



**WINTERVILLE TOWN COUNCIL AGENDA
MONDAY, AUGUST 7, 2023 - 6:00 PM
WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **APPROVAL OF AGENDA.**
- VI. **RECOGNITION OF NEW EMPLOYEES:**
 1. Diane Barnes White, Parks and Recreation Director.
 2. Shawna T. Wooten, Accounting Operations Manager.
- VII. **PRESENTATIONS**
 1. Chena Cayton, Principal, South Central High School.
- VIII. **PROCLAMATIONS:**
 1. Watermelon Festival.
- IX. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
- X. **CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
 1. Approval of Council Meeting Minutes.
 2. Budget Amendment 2023-2024-1
 3. Reedy Branch Farms Final Plat.
 4. Kpmehra, LLC & Samuel Sanchez Rezoning: Schedule Public Hearing for September 11, 2023.
 5. Watermelon Festival Permissions.
 - a) Parade Permit and Fee Waiver.
 - b) Traffic and Parking.
 - c) Park Hour.
 - d) Signs and Banners.
 - e) Request for Bathroom Use.
 - f) Noise Ordinance Exemption and Fee Waiver.
 6. Safe Routes School Grant Fund Ordinance (23-R-081).
 7. Equipment Purchase Reimbursement Resolution (23-R-081).
 8. Approval of Sourcewell Purchasing Cooperative.

XI. OLD BUSINESS:

1. Human Relations Board Appointments.

XII. NEW BUSINESS:

1. Award Contract for Engineering Service: Sewer Master Plan.
2. Award Contract for Engineering Service: Stormwater Asset Inventory Assessment.
3. Chapter 51: Garbage and Refuse § 51.07 Hours and Placement of Cans Amendment.

XIII. OTHER AGENDA ITEMS:

1. Estimate to add additional parking lot across from Public Safety Building. (Councilman Moore).
2. Estimate of costs for paving the Parking area at Winterville Park. (Councilman Moore).
3. Estimate costs for repairs to Walking Trail at Winterville Park. (Councilman Moore).
4. Estimate to repair steps for Library. (Councilman Moore).
5. Estimate for new lights downtown and extend to include the front of Town Hall on both sides of Railroad Track to Cooper Street. (Councilman Moore).
6. Estimate to have Brick Crosswalks Downtown. (Councilman Moore).
7. Discussion of Traffic Pattern for Street behind Public Safety Building and Town Hall. (Councilman Moore).
8. Cleanup status along Railroad Tracks. (Councilman Moore).

XIV. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:

XV. REPORTS FROM DEPARTMENT HEADS.

XVI. ANNOUNCEMENTS:

- ElectriCities Conference: Monday, August 14 – Wednesday, August 16, 2023 – Myrtle Beach, SC
- Board of Adjustment Meeting: Tuesday, August 15, 2023 @ 7:00 pm - Town Hall Assembly Room.
- Planning and Zoning Board Meeting: Monday, August 21, 2023 @ 7:00 pm - Town Hall Assembly Room.
- Recreation Advisory Board: Tuesday, August 22, 2023 @ 6:30 pm – Operation Center.
- Watermelon Festival: Thursday, August 24 – Sunday, August 27, 2023 - Winterville Recreation Park.
- Human Relations Board Meeting: Thursday, August 24, 2023 @ 7:00 – Executive Conference Room.
- Labor Day Holiday - Town Offices Closed: Monday, September 4, 2023.
- Agenda Review Meeting: Thursday, September 7, 2023 @4:00 pm – Town Hall Executive Conference Room.
- 911 Day of Remembrance: Monday, September 11, 2023
- Regular Town Council Meeting: Monday, September 11, 2023 @ 6:00 pm - Town Hall Assembly Room.

XVII. REPORTS FROM THE TOWN ATTORNEY, MAYOR AND TOWN COUNCIL, AND TOWN MANAGER.

XVIII. ADJOURN.

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



PROCLAMATION WINTERVILLE WATERMELON FESTIVAL

WHEREAS, the first Winterville Watermelon festival was held in 1986 by the Winterville Jaycees at the A.G. Cox School and at its conception was the only Watermelon Festival held in the State of North Carolina and now there are three; and

WHEREAS, the festival has moved throughout the Town of Winterville since its conception to across from the Riley Cox property; then to downtown Winterville in front of the police station; then down to the present day library location; and then to the Winterville Recreation Park, where it has called home; and

WHEREAS, from the first committee to the group became known as the Winterville Watermelon Festival Committee, with numerous members who serve on the committee; and

WHEREAS, the dedication and sacrifices made by the Winterville Watermelon Festival Committee has placed Winterville, North Carolina on the map as a community that is truly "a Slice of the Good Life", and

NOW, THEREFORE, BE IT RESOLVED, I, Richard E. Hines, Mayor and the Town Council of the Town of Winterville, recognize the contribution the Watermelon Festival Committee has made to the Town of Winterville and are proud to be partners of this great festival which is recognized throughout the nation and state of North Carolina.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 7th day of August 2023.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Council Meeting Minutes.

Action Requested: Approval of Minutes.

Attachment: Draft Minutes of the Council meetings listed below.

Prepared By: Donald Harvey, Town Clerk

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 7/26/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- ❖ June 5, 2023 Budget Public Hearing Minutes;
- ❖ June 12, 2023 Regular Meeting Minutes.

Budgetary Impact: NA.

Recommendation: Staff recommends approval of minutes.



**WINTERVILLE TOWN COUNCIL
MONDAY, JUNE 5, 2023 – 6:00 PM
FISCAL YEAR 2023-2024 BUDGET PUBLIC HEARING MINUTES**

The Winterville Town Council met for FY 2023-2024 Budget Public Hearing on the above date at 6:00 PM in the Town Hall Assembly Room, with Mayor Richard E. Hines presiding. The following were present:

Richard E. Hines, Mayor
Johnny Moye, Mayor Pro Tem
Brandy Harrell, Councilwoman
Tony P. Moore, Councilman
Paul A. Rice, Councilman (absent)
Veronica W. Roberson, Councilwoman
Keen Lassiter, Town Attorney
Terri L. Parker, Town Manager
Anthony Bowers, Assistant Town Manager
David Moore, Fire Chief
Cliff McGuffin, Public Works Director
Robert Sutton, Electric Director
Jessica Manning, Finance Director
Evan Johnston, Building Inspector/Code Enforcement Officer
Willie Gay, Code Enforcement Officer
Evan Johnston, Parks and Recreation Director
Donald Harvey, Town Clerk

CALL TO ORDER: Mayor Hines called the meeting to order.

INVOCATION: Councilwoman Roberson gave the Invocation.

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

WELCOME: Mayor Hines welcomed the public.

APPROVAL OF AGENDA:

Motion made by Councilman Moore and seconded by Councilwoman Harrell to approve the agenda. Motion carried unanimously, 4-0.

PUBLIC HEARINGS:

Fiscal Year 2023-2024 Recommended Budget. Town Manager Parker gave the following presentation:

RECOMMENDED DRAFT ANNUAL BUDGET FY 2023-2024

June 5, 2023

Mr. Richard (Ricky) Hines, Mayor
Mr. Johnny Moye, Mayor Pro-Tem
Mrs. Brandy Harrell, Councilwoman
Mr. Tony Moore, Councilman
Mr. Paul Rice, Councilman
Ms. Veronica Roberson, Councilwoman

RE: Recommended Draft Annual Budget for the 2023-2024 Fiscal Year

Dear Mayor and Members of the Town Council:

Town Staff is pleased to present the Draft Budget for Fiscal Year 2023-2024, beginning July 1, 2023 and ending June 30, 2024. The Draft Budget has been prepared in accordance with the NC Local Government Fiscal Control Act as required by NC General Statute Chapter 159-11.

This version of the Budget is **balanced** as of June 5, 2023.

The Recommended Draft Budget:

- *includes no tax adjustments;*
- *includes no rate adjustments;*
- *includes some restructuring and new positions;*
- *includes a few capital-outlay requests;*
- *includes funding for Non-Town Agencies;*
- *includes contributions from the Water, Sewer, Storm Water and Electric funds to the General Fund to compensate for administrative services;*
- *includes a 9% COLA for the Town Board and all Town employees;*
- *Health Insurance costs increased 2% and the Town absorbed the costs for both the employee and dependent coverage;*
- *Dental Insurance premiums increased by 3%;*
- *\$25,000 is included to add to the OPEB (Other Post-Employment Benefits) reserve; and*
- *The Town is absorbing the total costs of the Fire Recruitment and Retention Grant. Therefore, the Town is funding all Fire Department operations at 100%.*

Below is a brief budgetary summary of point of interests:

GENERAL FUND:

All revenues, which comprise the General Fund, have been forecasted in a conservative manner. Staff has reviewed the estimates for state-collected revenues published every year by the North Carolina League of Municipalities, current economic trends for Eastern North Carolina, current nationwide economic trends and historical data from the Town. The proposed budget assumes a **98%** collection rate for ad valorem taxes.

The total General Fund budget currently totals **\$13,598,069**. There is a General Fund balance appropriation of \$612,972 as well as a transfer from the Electric Fund to the General Fund in an amount of \$650,000.

General Fund Departments include the Town Council, Administration, Human Resources, Inspections/GIS, Finance, Information Technology, Planning, Non-Departmental, Public Buildings, Ground and Lawn Maintenance, Police, Fire, EMS, Animal Control, Mosquito Control, Public Works, and Sanitation budgets. Expenses have again been forecasted in a conservative manner but approached in such a way that service to the citizens remains constant.

Some highlights (In addition to departmental requests) in the General Fund Departmental budgets include:

- Approved Non-Town agency allocations for FY 2023-2024 totals **\$100,000**. The **cash** allocations for Non-Town Agency funding are as follows:
 - *Winterville Watermelon Festival - \$50,000;*
 - *Boys and Girls Club - \$5,000;*
 - *Winterville Chamber of Commerce - \$20,000;*
 - *Pitt County Council on Aging (Meals on Wheels) - \$6,500;*
 - *Rebuilding Together, Pitt County, NC - \$10,000;*
 - *Winterville Senior Citizens Club - \$3,500; and*
 - *Pitt County Girls Softball - \$5,000.*
- *The in-kind amount for Winterville Historical and Arts Society (WHAS) - \$12,925.*
- *The in-kind amount for the Winterville Chamber - \$1,100.*
- *The in-kind amount for the Winterville Senior Citizens Club - \$2,700.*
- *Sheppard Memorial Library has requested a total of \$171,768.*
- *The "big ticket" capital requests in this Fund are being financed, therefore Debt Proceeds are being shown for the purchase year (FY 2023-2024) on the revenue side of the Fund budget and the expenditure side of the Fund budget will show the same amount for said purchases.*

RECREATION FUND:

Recreation revenues and expenditures have been estimated in a manner like the General Fund budget. A transfer from General Fund to Recreation in the amount of \$989,501 has been included for operational purposes.

The total budget for Parks and Recreation for FY 2023-2024 is estimated to be **\$1,167,251**.

POWELL BILL FUND:

The total budget for the Powell Bill Fund for FY 2023-2024 is estimated to be **\$307,231**. There is no contribution from "Fund Balance" included in this budget.

URGENT REPAIR FUND:

The total budget for the Urgent Repair Fund for FY 2023-2024 is estimated to be **\$20,000**. Money was allocated from unspent reserves in the Fund built up from previous Budget years (pandemic primarily).

ENTERPRISE FUNDS:

Electric Fund - There is a transfer from Electric Fund to General Fund in the amount of \$650,000 as is done annually to assist in covering the costs of operations. Due to the rapid expansion of our Town, substantial amount of capital work continues. The total budget for the Electric Fund is estimated to be **\$9,147,905**. There is a contribution from "fund balance" included in this Fund budget in the amount of \$1,343,905.

Water Fund – The total budget for the Water Fund is estimated to be **\$2,056,044**. There is a contribution from "fund balance" included in this Fund budget in the amount of \$321,011. \$475,000 is included for water purchases for resale. This amount covers the water currently purchased from Greenville Utilities.

The "big ticket" capital requests in this Fund are being financed, therefore Debt Proceeds are being shown for the purchase year (FY 2023-2024) on the revenue side of the Fund budget and the expenditure side of the Fund budget will show the same amount for said purchases.

The Water Fund is also "loaning" the Sewer Fund \$260,000 to assist in balancing the Sewer Fund budget. The need for this transfer is to assist in partially covering the increase in the contribution to the Contentnea Metropolitan Sewerage District (CMSD) for FY 2023-2024. The details of the payback of said loan are outlined in the Sewer Fund budgetary section included below.

Sewer Fund – The total budget for the Sewer Fund is estimated to be **\$3,067,187**.

As you are aware, the Town is a member of the Contentnea Metropolitan Sewerage District (CMSD) and the District performs the treatment function of our sewer system. The Town pays its share comprised of a flow-based formula. The Town's appropriation to CMSD increased to **\$1,487,814**.

There is a loan being made from the Water Fund in the amount of \$260,000 to assist in balancing the Fund budget and covering the increase in the annual contribution to CMSD. The Sewer Fund will pay the Water Fund back over a five (5)-year term at \$52,000 annually.

Storm Water Fund – The total budget for the Storm Water Fund is estimated to be **\$616,180**.

Conclusion:

It is with great stress and caution that Staff presents the **Recommended Annual Budget for FY 2023-2024**. As you know, the cost of doing business continues to rise and as such, it requires us to assess our current revenue streams and adjust accordingly, while simultaneously planning.

Staff has major concerns about the Town's current revenue sources, and we **urge** Council to look toward making upward adjustments in some of these sources in the future or be faced with

the consideration of substantial service adjustments to the citizens. As the Town continues its rapid growth and expansion, there will be increasing pressure on our workforce, equipment and facilities. We, as an organization, talk about these growing pressures during every Budget process and we have arrived at a time where we simply cannot maintain the same path.

The Town is in a very good financial position and I know that each of you desires that it stay that way. Unfortunately, that will result in hard decisions related to revenues needed to cover the ever-increasing cost of doing business. Staff would be remiss if we did not continue to urge a change in the Town's financial direction moving forward. Please know that growth is wonderful, but it comes at a cost which is required to be expended before the additional revenue of such growth is realized.

Thank you and Staff looks forward to answering any questions you may have.

Thank you.

Terri L. Parker

Terri L. Parker
Town Manager

Jessica Manning

Jessica Manning
Finance Director

Anthony Bowers

Anthony Bowers
Assistant Town Manager

**TOWN OF WINTERVILLE
BUDGET ORDINANCE
FISCAL YEAR 2023-2024**

BE IT ORDAINED by the Governing Board of the Town of Winterville, North Carolina:

SECTION 1: It is estimated that the following revenues will be available in the General Fund for the Fiscal year beginning July 1, 2023 and ending June 30, 2024:

Ad Valorem Taxes	\$4,796,067
Other Taxes and Licenses	\$4,028,694
Permits and Fees	\$23,000
Sanitation Fees	\$589,934
Investment Income	\$313,577
Inspections	\$275,868
Miscellaneous Income	\$144,027
Grant Revenue	\$252,585
Inter-Fund Transfer Services	\$1,384,606
Electric Fund Contribution	\$650,000
EMS Contribution	\$200,339
Fund Balance Appropriation	\$612,972
Debt Proceeds	\$326,400
Total	\$13,598,069

SECTION 2: The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

Governing Board	\$138,018
Administration	\$719,457
Finance	\$982,814
Inspections	\$398,289
Human Resources	\$281,286
Information Technology	\$507,403
Planning Department	\$281,917
Public Buildings	\$771,380
Grounds and Maintenance	\$87,500
Police Department	\$3,032,936
Fire Department	\$2,285,693
EMS Department	\$202,243
Animal Control	\$10,600
Mosquito Control	\$8,600
Public Works	\$1,327,664
Sanitation	\$700,000
Non-Departmental	\$1,862,269
Total	\$13,598,069

SECTION 3: The following revenues will be available in the Recreation Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

Program Fees	\$127,750
Concession Income	\$50,000
<u>General Fund Transfer</u>	<u>\$989,501</u>
	\$1,167,251

SECTION 4: The following amount is hereby appropriated in the Recreation Fund for operation of the Winterville Recreation Programs during the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Recreation Department</u>	<u>\$1,167,251</u>
	\$1,167,251

SECTION 5: It is estimated that the following revenues will be available in the Powell Bill Fund for the Fiscal year beginning July 1, 2023 and ending June 30, 2024:

<u>Grant Funding</u>	<u>\$307,231</u>
	\$307,231

SECTION 6: The following amount is hereby appropriated in the Powell Bill Fund for the operation of the Powell Bill Program for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Powell Bill</u>	<u>\$307,231</u>
	\$307,231

SECTION 7: It is estimated that the following revenues will be available in the Home Housing Program Fund for the Fiscal year July 1, 2023 and ending June 30, 2024:

<u>Fund Balance Appropriation</u>	<u>\$20,000</u>
	\$20,000

SECTION 8: The following amount is hereby appropriated in the Home Housing Program Fund for the operation of the Urgent Repair and Housing Program for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Contracted Service</u>	<u>\$20,000</u>
	\$20,000

SECTION 9: It is estimated that the following revenues will be available in the Electric Enterprise Fund for the Fiscal year July 1, 2023 and ending June 30, 2024:

Sales and Service	\$7,804,000
<u>Retained Earnings</u>	<u>\$1,343,905</u>
	\$9,147,905

SECTION 10: The following amount is hereby appropriated in the Electric Enterprise Fund for the operation of the electric utility for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Electric Department</u>	<u>\$9,147,905</u>
	\$9,147,905

SECTION 11: It is estimated that the following revenues will be available in the Water Enterprise Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sales and Service</u>	<u>\$2,056,044</u>
	\$2,056,044

SECTION 12: The following amount is hereby appropriated in the Water Enterprise Fund for the operation of the water utility for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Water Department</u>	<u>\$2,056,044</u>
	\$2,056,044

SECTION 13: It is estimated that the following revenues will be available in the Sewer Enterprise Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sales and Service</u>	<u>\$3,067,187</u>
	\$3,067,187

SECTION 14: The following amount is hereby appropriated in the Sewer Enterprise Fund for the operation of the sewer utility for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sewer Department</u>	<u>\$3,067,187</u>
	\$3,067,187

SECTION 15: It is estimated that the following revenues will be available in the Stormwater Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sales and Service</u>	<u>\$616,180</u>
	\$616,180

SECTION 16: The following amount is hereby appropriated in the Stormwater Fund for the operation of the Storm Water utility for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Storm Water Department</u>	<u>\$616,180</u>
	\$616,180

SECTION 17: There is hereby levied a tax at the rate of forty-seven and one-half cents (\$.475) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2023 for the purpose of raising the revenue listed as "Ad Valorem Taxes" in the General Fund in Section 1 of this ordinance. This rate is based on a total estimated valuation of property for the purposes of taxation of \$878,781,289 and an estimated rate of collection of 98% for real and personal property, 100% for vehicles.

SECTION 18: The Town Manager (Budget Officer) is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. May amend line item appropriations within any Fund as long as the total appropriation of that Fund is not changed. A record of any such amendments shall be maintained by the Finance Director for public inspection.
- b. May not transfer any amounts between funds, unless approved by the Governing Board through an amendment to the Budget Ordinance.

SECTION 19: The attached Fee and Utility Rate Schedules are hereby adopted for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

SECTION 20: The attached Pay and Classification Plan is hereby adopted for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

SECTION 21: Copies of the Budget Ordinance shall be furnished to the Town Clerk to the Governing Board and to the Town Manager (Budget Officer) to be kept on file by them for their direction in the disbursement of funds.

Adopted this 12th day of June 2023.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk

Mayor Hines declared the public hearing open, asked if anyone would like to speak.

Brandon Smith submitted the following comment and information:

Brandon Smith
[305 Easy St. Greenville, NC 27834](mailto:brandon.smith@edwardsinc.com)
Main- [\(252\)752-3180](tel:(252)752-3180)
Mobile- [\(252\)702-1641](tel:(252)702-1641)
Fax- [\(252\)752-1641](tel:(252)752-1641)
brandon.smith@edwardsinc.com www.edwardsinc.com

I hope all is well. I'm submitting this to you for the June 5th Fiscal Year 2023-2024 Budget Public Hearing.

I would like for the Fork Swamp Canal Greenway to be in 2023-2024's budget. This project has been on the Winterville website for a long time and has become stagnant. The attached drawings are from 2018 and 2019, no progress has been made that I have seen. I have just recently reached out to the Winterville Council Members, Town Manager, and a few others. Only Terri Parker and Tony Moore responded with no real answers, the others did not respond at all. I also reached out to Greenville Parks and Rec to see if they had any interest in helping with this project as it would bridge the gap between Winterville and Greenville, I have not had a response yet. This greenway will be a great addition to Winterville. I believe it will benefit the citizens both physically and mentally, by having a great place to exercise and a great green space to enjoy, to get away in nature. This is something that all age groups will enjoy and I think it is a "must have" for our Town of Winterville.

Is there anything else that I need to do to have my voice heard at the Budget Public Hearing? Also, is there anywhere that I can look to find more up to date minutes than what is on the town's website? Thanks

Brandon Smith
305 EASY ST.
GREENVILLE, NC 27834
MAIN- (252)752-3180
MOBILE- (252)702-1641
FAX- (252)752-1641
brandon.smith@edwardsinc.com www.edwardsinc.com





Legend

- | | | |
|---|--|---|
| <p>Support Facilities</p> <ul style="list-style-type: none"> Proposed Parking Proposed Trailhead <p>Multimodal Facilities</p> <ul style="list-style-type: none"> Proposed Greenway Proposed Greenway for PARTF Planned 8-ft Shared Use Path Existing Sidewalk | <p>Community Facilities</p> <ul style="list-style-type: none"> Public School Library Pitt Community College Parks | <p>Hydrology</p> <ul style="list-style-type: none"> Existing Stream/Creek Floodway 100 Year Floodplain 500 Year Floodplain <p>Municipal Boundaries</p> <ul style="list-style-type: none"> Ayden Greenville Winterville MPO Boundary |
|---|--|---|





PUBLIC MEETING MAPS - SHEET A
 FORK SWAMP CANAL GREENWAY

JANUARY 31, 2019





PUBLIC MEETING MAPS - SHEET B
 FORK SWAMP CANAL GREENWAY

JANUARY 31, 2019



No other comments were received or made. Mayor Hines asked for any further comments. Hearing none, he declared the public hearing closed.

ADJOURN:

Motion made by Councilman Moore and seconded by Councilwoman Harrell to adjourn the meeting. Motion carried unanimously, 4-0. Meeting adjourned at 6:06 pm.

Adopted this the 7th day of August 2023.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

DRAFT



**WINTERVILLE TOWN COUNCIL
MONDAY, JUNE 12, 2023 – 6:00 PM
REGULAR MEETING MINUTES**

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

Richard E. Hines, Mayor
Johnny Moye, Mayor Pro Tem
Brandy Harrell, Councilwoman
Tony P. Moore, Councilman (excused absence)
Paul A. Rice, Councilman
Veronica W. Roberson, Councilwoman
Keen Lassiter, Town Attorney
Terri L. Parker, Town Manager
Anthony Bowers, Assistant Town Manager
Ryan Willhite, Police Chief
David Moore, Fire Chief
Cliff McGuffin, Public Works Director
Robert Sutton, Electric Director
Jessica Manning, Finance Director
Evan Johnston, Building Inspector/Code Enforcement Officer and Parks and Recreation Director
Stephen Penn, Planning and Economic Development Director
Donald Harvey, Town Clerk

CALL TO ORDER: Mayor Hines called the meeting to order.

INVOCATION: Councilwoman Harrell gave the Invocation.

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

WELCOME: Mayor Hines welcomed the public.

APPROVAL OF AGENDA:

Manager Parker noted the corrections to the Agenda.

Motion made by Councilwoman Harrell and seconded by Mayor Pro Tem Moye to the corrected agenda. Motion carried unanimously, 4-0.

PROCLAMATIONS: Town Clerk Harvey presented the Proclamations.

1. Juneteenth Freedom Day.



PROCLAMATION

Juneteenth Freedom Day - June 19, 2023

WHEREAS, Our country is made up of people from every nation on earth, who are declared equal not only in freedom but also in justice, both of which are essential for a healthy human civilization; and

WHEREAS, Our nation was conceived on July 4th, 1776 with the Declaration of Independence, the classic statement being, "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness"; and

WHEREAS, At 2:00 pm on New Year's Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as slaves within any State or designated part of a State "shall be then, thenceforward, and forever free"; and

WHEREAS, it took almost two and a half years for the news of freedom to gradually disseminate through the nation: on June 19, 1865, Union Soldiers arrived in Galveston, Texas and issued General Order No. 3 announcing freedom to some of the last slaves in America. This involves an absolute equality of personal rights and rights of property, between former masters and slaves, and the connection heretofore existing between them, become that between employer and hired labor; and

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States, has now been celebrated for 155 years and is nationally recognized as the National Freedom Day, commemorating the abolition of sanctioned slavery in the United States, we recommit ourselves to the work of equity, equality, and justice; and

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville do hereby proclaim June 19, 2023 as Juneteenth Freedom Day 2023, acknowledge and celebrate this critical day in African-American history and encourage all residents to learn more about this day and join in its celebration.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 12th day of June 2023.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk

2. Flag Day.



PROCLAMATION
Flag Day - June 14, 2023

WHEREAS, On Flag Day, we pledge our allegiance to the banner that has served as a guiding symbol on our Nation's journey, and we celebrate the hope it inspires in the American people; and

WHEREAS, With hands over hearts, Americans of all backgrounds and beliefs have long saluted the flag and honored its legacy. Our flag persists as a powerful representation of freedom and opportunity. Waving high above buildings, homes, across the globe, and on the distant surface of the moon, it calls on each of us to remember our obligations to the Republic for which it stands and to carry forward the unwavering optimism that defines us. America endures because of the courage of servicemen and women who serve under this standard, and our veterans are forever draped in the red, white, and blue when they are laid to rest. Wherever the flag lies or flies, its message is clear: We rise and fall together, as one Nation and one people; and

WHEREAS, The American flag invokes pride in our citizens and hope in those who come to our shores in search of a brighter tomorrow. In recognition of the ways it has embodied our ideals and sustained our Nation, let us pay tribute to the Star Spangled Banner and continue striving to create a more perfect and indivisible Union - with liberty and justice for all; and

WHEREAS, To commemorate the adoption of our flag, the Congress, designated June 14th of each year as "Flag Day" and requested a calling for its observance and for the display of the flag of the United States on all government buildings.; and

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town do hereby proclaim June 14, 2023 as Flag Day and urge all Americans to observe Flag Day by displaying the flag.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 12th day of June 2023.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk

3. Tourette Syndrome Awareness Month.



PROCLAMATION
TOURETTE SYNDROME AWARENESS MONTH

WHEREAS, Tourette Syndrome is an inherited neurological disorder that is characterized by involuntary physical and vocal tics that occur many times a day; and

WHEREAS, Tourette Syndrome is often accompanied by other mental health disorders such as attention deficit and obsessive compulsive disorder, learning disabilities, and anxiety; and

WHEREAS, Tourette Syndrome and tic disorders affect 1 in 60 children. More than 23,000 school age children in the State of North Carolina alone are dealing with Tourette Syndrome and although some of these cases are aided by medication, there is no standard treatment or known cure for the disorder; and

WHEREAS, there is an important need for more professional help with interest and expertise to identify, counsel, and treat people with Tourette Syndrome, a disorder that is often misdiagnosed and misunderstood; and

WHEREAS, positive actions to assist children and families living with Tourette Syndrome would result from a broadening of public and professional knowledge and acceptance of Tourette Syndrome; and

WHEREAS, the Tourette Association of America is actively providing services to families, educating medical professionals and teachers, and supporting research to better understand the signs and treatments of TS; and

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town do hereby proclaim that June 2023 be recognized as "Tourette Syndrome Awareness Month" in the Town of Winterville as a special month to promote understanding, compassion, and acceptance for all of our fellow citizens who deserve and need our support to break the stigma that surrounds Tourette Syndrome.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 12th day of June 2023.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk

4. National League of Cities – Small Cities Month.



PROCLAMATION

NATIONAL LEAGUE OF CITIES SMALL CITIES MONTH - JUNE 2023

WHEREAS, small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

WHEREAS, small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

WHEREAS, the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and

WHEREAS, state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and

WHEREAS, organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

WHEREAS, during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small town America; and

WHEREAS, the National League of Cities President and the Small Cities Council of the National League of Cities have declared June 2023 as Small Cities Month;

NOW THEREFORE, the Town Council of Winterville, North Carolina does hereby proclaim June 2023, as Small Cities Month, and encourages President Biden, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 12th day of June 2023.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk

5. Honoring Caleb Gavin Moore.



**PROCLAMATION
HONORING CALEB GAVIN MOORE**

WHEREAS, Caleb Gavin Moore a 12 year old 6th grade student in the Exceptional Children's program at AG Cox Middle School was 1 of 4 swimmers from Pitt County who were selected to represent Pitt County during the 2023 NC Special Olympics Summer Games, June 3rd and 4th.

WHEREAS, Caleb competed in the 25-yard Backstroke and Butterfly swim competition but unfortunately did not place in those competitions. However, he was determined to bring home a gold medal in the 50-yard Freestyle, and he did just that.

WHEREAS, Caleb was diagnosed with High Functioning Autism at the age of 3. He discovered swimming in elementary school when the Exceptional Children's Program at WH Robinson was selected to participate in Vidant's PALS program.

WHEREAS, Once the program ended, Mrs. Susan of Vidant Rehabilitation continued to assist special needs children in the area of swimming once a week. Caleb attended every week until the pandemic. Caleb also participated in swim programs during his afterschool and summer camp programs through the Autism Society Social Recreation Center where he's been attending since they opened their doors.

WHEREAS, Caleb also participated in the 2023 Pitt County Special Olympics Spring Games in April at J.H. Rose High School where he won 1st place ribbons in the run, Softball Throw and Standing Long Jump. Caleb also participates in the Pitt County Bowling and Swimming programs. Caleb is also a High Red Belt in Taekwondo and attends King Tiger Taekwondo here in Pitt County and hopes to earn his Deputy Black Belt this year. Caleb also enjoys roller skating, ice skating and attending family camps at Victory Junction and Camp Corral.

NOW, THEREFORE, the Town Council of Winterville, North Carolina does hereby honor his accomplishments.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 12th day of June 2023.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk

PUBLIC HEARINGS:

1. Water Shortage Response Plan.

Public Works Director McGuffin presented the Water Shortage Response Plan (WSRP) for the Town that is required to be updated every 5 years by DEQ. This plan covers all measures to be taken in the event water supply sources are inadequate to meet current demands for potable water. This plan outlines Notification, Levels of Response, Triggers, Enforcement, Public Comment, Variance Protocols, Effectiveness and Revisions. This plan is the same plan that has been in place across the board and nothing in the plan changed but the date and contact information.

Mayor Hines declared the public hearing open and asked if anyone would like to speak in favor of the Water Shortage Response Plan. No one spoke. Mayor Hines asked if anyone would like to speak in opposition of the Water Shortage Response Plan. No one spoke. Mayor Hines asked for any further discussion or any more questions. Hearing none what is Council's pleasure.

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Harrell to approve the Water Shortage Response Plan. Motion carried unanimously, 4-0.

Resolution No. 23-R-061

**TOWN OF WINTERVILLE RESOLUTION
APPROVING WATER SHORTAGE RESPONSE PLAN**

WHEREAS, North Carolina General Statute 143 355 (l) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the Town of Winterville, has been developed and submitted to the Town Council for approval; and

WHEREAS, the Town Council finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143 355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Winterville, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winterville that the Water Shortage Response Plan entitled, Town of Winterville WSRP, dated April 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and: that

BE IT FURTHER RESOLVED that the Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

Adopted this the 12th day of June 2023.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

PUBLIC COMMENT:

Henry Hostetler spoke for retaining the Tennis courts in Town and not converting them to Pickle Ball courts.

CONSENT AGENDA:

Items included in the Consent Agenda:

1. Final Budget Amendment: 2022-2023-8.
2. Brookfield Section 4, Phase 1 – Final Plat.
3. Randy Bowers – Final Plat.
4. Power Cost Adjustment.

Motion made by Councilwoman Roberson and seconded by Mayor Pro Tem Moye to approve the consent agenda Motion carried unanimously, 4-0.

OLD BUSINESS:

1. NCDOT Speed Limit Resolutions.

Assistant Town Manager Bowers presented resolutions are a result of action taken at Budget Session #1. This will formalize the action of Council for submission to NCDOT. Resolutions: 23-R-062 for Ange Street and 23-R-063 for Mill Street. Ange Street is straight forward. Mill Street is somewhat convoluted. Council and Staff discussed both with the following conclusions.

**RESOLUTION
SPEED LIMITS ON ANGE STREET/SR1712**

WHEREAS, Ange Street/SR1712, is a major street that is heavily traveled within the Town limits of Winterville; the street is flanked on each side by Schools, Recreation Parks; as well as, residences and entrances to residential communities; and

WHEREAS, residents of the of the area, Pitt County Schools, and Town Council have long expressed safety concerns with respect to the speed limit from the location of the Ange Street/SR1712 from Cooper Street/SR 1711 heading south to Laurie Ellis Road/SR 1713; this street is heavily used by children walking to school and the recreation park, and

WHEREAS, residents and the Town Council have verbally requested that the speed limit from Cooper Street/SR 1711 to Laurie Ellis Road/SR 1713 be reduced from 30 mph to 25 mph; a reduction of speed would minimize motor vehicle accidents and provide for better public safety.

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

1. That the Town of Winterville hereby conveys support for the request made by the residents and residential communities of the area for a reduction in the speed limit along the portion of Ange Street/SR1712 from Cooper Street/SR 1711 to the Laurie Ellis Road/SR 1713 intersection; and
2. The North Carolina Department of Transportation is asked to consider implementing this change for the enhancement and benefit of public safety.

Adopted this the 12th day of June 2023.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

Motion made by Councilwoman Roberson and seconded by Councilwoman Harrell to approve Resolution 23-R-062 for Ange Street. Motion carried unanimously, 4-0.

**RESOLUTION
SPEED LIMITS ON MILL STREET/SR 1149**

WHEREAS, Mill Street/SR1149, is a major street that is heavily traveled with vehicular and pedestrian activity within the Town limits of Winterville; the street is flanked on each side by businesses; as well as, residences and entrances to residential communities; and

WHEREAS, residents of the area and the Winterville Town Council have long expressed safety concerns with respect to the speed limit from the location of the intersection of Worthington Street to Sylvania Street; several motor vehicle accidents have occurred along this stretch; and

WHEREAS, residents and Town Council have verbally requested that the speed limit from Worthington Street to Sylvania Street be reduced from 35 mph to 25 mph; a reduction of speed would minimize motor vehicle accidents and provide for better public safety.

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

1. That the Town of Winterville hereby conveys support for the request made by the residents and residential communities of the area for a reduction in the speed limit along the portion of Mill Street/SR1149 from Worthington Street to Sylvania Street intersections; and
2. The North Carolina Department of Transportation is asked to consider implementing this change for the enhancement and benefit of public safety.

Adopted this the 12th day of June 2023.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

Motion made by Councilwoman Harrell and seconded by Councilwoman Roberson to not approve or move forward with Resolution 23-R-063 for Mill Street. Motion carried unanimously, 4-0.

NEW BUSINESS:

1. 2023-2024 Fiscal Year Budget Ordinance.

Town Manager Parker and Assistant Town Manager Bowers presented the attached Draft Budget Ordinance for the 2023-2024 Fiscal Year. The Budget Ordinance reflects the totals of the draft balanced budget as presented and discussed at the Budget Public Hearing held on Monday, June 5, 2023.

**TOWN OF WINTERVILLE
BUDGET ORDINANCE
FISCAL YEAR 2023-2024**

BE IT ORDAINED by the Governing Board of the Town of Winterville, North Carolina:

SECTION 1: It is estimated that the following revenues will be available in the General Fund for the Fiscal year beginning July 1, 2023 and ending June 30, 2024:

Ad Valorem Taxes	\$4,796,067
Other Taxes and Licenses	\$4,028,694
Permits and Fees	\$23,000
Sanitation Fees	\$589,934
Investment Income	\$313,577
Inspections	\$275,868
Miscellaneous Income	\$144,027
Grant Revenue	\$252,585
Inter-Fund Transfer Services	\$1,384,606
Electric Fund Contribution	\$650,000
EMS Contribution	\$200,339
Fund Balance Appropriation	\$612,972
Debt Proceeds	\$326,400
Total	\$13,598,069

SECTION 2: The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

Governing Board	\$138,018
Administration	\$719,457
Finance	\$982,814
Inspections	\$398,289
Human Resources	\$281,286
Information Technology	\$507,403
Planning Department	\$281,917
Public Buildings	\$771,380
Grounds and Maintenance	\$87,500
Police Department	\$3,032,936
Fire Department	\$2,285,693
EMS Department	\$202,243
Animal Control	\$10,600
Mosquito Control	\$8,600
Public Works	\$1,327,664
Sanitation	\$700,000
Non-Departmental	\$1,862,269
Total	\$13,598,069

SECTION 3: The following revenues will be available in the Recreation Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

Program Fees	\$127,750
Concession Income	\$50,000
<u>General Fund Transfer</u>	<u>\$989,501</u>
	\$1,167,251

SECTION 4: The following amount is hereby appropriated in the Recreation Fund for operation of the Winterville Recreation Programs during the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Recreation Department</u>	<u>\$1,167,251</u>
	\$1,167,251

SECTION 5: It is estimated that the following revenues will be available in the Powell Bill Fund for the Fiscal year beginning July 1, 2023 and ending June 30, 2024:

<u>Grant Funding</u>	<u>\$307,231</u>
	\$307,231

SECTION 6: The following amount is hereby appropriated in the Powell Bill Fund for the operation of the Powell Bill Program for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Powell Bill</u>	<u>\$307,231</u>
	\$307,231

SECTION 7: It is estimated that the following revenues will be available in the Home Housing Program Fund for the Fiscal year July 1, 2023 and ending June 30, 2024:

<u>Fund Balance Appropriation</u>	<u>\$20,000</u>
	\$20,000

SECTION 8: The following amount is hereby appropriated in the Home Housing Program Fund for the operation of the Urgent Repair and Housing Program for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Contracted Service</u>	<u>\$20,000</u>
	\$20,000

SECTION 9: It is estimated that the following revenues will be available in the Electric Enterprise Fund for the Fiscal year July 1, 2023 and ending June 30, 2024:

Sales and Service	\$7,804,000
<u>Retained Earnings</u>	<u>\$1,343,905</u>
	\$9,147,905

SECTION 10: The following amount is hereby appropriated in the Electric Enterprise Fund for the operation of the electric utility for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Electric Department</u>	<u>\$9,147,905</u>
	\$9,147,905

SECTION 11: It is estimated that the following revenues will be available in the Water Enterprise Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sales and Service</u>	<u>\$2,056,044</u>
	\$2,056,044

SECTION 12: The following amount is hereby appropriated in the Water Enterprise Fund for the operation of the water utility for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Water Department</u>	<u>\$2,056,044</u>
	\$2,056,044

SECTION 13: It is estimated that the following revenues will be available in the Sewer Enterprise Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sales and Service</u>	<u>\$3,067,187</u>
	\$3,067,187

SECTION 14: The following amount is hereby appropriated in the Sewer Enterprise Fund for the operation of the sewer utility for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sewer Department</u>	<u>\$3,067,187</u>
	\$3,067,187

SECTION 15: It is estimated that the following revenues will be available in the Stormwater Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sales and Service</u>	<u>\$616,180</u>
	\$616,180

SECTION 16: The following amount is hereby appropriated in the Stormwater Fund for the operation of the Storm Water utility for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Storm Water Department</u>	<u>\$616,180</u>
	\$616,180

SECTION 17: There is hereby levied a tax at the rate of forty-seven and one-half cents (\$.475) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2023 for the purpose of raising the revenue listed as "Ad Valorem Taxes" in the General Fund in Section 1 of this ordinance. This rate is based on a total estimated valuation of property for the purposes of taxation of \$878,781,289 and an estimated rate of collection of 98% for real and personal property, 100% for vehicles.

SECTION 18: The Town Manager (Budget Officer) is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. May amend line item appropriations within any Fund as long as the total appropriation of that Fund is not changed. A record of any such amendments shall be maintained by the Finance Director for public inspection.
- b. May not transfer any amounts between funds, unless approved by the Governing Board through an amendment to the Budget Ordinance.

SECTION 19: The attached Fee and Utility Rate Schedules are hereby adopted for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

SECTION 20: The attached Pay and Classification Plan is hereby adopted for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

SECTION 21: Copies of the Budget Ordinance shall be furnished to the Town Clerk to the Governing Board and to the Town Manager (Budget Officer) to be kept on file by them for their direction in the disbursement of funds.

Adopted this 12th day of June 2023.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk

Motion made by Councilwoman Roberson and seconded by Councilman Rice to approve the 2023-2024 Fiscal Year Budget Ordinance Motion carried unanimously, 4-0.

2. Street Resurface Project – Award of Contract.

Assistant Town Manager Bowers noted that the Town is looking to repair several bad streets in the downtown area. Advertisement for the project was posted in The Daily Reflector on May 20, 2023. Bids were received on June 6, 2023. We were able to obtain 3 bids from the following: Tripp Brothers Inc., Lanier Construction, and Barnhill Construction. The lowest responsible bidder was Tripp Brothers Inc. They provided a base bid of \$213,993.00, an alternate bid of \$5,950.50 for sections of Worthington Street and a 2nd Alternate bid for Drexel Lane in the amount of \$119,989.50. Target areas are Worthington Street and Railroad Street intersection. Depot Street, Railroad Street between Cooper Street and Blount Street. Drexel Lane is also included in this project if funds are available. The Wooten Company has certified the bid tab. This bid was submitted on a per unit basis. This will allow for other improvements to be made near the railroad track while we have the permits paid for with CSX. Please note that the start date will depend on CSX and when they will allow us to work in their right of way.

TOWN OF WINTERVILLE
STREET RESURFACING
TWC PROJECT NO.: 2853-AY



301 W. 14th Street, Greenville, NC 27834
252.757-1096 Fax: 252.757.3221
License No. F-0115

June 6, 2023 @ 2:00 pm

	CONTRACTORS	LIC. NO.	CLASS	BID BOND	DBE AIF, A or B	BASE BID	ADD ALTERNATE 1	ADD ALTERNATE 2	REMARKS
1	Tripp Bro's Inc	52247	HIFU	5%	A	\$213,893.00	\$5,950.00	\$119,989.50	Lowest Bidder
2	Lentier Construction	18152	UN	5%	A	\$695,780.00	\$17,927.50	\$396,410.00	
3	Barnhill Contracting	31184	UN	5%	A	\$520,103.00	\$19,987.00	\$248,714.00	
4	Lucas Paving								No Bid
5	Charles Hughes								No Bid
6	Garris Paving								No Bid
7	ST Wooten								No Bid
8									
9									
10									

This is to certify that the bids received herein were publicly opened and read at 2:00 p.m. on June 6, 2023 at Winterville Town Hall, 2571 Railroad Street, Winterville, NC 28560

Professional Seal of William A. Larsen, P.E.
North Carolina Professional Engineer License No. 041415
Signature: William A. Larsen
Date: 6.7.2023

William A. Larsen, P.E.

June 6, 2023 @ 2:09 pm																	
Item No.	Description	Est. Quantity	Tripp Bros Inc.			Leland Construction			Barrett Contracting			Average of All Bids			Average of Three Low Bidders		
			Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price			
1	New Transitional Curb	17	\$318.00	\$5,406.00	\$35.00	\$595.00	\$1,195.00	\$597.50	\$10,157.50	\$1,195.00	\$20,315.00	\$1,195.00	\$20,315.00	\$1,195.00	\$20,315.00		
2	Remove and Replace Valley Gutter	180	\$42.00	\$7,560.00	\$40.00	\$7,200.00	\$16,200.00	\$2,916.00	\$14,544.00	\$44.12	\$7,941.60	\$44.12	\$7,941.60	\$44.12	\$7,941.60		
3	Remove and Replace 15" RCP	30	\$100.00	\$3,000.00	\$110.00	\$3,300.00	\$350.00	\$10,500.00	\$125.00	\$3,750.00	\$125.00	\$3,750.00	\$125.00	\$3,750.00			
4	15" Fiberglass End Section	1	\$1,100.00	\$1,100.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00			
5	Joint Protection	8	\$200.00	\$1,600.00	\$215.00	\$1,720.00	\$1,650.00	\$13,200.00	\$1,320.00	\$10,560.00	\$1,320.00	\$10,560.00	\$1,320.00	\$10,560.00			
6	Full Depth Pavement Removal and Replacement	4,100	\$43.00	\$175,230.00	\$158.75	\$650,875.00	\$114.70	\$470,370.00	\$154.82	\$634,882.00	\$154.82	\$634,882.00	\$154.82	\$634,882.00			
7	Slope Parking Spoops	1	\$555.00	\$555.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00			
8	Slope Striping Lines	1	\$222.00	\$222.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00			
9	Slope Stop Lines	11	\$222.00	\$2,442.00	\$400.00	\$4,400.00	\$5,200.00	\$57,200.00	\$5,200.00	\$57,200.00	\$5,200.00	\$57,200.00	\$5,200.00	\$57,200.00			
10	Stroke Railroad Crossing	1	\$4,000.00	\$4,000.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00			
11	MH Grate Adjustment	4	\$200.00	\$800.00	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00			
12	WV Grate Adjustment	9	\$120.00	\$1,080.00	\$600.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00			
Total of All Base Unit Price Bid Items				\$213,993.00		\$666,786.00		\$420,103.00		\$419,620.30		\$419,620.30		\$419,620.30			

ADD ALTERNATIVE 1 BID												
Item No.	Description	Estimated Quantity	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price
1	Full Depth Pavement Removal and Replacement	2,650	\$43.00	\$113,850.00	\$176.75	\$467,587.50	\$176.75	\$467,587.50	\$176.75	\$467,587.50	\$176.75	\$467,587.50
2	Joint Protection	1	\$100.00	\$100.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
Total of All Unit Price Bid Items				\$113,950.00		\$467,862.50		\$467,862.50		\$467,862.50		\$467,862.50

ADD ALTERNATIVE 2 BID												
Item No.	Description	Estimated Quantity	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price
1	Full Depth Pavement Removal and Replacement	2,650	\$43.00	\$113,850.00	\$148.00	\$391,200.00	\$148.00	\$391,200.00	\$148.00	\$391,200.00	\$148.00	\$391,200.00
2	Slope 3/8" L/8"	2	\$522.00	\$1,044.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00
3	MH Grate Adjustment	3	\$300.00	\$900.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00
4	WV Grate Adjustment	1	\$120.00	\$120.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
Total of All Unit Price Bid Items				\$115,989.50		\$393,400.00		\$393,400.00		\$393,400.00		\$393,400.00

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Harrell to approve the lowest responsible bidder, Tripp Brothers Inc. with a base bid of \$213,993.00, an alternate bid of \$5,950.50 for sections of Worthington Street and a 2nd alternate bid for Drexel Lane in the amount of \$119,989.50 for a total project cost is \$339,933. Motion carried unanimously, 4-0.

3. Wooten Company General Services Contract, Task Order 41 Contract.

Assistant Town Manager Bowers presented the attached General Services Contract for The Wooten Company. This is Task Order #41 and is for Fiscal Year 2023-2024. The value of the contract is \$47,500. This is an increase of \$12,500 over last year. This is the result of the increased growth, and demand for this services for The Wooten Company to assist the Town with the multitude of projects we have underway

This is **Task Order No. 41** consisting of 3 pages.

Task Order No. 41

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated **September 10, 2015** ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data
 - A. Title: **2023-2024 General Consulting Services**
 - B. Description: **Engineering-related services on a task-by-task basis request**
2. Services of Engineer
 - Study and Report Services
Part 1 of Exhibit A as specifically requested by Owner.
 - Design Services
Part 2 of Exhibit A as specifically requested by Owner.
 - Bidding or Negotiating Services
 - Construction and Commissioning Services
 - Resident Project Representative Services
Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is attached to this Task Order and expressly incorporated by reference.
 - Additional Services
Part 5 of Exhibit A as specifically requested by Owner.
 - Additional Services Requiring an Amendment to Task Order
Part 6 of Exhibit A is incorporated by reference unless otherwise noted.
3. Owner's Responsibilities
Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: **No modifications.**
4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>General Consulting Services</u>	<u>June 30, 2024</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
General Consulting Services	Hourly Rate	\$ 47,500.00

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. **Ceiling Fee will not be exceeded without written consent of the Owner.**

6. Consultants: **With written consent of the Owner.**

7. Other Modifications to Agreement: **None**

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. Attachments: **Appendix 1, Schedule of Fees**

9. Documents Incorporated By Reference: **None**

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:

ENGINEER:

**L.E. Wooten & Company dba
The Wooten Company**

By (Signature): _____

By (Signature): W. Brian Johnson

Typed Name: Terri L. Parker

Typed Name: W. Brian Johnson, PE

Title: Town Manager

Title: Vice President

Date Signed: _____

Date Signed: 6/1/23

Engineer License or Firm's
Certificate No. F-0115
State of: NC

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: Terri L. Parker

Typed Name: William A. Larsen, PE

Title: Town Manager

Title: Greenville Regional Manager

Address: P.O. Box 1459
Winterville, NC 28590

Address: 301 W. 14th Street
Greenville, NC 27834

E-Mail
Address: Terri.parker@wintervillenc.com

E-Mail
Address: wlarsen@thewootencompany.com

Phone: (252) 756-2221

Phone: 252-757-1096

Fax: (252) 321-8455

Fax: 252-757-3221



SCHEDULE OF FEES
Hourly Rates for Wage Categories
7/1/2022

Wage Category	Hourly Billing Rate
Engineer I	\$ 120
Engineer II	\$ 147
Engineer III	\$ 184
Engineer IV	\$ 220
Engineer V	\$ 260
Architect I	\$ 104
Architect II	\$ 151
Designer I	\$ 87
Designer II	\$ 104
Designer III	\$ 128
Designer IV	\$ 159
Construction Admin I	\$ 120
Construction Admin II	\$ 168
Construction Admin III	\$ 229
Construction Observer / Resident Project Representative	\$ 114
Utility Coordinator II	\$ 134
Utility Coordinator III	\$ 171
Survey Technician I	\$ 54
Survey Technician II	\$ 70
Survey Technician III	\$ 91
Survey Technician IV	\$ 107
Survey Technician V	\$ 127
Surveyor II	\$ 118
Surveyor III	\$ 138
Surveyor IV	\$ 191
GIS Analyst II	\$ 89
GIS Analyst III	\$ 125
GIS Analyst IV	\$ 139
Community Development Coordinator	\$ 142
Funding Coordinator I	\$ 85
Funding Coordinator II	\$ 109
Funding Coordinator III	\$ 163
Project Assistant	\$ 85

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.

Standard Hourly Rates apply only as specified in the original contract and are subject to annual review and adjustment. Future additions or amendments to the original contract may be subject to the rates in effect at the time of the modification.

Motion made by Councilwoman Roberson and seconded by Mayor Pro Tem Moye to approve the General Services Contract with The Wooten Company, Task Order #41 for Fiscal Year 2023-2024 at a value of \$47,500. Motion carried unanimously, 4-0.

4. Sheppard Memorial Library Board Appointment.

Town Manager Parker noted that the Sheppard Memorial Library Board and Greenville City Council approved the amended membership on May 8, 2023 see below. The term will be a three-year term and will run until October 2026. Staff requests that Council reaffirm the appointment of Mayor Pro Tem Johnny Moye.

Motion made by Councilwoman Roberson and seconded by Councilman Rice to appoint Mayor Pro Tem Moye to the Sheppard Memorial Library Board. Motion carried unanimously, 4-0.

Bylaws of the Sheppard Memorial Library Board of Trustees

As the City of Greenville and the County of Pitt have joined to support public library service for the benefit of all their citizens and the General Statutes of North Carolina, specifically Chapter 153A, Article 14 setting forth the method for the establishment and perpetuation of a library board of trustees, it is the intent of this instrument to serve as the bylaws for the government of the Sheppard Memorial Library Board of Trustees.

Article I

Membership of the Board; Composition and Appointment. The membership of the Board shall be comprised of at least nine but no more than eleven Trustees, appointed as follows:

- (1) No more than six Trustees appointed by the Greenville City Council, who shall be residents of the City of Greenville.
- (2) No more than three Trustees appointed by the Pitt County Board of Commissioners, who shall be residents of Pitt County.
- (3) One Trustee appointed by the governing body of the Town of Winterville, who shall be a resident of the Town of Winterville.
- (4) One Trustee appointed by the governing body of the Town of Bethel, who shall be a resident of the Town of Bethel.

All Trustee appointments made to the Board shall also be in compliance with the *Board and Commission Policy* for the City of Greenville. In addition to the aforementioned Trustees, both the Greenville City Council and the Pitt County Board of Commissioners may in their discretion each appoint one of their own members as an ex-officio non-voting Liaison to the Board to serve in an advisory capacity. Appointments shall be made in October of a given year.

Length of Term. A Trustee shall not be appointed by the same governing body for more than two consecutive three-year terms.

Term Holdover. If a Trustee's term ends without a replacement having been appointed, that Trustee will continue to serve until the Trustee's replacement's appointment has taken place.

Manner of Filling Vacancies. When an appointment is made to fill an unexpired term, the appointee will remain eligible to be appointed to serve up to two consecutive three-year terms.

Compensation and Reimbursement. All Trustees shall serve without compensation, except that they may be reimbursed for actual expenses incident to the performance of their duties within the limits of any fund available to the Board.

Removal of a Trustee. The Greenville City Council, Pitt County Board of Commissioners, and the governing bodies of the Town of Winterville and the Town of Bethel may remove any of their respective appointed Trustees at any time for incapacity, unfitness, misconduct, or neglect of duty.

Article II

Meetings. Regular business meetings of the Board will be held during the months of January, March, July, and October on a date that is convenient to the Board. The annual meeting of the subsequent regular Board meetings for the year will be decided upon. Upon establishing the schedule of regular meetings, the Board shall cause a current copy of that schedule, showing the time and place of regular meetings, to be kept on file with the Greenville City Clerk and the Clerk to the Board of Pitt County Commissioners and shall be posted on the Sheppard Memorial Library's website. Special meetings may be called by the chair or library director upon request of six members of the board for the transaction of business stated in the call for the meeting. A notice of each regular meeting will be mailed or emailed to all Trustees at least five days before the meeting. Additional public notice of a special meeting shall comply with the provisions of Chapter 143, Article 33C of the North Carolina General Statutes, particularly N.C.G.S. §143-318.12.

Quorum. A quorum for the transaction of business at any regular, emergency or special meeting will consist of a majority of the members of the Board who are either physically present or able to participate by telephone or video-conference or other electronic means.

Attendance. Any member of the Board who will be absent from more than two consecutive meetings without notifying the library director or will be absent from 75 percent of the meetings during any twelve-month period with or without notification will be automatically removed from the Board. This vacancy will be filled by the governing body which originally appointed the member, with the appointee to serve the duration of the unexpired term of the individual whose position has been filled.

Article III

Officers. Officers of the Board will be chosen for a one-year term at the regular annual meeting of the Board and will be as follows: the chair, the vice-chair, and the executive secretary.

With the exception of the position of the executive secretary, which will be filled by the library director, no officer will serve for more than two consecutive terms.

Duties of Officers: The chair of the Board will preside at all meetings, appoint all committees, authorize calls for any special meetings, and generally perform the duties of a presiding officer. In the absence of the chair from the Board meeting, the vice-chair will serve or the members present may select a temporary chair for the meeting.

Vacancies. Should a vacancy occur in any of the offices in this article (with the exception of the executive secretary) the chair will appoint a nominating committee to select a nominee or nominees who will be voted upon by the Board at the next regular meeting, together with such nominations as may be made from the floor. The Trustee selected will fill the unexpired term of the vacant office.

Article IV

Committees. Committees for the study and investigation of special areas of concern may be appointed by the chair. Such committees will serve through the completion of the work for which they were appointed.

Article V

Duties of Trustees. The duties of Trustees consist of carrying out conscientiously the powers given them. Among other conferred powers, it is their duty and responsibility to determine the policy of the library system; select and appoint a competent, professionally certified library director; advise in the preparation of the budget, approve it, and work to obtain the necessary funds; provide and maintain adequate buildings and grounds; study and support legislation that will bring about the greatest good to the greatest number of libraries; cooperate with other public officials and boards; and maintain vital public relations.

Article VI

Library Director. The library director will be considered the executive officer of the Board and will have sole charge of the administration of the library under the direction and review of the Board. The library director will serve as the executive secretary of the Board and as such will keep a true and accurate account of all proceedings and minutes of all official meetings of the Board in compliance with Chapter 143, Article 33C of the North Carolina General statutes; will issue notices of all regular meetings, and on the authorization of the chair, of all special meetings; will have custody of the minutes and other records of the Board; and will notify the corresponding governing body of any vacancies on the Board. In the capacity as the executive secretary the library director will not be an official member of the Board nor have a vote.

The library director will authorize expenditures from the library funds in the library budget and have them countersigned by another officer.

The library director will be responsible for the care of the buildings and equipment, for the employment and direction of the staff, for the efficiency of the library's service to the public, and for the operation of the library under the financial conditions set forth in the annual budget. The library director will attend all Board meetings except those at which appointment or salary of the library director is to be discussed or decided.

Article VII

Limitations. No Trustee or immediate relative of a Trustee or of the library director will be considered for full-time staff employment.

No Trustee or any administrative member of the library will use the resources, business, finances, or contracts of the library for personal use or profit.

Article VIII

Order of Business. The order of business at the regular meetings of the Board will be as follows:

1. Call to Order
2. Approval of Minutes (either read or previously received)
3. Library Director's Report
4. Committee Reports
5. Unfinished Business
6. New Business
7. Adjournment

Article IX

Amendments. The Bylaws may be amended at any regular meeting of the Board with a quorum present, by a unanimous vote of the members present, provided the amendment was stated in the call for the meeting; further provided if eight or more Trustees are present at the meeting, the Bylaws may be amended by a two-thirds majority of those present.

Adopted - March 21, 1972

Revised - April 1975

Revised - January 1984

Revised - July 1986

Revised - September 1988

Revised - January 2011

Revised - November 2012

Revised - May 2023



CITY CLERK'S OFFICE

May 29, 2023

Mr. Donald Harvey
Town Clerk
Town of Winterville
2571 Railroad Street
Winterville, NC 28590

Dear Mr. Harvey

Regarding the makeup of the Sheppard Memorial Library Board, the City Council, at its May 8, 2023, meeting, moved to amend its membership:

(A). The Sheppard Memorial Library Board (hereinafter called the Board) shall consist of eleven regular members as follows:

- Six of the regular members shall reside within the corporate limits of the City of Greenville at the time of their appointment and shall be appointed by the Greenville City Council.
• Three of the regular members shall reside within the County at the time of their appointment and shall be appointed by the Pitt County Board of Commissioners.
• One regular member shall reside within the corporate limits of Winterville at the time of their appointment and shall be appointed by the Winterville Town Council.
• One regular member shall reside within the corporate limits of Bethel at the time of their appointment and shall be appointed by the Bethel Town Council.

(B). Ex-officio members appointed by the Greenville City Council and the Pitt County Board of Commissioners shall henceforth serve as liaisons to the Board. Such liaison shall be entitled to attend and participate in all meetings of the Board but shall not be a member of the Board and shall be not be entitled to vote on any matters considered by the Board.

Additionally, to streamline the appointment and management process, terms for all members will expire in October. Adjustments will be made as follows:

Reappoint or Replace
or
New Appointee Needed
Appointed By
Trustee Current Term Ends

<u>Trustee</u>	<u>Current Term Ends</u>	<u>Reappoint or Replace or New Appointee Needed</u>	<u>Appointed By</u>
Ray Spears	October 2023	New Appointee Needed in 2023	City
Chris Ulffers	October 2023	Reappoint or Replace in 2023	City
Terry Atkinson	October 2023 <i>(Was March 2023)</i>	Reappoint or Replace in 2023	County
Cara Gohn	October 2026 <i>(Was March 2026)</i>	Reappoint or Replace in 2026	County
Tracy Stroud	October 2024 <i>(Was March 2024)</i>	New Appointee Needed 2024	County
Dot Muller	October 2024	Reappoint or Replace in 2024	City
Patricia Rawls	October 2024	Reappoint or Replace in 2024	City
Lisa Mulligan	October 2025	New Appointee Needed 2025	City
Jeff Coghill	October 2025	Reappoint or Replace in 2025	City
Bethel Appointee	October 2026	Reappoint or Replace in 2026	Bethel
Winterville Appointee	October 2026	Reappoint or Replace in 2026	Winterville

Director Needham will be sending updated copies of the Board's bylaws to everyone once they are adopted. Please feel free to reach out to me if you have any questions.

Sincerely,



Valerie Shiuwegar, CMC
City Clerk

cc: Rick Smiley, City Council Liaison
Greg Needham, Libraries Director
Ann Wall, City Manager
Emanuel McGirt, City Attorney
Donald Phillips, Assistant City Attorney

5. Appointments to Volunteer Advisory Boards:

Board of Adjustment

Stephen Penn, Planning and Economic Development Director presented the following:

Reappointments:

1. Brian Miller:
Reappoint Brian Miller to a three year term that will expire on June 30, 2026.
2. Garrett Killian:
Move Garrett Killian to a regular member's seat (rather than the alternative seat) for a three-year term that will expire on June 30, 2026.

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Roberson to reappoint Brian Miller and Garrett Killian to regular member seats on the Board of Adjustment. Motion carried unanimously, 4-0.

Appointment:

One of the following applicants on file to fill the vacant (In-Town) alternate seat that is set to expire June 30, 2026. Listed in order of their board preference and dates received:

1. Devin Johnson- Listed Board of Adjustment as his first choice. Application received on 2/15/23.
2. Dennis Bottoms- Listed Board of Adjustment as his third choice. Application received on 1/29/22.
3. Domini Cunningham- Listed Board of Adjustment as his fourth choice. Application received on 12/19/22.
4. Jonathan Powell- Listed Board of Adjustment as his fourth choice. Application received on 3/10/23

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Roberson to appoint Devin Johnson to fill the vacant (In-Town) alternate seat on the Board of Adjustment. Motion carried unanimously, 4-0.

Planning and Zoning Board

Planning and Economic Development Director Penn spoke with Anthony Klontz on May 25, 2023 and learned that his current work schedule conflicts with the Planning and Zoning Board Meeting dates and has asked to be removed from the board. This opens a Town Limits seat that will expire on June 30, 2025. Replace Mr. Anthony Klontz' s seat with one of the following applications that the Town of Winterville has on file. The following list is in order of board preference and dates received:

1. Dr. Glen E. Johnson- Selected the P&Z board as his only interest. Applied on 5/31/2020.
2. Anthony Bell- Selected the P&Z board as his only interest. Applied on 11/9/2021.
3. Jason Bunch- Selected the P&Z board as his only interest. Applied on 11/29/2022.
4. Corbett Harris- Selected the P&Z board as his only interest. Applied on 11/29/2022.
5. Domini Cunningham- Selected the P&Z board as his first choice. Applied on 12/19/2022.
6. Dennis Bottoms- Selected the P&Z Board as his second choice. Applied on 1/29/2022.
7. Jonathan Powell- Selected the P&Z Board as his second choice. Applied on 3/10/2023.
8. Devin Johnson- Selected the P&Z Board as his fifth/last choice. Applied on 1/29/2022

Motion made by Councilwoman Roberson and seconded by Councilman Rice to appoint Domini Cunningham to fill the Town Limits seat that will expire on June 30, 2025. Motion carried unanimously, 4-0.

Parks and Recreation Advisory Board

Director of Parks and Recreation Johnston noted that the Recreation Advisory Board (RAB) is composed of seven (7) Resident members, two (2) Non-Resident (ETJ) members, and one (1) Alternate member that may be a resident or non-resident. The Recreation Advisory Board (RAB) has three (3) members whose term expiration is June 30, 2023 and have requested to be reappointed to an additional term. Following is list of said members and their membership type: Victoria Hawkins (Resident), John Relford (Resident), and Johnny Fleming (Resident). Staff recommends that all current members, as listed above, be appointed to an additional two (2) year term on the Recreation Advisory Board.

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Roberson to reappoint Victoria Hawkins (Resident), John Relford (Resident), and Johnny Fleming (Resident) to an additional two (2) year term to the Recreation Advisory Board Motion carried unanimously, 4-0.

The Recreation Advisory Board (RAB) currently has one (1) resident vacancy. Staff recommends appointing current RAB Alternate and Winterville resident Rashana Carmon to fill the vacant RAB resident position.

Motion made by Councilwoman Roberson and seconded by Councilwoman Harrell to appoint Rashana Carmon to fill the vacant resident two (2) year term to the Recreation Advisory Board. Motion carried unanimously, 4-0.

Appointing Ms. Carmon to the resident position results in one (1) vacant RAB alternate position. There are currently eight (8) applications on file in which applicant indicated RAB as either their sole interest or first preference. These applicants, all of whom are Town residents, are as follows (listed in order of receipt):

- Katrina Jones; John Powell; Melanie Grotjan Miller; Domini Cunningham; Stephanie Ham; Dennis Bottoms; Devin Micah Johnson; Johnathan Powell. Staff recommends appointing one (1) of the aforementioned individuals to the now vacant RAB alternate position.

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Roberson to appoint Katrina Jones to fill the vacant RAB alternate resident two (2) year term to the Recreation Advisory Board. Motion carried unanimously, 4-0.

Human Relations Board

Town Manager Parks noted that there are three (3) appointments that need to be made to the Winterville Human Relations Board. Please see the attached document which will denote which positions need to be filled and by whom.

Winterville Human Relations Board

The Winterville Human Relations Board (WHRB) shall consist of six (6) members appointed by the Town Council.

The term of office for each WHRB member shall be as follows:

- All members will serve a two-year staggered term;
- No member shall serve more than three (3) consecutive terms;
- Each member shall hold office until the qualification and appointment of his/her successor or until one (1) year has lapsed since the expiration of the term for which the member was appointed, which first occurs; and
- In order to establish staggered terms, the original voting members of the WHRB shall be appointed as follows:
 - Two members for a one-year term.
 - Two members for a two-year term.
 - Two members for a three-year term.
- Thereafter, each newly appointed voting member shall serve for a two-year term.

Town Council shall appoint one (1) member of Town Council to act as the liaison to the WHRB. The appointed liaison shall attend the WHRB meetings and keep Town Council informed as to the activities of the WHRB. The Town Clerk shall serve as the Staff liaison to the WHRB.

1. Alton Wadford (Chair) [Moore]
227 Blount Street
Winterville, NC 28590
Phone: (252) 378-5344
altonwadford@gmail.com
Term Expires: 06/30/2025

2. Dr. Brandy Harrell-Resigned [Roberson]
PO Box 173
Winterville, NC 28590
Phone: (252) 371-1600
brandyh@journeystosuccess.org
Term Expires: 06/30/2025

3. Shantel Hawkins (Vice Chair) [Hines]
2456 Mill Street
Winterville, NC 28590
Phone: (252) 327-0399
hawkshantel@gmail.com
Term Expires: 06/30/2024

4. Paul Rice [Rice]
161 Vernon White Road
Winterville, NC 28590
Phone: (252) 514-5917
paul.rice@wintervillenc.com
Term Expires: 06/30/2024

5. Tyanna Hagans Resigned [Moye]
302 Alyssum Place
Winterville, NC 28590
Phone:
tyannahagans53@gmail.com
Term Expires: 06/30/2023

6. Ryan Willhite [Smith/Harrell]
PO Box 1459
2593 Railroad Street
Winterville, NC 28590
Phone: (252) 756-2221 ext. 2395
ryan.willhite@wintervillenc.com
Term Expires: 06/30/2023

• Veronica Roberson
Council Liaison
226 Gardner Street
Winterville, NC 28590
Phone: (252) 355-5053
veronica.roberson@wintervillenc.com

• Donald Harvey
Town Clerk
PO Box 1459
2571 Railroad Street
Winterville, NC 28590
Phone: (252)-756-2221 ext. 2344
don.harvey@wintervillenc.com

humanrelationsboard@wintervillenc.com

Updated: 05/26/2023

Council and Staff discussed the method of how members are appointed to the Board. A change in the by-laws on the method of appointing members was suggested.

Motion made by Councilwoman Roberson and seconded by Mayor Pro Tem Moye to change method effective September 2023 of nominating Members to the Human Relations Board like all other Voluntary boards. Motion carried unanimously, 4-0.

Proposed Amendment to be brought to Council at the August meeting for consideration.

6. School Resource Officer Agreement with Pitt County Schools

Chief of Police Willhite noted that Pitt County Schools has requested that the Town of Winterville continue the SRO contract to supply three (3) School Resource Officers (SROs) in the county schools in our jurisdiction. The county has proposed a one year contract which will pay the officers salary and benefits (\$247,942.97) and the Town of Winterville is responsible for the equipment, uniforms, vehicle and training. These officers will be assigned to A.G. Cox Middle School, W.H. Robinson Elementary School, and Creekside Elementary School. The County will make 12 monthly installments to the Town to reimburse the salary and benefits cost. As with other SRO's throughout the county, this contract is renewed annually to address changes in salary or details.

Motion made by Councilwoman Roberson and seconded by Councilman Rice to approve the School Resource Officer Agreement with Pitt County Schools. Motion carried unanimously, 4-0.

OTHER AGENDA ITEMS:

- Mural: Dollar General is going to scrap the proposed mural and go with a colorful flowery mural. Council and Staff discussed moving forward.
- Opioid Workshop: Mayor attended and discussed the funds and awareness that had transpired. Council and Staff discussed how this could help the Town.
- Mount Shiloh through Mr. Jones and the efforts they are making with the Community Garden.
- Update on Rule 20 concerning Board vacancies. Not a clear way to proceed. Council discussed in depth the many different options that the Rule could take.

Motion made by Councilman Rice and seconded by Councilwoman Harrell to table the discussion on Rule 20. Motion tied, 2-2. Councilwoman Harrell and Councilman Rice voted in favor. Mayor Pro Tem Moye and Councilwoman Roberson opposed. Mayor voted in favor of the motion to Table the discussion. Motion carried, 3-2.

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

Town Manager Parker suggested that the August Town Council meeting be moved due to the conflict with the Electricities Conference.

Motion made by Councilwoman Roberson and seconded by Councilwoman Harrell to move the August Council meeting to August 7, 2023 at 6:00 pm. Motion carried unanimously, 4-0.

ANNOUNCEMENTS: Town Clerk Harvey gave the following announcements:

- Planning and Zoning Board Meeting: Tuesday, June 13, 2023 @ 7:00 pm - Town Hall Assembly Room. **NOTE DATE CHANGE.**
- Juneteenth Freedom Day Holiday - Town Offices Closed: Monday, June 19, 2023
- Board of Adjustment Meeting: Tuesday, June 20, 2023 @ 7:00 pm - Town Hall Assembly Room. (Cancelled)
- Human Relations Board Meeting: Thursday, June 22, 2023 @ 7:00 – Executive Conference Room. (Cancelled)
- Recreation Advisory Board: Tuesday, June 27, 2023 @ 6:30 pm – Operation Center.
- Independence Day Holiday - Town Offices Closed: Tuesday, July 4, 2023.
- Agenda Review Meeting: Thursday, July 6, 2023 @4:00 pm – Town Hall Executive Conference Room. (Cancelled)
- Regular Town Council Meeting: Monday, July 10, 2023 @ 6:00 pm - Town Hall Assembly Room. (Cancelled)

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

Attorney Lassiter: Closed Session tonight.

Mayor Pro Tem Moye: Resident had asked about speed-bumps. Status forthcoming.

Mayor Hines: Wished Police Chief Willhite well in his future endeavors.

Motion made by Councilwoman Roberson and seconded by Mayor Pro Tem Moye to go out of Open Session and into Closed Session [(a) (3) To consult with Attorney and (a) (5) Potential Acquisition of Real Property]. Motion carried unanimously, 4-0. Entered into Closed Session at 7:31pm.

CLOSED SESSION:

Motion made by Councilwoman Roberson and seconded by Councilman Rice to return to Open Session. Motion carried unanimously, 4-0.

Motion made by Councilman Rice and seconded by Mayor Pro Tem Moye to authorize Town Attorney Lassiter to move forward with settlement of three Worthington eminent domain cases offering them \$12,000 and if they did not accept that, to offer them \$12,500. Motion carried, 3-1, Councilwoman Roberson opposed.

ADJOURN:

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Roberson to adjourn the meeting. Motion carried unanimously, 4-0. Meeting adjourned at 8:29 pm.

Adopted this the 7th day of August 2023.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Budget Amendment 2023-2024-1

Action Requested: Approve the Budget Amendment.

Attachment: Budget Amendment 2023-2024-1.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 8/1/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

The first item addressed in this budget amendment is the annual roll over of purchase orders. In order for us to complete the purchases that the Town is obligated to through the issuance of purchase orders, the budget must be amended. If not, the purchases that were started in last year's meeting will have to be funded out of the current year's budget. This will greatly reduce the amount of funds in each operation budget.

The second item included is the addition of funds to cover this year's municipal election. That cost is \$25,000 and will be covered with fund balance.

The third item addresses funds need to cover the cost of the Fire Department Master Plan. This was budgeted in last year's budget and needed to be rolled over to this FY. The funds reverted to fund balance as of 6-30-2023. The budgeted amount is \$30,000

The fourth item addresses the need for two additional pieces of equipment. They are a small tractor with a bucket and loader that can be used in yards without damaging personal property. Staff also needed a new commercial mower to take care of the various town properties. The Town has also been notified that the PW Truck that we budgeted for is no longer available. In order to get a truck that is available we will need an additional \$15,000. This will be included with our debt funding in the amount of \$83,000 for all pieces of equipment.

The fifth item address the town's required contribution to the Safe Routes to School Grant. Our contribution is \$33,497.

The final item covers the purchase of the land located on Chapman Street to Purchase the land the Town will need \$422,500 to cover the cost the land, survey, and closing cost.

Budgetary Impact: Total budget amendment is an increase in the amount \$3,545,062 across all funds.

Recommendation: Staff recommends approval of Budget Amendment 2023-2024-1.

BUDGET ORDINANCE AMENDMENT 2023-2024-1

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION	Fund	Account	Increase	Decrease
Fund Balance	10	3831	\$ 971,717.00	
Debt Service Proceeds	10	3828	\$ 33,000.00	
Fund Balance	15	3831	\$ 24,533.00	
Fund Balance	16	3831	\$ 744,500.00	
Grant Proceeds	24	3415	\$ 167,485.00	
Fund Balance	60	3831	\$ 1,341,692.00	
Fund Balance	61	3831	\$ 85,790.00	
Fund Balance	62	3831	\$ 117,113.00	
Debt Service Proceeds	63	3828	\$ 50,000.00	
Fund Balance	63	3831	\$ 9,232.00	

Total \$ 3,545,062.00 \$ -

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION	Account	Department	Fund	Increase	Decrease
Travel Meals and Lodging	10-4110-00-4222	Town Council	General	\$ 5,900.00	
Travel Meals and Lodging	10-4120-00-4222	Administration	General	\$ 1,180.00	
Contracted Services	10-4120-00-4233	Administration	General	\$ 25,000.00	
Capital Outlay	10-4120-00-7150	Administration	General	\$ 31,195.00	
Contracted Services	10-4120-01-4233	Finance	General	\$ 5,107.00	
Contracted Services	10-4120-02-4233	Inspections	General	\$ 12,050.00	
Contracted Services	10-4120-04-4233	Information Tech	General	\$ 191,913.00	
Maint & Repair of Equipment	10-4260-00-4225	Public Buildings	General	\$ 1,691.00	
Supplies and Materials	10-4260-00-4230	Public Buildings	General	\$ 5,161.00	
Contracted Services	10-4260-00-4233	Public Buildings	General	\$ 4,506.00	
Maint & Repair of Facility	10-4260-00-4239	Public Buildings	General	\$ 18,977.00	
New Equipment	10-4260-00-4274	Public Buildings	General	\$ 19,452.00	
Capital Outlay	10-4260-00-7150	Public Buildings	General	\$ 14,250.00	
Capital Outlay	10-4260-00-7151	Public Buildings	General	\$ 422,500.00	
Contracted Services	10-4260-02-4233	Grounds and Maint	General	\$ 1,333.00	
Travel Meals and Lodging	10-4310-00-4222	Police	General	\$ 1,390.00	
Maint & Repair of Vehicles	10-4310-00-4226	Police	General	\$ 2,384.00	
Professional Development	10-4320-00-4221	Fire	General	\$ 2,750.00	
Travel Meals and Lodging	10-4320-00-4222	Fire	General	\$ 420.00	
Maint & Repair of Vehicles	10-4320-00-4226	Fire	General	\$ 4,089.00	
Uniforms and Shoes	10-4320-00-4231	Fire	General	\$ 5,869.00	
Contracted Services	10-4320-00-4233	Fire	General	\$ 660.00	
Contracted Services	10-4320-00-4233	Fire	General	\$ 30,000.00	
Dues and Subscriptions	10-4320-00-4234	Fire	General	\$ 514.00	
New Equipment	10-4320-00-4274	Fire	General	\$ 12,080.00	
Capital Outlay	10-4510-02-7149	Public Works - Other	General	\$ 15,000.00	
Capital Outlay	10-4510-02-7150	Public Works - Other	General	\$ 83,140.00	
Capital Outlay	10-4510-02-7150	Public Works - Other	General	\$ 18,000.00	
Contracted Services	10-4710-00-4233	Sanitation	General	\$ 33,292.00	
Town Code Codification	10-9500-00-5113	Non-Departmental	General	\$ 900.00	
Economic Development	10-9500-00-5135	Non-Departmental	General	\$ 517.00	
Contribution to Grant Fund	10-9500-00-9118	Non-Departmental	General	\$ 33,497.00	
Maint & Repair of Facility	15-6010-00-4239	Recreation	Recreation	\$ 8,900.00	
New Equipment	15-6010-00-4274	Recreation	Recreation	\$ 6,395.00	

Football	15-6010-00-4280	Recreation	Recreation	\$ 7,179.00	
Capital Outlay	15-6010-00-7150	Recreation	Recreation	\$ 2,059.00	
Engineering	16-4510-00-4232	Powell Bill	Powell Bill	\$ 44,500.00	
Paving and Resurfacing	16-4510-00-4270	Powell Bill	Powell Bill	\$ 700,000.00	
Fund to be distributed based on Grant Budget	24-0000-00-0000	SRTS Grant Fund	SRTS Grant Fund	\$ 167,485.00	
Professional Development	60-7110-00-4221	Electric Fund	Electric Fund	\$ 3,196.00	
Travel Meals and Lodging	60-7110-00-4222	Electric Fund	Electric Fund	\$ 1,180.00	
Maint & Repair of Equipment	60-7110-00-4225	Electric Fund	Electric Fund	\$ 1,496.00	
Supplies and Materials	60-7110-00-4230	Electric Fund	Electric Fund	\$ 5,400.00	
Engineering	60-7110-00-4232	Electric Fund	Electric Fund	\$ 119,222.00	
Maint & Repair of Facility	60-7110-00-4293	Electric Fund	Electric Fund	\$ 15,800.00	
Customer Bill Prepreation	60-7110-00-4301	Electric Fund	Electric Fund	\$ 3,684.00	
New Equipment	60-7110-22-4274	Electric Fund	Electric Fund	\$ 13,900.00	
Electric Replacement Meters	60-7110-22-4304	Electric Fund	Electric Fund	\$ 1,533.00	
New Electric Meters	60-7110-22-4305	Electric Fund	Electric Fund	\$ 2,443.00	
Water Replacement Meters	60-7110-22-4306	Electric Fund	Electric Fund	\$ 58,120.00	
Capital Outlay	60-8010-00-7150	Electric Fund	Electric Fund	\$ 1,115,718.00	
Supplies and Materials	61-7210-00-4230	Water Fund	Water Fund	\$ 1,146.00	
Customer Bill Prepreation	61-7210-00-4301	Water Fund	Water Fund	\$ 184.00	
Purchase for Resale	61-7230-00-4302	Water Fund	Water Fund	\$ 84,460.00	
Engineering	62-7320-20-4232	Sewer Fund	Sewer Fund	\$ 2,168.00	
Customer Bill Prepreation	62-7320-20-4301	Sewer Fund	Sewer Fund	\$ 184.00	
Capital Outlay	62-7320-20-7150	Sewer Fund	Sewer Fund	\$ 25,700.00	
Capital Outlay	62-8010-00-7150	Sewer Fund	Sewer Fund	\$ 89,061.00	
Contracted Services	63-7420-00-4233	Storm Water Fund	Storm Water Fund	\$ 9,232.00	
Capital Outlay	63-7420-00-7150			\$ 50,000.00	

Total

Adopted the 7th day of August 2023.

\$ 3,545,062.00

-

Richard E. Hines, Mayor

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Reedy Branch Farms Final Plat.

Action Requested: Approval of Final Plat.

Attachment: Final Plat Map.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

Applicant: Stroud Engineering.

Location: 6178 Reedy Branch Road- Roughly 1,800' east of Reedy Branch Rd and Earnest Lofton Rd.

Parcel Number: 86745.

Site Data: 15.21 acres.

Current Zoning District: Agricultural- Residential (AR).

Proposed Lot Count: 4

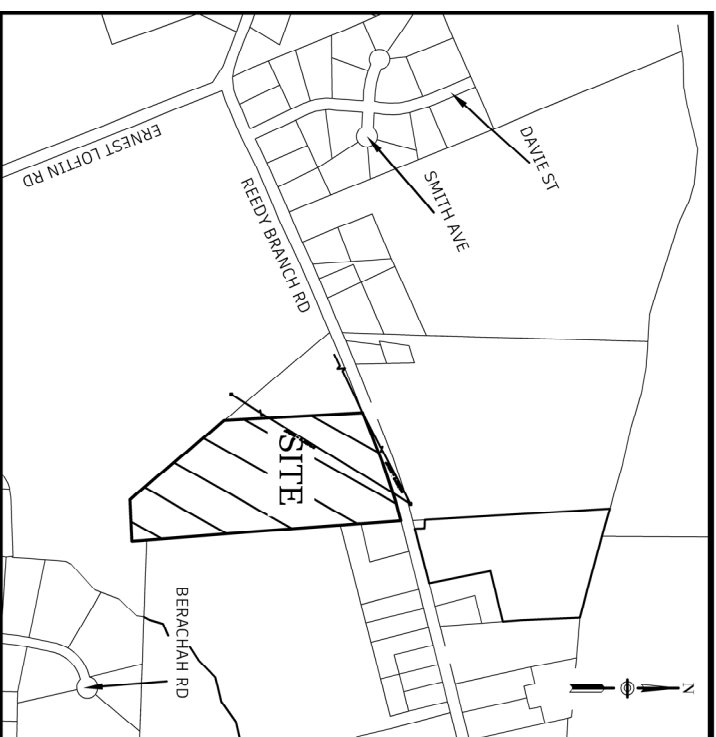
- (1) *Note: A Preliminary Plat Mirroring this Final Plat was approved at the May 8th Council Meeting. July 24th Planning and Zoning Board unanimously recommended approval of the final plat.

Budgetary Impact: TBD.

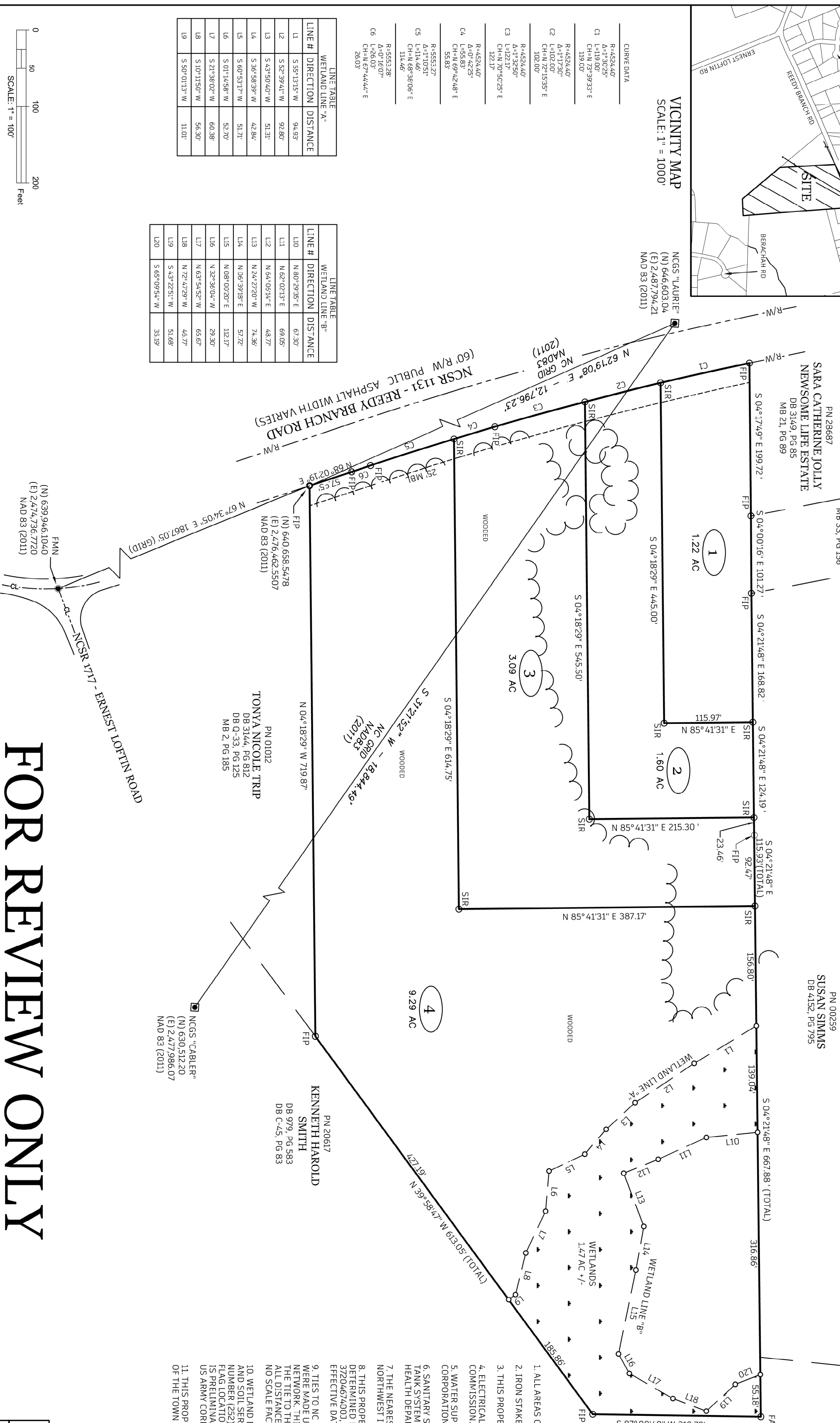
Recommendation: Staff recommends approval of the Final Plat.

SITE DATA

TOTAL AREA IN TRACT 15.2003 ACRES
 NO. OF LOTS CREATED (RESIDENCE) 4
 CURRENT ZONING AR
 LINEAR FEET IN STREETS 0
 AREA IN PARKS AND RECREATION 0



VICINITY MAP
 SCALE: 1" = 1000'



LINE TABLE
 WETLAND LINE "A"

LINE #	DIRECTION	DISTANCE
L1	S 55°13'15" W	94.93
L2	S 52°39'41" W	92.80
L3	S 43°50'40" W	51.31
L4	S 36°58'39" W	42.84
L5	S 60°53'17" W	51.71
L6	S 01°14'58" W	52.70
L7	S 21°38'02" W	60.38
L8	S 10°11'50" W	56.30
L9	S 50°01'13" W	11.01

LINE TABLE
 WETLAND LINE "B"

LINE #	DIRECTION	DISTANCE
L10	N 80°29'38" E	67.30
L11	N 62°02'13" E	69.05
L12	N 64°05'14" E	48.77
L13	N 24°27'20" W	74.36
L14	N 06°39'18" E	57.72
L15	N 08°00'20" E	112.17
L16	N 32°36'04" W	29.30
L17	N 63°54'52" W	65.67
L18	N 72°47'29" W	45.77
L19	S 43°22'51" W	51.68
L20	S 65°08'54" W	35.19

PN 86745

MAP FOR RECORD
REEDY BRANCH FARMS

REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 4227,
 PAGE 465 AND IN MAP BOOK 86, PAGE 38
 OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: **ROCKY RUSSELL BUILDERS, INC**
 106 REGENCY BLVD
 GREENVILLE, NC 27834
 (252) 329-7368

STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET
 GREENVILLE, NC 27858
 LICENSE NO. C-0647
 (252) 756-9352

PROJECT NO: P1761-001 P1761-WFR.DWG DWG NO.

SURVEYED: JD, DE/JE	APPROVED: DTB
DRAWN: MLB/DTB	DATE: 01/02/2023
CHECKED: DTB	SCALE: 1" = 100'

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT ESTABLISH MINIMUM SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES, AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWERS AND WATER LINES TO THE TOWN OF WINTERVILLE.

APPROVAL OF DESIGN, INSTALLATION OF STREETS, UTILITIES, IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO TOWN SPECIFICATIONS AND STANDARDS IN THE SUBDIVISION.

OR THAT A LETTER OF CREDIT IN THE AMOUNT OF \$_____ HAS BEEN POSTED WITH THE TOWN OF WINTERVILLE TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE WINTERVILLE PLANNING BOARD HEREBY APPROVES THE PLAN FOR THE SUBDIVISION.

REVIEW OFFICER'S CERTIFICATE

NORTH CAROLINA, PITT COUNTY

1. OFFICER OF PITT COUNTY, CERTIFY THAT THIS MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

CERTIFICATE OF SURVEY ACCURACY

1. DEBORAH T BOVETTE, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ORIGINAL FIELD UNDER MY SUPERVISION FROM AN ORIGINAL FIELD UNDER MY SUPERVISION REFERRED HEREON THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE PAGE, PLAT, OR AS REFERENCED HEREON THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1: 19,440 THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (D)(1)(a), THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS _____ DAY OF _____, _____

SIGNED _____ PROFESSIONAL LAND SURVEYOR L- _____

FOR REVIEW ONLY

NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. IRON STAKES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
3. THIS PROPERTY IS LOCATED IN THE WINTERVILLE RURAL FIRE DISTRICT.
4. ELECTRICAL SUPPLY TO BE PROVIDED BY GREENVILLE UTILITY COMMISSION.
5. WATER SUPPLY TO BE PROVIDED BY EASTERN PINES WATER CORPORATION.
6. SANITARY SEWER SERVICE TO BE PROVIDED BY INDIVIDUAL LOT SEPTIC TANK SYSTEMS AS APPROVED BY THE PITT COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.
7. THE NEAREST FIRE HYDRANT TO THIS PROPERTY IS LOCATED AT THE NORTHWEST INTERSECTION OF DAVIS STREET AND REEDY BRANCH ROAD.
8. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FIRM 3720464001, 37204673001 EFFECTIVE DATE 01/02/2004.
9. TIES TO NC GEODETIC MONUMENTS NCGS "CARLIER" AND NCGS "LAURIE" WERE MADE USING GPS AND THE NC GEODETIC SURVEY GNSS REAL-TIME NETWORK. THIS TIE WAS FOR THE PURPOSE OF NORTH ROTATION AND FOR THE TIE TO THE MAGNETIC NAIL AT NCSR 1177 ERNEST LOFTIN ROAD. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED. ALL SCALE FACTORS HAVE BEEN APPLIED.
10. WETLAND DELINEATION PROVIDED ON 06/15/2022 BY ENVIRONMENTAL AND SOIL SERVICE, INC., P.O. BOX 82, PINETOPS, NC, 27864, CONTACT: (757) 432-4321. THESE WETLAND DELINEATIONS ARE NOT SURVEY GRADE. THIS WETLAND DELINEATION IS PRELIMINARY IN NATURE. A JURISDICTIONAL DETERMINATION BY THE US ARMY CORPS OF ENGINEERS HAS NOT BEEN MADE AT THIS TIME.
11. THIS PROPERTY IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF WINTERVILLE.

LEGEND

- FIP = FOUND IRON PIPE
- SIR = SET IRON PIPE
- FAM = FOUND AXLE
- FBN = FOUND OF NAIL
- C = CENTERLINE
- = NOT TO SCALE



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Kpmehra & Samuel Sanchez – Rezoning Request (Parcels 24507, 42578, 50256).

Action Requested: Schedule Public Hearing on the Rezoning Request for September 11, 2023.

Attachment: Rezoning Application, Rezoning Map, Legal Description, and Staff Report.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

Applicant: Samuel Sanchez & Sanjay Mehra (Owners of the properties).

Location: Northeastern Corner of Highway 11 and Vernon White Road - 139 Vernon White Road, 4319 Winterville Parkway.

Parcel Numbers: 24507, 42578, & 50256.

Site Data: 12.46 acres.

Current Zoning District: Agricultural Residential (AR).

Proposed Zoning District: General Business (GB).

- ❖ For the P&Z Meeting, adjacent property owners were mailed notification of the rezoning request on May 25, 2023.
- ❖ Notification was posted on the site on May 23, 2023.
- ❖ Planning and Zoning Board recommended approval of the rezoning request unanimously June 13, 2023.

Budgetary Impact: TBD.

Recommendation: Schedule Public Hearing on the Rezoning Request for September 11, 2023.



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

Staff Use Only
Appl. # _____

OWNERSHIP INFORMATION:

Applicant: Sanjay Mehra

Address: 738 Lexington Drive, Greenville, NC 27834

Phone #: 352-615-2727

Owner: KPMEHRA LLC

Address: 738 Lexington Drive, Greenville, NC 27834

Phone #: 352-615-2727

PROPERTY INFORMATION

Parcel #: 24507 Area (square feet or acres): 8.43 acres

Current Land Use: Single Family Residence

Location of Property: Vernon White Rd. & Winterville Parkway

ZONING REQUEST

Existing Zoning: AR - Agricultural-Residential Requested Zoning: GB - General Business

Reason for zoning change: The requested General Business zoning (GB) will allow for a higher density urban development in close proximity to existing commercial development with access to a major thoroughfare (NC Highway 11) and is in general conformance with the Land Use Plan. The requested zoning also matches the existing zoning located immediately to the north of the property along Beacon Drive.

This application shall be accompanied by the following items:

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

OWNER/AGENT STATEMENT

I, Sanjay Mehra, being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for 06 / 19 / 2023.

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

Signature  Date 5/12/2023

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

I, _____, being the Owner of the property described herein, do hereby authorize _____ as agent for the purpose of this application.

Signature _____ Date _____

Sworn to and subscribed before me, this _____ day of _____, 20____.

Notary Public

My Commission Expires:



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

Staff Use Only
Appl. # _____

OWNERSHIP INFORMATION:

Applicant: Samuel Sanchez

Address: 4319 Winterville Parkway, Winterville NC 28590

Phone #: 252-412-8397

Owner: Samuel Sanchez and Lorena Sanchez

Address: 4319 Winterville Parkway, Winterville NC 28590

Phone #: 252-412-8397

PROPERTY INFORMATION

Parcel #: 42578 & 50256 Area (square feet or acres): 4.03 acres

Current Land Use: Single Family Residence

Location of Property: Vernon White Rd. & Winterville Parkway

ZONING REQUEST

Existing Zoning: AR - Agricultural-Residential Requested Zoning: GB - General Business

Reason for zoning change: The requested General Business zoning (GB) will allow for a higher density urban development in close proximity to existing commercial development with access to a major thoroughfare (NC Highway 11) and is in general conformance with the Land Use Plan. The requested zoning also matches the existing zoning located immediately to the north of the property along Beacon Drive.

This application shall be accompanied by the following items:

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

REZONING MAP

FOR

KPMEHRA, LLC & SAMUEL SANCHEZ
PITT COUNTY PARCEL NOS. 24507, 42578, & 50256

Lying and being in Winterville Township, Pitt County, North Carolina lying East of NC Hwy 11 and being bounded on the South by NCSR 1130 (Vernon White Road) and beginning at NCGS Monument "Winterville" located in the western right- of way of NC Hwy 11 thence North 18-40-54 East 2,813.12 feet to NCGS Monument "Reedy" located at the intersection of NC Hwy 11 and NCSR 1128 (Davenport Farm Road); thence South 83-48-36 East 214.43 feet to an existing concrete monument located in the eastern right of way of NC Hwy 11, the true POINT OF BEGINNING. From said POINT OF BEGINNING and following the eastern right of way of NC Hwy 11 North 01-46-26 West 99.66 feet to an existing concrete monument; thence following the eastern right of way of NC Hwy 11 North 01-38-15 West 173.20 feet to an existing iron pipe, thence following the eastern right of way of NC Hwy 11 North 01-47-07 West, 283 feet to a point in the center of a ditch; thence leaving the right of way of NC Hwy 11 and with the center of said ditch South 71-01-27 East 80.68 feet; thence North 77-35-21 East 396.49 feet; thence North 78-45-02 East 169.47 feet; thence North 63-53-50 East 102.14 feet; thence North 84-21-53' East 341.98 feet to a corner; thence South 23-39-47 West 63.34 feet; thence South 08-55-07 West 125.35 feet to a corner; thence South 80-55-05 West 336.34 feet to an existing iron pipe, a corner; thence South 06-49-15 West 190.31 feet to an existing iron pipe, a corner; thence South 83-09-23 East 260.44 feet to a corner; thence South 22-47-20 West 89.65 feet to an existing iron pipe; thence 06-44-45 West 113.98 feet to an existing iron pipe, a corner; thence North 83-09-15 West 210.79 feet to an existing iron pipe, a corner; thence South 06-49-34 West 206.73 to an existing iron pipe located in the northern right of way of NCSR 1130 (Vernon White Road), a corner; thence following the northern right of way of NCSR 1130 (Vernon White Road) North 83-07-43 West 390.70 feet to an existing concrete marker located in the northern right of way of NCSR 1130 (Vernon White Road); thence following the northern right of way of NCSR 1130 (Vernon White Road) North 83-21-51 West 202,61 feet to an existing concrete marker located in the northern right of way of NCSR 1130 (Vernon White Road), a corner; thence North 43-29- 23 West 47.69 feet to the POINT OF BEGINNING and containing 12.46 +/- acres.



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

GENERAL INFORMATION

APPLICANT	Samuel Sanchez & Sanjay Mehra (Kpmehra LLC).- Owners
HEARING TYPE	Rezoning Request
REQUESTED ZONING DISTRICT	General Business (GB)
CURRENT ZONING DISTRICT	Agricultural Residential (AR)
LOCATION	North-Eastern Corner of Highway 11 and Vernon White Road: 139 Vernon White Road & 4319 Winterville Parkway.
PARCEL ID NUMBER(S)	24507, 42578, & 50256.
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request on May 25, 2023. Notification was posted on site on May 23, 2023. 18 properties were mailed notification.
TRACT SIZE	12.46 +/- acres
TOPOGRAPHY	Flat
VEGETATION	Pine Trees and other evergreen trees and shrubs dominate the property.

SITE DATA

EXISTING USE	Residential & Bed and Breakfast.
---------------------	----------------------------------

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	General Business (GB)	Commercial-Retail, service, office.
W	General Business (GB)- Across from Highway 11.	Commercial- Restaurants, gas stations, retail, automotive shop.
E	General Business (GB)/ Office and Institutional (O&I), and Agricultural-Residential (AR).	Commercial- Aquaventure: Service/Office Use. Residential- three single family homes.
S	General Business (GB), Agricultural-Residential (AR), and R-20.	Single Family Residential dominates the southern portion of this property, on the other side of Vernon White Road. Vacant Commercial site is located at the 'triangle' at Vernon White Road, Old NC 11, and Highway 11.



ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	AR	GB
MAX DENSITY	2 per acre (Residential Units)	NA.
TYPICAL USES	AR - Low-density residential and agricultural uses; where urban development is expected.	Commercial uses: Business, Professional, Office, and Service Uses. Retail and Wholesale Uses.

SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	N/A
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit.
SITE PLAN REQUIREMENTS	Subdivision plan or Construction Drawings will be required depending on proposed use in the future.

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

LANDSCAPING & BUFFER REQUIREMENTS

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

N	Bufferyard would likely not be required due to the existing non-residential use.
W	Street Vegetation would be required per the Winterville Zoning Ordinance.
E	A bufferyard would be required against adjacent residential properties.
S	A bufferyard would be required against adjacent residential properties.



TRANSPORTATION

STREET CLASSIFICATION	<p>NC Highway 11/Winterville Parkway – NCDOT Road- Classified as a Boulevard/Major Thoroughfare.</p> <p>Vernon White Road – NCDOT Road- Classified as a Minor Thoroughfare.</p> <p>Old NC 11/Mill St. – NCDOT Road- Classified as a Minor Thoroughfare.</p>
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS- 2021 (per NCDOT Annual Average Daily Traffic Map)	<p>NC Highway 11– 35,000</p> <p>Vernon White Road – 5,400</p> <p>Mill Street - 8700</p>
TRIP GENERATION	N/A
SIDEWALKS	TBD
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	TBD
OTHER	N/A

IMPACT ANALYSIS

Land Use Compatibility

The proposed General Business (GB) zoning districts would allow land uses that are compatible with the general character of the area.

Town of Winterville Comprehensive Land Use Plan Policies

The Future Land Use Map designates this property as a Neighborhood Center character area and a Regional Center character area. The requested **GB** zoning district is consistent with this character area as defined by the future land use designation.

Comprehensive Land Use Plans - Recommendations & Implementation

Neighborhood Center:

- General Character: These centers have small-scale retail, restaurants and offices that are local landmarks and serve the surrounding neighborhoods. Other, more high intensity land uses may be attracted to these activity areas. Residential uses



could include patio homes, attached units and some multi-family structures.

- Potential Zoning Districts: GB, NC, O&I, IC, Possibly C-B, R-8, R-6 or M-R.
- Uses: Neighborhood-serving commercial uses (grocery store, retail/service, restaurant, etc.) serve as the anchor of this land use type, with multi-family and other residential mixed in and supporting the commercial center.

Regional Center:

- General Character: These larger, auto-oriented commercial areas serve a regional market, and are high-intensity shopping centers. With good design, they can provide a pleasant outdoor and indoor shopping experience that compliments the surrounding community as a commercial/retail/service activity center.
- Potential Zoning Districts: GB, Possibly NC, O&I, IC, or M-R.
- Uses: Commercial uses of a regional nature, including big box stores, chain restaurants, and other highway-oriented uses. Hotels and multi-family uses could also be appropriate.

(Land Use) Policy 1: Encourage a balanced tax base while managing growth:

Strategy 1.1: Utilize the Future Land Use Map and character areas when considering land use decisions.

Strategy 1.2: Encourage non-residential growth in the form of retail restaurants, professional offices and industrial development in areas designated as such on the Future Land Use Map.

(Economic Development) Policy 1: Continue to Implement Previous Plans.

Strategy 1.3: Emphasize retail, office, light industrial and other commercial development especially along Winterville Parkway and other appropriate areas.

(Economic Development) Policy 2: Improve Self-Sufficiency and Reduce Retail Leakage.

Strategy 2.1: Support Winterville's transformation from a bedroom community into a neighboring community of Greenville.

Strategy 2.2: Discourage rezonings to residential zoning districts in high visibility corners with good access and parcels within Office & Employment



Future Land use areas.

(Economic Development) Policy 6: Focus on business recruitment, expansion and retention.

Strategy 6.2: Encourage and support local businesses, especially in expansion efforts.

STAFF ANALYSIS AND RECOMMENDATION

Staff Analysis

The 12.46-acre properties are currently underutilized for their locations. The single-family residential home and the Bed and Breakfast (permitted for up to 6 bedrooms) have access and frontage onto Highway 11, a boulevard classified street with one of the highest traffic counts and visibility in the Winterville/Greenville Metro. It's location has high commercial value and is prime to improve Winterville's self-sufficiency, by encouraging commercial development.

Though there is adjacent single-family residential, the Zoning Ordinance's bufferyard requirements were established to protect and preserve the appearance, character and value of adjacent properties with incompatible land uses and intensities. Furthermore, Section 154.21 of the Subdivision Ordinance expressly prohibits direct residential driveway access onto Major Thoroughfares and thus would not allow this design, if it were proposed today.

The General Business (GB) rezoning request is consistent with the intent and purpose of the Zoning Ordinance, the Future Land Use Plan, and is compatible with the existing development and trends in the surrounding area.

Staff Recommendation

Staff recommends **approval** of the rezoning request for the 12.46 acres from AR to General Business (GB).



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Christopher L. Williams, Chief of Police

Item to be Considered

Subject: The Town of Winterville Code of Ordinance section 96.04 requires person(s) wishing to engage in activities regulated by this ordinance to acquire a specific permit approved by the Chief of Police, or his designee. A permit granted under this section requires an administration fee of fifteen dollars (\$15.00). The Winterville Watermelon Festival Committee is requesting exemption from this fee.

Action Requested: Approve.

Attachment: Parade Route.

Prepared By: Christopher L. Williams, Chief of Police

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

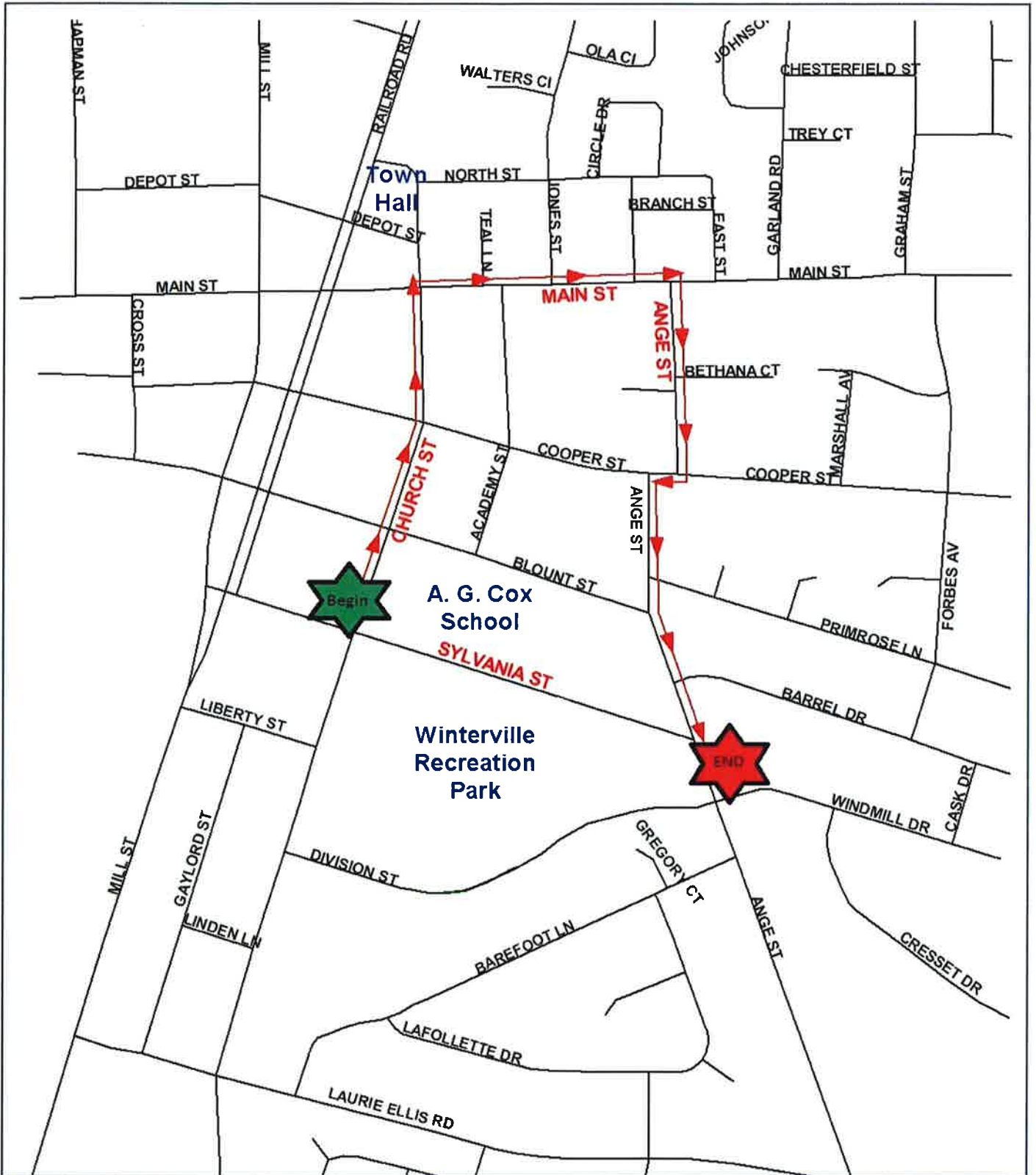
Final: tlp - 8/1/2023

Supporting Documentation

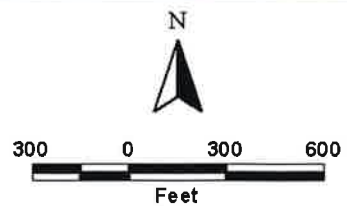
The code of ordinance requires all organizations that wish to hold a parade submit information describing the route, responsible persons and their contact numbers. The Town Council must approve the issuance of the permit based on this and any other information they request. The Winterville Watermelon Festival committee is expected to submit a parade application in the immediate future to the Chief of Police. The Watermelon Festival: Chairman is Heather Jackson and the parade contact person is Rebecca Caveness. The date of the parade is Saturday, August 26, 2023 at 10 am. The lineup will begin at 9:00 am and will end at approximately 11:00 am. The parade route is attached.

Budgetary Impact: None.

Recommendation: Staff recommends Town Council approval of the Parade Permit Fee Waiver.



Watermelon Festival Parade Route





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Christopher L. Williams, Interim Chief of Police

Item to be Considered

Subject: Approval of Request from the Winterville Watermelon Festival Committee to Limit the use of the Parking lot at the Winterville Recreation Park and Request a Change in Traffic Patterns from August 24th-27th, 2023 in support of the 2023 Watermelon Festival.

Action Requested: Approve.

Attachment: None.

Prepared By: Christopher L. Williams, Interim Chief of Police

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

The Winterville Watermelon Festival Committee request that the parking lot located at the Winterville Recreation Park be utilized for parking during the festival for the following:

- Handicapped, VIP, Employee, Bands, Vendors, Emergency Services, and other Festival staff.

Additionally, the Winterville Watermelon Festival Committee and the Chief of Police request a change in the following traffic patterns to help ensure public safety:

Sylvania Street- West bound vehicular traffic only from Ange Street to Church Street, and East bound pedestrian traffic only from Church Street to Ange Street.

- Friday, August 25th 4:00pm until 12:00am.
- Saturday, August 26th 3:00pm until 12:00am.

Division Street- From Church Street to Park entrance.

- Closed Thursday, August 25th at 4:00pm until 12:00am.
- Closed Friday, August 26th at 4:00pm until 12:00am.
- Closed Saturday, August 27th at 8:00am until 12:00am.

Barrel Street – From Ange Street to Forbes Street.

- No parking on south side of street during festival hours.
- No parking on south side of street during festival hours.

Windmill Street – From Ange Street to Forbes Street.

- No parking on south side of street during festival hours.

Gregory Lane- No parking in this cul-de-sac on street during festival hours.

No parking on west side of Ange street from Blount street to Sylvania street.

*** Note:** Access to private residences on closed streets available by permits.

To promote optimum traffic flow and public safety, changes to the Watermelon Festival Committee’s request may be altered to accommodate Festival requirements.

Budgetary Impact: None.

Recommendation: Staff recommends Town Council approval of the Parking and Traffic Pattern changes.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Christopher L. Williams, Chief of Police

Item to be Considered

Subject: Approval of Request from the Watermelon Festival Committee to Suspend the Winterville Park Hours Limitation for August 24 - 27, 2023.

Action Requested: Approve.

Attachment: None.

Prepared By: Christopher L. Williams, Chief of Police

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 7/31/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

The Town of Winterville's policy states that the Winterville Recreation Park may not be used after the hours of 10:30 pm. The Winterville Watermelon Festival Committee requests that this policy be suspended for the 2023 Winterville Watermelon Festival to be held August 24 - 27, 2023.

Budgetary Impact: None..

Recommendation: Staff recommends Town Council approve Suspend Park Hours Limitation.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Christopher L. Williams, Interim Chief of Police

Item to be Considered

Subject: Approval of Request from the Winterville Watermelon Festival Committee for the Placement of Signs and Banners on Town Property and Public Right-of-Ways.

Action Requested: Approve.

Attachment: None.

Prepared By: Christopher L. Williams, Interim Chief of Police

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

The Winterville Watermelon Festival Committee requests approval for the placement of Signs and Banners on town property and along public right-of-way announcing the location and times for the upcoming 2023 Watermelon Festival. The signs will begin being erected on or about August 7, 2023.

Budgetary Impact: None.

Recommendation: Staff recommends Town Council approve the Placement of Signs and Banners.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Evan Johnston, Director of Parks and Recreation

Item to be Considered

Subject: Request from the Winterville Watermelon Festival Committee for use of Parks and Recreation Bathroom facilities from August 24, 2023 through August 27, 2023.

Action Requested: Approve.

Attachment: None.

Prepared By: Evan Johnston, Director of Parks and Recreation

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

The Winterville Watermelon Festival Committee has requested the use of all bathrooms, two (2) men's and two (2) women's, at the Winterville Recreation Park during the Watermelon Festival. The scheduled request is as follows:

8/24/2023 – 5 pm to 11 pm

8/25/2023 – 5 pm to 11 pm

8/26/2023 – 8 am to 11 pm

8/27/2023 – 12 pm to 7 pm

The Festival Committee will provide all paper products and they will hire and provide janitorial services to keep the bathrooms clean during these times.

Recreation Staff has discussed this issue with the Watermelon Festival Committee. Staff requests approval of the Committee's Request.

Budgetary Impact: Cost of water and electricity used during the Festival Period.

Recommendation: Staff recommends Town Council approve Use of Bathroom Facilities.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Christopher L. Williams, Interim Chief of Police

Item to be Considered

Subject: The Watermelon Festival Committee is requesting an exemption from the Noise Ordinance application and any associated permit application and administrative fees Festival concerts or other associated festival events.

Action Requested: Approve.

Attachment: None.

Prepared By: Christopher L. Williams, Interim Chief of Police

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

The Town of Winterville Code of Ordinance section 96.04 requires person(s) wishing to engage in activities regulated by this ordinance to acquire a specific permit approved by the Chief of Police, or his designee. A permit granted under this section requires an administration fee of fifteen dollars (\$15.00). The Winterville Watermelon Festival Committee is requesting exemption from this fee.

Budgetary Impact: None.

Recommendation: Staff recommends Town Council approval of the Parade Permit Fee Waiver.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Safe Routes to School Grant Fund Ordinance.

Action Requested: Approve the Grant Budget Ordinance.

Attachment: Budget Ordinance 23-O-081.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 8/1/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

This ordinance establishes the fund for the operation of the grant received. The Town received the Safe Routes to School grant in the amount of \$167,485. Of this grant, \$133,988 is from the NCDOT. The remaining funds are the local match required in the amount of \$33,497.

This is a two-year grant and is designed to establish programs and events that will promote the need to provide safe routes to school for pedestrians.

Budgetary Impact: The amount of this Grant Budget Ordinance is \$167,485..

Recommendation: Staff recommends approval of the Grant Budget Ordinance.

**TOWN OF WINTERVILLE
BUDGET ORDINANCE
SAFE ROUTES TO SCHOOL GRANT FUND**

BE IT ORDAINED by the Town Council of the Town of Winterville, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The grant authorization is for the implementation of the Safe Routes to School Program in the Town of Winterville. Funding for this project is provided by grant proceeds from the Federal Government in the form of ARP (American Recovery Plan) funds and then to the State of North Carolina as a pass through.

Section 2: The following amounts are appropriated for the project:

Operations – Administration	\$167,988
	\$167,988

Section 3: The following revenue is anticipated to be available for this project:

Grant Funding –NCDOT Proceeds	\$133,988
Local Match – Town Contribution	\$33,497
	\$167,988

Section 4: The Finance Officer is hereby directed to maintain within the Grant Fund sufficient detailed accounting records to satisfy the requirements of the grant guidelines.

Section 5: Funds may be provided from the General Fund for the purpose of supplementing the funds provided from the Federal and State Governments.

Section 6: Funds may be combined with additional funds considered to be eligible from the State of North Carolina. The combined funds can be used to leverage the two sources of funding to increase the scope of the project.

Section 7: The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 2 and on the total revenues received or claimed.

Section 8: The Town management has the ability to amend the budget at the line item level as long as the amendments do not increase or decrease the overall budget total for the fund. Any changes to the fund total will require Town Council approval.

Section 9: Copies of this grant ordinance shall be furnished to the Town Clerk, Governing Board, Finance Director, and Town Manager (Budget Officer) to be kept on file by them for their direction in the disbursement of funds.

Adopted this 7th day of August 2023

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Resolution of Reimbursement.

Action Requested: Approve the Resolution.

Attachment: Resolution 23-R-081

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 8/1/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

The resolution of reimbursement allows the Town to begin making purchases while funding sources are being obtained. This is a standard procedure that is often used to keep projects on schedule. It is also required by the IRS for this type of situation. The amount being finance is \$551,645. Items being purchased are: Two Police Vehicles, Sewer Jeter Trailer, 6-inch bypass pump, Knuckle Boom Truck, Public Works Work Truck, Kubota Tractor, and Commercial Lawn Mower.

Budgetary Impact: Does not change the budget.

Recommendation: Staff recommends approval of Resolution 23-R-081.

Resolution
Town of Winterville, North Carolina
Declaration of Official Intent to Reimburse

BE IT HEREBY RESOLVED that the Town of Winterville, NC does hereby adopt the following declaration (the “Declaration”) of official intent to reimburse.

This declaration (the “Declaration”) is made pursuant to the requirements of the United States Treasury Regulation Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The Undersigned is authorized to declare the official intent of the Town of Winterville, North Carolina (the “Issuer”) with respect to the matters contained herein.

1. **Expenditures to be Incurred.** The Issuer has incurring expenditures (the “expenditures”) for the purchase Two Police Vehicles, Sewer Jeter Trailer, 6 inch bypass pump, Knuckle Boom Truck, and a Public Works Work Truck, Kubota Tractor, Commercial Lawn Mower.
2. **Plan of Finance.** The Insurer intends to finance the cost of the project with the proceeds of debt to be issued by the Issuer (the “Borrowing”) the interest on which is to be excluded from gross income for federal income tax purposes.
3. **Maximum Principle Amount of Debt to be Issued.** The maximum principle amount of the borrowing to be incurred by the Issuer to finance the equipment and vehicles is \$551,645.
4. **Declaration of Official Intent to Reimburse.** The issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by its prior to the issuance of the Borrowing.

Adopted this the 7th day of August 2023

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 7, 2023

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Approval to use Sourcewell Purchasing Cooperative.

Action Requested: Authorizing Staff to Utilize the Sourcewell Purchasing Cooperative for the Purchase of Public Works Equipment.

Attachment: None.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 8/1/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

The 2023/2024 Budget allocated funds for the purchase of new equipment for the Public Works Dept. Staff received quotes for the requested equipment. The quotes were secured using the purchasing cooperative, Sourcewell, rather than the state purchasing contract. The vendors supplying the quotes, were awarded the sales contracts through Sourcewell's competitive bidding process. Similar to the award of state purchasing contracts, the annual purchasing contract is only received after the cooperative performs a thorough vetting process of several vendors. This process is similar to the state contract process but is performed for national scale purchases versus state level.

This purchasing process is allowed by NCGS as long as the Town Council agrees to accept their competitive bid process and forgoing the Town's current purchasing policy.

Budgetary Impact: None at this time. Actual costs for each piece of equipment will be presented to Council separately.

Recommendation: Staff recommends authorization to utilize the purchasing contracts established by Sourcewell for the acquisition of the previously approved Public Works Department equipment approval of Resolution 23-R-081.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: August 7, 2023

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Appointment of Human Relations Board Members.

Action Requested: Appointment of Members to the Human Relations Board.

Attachment: Members and vacancies, Applications on File.

Prepared By: Donald Harvey, Town Clerk

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

Human Relations Board

The Human Relations Board consists of six (6) Members. At the present time there are three (3) vacancies.

There are three (3) appointments that need to be made to the Winterville Human Relations Board. Please see the attached document which will denote which positions need to be filled and by whom.

Also, attached are all applications on file that indicated the Human Relations Board as a choice.

Budgetary Impact: NA.

Recommendation: Appointment members as noted to the Human Relations Board.

Winterville Human Relations Board

The Winterville Human Relations Board (WHRB) shall consist of six (6) members appointed by the Town Council.

The term of office for each WHRB member shall be as follows:

- All members will serve a two-year staggered term;
- No member shall serve more than three (3) consecutive terms;
- Each member shall hold office until the qualification and appointment of his/her successor or until one (1) year has lapsed since the expiration of the term for which the member was appointed, which first occurs; and
- In order to establish staggered terms, the original voting members of the WHRB shall be appointed as follows:
 - Two members for a one-year term.
 - Two members for a two-year term.
 - Two members for a three-year term.
- Thereafter, each newly appointed voting member shall serve for a two-year term.

Town Council shall appoint one (1) member of Town Council to act as the liaison to the WHRB. The appointed liaison shall attend the WHRB meetings and keep Town Council informed as to the activities of the WHRB. The Town Clerk shall serve as the Staff liaison to the WHRB.

1. Alton Wadford (Chair) **[Moore]**
227 Blount Street
Winterville, NC 28590
Phone: (252) 378-5344
altonwadford@gmail.com
Term Expires: 06/30/2025

2. Dr. Brandy Harrell **Resigned [Roberson]**
PO Box 173
Winterville, NC 28590
Phone: (252) 371-1600
brandyh@journeystosuccess.org
Term Expires: 06/30/2025

3. Shantel Hawkins (Vice Chair) **[Hines]**
2456 Mill Street
Winterville, NC 28590
Phone: (252) 327-0399
hawkshantel@gmail.com
Term Expires: 06/30/2024

4. Paul Rice **[Rice]**
161 Vernon White Road
Winterville, NC 28590
Phone: (252) 514-5917
paul.rice@wintervillenc.com
Term Expires: 06/30/2024

5. Tyanna Hagans **Resigned [Moye]**
302 Alyssum Place
Winterville, NC 28590
Phone:
tyannahagans53@gmail.com
Term Expires: 06/30/2023

6. Ryan Willhite **[Smith/Harrell]**
PO Box 1459
2593 Railroad Street
Winterville, NC 28590
Phone: (252) 756-2221 ext. 2395
ryan.willhite@wintervillenc.com
Term Expires: 06/30/2023

- Veronica Roberson
Council Liaison
226 Gardner Street
Winterville, NC 28590
Phone: (252) 355-5053
veronica.roberson@wintervillenc.com

- Donald Harvey
Town Clerk
PO Box 1459
2571 Railroad Street
Winterville, NC 28590
Phone: (252)-756-2221 ext. 2344
don.harvey@wintervillenc.com

humanrelationsboard@wintervillenc.com

Updated: 05/26/2023

TOWN OF WINTERVILLE

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

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

- Board of Adjustment
- Recreation and Parks Advisory Board
- Human Relations Board
- Planning and Zoning Board
- Stormwater Advisory Committee

❖ Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Dedra A. Gregory
Address: 310 Quinn Court, Winterville, NC 28590

Home Phone #: _____ Business Phone #: 252-312-7144

Email Address: dedra.gregory85@gmail.com

Employed By: State of NC Occupation: Rehabilitation Counselor

Name of High School Attended: Pasquotank County High School

College or University Attended: East Carolina University

How long have you been a resident of Winterville? 14 years

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

If yes, please indicate which one(s): _____

Current membership in organization and offices held: N/A

Past membership in organizations and offices held: N/A

State why you feel you would be an asset to this board/commission. I am patient, unbiased and I understand the importance of transparency and open-communication when strengthening relationships between citizens and community leaders.

Signature: Dedra Gregory Date: 12-6-21

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Ethnic Group:	Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male
<input checked="" type="checkbox"/> African American	US Citizenship: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> American Indian	Birth Date: <u>2-18-85</u>
<input type="checkbox"/> Asian or Pacific Islander	
<input type="checkbox"/> Caucasian	
<input type="checkbox"/> Hispanic	

TOWN OF WINTERVILLE

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

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

- Board of Adjustment, Planning and Zoning Board, Recreation and Parks Advisory Board, Stormwater Advisory Committee, Human Relations Board

Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Melanie Grotjan Miller

Address: 413 Glacier Pl, Winterville, NC 28590

Home Phone #: 252-412-7275 Business Phone #: 252-379-4303

Email Address: melgrot@gmail.com

Employed By: SDS Restaurant Group Occupation: Director of Human Resources

Name of High School Attended: DH Conley

College or University Attended: East Carolina University

How long have you been a resident of Winterville? 9 years most recently, 28 years total

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

Current membership in organization and offices held: Member of Crosspointe Church and NCCSHRM (NC Coastal Society for Human Resources Management)

Past membership in organizations and offices held:

State why you feel you would be an asset to this board/commission. Parks & Rec - I have 3 children who have played and are still playing rec sports in Winterville, Pitt Community Schools & Rec, Ayden, and Greenville. My daughter also plays on a travel soccer team for PGSA. With Winterville's growth, I would love to see the town increase and improve parks and rec program offerings so local families have affordable recreation opportunities close to home.

Human Relations Board - I have spent the past 20 years working in Human Resources in both the retail and restaurant industries. In these positions, I've had the opportunity to work with a very diverse population of varying ages, ethnicities, and backgrounds. In these roles, I've had the opportunity to see people from a variety of background develop from teenagers in their first job to professional leaders, which is very rewarding. I feel that communities are strongest when they come together for the good of all citizens. Winterville has done an amazing job of keeping the hometown community spirit I knew growing up here and it's important to ensure that continues as we grow.

Signature: Melanie Grotjan Miller Date: 1-27-22

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

2022-01-29
RECEIVED
DAH

TOWN OF WINTERVILLE

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

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

3 Board of Adjustment 2 Planning and Zoning Board
_____ Recreation and Parks Advisory Board _____ Stormwater Advisory Committee
1 Human Relations Board

❖ Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Dennis E. Bottoms

Address: 421 Angier Court
Winterville, NC 28590

Home Phone #: 252-364-8184 Business Phone #: _____

Email Address: bottoms-dennis@hotmail.com

Employed By: _____ Occupation: Retired

Name of High School Attended: Tarboro HS

College or University Attended: NC Wesleyan College

How long have you been a resident of Winterville? 15 years

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

If yes, please indicate which one(s): Recreation and Park Advisory Board

Current membership in organization and offices held: American Legion

Past membership in organizations and offices held: _____

State why you feel you would be an asset to this board/commission. I'm eager to be a part of the local community and to make an impact while learning.

Signature: [Signature] Date: 1-29-22

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Ethnic Group:	Sex: _____ Female <input checked="" type="checkbox"/> Male
<input checked="" type="checkbox"/> African American	US Citizenship: <input checked="" type="checkbox"/> Yes _____ No
_____ American Indian	Birth Date: _____
_____ Asian or Pacific Islander	
_____ Caucasian	
_____ Hispanic	

TOWN OF WINTERVILLE

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

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

- Board of Adjustment
- Planning and Zoning Board
- 1st Recreation and Parks Advisory Board
- Stormwater Advisory Committee
- 2nd Human Relations Board

❖ Require in-town residency or in the Town's ETJ to be appointed to any volunteer board

Name: Stephanie Ham

Address: 323 Windmill Drive
Winterville

Home Phone #: 252 814 8870 Business Phone #: N/A

Email Address: stephanie.ham08@gmail.com

Employed By: Jarvis Preschool Occupation: Teacher

Name of High School Attended: Bethel Christian Academy

College or University Attended: University of Mount Olive

How long have you been a resident of Winterville? 18 years

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

If yes, please indicate which one(s): _____

Current membership in organization and offices held: Treasurer - W.H. Robinson PTA
Treasurer - Winterville Watermelon Festival

Past membership in organizations and offices held: President +
Fundraising Chair - W.H. Robinson PTA

State why you feel you would be an asset to this board/commission: I live across

the street from the Winterville Park, my children participate
in P&E sports, we spend a lot of time at Hillcrest Park...

Signature: Stephanie Ham Date: 2/8/22

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590
or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Ethnic Group:	Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male
<input type="checkbox"/> African American	US Citizenship: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> American Indian	Birth Date: <u>3/30/1976</u>
<input type="checkbox"/> Asian or Pacific Islander	
<input checked="" type="checkbox"/> Caucasian	
<input type="checkbox"/> Hispanic	

I would like to be involved with budget and policies / procedures by
out park & rec. ←

TOWN OF WINTERVILLE

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

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

- Board of Adjustment
- Recreation and Parks Advisory Board
- Human Relations Board
- Planning and Zoning Board
- Stormwater Advisory Committee

❖ Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Dennis Bottoms

Address: 421 Angier Court
Winterville, NC 28590

Home Phone #: 252-364-8184 Business Phone #: _____

Email Address: bottoms-dennis@hotmail.com

Employed By: Retired Occupation: _____

Name of High School Attended: Tarboro HS

College or University Attended: NC Wesleyan

How long have you been a resident of Winterville? 13 years

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

If yes, please indicate which one(s): Recreation and Park

Current membership in organization and offices held: American Legion

Past membership in organizations and offices held: _____

State why you feel you would be an asset to this board/commission. I want to more involve in the community.

Signature: [Signature] Date: 8-26-22

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Ethnic Group:	Sex: _____ Female <input checked="" type="checkbox"/> Male
<input checked="" type="checkbox"/> African American	US Citizenship: <input checked="" type="checkbox"/> Yes _____ No
<input type="checkbox"/> American Indian	Birth Date: <u>7-15-61</u>
<input type="checkbox"/> Asian or Pacific Islander	
<input type="checkbox"/> Caucasian	
<input type="checkbox"/> Hispanic	

TOWN OF WINTERVILLE

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

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

- Board of Adjustment, Planning and Zoning Board, Recreation and Parks Advisory Board, Stormwater Advisory Committee, Human Relations Board

Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Kathryn Hill, Address: 3007-A Kinsey Loop

Home Phone #: (252)227-5754, Business Phone #:

Email Address: katmohill@gmail.com

Employed By: Aldridge & Southerland, Occupation: Administrative assistant

Name of High School Attended: DH Conley

College or University Attended:

How long have you been a resident of Winterville? 22 years

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

If yes, please indicate which one(s):

Current membership in organization and offices held: Involved with the Winterville Chamber of Commerce,

Past membership in organizations and offices held:

State why you feel you would be an asset to this board/commission. In speaking with Councilwoman Roberson recently, she opened my eyes to a lot of services Winterville provides that a lot of people don't know about. I'd like to help with spreading that knowledge

Signature: Kathryn Hill, Date: 11-29-22

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

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

TOWN OF WINTERVILLE



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

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

- Board of Adjustment
Recreation and Parks Advisory Board
Human Relations Board
Planning and Zoning Board
Stormwater Advisory Committee

Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Azzari Jones
Address: 619 Grasmere St.
Winterville NC 28590

Home Phone #: 832-684-6594 Business Phone #:

Email Address: a3c8820@yahoo.com

Employed By: Self Occupation: Sr. Sales Director

Name of High School Attended: Acadiana High School in Louisiana

College or University Attended: UNL in Louisiana + McNeese State University

How long have you been a resident of Winterville? 1 1/2 yrs.

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

If yes, please indicate which one(s):

Current membership in organization and offices held: Winterville Chamber of Commerce, Berkle Business Network

Past membership in organizations and offices held: Tampa Chamber No offices held

State why you feel you would be an asset to this board/commission. I have a heart for people and I love inspiring, encouraging + educating. I would love to partner up with the board to see how we can best impact the community.

Signature: Azzari Jones Date: 7-6-23

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Form with fields for Ethnic Group (African American checked), Sex (Female checked), US Citizenship (Yes checked), and Birth Date (2-3-79).



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: August 7, 2023

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Award of Contract to Rivers and Associates for the development of a Sewer Master Plan.

Action Requested: Approve award of contract with Rivers and Associates.

Attachment: Bid Tabulation, Contract.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 7/31/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

Staff formally advertised and Solicited Request for Qualification (RFQ) for engineering services.

The RFQ was advertised in The Daily Reflector on Saturday July 1st, 2023 and it was also posted on the Town's web site.

We received two bids from qualified engineering firms.

They were scored on the following criteria. Qualifications and Experience (50 Points), Project Approach (30 points), Completed Projects (20 Points).

Rivers and Associates scored the highest among the submittals. The Rivers and Associates have considerable knowledge of the Town's sewer infrastructure and have completed several studies for the town already.

Based on the analysis, staff is recommending Rivers and Associates be awarded the contract.

This project is funded with a grant from NDDEQ.

Budgetary Impact: Ceiling cost of \$150,000.

Recommendation: Staff recommends award of Contract to Rivers and Associates.

Town of Winterville

Bid Tabulation

Sewer Master Plan

RFQ for Engineering Services

Company Provided Notice	Requested Package	Submitted Qualification Package	Score
Rivers and Associates	x	x	100.00
The Wooten Company	x	x	80.00

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **the Town of Winterville** (Owner) and **Rivers & Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Sewer Master Plan** (Project). Engineer's services under this Agreement (Services) are generally identified as **compile sewer system data to create a sewer system model of the existing system, analyze future growth areas with Owner, identify future growth areas and potential pump stations and interceptor locations, model future growth areas, compile report identifying future growth areas and preliminary opinions of probable construction costs for improvements.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **13 months from the Effective Date of the Agreement.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are

delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.15**.
- E. Basis of Payment
 - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of **\$150,000**.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
 - 2. ~~Hourly Rates. Owner shall pay Engineer for Services as follows:~~
 - a. ~~An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.~~
 - b. ~~Engineer's Standard Hourly Rates are attached as Appendix 1.~~
 - c. ~~The total compensation for Services and reimbursement of expenses is estimated to be **\$N/A**.~~

3. ~~Direct Labor Costs Times a Factor. Owner shall pay Engineer for Services as follows:~~
 - a. ~~An amount equal to Engineer's Direct Labor Costs times a factor of [specify numeric factor] for Services provided by Engineer's employees, plus reimbursement of expenses incurred in connection with providing the Services.~~
 - b. ~~Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.~~
 - c. ~~The total compensation for Services and reimbursement of expenses is estimated to be \$[estimated amount].~~
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment,

Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. ~~Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.~~
- C. ~~Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.~~
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. ~~Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.~~
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. **Successors and Assigns**
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. **Beneficiaries:** Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any

Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1 – Standard Hourly Rates

Attachment 1 – Engineer’s Scope of Work

Attachment 2 – Services to Be Provided By Owner

This Agreement's Effective Date is **August 7, 2023**.

Owner:

Town of Winterville
(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

Richard E. Hines
(typed or printed)

Title:

Mayor
(typed or printed)

Address for giving notices:

2571 Railroad Street

P.O. Box 1459

Winterville, NC 28590

Designated Representative:

Name:

Terri L. Parker
(typed or printed)

Title:

Town Manager
(typed or printed)

Address:

2571 Railroad Street

P.O. Box 1459

Winterville, NC 28590

Phone: (252) 756-2221 x. 2342

Email: terri.parker@wintervillenc.com

Engineer:

Rivers & Associates, Inc.

(name of organization)

By:

(authorized individual's signature)

Date:

8-01-23
(date signed)

Name:

Gregory J. Churchill, P.E.
(typed or printed)

Title:

President
(typed or printed)

Address for giving notices:

107 East Second Street

P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Designated Representative:

Name:

Blaine Humphrey, P.E.
(typed or printed)

Title:

Sr. Project Manager
(typed or printed)

Address:

107 East Second Street

P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Phone: 252-752-4135

Email: bhumphrey@riversandassociates.com

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01, and are subject to annual review and adjustment **as of June 30th**.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$185.00
Project Manager	\$140.00 to \$180.00
Project Engineer	\$110.00 to \$165.00
Design Engineer	\$85.00 to \$105.00
Landscape Architect	\$95.00 to \$135.00
Planner	\$75.00 to \$95.00
Designer	\$80.00 to \$125.00
CAD Technician	\$65.00 to \$75.00
Project Surveyor	\$90.00 to \$135.00
Party Chief	\$55.00 to \$110.00
Surveyor Technician	\$45.00 to \$65.00
1-Man Robotic	\$100.00 to \$135.00
Resident Project Representative	\$60.00 to \$105.00
Administrative Assistant	\$60.00 to \$70.00
Intern Tech	\$35.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expense	Cost

**TOWN OF WINTERVILLE
ASSET INVENTORY ASSESSMENT
SEWER MASTER PLAN
ENGINEER'S SCOPE OF WORK
ATTACHMENT 1**

Summary

The Owner desires to have conducted a Sewer Master Plan of its wastewater system consisting of various components including construction of a computer generated hydraulic model of the wastewater collection system and subsequent analysis of the wastewater collection system for needed improvements for future growth in the Town of Winterville.

ENGINEER's Scope of Work shall include only the following basic services:

General

1. Attend kick-off meeting with Owner to compile and review existing record data.
2. Compile and analyze pump station flow data and additional system information furnished by Owner.

Sewer System Model & Analysis

1. Compile and review existing sewer system asset resource documents provided by Owner.
2. Upload shape files provided by Owner to existing shape files available to the Engineer.
3. Meet with Owner to verify sewer collection system updates. Update as required with information provided by Owner.
4. Receive and review water production and consumption records provided by Owner.
5. Receive and review pump station run times provided by the Owner for system operational information.
6. Define, record and locate large users designated by Owner.
7. Input pump station wet well information and control information provided by Owner into Bentley SewerCAD model.
8. Delineate and assign pump station capacity information from information provided by Owner and LiDAR information.
9. Run existing condition model scenario. With Owner's staff, conduct flow tests at various locations. Calibrate model based on field test results.
10. Implement current scenario model runs (average and peak flow). Create map illustrating pump station deficient areas. Implement trial runs for potential improvements to resolve pump station/ force main deficiencies.
11. Review current scenario with Owner's staff.
12. Implement "future" scenario runs (average and peak flow) based upon current scenario with Owner designated anticipated potential future growth areas. Create map illustrating potential deficient areas. Implement trial runs for potential improvements to deficient(s) areas.
13. Review future growth scenarios with Owner's staff.
14. Prepare order of magnitude preliminary opinions of probable costs for identified improvements.
15. Prepare draft Sewer Master Plan report and review with Owner.
16. Finalize Sewer Master Plan report from Owner review comments and furnish deliverables.
17. Final deliverables:
 - a. Two (2) bound copy of the Sewer Master Plan report.
 - b. One (1) set of digital files as ArcGIS database. Report document files shall be provided as Microsoft Word, Excel and/or Publisher digital files.

Tasks/services that are not included in ENGINEER's services include, but are not limited to:

1. Any type of field surveying/mapping.
2. Subsurface Utility Exploration (SUE) surveys/mapping.
3. Drawings more detailed than a schematic level for existing collection system, pump stations, etc..
4. Geotechnical or materials testing.
5. Water quality sampling/testing.
6. Attendance at meetings other than described for basic services.
7. Any other service not specifically identified as basic services.

**TOWN OF WINTERVILLE
ASSET INVENTORY ASSESSMENT
SEWER MASTER PLAN
SERVICES TO BE PROVIDED BY THE OWNER
ATTACHMENT 2**

OWNER shall provide the following services:

General

1. Make available for the Engineer's use and reliance any and all information at the Owner's disposal concerning the Winterville sewer collection and pumping systems pertinent to the Engineer's performance for the Project work, or otherwise assist in obtaining such information as may be required for performance of the Project work.
 - a. System maps and drawings, including shape files for sewer system attributes.
 - b. Equipment manuals.
 - c. Operational data.
 - d. Managerial data.
 - e. Maintenance records and contracts, as amended.
 - f. Water quality reports for previous 24 month period.
 - g. Prior studies, evaluation and inspection reports pertaining to the wastewater system assets.
 - h. Digital files of prior hydraulic models.
 - i. Information on pump and wet well controls.
 - j. Projected growth demands.
 - k. Define large users and their locations.
 - l. Water production and purchase records for calendar year 2023.
 - m. Water/Sewer billing records for calendar year 2023.
 - n. Water/ Sewer departmental budgets and financial records for fiscal year 2022/2023.
 - o. Water purchase/sell contracts/ Sewer treatment information.
2. Make available the most recent approved Town audit for the Engineer's use and reliance.
3. Make available in Microsoft Word format the most recent edition of the Owner's Capital Improvement Plan (CIP) for the Engineer's use and reliance.
4. Make available for general consultation with the Engineer members of the Owner's staff knowledgeable of the water system.
5. Make available Owner's staff knowledgeable of the sewer system to accompany the Engineer during field inspection of sewer system assets.
6. Provide for public awareness and public relations both prior to and during the Project.
7. Provide timely review and feedback of reports and documents provided by the Engineer.
8. Any services desired/required not specifically provided by the Engineer's scope of work for basic services.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: August 7, 2023

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Award of Contract to Rivers and Associates for the development of Stormwater Asset Inventory Assessment.

Action Requested: Approve award of contract with Rivers and Associates for storm water asset, inventory, assessment AIA grant.

Attachment: Bid Tabulation, Contract.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 8/1/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

Staff formally advertised and Solicited Request for Qualification (RFQ) for engineering services.

The RFQ was advertised in The Daily Reflector on Saturday July 1st, 2023 and it was also posted on the Town's web site.

We received five bids from qualified engineering firms.

They were scored on the following criteria. Qualifications and Experience (50 Points), Project Approach (30 points), Completed Projects (20 Points).

Rivers and Associates scored the highest among the submittals. The Rivers and Associates have considerable knowledge of the Town's stormwater infrastructure and have completed several studies for the town already.

Based on the analysis, staff is recommending Rivers and Associates be awarded the contract.

This project is funded with a grant from NCDEQ

Budgetary Impact: Ceiling cost of \$400,000.

Recommendation: Staff recommends award of Contract to Rivers and Associates..

Town of Winterville

Bid Tabulation

Stormwater Asset Inventory Assessment

RFQ for Engineering Services

Company Provided Notice	Requested Package	Submitted Qualification Package	Score
Rivers and Associates	x	x	90
The Wooten Company	x	x	80
GEI Consultants	x	x	80
Surveying and Mapping LLC	x	x	80
Tetra Tech	x	x	85

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **the Town of Winterville** (Owner) and **Rivers & Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Stormwater Asset Inventory and Assessment** (Project). Engineer's services under this Agreement (Services) are generally identified as **GPS Survey/ GIS mapping of existing stormwater infrastructure, stormwater infrastructure asset inspection and assessment, 10-Year Capital Improvement Plan and Asset Management Plan for the stormwater system.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **18 months from the Effective Date of the Agreement.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.15**.
- E. Basis of Payment
 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of **\$400,000**.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
 2. ~~Hourly Rates. Owner shall pay Engineer for Services as follows:~~
 - a. ~~An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.~~
 - b. ~~Engineer's Standard Hourly Rates are attached as Appendix 1.~~
 - c. ~~The total compensation for Services and reimbursement of expenses is estimated to be \$N/A.~~
 3. ~~Direct Labor Costs Times a Factor. Owner shall pay Engineer for Services as follows:~~

- a. ~~An amount equal to Engineer's Direct Labor Costs times a factor of [specify numeric factor] for Services provided by Engineer's employees, plus reimbursement of expenses incurred in connection with providing the Services.~~
 - b. ~~Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.~~
 - c. ~~The total compensation for Services and reimbursement of expenses is estimated to be \$[estimated amount].~~
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment,

Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. ~~Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.~~
- C. ~~Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.~~
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. ~~Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.~~
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any

Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1 – Standard Hourly Rates

Attachment 1 – Engineer’s Scope of Work

Attachment 2 – Services to Be Provided By Owner

This Agreement's Effective Date is **August 7, 2023**.

Owner:

Town of Winterville

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

Richard E. Hines

(typed or printed)

Title:

Mayor

(typed or printed)

Address for giving notices:

2571 Railroad Street

P.O. Box 1459

Winterville, NC 28590

Designated Representative:

Name:

Terri L. Parker

(typed or printed)

Title:

Town Manager

(typed or printed)

Address:

2571 Railroad Street

P.O. Box 1459

Winterville, NC 28590

Phone: (252) 756-2221 x. 2342

Email: terri.parker@wintervillenc.com

Engineer:

Rivers & Associates, Inc.

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

Gregory J. Churchill, P.E.

(typed or printed)

Title:

President

(typed or printed)

Address for giving notices:

107 East Second Street

P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Designated Representative:

Name:

Blaine Humphrey, P.E.

(typed or printed)

Title:

Sr. Project Manager

(typed or printed)

Address:

107 East Second Street

P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Phone: 252-752-4135

Email: bhumphrey@riversandassociates.com

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01, and are subject to annual review and adjustment **as of June 30th**.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$185.00
Project Manager	\$140.00 to \$180.00
Project Engineer	\$110.00 to \$165.00
Design Engineer	\$85.00 to \$105.00
Landscape Architect	\$95.00 to \$135.00
Planner	\$75.00 to \$95.00
Designer	\$80.00 to \$125.00
CAD Technician	\$65.00 to \$75.00
Project Surveyor	\$90.00 to \$135.00
Party Chief	\$55.00 to \$110.00
Surveyor Technician	\$45.00 to \$65.00
1-Man Robotic	\$100.00 to \$135.00
Resident Project Representative	\$60.00 to \$105.00
Administrative Assistant	\$60.00 to \$70.00
Intern Tech	\$35.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expense	Cost

**TOWN OF WINTERVILLE
ASSET INVENTORY ASSESSMENT
STORMWATER SYSTEM
ENGINEER'S SCOPE OF WORK
ATTACHMENT 1**

Summary

The Town of Winterville desires to have conducted an Asset Inventory Assessment (AIA) of its stormwater system consisting of various components including GPS survey and GIS mapping of the system for horizontal and vertical (if possible) location of existing infrastructure. Based upon information acquired via prior inspection reports for stormwater infrastructure in the possession of the Owner; prior stormwater studies, visual observation of stormwater assets; and interviews with Owner's staff, an assessment of the condition of stormwater system assets will be conducted. Results of the asset assessment will be prioritized with the Owner and a Capital Improvement Plan (CIP) for the stormwater system will be prepared. A Stormwater Asset Management Plan (SWAMP) will be prepared for the stormwater system incorporating information derived from the Asset Inventory Assessment (AIA) project process and other Owner furnished information as required.

ENGINEER's Scope of Work shall include only the following basic services:

General

1. Attend kick-off meeting with Owner to compile and review existing record data.

GPS Survey / GIS Mapping

2. To the extent that cellular service is available in the various areas served by the stormwater system, conduct a GPS survey of existing stormwater system structures using North Carolina Geodetic Survey Real Time Network (RTN) technology. Horizontal accuracy to be within +/- one foot. Vertical tolerance to be within +/- 0.2 feet, but can vary based upon ambient conditions. Vertical data is not intended to be used for design purposes.
3. Identify "difficult access" structure locations to the Owner for the Town's discovery for the Engineer.
4. A maximum of three return trips to survey "difficult access" structures located by the Owner.
5. Utilizing GPS survey points, develop an ArcGIS digital mapping file (ARCMAP Version 10.4) of the stormwater system illustrating the elements of pipelines, catch basins, drop inlets, etc. locations. Attribute fields for all elements will be provided. Only the attributes for pipeline diameters and structure dimensions will be populated at this time based upon field observations, prior record maps or other Owner provided information.
6. Resource document for the pipeline layout shall be the AutoCAD and GIS digital map files in possession of the Engineer. Additional information provided by the Owner and/or in the possession of the Engineer shall be utilized to update the ArcGIS stormwater pipeline layout as required.
7. Review digital map file with Owner's staff.
8. Final deliverables:
 - a. ArcGIS map file to Owner for the Town's use and maintenance.

Asset Inventory Assessment, Capital Improvement Plan & Stormwater Asset Management Plan (AIA, CIP, SWAMP)

1. Compile and review existing stormwater asset resource documents with Owner.
2. Conduct field inspection with Owner's staff of existing structures. Inspection of stormwater piping limited to ground level exterior inspections (CCTV inspection of pipelines are not included in this scope). Stormwater structures will be assessed as observed during GPS survey.

3. Conduct review of pipeline assets with Owner's staff in attempt to identify pipeline materials and approximate age.
4. Review prior hydrologic and hydraulic evaluations provided by the Owner.
5. Facilitate asset criticality assessment with Owner's staff.
6. Conduct critical asset condition assessment and risk analysis with Owner's staff.
7. Document criticality, condition assessment and risk analysis.
8. In conjunction with Owner's staff, determine proposed new assets needed for system functionality and mission accomplishment.
9. Prepare preliminary opinions of probable costs for critical assets in need of repair/replacement.
10. Prepare preliminary opinion of probable costs for any designated proposed new assets.
11. Prepare graphic schematic illustrations of needed improvements.
12. Review operation and maintenance (O&M) programs and assess need for O&M improvements with Owner's staff.
13. Prioritize designated capital improvements and O&M improvements with Owner's staff, and establish plan for implementation of needed improvements over a 10-year window.
14. Provide Microsoft Word text file updating/amending the stormwater component of the "Detailed CIP Project Information" section of the Owner's Public Works (Enterprise Fund) Capital Improvement Plan (CIP).
15. Prepare draft SWAMP document consisting generally of:
 - a. Stormwater Utility Overview
 - b. Asset Management and Project Approach
 - c. Inventory of Stormwater Utility Assets
 - d. Assessment of Stormwater utility Assets
 - e. Estimated Cost Opinions
 - f. Capital Improvement Plan
 - g. Financial Planning, Revenues and User Rates
 - h. Stormwater Utility Operations & Maintenance
 - i. Recommendations
16. Review draft CIP amendment and SWAMP with Owner's staff.
17. Presentation of draft SWAMP to Town Council.
18. Finalize CIP and SWAMP based upon Owner's staff and Town Council input, if any.
19. Final deliverables:
 - a. Two (2) bound, color illustrative copies of the SWAMP report, including 10-year Capital Improvements Plan matrix as appendix.
 - b. Digital copies of the SWAMP report and 10-year CIP matrix as Microsoft Word, Excel or Publisher digital files.

Tasks/services that are not included in ENGINEER's services include, but are not limited to:

1. Any type of field surveying/mapping.
2. Subsurface Utility Exploration (SUE) surveys/mapping.
3. Drawings more detailed than a schematic level for existing stormwater system, pipelines, structures, etc.
4. Interior inspection of stormwater pipelines of any sort.
5. Geotechnical or materials testing evaluations.
6. Detailed hydrologic and hydraulic evaluations of stormwater system.

7. Water quality sampling/testing.
8. Assessment of assets belonging to other entities, even if operated by the Owner.
9. Attendance at meetings other than described for basic services.
10. Any other service not specifically identified as basic services.

**TOWN OF WINTERVILLE
ASSET INVENTORY ASSESSMENT
STORMWATER SYSTEM
SERVICES TO BE PROVIDED BY THE OWNER
ATTACHMENT 2**

OWNER shall provide the following services:

General

1. Make available for the Engineer's use and reliance any and all information at the Owner's disposal concerning the Winterville stormwater system pertinent to the Engineer's performance for the Project work, or otherwise assist in obtaining such information as may be required for performance of the Project work.
 - a. System maps and drawings, including shape files for stormwater system attributes.
 - b. Operational data.
 - c. Managerial data.
 - d. Maintenance records and contracts, as amended.
 - e. Prior studies, evaluation and inspection reports pertaining to the stormwater system assets.
 - f. Digital files of prior hydrologic and hydraulic models.
 - g. Projected growth demands.
2. Make available the most recent approved Town audit for the Engineer's use and reliance.
3. Make available in Microsoft Word format the most recent edition of the Owner's Capital Improvement Plan (CIP) for the Engineer's use and reliance.
4. Make available for general consultation with the Engineer members of the Owner's staff knowledgeable of the stormwater system.
5. Make available Owner's staff knowledgeable of the stormwater system to accompany the Engineer during field inspection of water system assets.
6. Provide for public awareness and public relations both prior to and during the Project.
7. Provide timely review and feedback of reports and documents provided by the Engineer.
8. Consider adoption of the completed Stormwater Asset Management Plan, including new components of a new 10-year sewer Capital Improvement Plan matrix.
9. Any services desired/required not specifically provided by the Engineer's scope of work for basic services.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: August 7, 2023

Presenter: Cliff McGuffin, Public Works Director

Item to be Considered

Subject: Winterville Ordinance 51.07 Revision.

Action Requested: Approve Modification of Ordinance to Night Before the day scheduled pick-up.

Attachment: Copy of Current Ordinance 51.07.

Prepared By: Cliff McGuffin, Public Works Director

Date: 7/26/2023

ABSTRACT ROUTING:

TC: 8/1/2023

TM: 8/1/2023

Final: tlp - 8/1/2023

Supporting Documentation

Town Ordinance 51.07 states containers should be placed by the curb at or before 7:00 am on the day scheduled for removal. The Town website states containers should be put out the night before scheduled pick up which most residents do but not all. It has been noted that GFL starts running routes as early as 5:00 am in town so some residents' cans are being missed because they are placed out by 7:00 am. Staff recommends Ordinance 51.07 be modified to say the night before scheduled pick-up as the website does.

Budgetary Impact: NA.

Recommendation: Staff recommends approval of the Ordinance Modification as presented.

shall be provided with handles or bails and with a tight-fitting cover made of the same material as the container. All containers shall be watertight and they shall be of a size that can be conveniently handled by the collectors, and no container shall be more than 22 inches in diameter, nor 30 inches in height. All containers shall be kept in a reasonably clean manner by the use of lye or other effective cleaner. Barrels shall not be used as garbage cans. Containers not meeting these standards shall be condemned and a sticker stating the condemnation placed on the container. If the containers are not removed by the owner within one week, they shall be removed by the garbage collector.

(1992 Code, § 51.05) Penalty, see § 51.99

§ 51.06 PRE-COLLECTION PRACTICES.

All garbage and refuse shall have the liquid drained therefrom and shall be wrapped in paper or other like material before it is placed in the container provided for that purpose, and no ashes shall be deposited in any container until they are cold. Containers which fail to have a cover as required in § 51.05, or which become rusted or broken and therefore are unable to contain garbage and refuse in a satisfactory manner shall not be used.

(1992 Code, § 51.06) Penalty, see § 51.99

§ 51.07 HOUR FOR PLACING CANS.

Garbage cans or similar containers containing garbage and trash for removal shall be placed on the premises from which the same are to be removed at or before 7:00 a.m. on the day scheduled for removal.

(1992 Code, § 51.07)

§ 51.08 UNLAWFUL TO DISPLACE CONTAINERS.

It shall be unlawful for any person to damage, displace or otherwise interfere with garbage containers or their contents, except the owner or upon permission or at the request of the owner.

(1992 Code, § 51.08) Penalty, see § 51.99

§ 51.09 REMOVAL OF DEAD ANIMALS.

Dead animals will be removed from any premises by the town upon notice to the Town Manager of the existence of the dead animal.

(1992 Code, § 51.09)

§ 51.10 TRANSPORTATION OF GARBAGE AND REFUSE BY PRIVATE CITIZENS.

No person or persons shall collect, handle, or transport over or along any of the streets, alleys or other public ways in the town any garbage or refuse without first having obtained a permit therefore from the Council, except en route to the garbage and trash dump of the town.

(1992 Code, § 51.10) Penalty, see § 51.99

§ 51.11 CONTRACTOR RESPONSIBILITY.

Any person or company who is compensated for activities which generate building material scraps, garbage, solid waste, or tree trimmings shall be responsible for the removal and disposal of such items.

(Ord. 09-O-195, passed 10-12-2009) Penalty, see § 51.99