: Friday, January 1, 2021, Town Offices Closed.

Town Manager Parker discussed keeping Town Offices closed due to the increased problems with the COVID situation.

**Motion made by Councilman Hines and seconded by Mayor Pro Tem Roberson to keep Town Offices closed to the public through January 1, 2021. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moyer, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.**

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

**Councilman Hines:** Welcome back Mayor Jackson. Thanks for vote of confidence for Mayor Pro Tem. Wished everyone a Merry Christmas and to stay safe.

**Councilman Moyer:** Welcome back Mayor Jackson and Merry Christmas to everyone.

**Mayor Pro Tem Roberson:** Wish everyone a Merry Christmas and Happy New Year. Thanks to Staff and citizens to keep things rolling during this time. Thanks to the article in Winterville Magazine.

**Councilman Smith:** Welcome back to Mayor Jackson. Congratulations to Councilman Hines on appointment as Mayor Pro Tem. Wish everyone a Merry Christmas. Asked everyone to keep Councilman Moore's wife in their prayers.

**Councilman Moore:** Merry Christmas and thanks to everyone.

**Mayor Jackson:** Thanks to everyone for their help and prayers during his time in rehab. He said he is proud of our Town and Merry Christmas and Safe Holiday.

**Manager Parker:** Thanks to all for their help during the challenges presented this year, and Merry Christmas to everyone.

**ADJOURN:**

**Motion made by Councilman Hines and seconded by Mayor Pro Tem Roberson to adjourn the meeting. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0. Meeting adjourned at 9:11 pm.**

Adopted this the 11<sup>th</sup> day of January 2021.

\_\_\_\_\_  
Douglas A. Jackson, Mayor

ATTEST:

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

DRAFT



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** January 11, 2021

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Eli's Ridge, Phases 1 and 3 (Storm Water Detention Area) – Annexation.

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

**Attachment:** Annexation Petition, Annexation Map, Legal Description, Certification of Sufficiency Resolution, Draft Certification of Sufficiency.

**Prepared By:** Bryan Jones, Planning Director

**Date:** 1/5/2021

**ABSTRACT ROUTING:**

TC: 1/5/2021

TM: 1/7/2021

Final: tlp - 1/7/2021

**Supporting Documentation**

The property owner of a portion of Parcel 25777 (Eli's Ridge, Phases 1 and 3, Storm Water Detention Area) is applying for annexation into the Town limits.

**Eli's Ridge, Phases 1 and 3:**

**Location:** Worthington Road east of its intersection with Old Tar Road.

**Size:** 10.03 Acres.

**Zoned:** R-10.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (1/11/21).

2nd Council Meeting: Schedule a Public Hearing for the Annexation (2/8/21).

3rd Council Meeting: Hold Public Hearing on the Annexation (3/8/21).

**Budgetary Impact:** TBD.

**Recommendation:** Direct Town Clerk to Investigate Sufficiency.



**PETITION REQUESTING ANNEXATION  
TOWN OF WINTERVILLE**  
2571 Railroad Steet  
P O Box 1459  
Winterville, NC 28590  
Phone: (252) 756-2221

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

**TO THE MAYOR AND TOWN COUNCIL 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 as follows:

Description:

PLEASE SEE ATTACHED LEGAL

Name Lance Clark for Bill Clark Homes of Greenville LLC Address \_\_\_\_\_

Signature [Handwritten Signature]

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

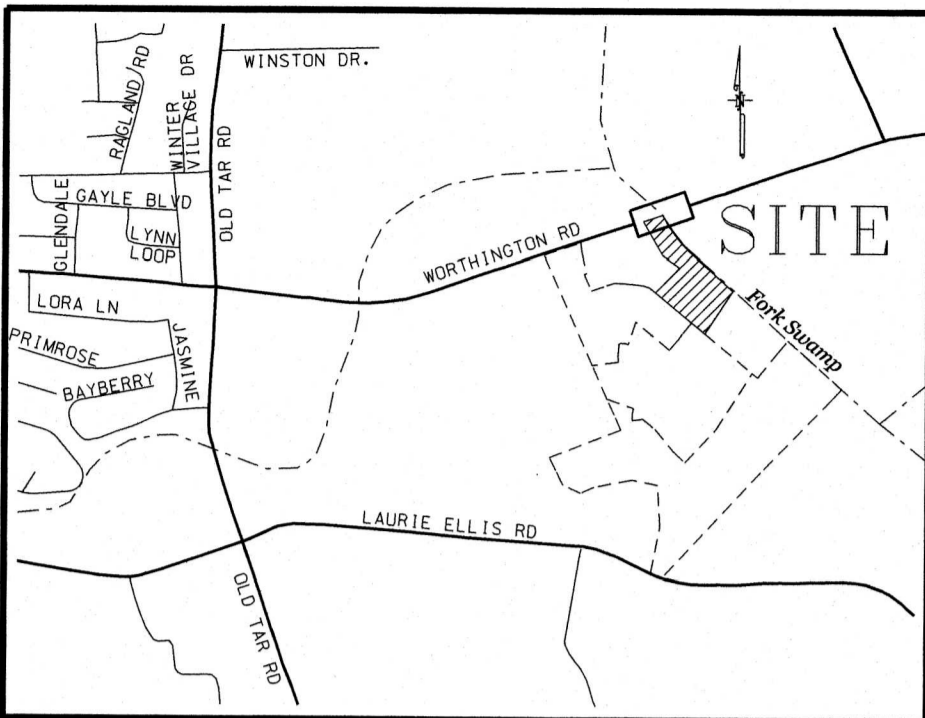
Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

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

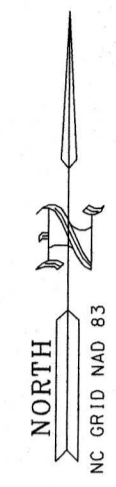
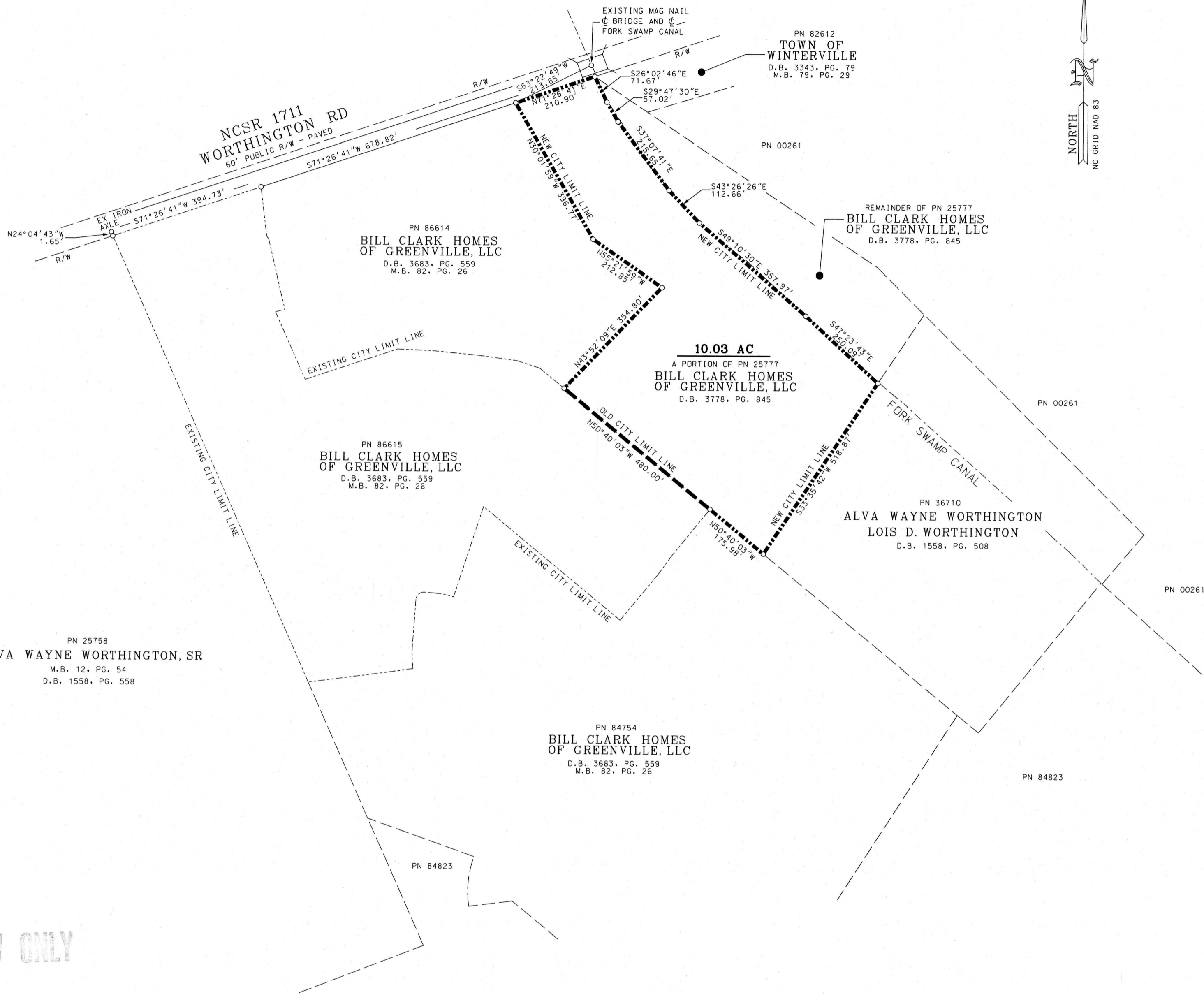
- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property
- Digital copy of all petition items



VICINITY MAP  
NOT TO SCALE

LEGEND:

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

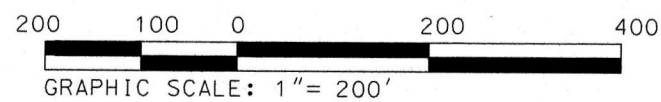


I, DEBORAH T. BOYETTE, CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECTION AND SUPERVISION. THAT THE LINES NOT SURVEYED ARE SHOWN AS DASHED LINES AND ARE DRAWN FROM REFERENCES NOTED HEREON; THAT THE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES:  
"THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".

PROFESSIONAL LAND SURVEYOR L-4146

FOR REVIEW ONLY



A PORTION OF PARCEL NUMBER 25777

SHEET 1 OF 1

<b>MAP SHOWING AREA TO BE ANNEXED BY</b>		<b>ELI'S RIDGE, PHASES 1 AND 3</b> STORM WATER DETENTION AREA	
WINTERVILLE TOWNSHIP      PITT COUNTY      NORTH CAROLINA		OWNER: <b>BILL CLARK HOMES OF GREENVILLE, LLC</b> 200 E ARLINGTON BLVD GREENVILLE, NC 27858 (252) 355-5805	
ORDINANCE NO. _____	10.03 AC AREA	SURVEYED: HOB/JE	APPROVED: DTB
ACCEPTED BY THE TOWN OF WINTERVILLE, NC		DRAWN: DTB	DATE: 12/09/20
MAYOR _____	DATE _____	<b>STROUD ENGINEERING, P.A.</b> 107-B COMMERCE STREET GREENVILLE, NORTH CAROLINA 27858 (252) 756-9352      LICENSE NO. C-0647	CHECKED: DTB
		SCALE: 1" = 200'	

Legal Description for Annexation  
ELI'S RIDGE, PHASES 1 AND 3  
Storm Water Detention Area

Lying and being in Winterville Township, Pitt County, North Carolina and lying north of NCSR 1713 Laurie Ellis Road, east of NCSR 1700 Old Tar Road, and being bounded on the north by NCSR 1711 Worthington Road, on the west, northeast and southwest by Bill Clark Homes of Greenville, LLC (Deed Book 3683, Page 559), and on the southeast by Alva Wayne Worthington (Deed Book 1558, Page 508) and being more particularly described as follows:

Beginning at an existing iron axle (a control corner) near the southern right-of-way of NCSR 1711 Worthington Road, near the northeast corner of Parcel Number 25758 Alva Wayne Worthington, Sr., thence from the axle S24°04'43"E a distance of 1.65' to a no point set on the southern right-of-way of Worthington Road, the northeast corner of Parcel Number 25758, thence along the southern right-of-way of Worthington Road North 71°26'41" East a distance of 394.73 feet to a point, thence continuing along the southern right-of-way of Worthington Road North 71°26'41" East a distance of 678.82 feet to the northeast corner of Parcel Number 86614, Bill Clark Homes of Greenville, LLC (Deed Book 3683, Page 559 and Map Book 82, Page 26), the True Point of Beginning.

Thence from the true point of beginning continuing along the southern right-of-way of Worthington Road North 71°26'41" East a distance of 210.90 feet to a point in the centerline of Fork Swamp Canal, thence along the centerline of Fork Swamp Canal as surveyed this day the following calls: South 26°02'46" East a distance of 71.67 feet, thence South 29°47'30" East a distance of 57.02 feet, thence South 37°07'41" East a distance of 215.65 feet, thence South 43°26'26" East a distance of 112.66 feet, thence South 49°10'30" East a distance of 357.97 feet, thence South 47°23'43" East a distance of 250.09 feet to the northern line of Alva Wayne Worthington (Deed Book 1558, Page 508), thence along the Worthington line South 33°35'42" West a distance of 518.87 feet to a point in the northeast line of Bill Clark Homes of Greenville, LLC (Deed Book 3683, Page 559), thence along the Bill Clark Homes of Greenville, LLC boundary the following calls: North 50°40'03" West a distance of 175.98 feet, thence North 50°40'03" West a distance of 480.00 feet, thence North 43°52'09" East a distance of 354.80 feet, thence North 55°21'59" West a distance of 212.85 feet, thence North 30°01'59" West a distance of 396.77 feet to a point on the southern right-of-way of NCSR 1711 Worthington Road, the True Point of Beginning, containing 10.03 Acres and being a portion of Parcel Number 25777 as filed with the Pitt County Tax Assessor's Office.

Deborah L. Boyette  
Professional Land Surveyor  
L- 4146  
Date 12-14-20



**RESOLUTION DIRECTING THE TOWN CLERK TO INVESTIGATE  
A PETITION RECEIVED UNDER NCGS 160A-31**

**Eli's Ridge, Phases 1 and 3 (Storm Water Detention Area) – Annexation**

**WHEREAS**, a petition requesting annexation of an area described in said petition were received on December 22, 2020 by the Town Council; and

**WHEREAS**, NCGS 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

**WHEREAS**, the Town Council of the Town of Winterville seems it advisable to proceed in response to this request for annexation.

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

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of the investigation.

Adopted this the 11<sup>th</sup> day of January 2021.

---

Douglas A. Jackson, Mayor

ATTEST:

---

Donald Harvey, Town Clerk

**CERTIFICATE OF SUFFICIENCY**

**Eli's Ridge, Phases 1 and 3 (Storm Water Detention Area) – Annexation**

To the Town Council of the Town of Winterville, North Carolina:

I, Donald Harvey, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described herein, in accordance with NCGS 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 12<sup>th</sup> day of January 2021.

ATTEST:

---

Donald Harvey, Town Clerk

DRAFT





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** January 11, 2021

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Audit Contract for fiscal year 2020 – 2021.

**Action Requested:** Approve the Audit Contract with Carr, Riggs, and Ingram, LLC.

**Attachment:** Contract and Engagement Letter.

**Prepared By:** Anthony Bowers, Finance Director

**Date:** 1/5/2021

**ABSTRACT ROUTING:**

TC: 1/5/2021

TM: 1/7/2021

Final: tlp - 1/7/2021

**Supporting Documentation**

Each year the Town Council must approve the contract with the audit firm that it uses for its independent review of the Town's Finances. We are recommending that we use CRI out of Goldsboro. This will be the fourth full year for the Goldsboro team. Mr. Jordan and his staff are highly recognized in the State, and are used to review other audits in the State.

**Budgetary Impact:** This is accounted for in the Operating Budget for the Finance Department. The value of the contract is \$39,050.

**Recommendation:** Approve the Contract.

The	Governing Board Town Council
of	Primary Government Unit (or charter holder) Town of Winterville, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Carr, Riggs & Ingram, LLC
	Auditor Address PO Box 10588, Goldsboro, NC 27532-0588

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/21	Audit Report Due Date 10/31/21
-----	--------------------------------	-----------------------------------

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b> Anthony B. Bowers	<b>Title and Unit / Company:</b> Chief Financial Officer	<b>Email Address:</b> anthony.bowers@wintervillenc.com
-----------------------------------	---	---

OR Not Applicable  (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

Primary Government Unit	Town of Winterville, North Carolina
Audit Fee	\$ 32,900
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$ 6,150
All Other Non-Attest Services	\$ 515
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 29,673.75

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$



## SIGNATURE PAGE

## AUDIT FIRM

Audit Firm*	
Carr, Riggs & Ingram, LLC	
Authorized Firm Representative (typed or printed)*	Signature*
Michael C. Jordan	
Date*	Email Address*
01/11/21	mjordan@cricpa.com

## GOVERNMENTAL UNIT

Governmental Unit*	
Town of Winterville, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	01/11/21
Mayor/Chairperson (typed or printed)*	Signature*
Douglas A. Jackson, Mayor	
Date	Email Address
01/11/21	doug.jackson@wintervillenc.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Anthony B. Bowers	
Date of Pre-Audit Certificate*	Email Address*
01/11/21	anthony.bowers@wintervillenc.com

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

**PRINT**



**Carr, Riggs & Ingram, LLC**  
2805 North Park Drive  
Goldsboro, North Carolina 27532

Mailing Address:  
P.O. Box 10588  
Goldsboro, North Carolina 27532-0588

(919) 751-8297  
(919) 778-0575 (fax)  
[www.cricpa.com](http://www.cricpa.com)

January 5, 2021

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

We are pleased to confirm our understanding of the services we are to provide the Town of Winterville, North Carolina (the "Town") for the year ended June 30, 2021.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Other Post-employment Benefits' Schedule of Changes in Total OPEB Liability and Related Ratios
- 3) Local Governmental Employees' Retirement System's Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Contributions
- 4) Law Enforcement Officers' Special Separation Allowance Schedules of the Changes in Total Pension Liability and Total Pension Liability as a Percentage of Covered Payroll

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

- 1) Schedule of expenditures of federal and state awards
- 2) Individual Fund Statements, budgetary schedules and other financial information

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

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

With regard to this other information included within your CAFR,

- The auditor has the expectation that it will be provided the final version of all documents comprising the annual report, including other information, prior to the date of the auditor's report so that required audit procedures can be completed prior to the issuance of the auditor's report.
- If obtaining the final version of these documents is not possible prior to the date of the auditor's report, that the documents will be provided as soon as practicable, and that the entity will not issue the annual report prior to providing them to the auditor.
- The potential implications of providing the documents after the date of the auditor's report, including any actions that may be necessary in the event the auditor concludes that there is a material misstatement.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on—

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

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

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

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

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

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper recognition of revenue due to fraud – Following the guidance of Statement on Auditing Standards No. 99, this risk is classified as a presumptive fraud risk due to the potential for material misstatement of the financial statements.
- Management override of controls - Following the guidance of Statement on Auditing Standards No. 99, this risk is classified as a presumptive fraud risk due to the potential for material misstatement of the financial statements.

As our audit planning has not concluded, there may be modifications to the above identified risks. Should modifications become necessary, we will communicate these to you in a timely manner, in writing.

Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal and state programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these

procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, the schedule of expenditures of federal and state awards, Data Collection Form (DCF), Annual Financial Information Report (AFIR), assisting in recording adjustments related to the Town's pensions and other post-employment benefit plans, assistance in converting modified accrual financial statements to full-accrual financial statements (GASB 34 conversion) and related notes of the Town in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement, schedule of expenditures of federal and state awards, Data Collection Form (DCF), Annual Financial Information Report (AFIR), assisting in recording adjustments related to the Town's pensions and other post-employment benefit plans, assistance in converting modified accrual financial statements to full-accrual financial statements (GASB 34 conversion) and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements**

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

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2)

employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on July 15, 2021.

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

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

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

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

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.



You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, Data Collection Form (DCF), Annual Financial Information Report (AFIR), assisting in recording adjustments related to the Town's pensions and other post-employment benefit plans, assistance in converting modified accrual financial statements to full-accrual financial statements (GASB 34 conversion), related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, Data Collection Form (DCF), Annual Financial Information Report (AFIR), assisting in recording adjustments related to the Town's pensions and other post-employment benefit plans, assistance in converting modified accrual financial statements to full-accrual financial statements (GASB 34 conversion), and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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

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

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the federal or state oversight body or its

designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a federal or state Cognizant Agency or, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michael C. Jordan is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately May 1, 2021 and to issue our reports no later than October 31, 2021.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$39,565 as stipulated in the Local Government Contract. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to Board of Commissioners of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

### **Dispute Resolution**

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

### **Limitation of Liability**

Except as provided in this agreement, CRI shall not be liable for incidental, consequential, exemplary, special, punitive or ancillary damages of any kind alleged as a result of any cause of action from this agreement, whether arising out of breach of contract, tort or otherwise. Unless otherwise stated in this agreement, both CRI and you agree that the total cumulative liability of CRI (including its employees, directors, officers or agents), shall not exceed the amount of fees earned by CRI related to this engagement during the twelve months preceding the event giving rise to the claim, as such amount shall serve as a reasonable prospective estimate of any damages which you may suffer through any breach by CRI of the terms of this agreement, as such damages may be speculative or impossible

to calculate. If there are unpaid fees owed to CRI, this cumulative liability will be reduced by the value of the unpaid fees with no additional interest or charges, as CRI retains the right to offset any sums claimed as due and owed by you, by any sums to which it is legally entitled. This limitation shall apply whether or not further damages are foreseeable, or whether either party (or its employees, agents, officers or directors) have been advised of the possibility of such damages.

### **Governing Law; Venue**

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including forum non conveniens.

### **Statute of Limitations**

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

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

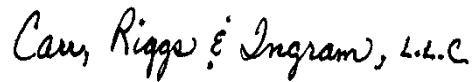
In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is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

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Very truly yours,



Carr, Riggs & Ingram, LLC

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

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

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

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



2571 Railroad Street  
PO Box 1459  
Winterville, NC 28590

Phone: (252) 756-2221  
Fax: (252) 321-8455  
[www.wintervillenc.com](http://www.wintervillenc.com)

**CERTIFIED MAIL**

January 11, 2021

Josh Stein, North Carolina Attorney General  
North Carolina Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

**Re: Complaint Regarding Internet Service Provider – Suddenlink Communications/Altec USA (Suddenlink)**

Dear Mr. Stein:

The purpose of this letter is to join some of our fellow cities and towns in eastern North Carolina and request that the North Carolina Attorney General's Office initiate an investigation into the business practices of Suddenlink Communications/Altec USA (hereinafter referred to as Suddenlink). The Town of Winterville receives constant complaints regarding poor service and unfair business practices from this Provider. These complaints against Suddenlink include, but are not limited to escalating costs; excessively long and frequent outages; poor communication/response to said outages; failure to keep equipment in good working condition; "temporary" fixes resulting in exposed/low-hanging lines for extended periods of time; very slow internet speeds (lower than advertised or sold); poor customer service practices; and lack of availability to service.

While many of these complaints span a multi-year period, the COVID-19 Pandemic has exposed the broad scope of the problems with both physical infrastructure and service delivery of Suddenlink. The combination of Stay-at-Home orders, remote learning, and teleworking requirements during the Pandemic has brought about a larger-scale reliance on internet service and specifically Suddenlink. Due to the continuing problems which Suddenlink has failed to address, Winterville citizens are frequently denied access to required information, remote education, and teleworking requirements. The Town seeks any assistance that your Office can provide to "force" improvement of this vital utility within our service area. For some time, Town Officials have directed citizens to report issues with Suddenlink known to your office. Town Officials will continue this practice so that the North Carolina Department of Justice may document the persistent and extensive service delivery issues with this Company.

Thank you for your prompt attention to this matter. Please contact me at (252) 215-2344 or Terri L. Parker, Town Manager at (252) 215-2341 with additional questions regarding this matter.

Sincerely,

Douglas A. Jackson  
Mayor

Cc: Winterville Town Council  
Terri L. Parker, Town Manager  
Keen Lassiter, Town Attorney