



TOWN COUNCIL AGENDA

February 13, 2017 - 7:00 P.M.

WINTERVILLE TOWN HALL ASSEMBLY ROOM

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **APPROVAL OF AGENDA.**
- VI. **PROCLAMATIONS:**
 1. Proclamation Recognizing the Month of February as Black History Month.
- VII. **PRESENTATIONS:**
 1. Fire Department Plan of Action to Recruit Volunteers – David Moore, Fire Chief.
- VIII. **PUBLIC HEARINGS:**
 1. Public Hearing on the Annexation petition for Old Tar Village Lot 7.
- IX. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
 1. Ted Cox – Winterville Machine Works – No Parking Space – South Side of Cooper and Mill Streets.
 2. Seth Cayton – Winterville Citizen – Fire Department
- 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. November 14, 2016 Regular Meeting Minutes.
 2. Budget Amendment.
 3. Amendment to Audit Contract with Carr, Riggs & Ingram, LLC.
 4. Amendment to the Annexation Ordinance for the Church of the Open Door.

XI. **OLD BUSINESS:**

1. Off Premise Advertising Signage – Tabled item from Previous Board Meeting.

XII. **NEW BUSINESS:**

1. Approval of Engineering Contract for 2017 Streets Improvement Project.
2. Appointments to the Winterville Planning and Zoning Board.

XIII. **OTHER AGENDA ITEMS.**

XIV. **ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:**

1. Set a date to meet with the Planning Board for a joint discussion on the uses allowed in the Agricultural/Residential Zoning District.

XV. **REPORTS FROM DEPARTMENT HEADS:**

Update on Projects Currently Underway:

- Regional Sewer Pump Station Project
- Nobel Canal Drainage Basin Study
- Water Tank Rehabilitation Project
- NTE Plant Construction Project
- Minimum Housing/Code Enforcement
- Junk Car Removal Project
- Downtown Parking Project
- Urgent Repair Program

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

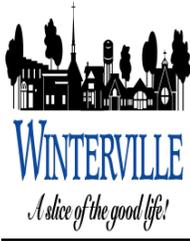
XVII. **ANNOUNCEMENTS:**

1. Planning and Zoning Meeting – 7:00 pm - Tuesday, February 21, 2017, Town Hall Assembly Room.

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

XIX. **ADJOURN.**

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



**Town of Winterville
Town Council
Agenda**

Item Section: Proclamations

Meeting Date: February 13, 2017

Presenter: Amy P. Barrow, Acting Town Clerk

Item to be Considered

Subject: Adoption of Proclamation in Honor of Black History Month.

Action Requested: Adoption of Proclamation.

Attachments: Copy of Proclamation.

Prepared By: Amy P. Barrow, Acting Town Clerk

Date: 2/9/2017

ABSTRACT ROUTING:

ATC APB-2/9/2017

FD

TM tlp – 2/9/2017

Final tlp – 2/9/2017

Supporting Documentation

In 1915, Dr. Carter G. Woodson and Rev. Jesse E. Moorland co-founded the Association for the Study of Negro Life and History. Their goal was to research and bring awareness to the largely ignored, yet crucial role black people played in American and world history. Dr. Woodson, the second black person to receive a degree from Harvard University and the son of former slaves, understood the value of education. In 1920, Dr. Woodson and the fraternity of Omega Psi Phi created Negro History and Literature Week. In 1926, Dr. Woodson changed the name to Negro History Week. The month of February was selected to celebrate and honor the birth of President Abraham Lincoln and Frederick Douglas.

In the 1970's, it was changed to Black History Week. In 1976, it was extended to a month long observation. Black History Month is observed by cities and organizations throughout the country.

Budgetary Impact: N/A.

Recommendation: Town Staff recommends Adoption of the Proclamation.

**PROCLAMATION OF THE TOWN OF WINTERVILLE
IN HONOR OF BLACK HISTORY MONTH**

WHEREAS, February has been designated as Black History Month and will be observed in our community; and

WHEREAS, this observance affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty;

NOW, THEREFORE, BE IT RESOLVED, that I, Douglas A. Jackson, Mayor of the Town of Winterville, do hereby proclaim the month of February, 2017 as

BLACK HISTORY MONTH

in the Town of Winterville and express special commendation to the dedicated volunteers who have labored so diligently to make this observance a reality in our area; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that I urge all residents to make special note of the various exhibits displayed in public buildings, attend scheduled activities, and join together in making this a period of rededication to the principles of justice and equality for all people.

This 13th day of February 2017.

Douglas A. Jackson, Mayor

Attest:

Amy P. Barrow, Acting Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: February 13, 2017

Presenter: David Moore , Fire Chief

Item to be Considered

Subject: Fire-Rescue-EMS Department Recruitment Program.

Action Requested: Accept and approve.

Attachments: DRAFT Recruitment Program.

Prepared By: David Moore, Fire Chief

Date: 2/8/2017

ABSTRACT ROUTING:

TC

FD

TM 2/10/2017

Final 2/10/2017

Supporting Documentation

Town Council directed the Fire Chief to develop a recruitment plan for the Fire-Rescue-EMS Department. The DRAFT plan is attached and outlines the program including marketing, training, and incentives that are accepted as best practices in the fire service. Also included in the report is the initial training requirements that are required to get a recruit to several benchmarks: NFPA 1403 Recruit training, Firefighter Certification, and Driver Operator Certification. These training classes are required in conjunction with check-off programs for each position. .

Budgetary Impact: TBD.

Recommendation: Town Staff recommends that Council accept and approve this plan for information.

**Town of Winterville
Fire-Rescue-EMS
Recruitment Program**

February 8, 2017

Recruitment Process

A. Needs assessment- the first step in developing any new program is to conduct a needs assessment to determine what types of volunteers are needed; The levels and types of services offered by the department (current and future); How the community is developing and where it is headed; The financial support available; and How many new members are needed, what types of members are needed; Select criteria for whom to recruit and examine qualities and skills to look for in recruits.

B. Marketing Methods

- Television, radio, print media
- Brochures
- Direct mail
- Posters
- Signs at station
- Advertisement on apparatus
- Internet, social media
- Utility billings
- Word of Mouth
- New houses/development

C. Application process

1. Marketing
2. Application
3. Background check
4. Interview with membership committee and Chief
5. Prioritization depending upon previous experience, training, etc.
6. Commitment agreement
7. Physical examination
8. Probationary status-assign mentor, begin recruit training and check-off process

D. Where to recruit?

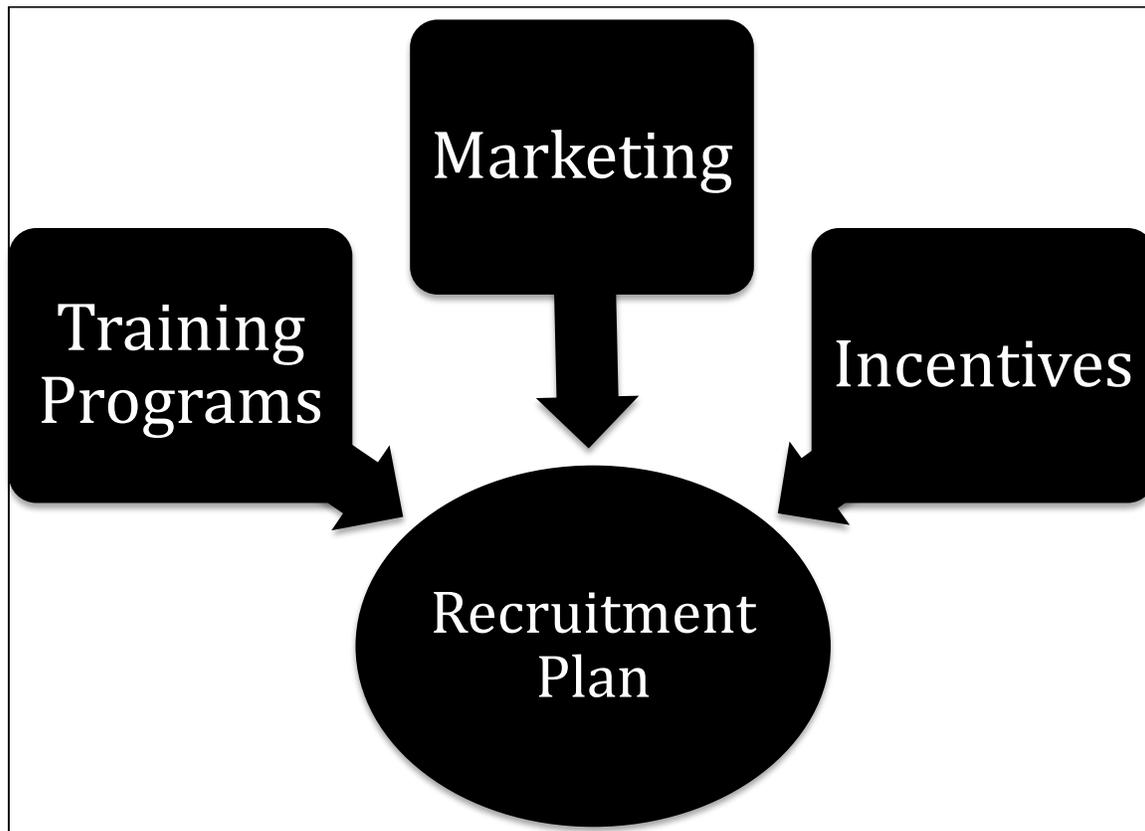
1. Personal acquaintances
2. Dedicated recruitment
line/email
3. Newcomers to town
4. Schools
5. Churches
6. Local businesses
7. Town employees

E. Recruit qualities

1. **Experience in leadership decision-making-** this is highly desirable and often indicates whether the individual has officer potential.
2. **Maturity-** Can this person take constructive criticism? Will he or she be able to accept discipline and commands?
3. **Commitment-** a recruiter should inquire about other organizations the person has belonged to, and how long he or she stayed with them. This gives some idea of the likely level of commitment and tenure. People who tend to leave organizations after serving a short time should be questioned about the likelihood of a long-term commitment to the re service. Turnover is expensive.
4. **Team player-** this is important because firefighting involves teamwork.

5. **Conscientiousness-** A dedicated, conscientious recruit will be thorough in both operational and administrative duties.
6. **Interpersonal skills-** Can this person relate well to others? Is he or she a good communicator?
7. **Moral character-** Can this person be trusted in the community's homes and businesses, and around the station?
8. **Problem-solving nature-** People who can solve problems will help work out solutions and not just complain when a problem arises.
9. **Initiative-** this may be a key indicator of how involved and how much of a leader a recruit will be.

Successful Recruiting Program



Training Programs-

In many instances, recruits and new members with previous experience are drawn to fire departments that have robust training programs. This serves as a moral booster and word of mouth travels quickly. In many situations, members leave departments with weak training programs to join departments that provide more frequent and higher quality training. This also includes having facilities and props needed for training. Training programs include:

1. Junior Firefighter Program
2. NFPA 1403 Recruit Training Program
3. Firefighter Certification Training Program
4. Technical Rescuer Training Program
5. Driver Operator Training Program
6. Leadership /Officer Training Program

Initial Recruit Training-176 hours

Course Number	Course Title	Hours
FIP-3001	Orientation & Safety	16
FIP-3004	Fire Behavior	12
FIP-3005	Portable Extinguishers	8
FIP-3006	Personal Protective Equipment	20
FIP-3007	Forcible Entry	12
FIP-3008	Ventilation	20
FIP-3010	Ladders	16
FIP-3011	Fire Hose, Streams, & Appliances	20
FIP-3014	Loss Control	16
FIP-3018	Water Supplies	20
FIP-3022	Building Construction	16

Completion of Firefighter Certification-164 hours

Course Number	Course Title	Hours
FIP-3003	Alarms & Communications	16
FIP-3009	Ropes	12
FIP-3012	Foam Fire Streams	8
FIP-3013	Fire Control	36
FIP-3016	Emergency Medical Care	12
FIP-3017	Rescue	20
FIP-3019	Sprinklers	16
FIP-3021	Fire & Life Safety Preparedness	12
FIP-3024	Health & Wellness	8
FIP-3025	Safety & Survival	16
FIP-3026	Mayday	8

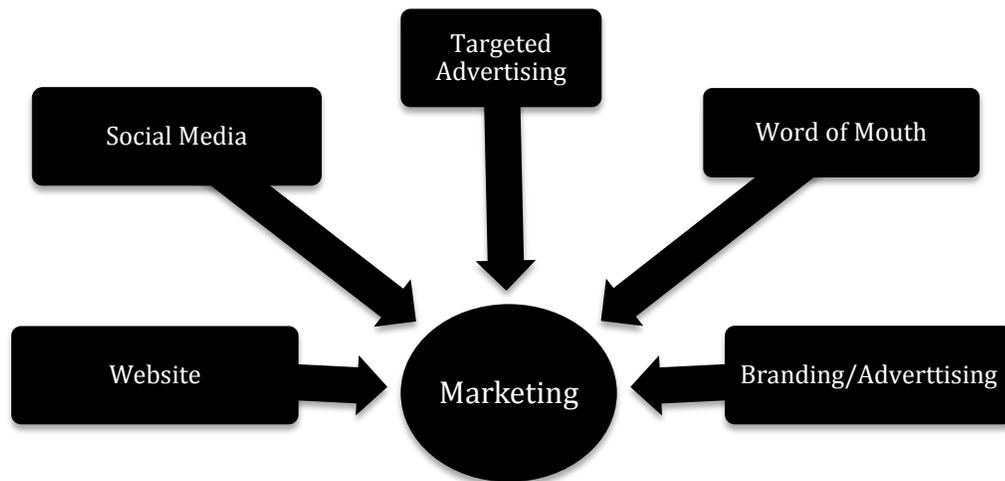
Driver Operator Certification-166 hours

Course Number	Course Title	Hours
FIP-3601	Emergency Vehicle Driver	20
FIP-3610	Intro. To Pumps	15
FIP-3611	Basic Pump Ops	24
FIP-3612	Pump Maintenance	15
FIP-3613	Sprinkler & Standpipes	15
FIP-3614	Pump Hydraulics	15
FIP-3615	Service Testing	15
FIP-3616	Pump Water Supply	15

Marketing Program

1. Website- Town of Winterville Website and the National Volunteer Fire Council Recruitment website.
2. Social Media- Social media is a powerful communication tool that the Fire-Rescue-EMS department can use to reach both broad and targeted sections of our population. This should be used to sell the department and its program, which in turn market the department in and around the community. This includes Facebook, Twitter, Instagram and others.
3. Targeted Advertising-this includes marketing the department to specific locations and groups. Examples include Pitt Community College and East Carolina University. Distinction should be made between the student bases as a whole and students that may possess previous training and experience. Specifically, the student newspapers and the departments that possess fire related programs such as continuing education.
4. Word of Mouth-this is the most successful form of marketing available to the fire service. Typically, when a recruit is recommended and recruited by a member, they have more buy-in and become a more productive member. Conversely, word of mouth marketing reaches the smallest number of possible recruits.

5. Branding/Advertising-this is successful in many departments. There is some initial cost associated with branding and advertising. However, the ongoing program costs are limited. Examples of branding and advertising include station signs as well as uniforms and logos wear. It also includes recruitment messages, contact numbers and website addresses, and department and company level patches on apparatus.



Recruitment Incentives

Recruitment incentives vary between departments and regions. In many cases members receive incentive items for joining or for completing the recruit probationary period. These incentives should be associated with a commitment for the member to provide a minimum term of membership. These incentives may include:

1. Tax credits or stipends
2. Utility credits or stipends
3. Uniforms stipends
4. Live-in programs
5. Turnout gear upon completion of recruit training
6. Tuition reimbursement



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: February 13, 2017

Presenter: Stephen, Economic Development
Planner

Item to be Considered

Subject: Annexation of Old Tar Village Lot 7.

Action Requested: Approval of Annexation.

Attachments: Metes and Bounds Description and Map. *Ordinance will be handed out at the Meeting.*

Prepared By: Stephen Penn, Economic Development Planner

Date: 1/24/2017

ABSTRACT ROUTING:

TC

FD

TM 2/11/2017

Final 2/11/2017

Supporting Documentation

Old Tar Village Lot 7:

- Part of parcel 54700.
- Located off of Worthington and Old Tar Road on Old Tar Village Road.
- 0.502 Acres.
- Zoned General Business.

Budgetary Impact: TBD.

Recommendation: Approval of the Annexation of the Old Tar Village Lot 7.

NOTICE OF PUBLIC HEARING
REQUEST FOR ANNEXATION

Town of Winterville

The public will take note that the Town Council of the Town of Winterville has called a public hearing at 7:00 pm on the 13th day of February, 2017 at the Town Hall, 2571 Railroad Street, on the question of annexing the following described territory requested by petition filed pursuant to NCGS 160A-58.1:

TO WIT: Being All that certain tract or parcel of land lying and being situate in Winterville Township, Pitt County, North Carolina, identified as Old Tar Village, Lot 7;

LOCATION: Beginning at an existing iron stake on the southern right-of-way of Old Tar Village Road, said iron stake being the northeastern corner of Lot 8, Old Tar Village as recorded in Book 65, Page 26 in the Pitt County Register of Deeds;

Thence, from said Point of Beginning, S 82°01'18" E 13.82' to the point of curvature;

Thence, with a curve to the right an arc distance of 294.67' having a radius of 170.00' and a chord bearing S 32°21'57" E 259.14' to the point of tangency on the western right-of-way of Old Tar Village Road;

Thence, with the western right-of-way of Old Tar Village Road, S 17°17'16" W 59.25';

Thence, leaving the western right-of-way of Old Tar Village Road, N 72°40'50" W 39.11' to a point;

Thence, N 17°36'19" E 110.08' to a point;

Thence, N 71°45'17" W 154.28' to a point;

Thence N 07°58'42" E 113.60' to the Point of Beginning containing 0.502 acres and being a portion of the property described in Deed Book 2005, Page 446 of the Pitt County Register of Deeds.

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

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

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

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

Block Ad: January 29, 2017

PETITION REQUESTING ANNEXATION

Date: September 28, 2016

TO THE BOARD OF ALDERMEN OF THE TOWN OF WINTERVILLE

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

Description

Being 0.502 acre located off the southern and western rights-of-way of Old Tar Village Road as described in e-mailed legal description.

<u>Name</u>	<u>Address</u>
	
<u>Old Tar Village Properties, LLC</u>	<u>5351 Reedy Branch Road, Winterville, NC 28590</u>

Old Tar Village Lot 7 Annexation: Parcel # 54700. 0.502 Acres.



Old Tar Village Lot 7 Annexation Letters for Public Hearing:

Mailed on: 1/24/2017

By: SPP

|||||
WILLIAMS FAMILY HEIRS LLC
539 SOUTH MAIN ST
FINDLAY, OH 45840

|||||
ADA GREENVILLE LLC
4208 LEICESTER CT
WINTERVILLE, NC 28590

|||||
CROCKER, ROBERT L
PO BOX 690
FARMVILLE, NC 27828

|||||
SUITE FIVE
300 BETHESDA DR
GREENVILLE, NC 27834

|||||
REALTY INCOME PROPERTIES 19 LLC
11995 EL CAMINO REAL, Ste 101
SAN DIEGO, CA 92130



TOWN OF WINTERVILLE
PUBLIC COMMENT APPLICATION

Name of Applicant: Winterville Machine Wks Date: 2-1-2017

Address: 2672 Mill St Phone: 252-756-2130

Town Council Meeting Date Requesting to Provide Comment: Feb. 13, 2017

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

We would like to have a no parking zone on the south side of Cooper Street at the Mill Street intersection - Large truck have a problem turning when there is parking on both sides of the street - We would suggest from the WMW gate to the corner of Mill & Cooper -

Name(s) of Speaker(s):

(1) Ted Cox or Greig Lane

(2) _____

(3) _____

My signature below acknowledges that I have read the Town of Winterville Public Comment Policy. I agree that as applicant, the speaker(s) named above shall adhere to the Public Comment Policy of the Town of Winterville.

Ted Cox
Signature

Print

Save

Submit



TOWN OF WINTERVILLE
PUBLIC COMMENT APPLICATION

Name of Applicant: SETH CAYTON

Date: 13 Feb 17

Address: 2587 JONES ST.

Phone: 756-5910

Town Council Meeting Date Requesting to Provide Comment: 13 Feb 17

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

FIRE DEPT

Name(s) of Speaker(s):

(1) SETH CAYTON

(2) _____

(3) _____

My signature below acknowledges that I have read the Town of Winterville Public Comment Policy. I agree that as applicant, the speaker(s) named above shall adhere to the Public Comment Policy of the Town of Winterville.

Seth B. Cayton
Signature

2/13/2017 HBB
RECEIVED



**Winterville Town Council
November 14, 2016
Regular Meeting Minutes**

The Winterville Town Council met in a Regular Meeting on the above date at 7:00 PM in the Town Hall Assembly Room, with Mayor Douglas A. Jackson presiding. The meeting was called to order, followed by the invocation by Councilman Tony Moore, which was followed by the Pledge of Allegiance. The following were present:

Mayor Douglas A. Jackson
Mayor Pro-Tem Mark Smith
Councilman Ronald Cooper, Sr.
Councilman Tony Moore
Councilman Johnny Moye
Councilwoman Veronica Roberson
Terri L. Parker, Town Manager
Ben Williams, Assistant Town Manager
Ryan Willhite, Police Chief
Travis Welborn, Public Works Director
Evan Johnston, Parks & Recreation Director
Robert Sutton, Electric Director
Anthony Bowers, Finance Director
Stephen Penn, Economic Development Planner
Amy P. Barrow, Acting Town Clerk

WELCOME: Mayor Jackson welcomed the public.

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

PUBLIC HEARING:

1. **Rezoning of Michael and Wendy Bridgers Property (Vernon White Road) Six (6) Acre Site from R-15 to Office and Institutional (O&I).** Stephen Penn, Economic Development Planner spoke to Council concerning the above-referenced rezoning request and informing the Council that the Planning and Zoning Board heard the request at the August Regular Meeting, and recommended that Council deny the rezoning request.

Councilman Moore questioned whether or not there had to be a special number of votes in order to approve the request since the Planning and Zoning Board recommended denial. Manager Parker stated that only a majority vote of Council was required.

Councilman Moye wanted to know if the Planning and Zoning Board explained why they recommended denial. Planner Penn explained that his opinion was that the Planning and Zoning Board thought this area more suitable for residential use.

Mayor Jackson declared the Public Hearing Open and asked if anyone would like to speak in favor of the rezoning request?

Michael Bridgers (owner of said property) - stated that the Planning and Zoning Board did not approve his request on August 15, 2016. Mr. Bridgers stated that he was not clear on why Planning Board did not approved the request. Mr. Bridgers stated an application before Council tonight for the Rezoning from R15 to Office and Institutional (O&I).

Mayor Jackson asked if anyone would like to speak in opposition of the rezoning request.

Marvin Arnold (479 Vernon White Road) - Mr. Arnold voiced his concerns about potential traffic concerns and inquired as to what plans would be made to address that concern. He stated that he was strictly opposed to an apartment complex and would be opposed to ant rezoning until a plan is in place for what will be at the location. Councilman Moore spoke concerning the many uses for the location if rezoned to O&I and that even if the purchaser states it is a particular use today and that may change at any time. Mr. Arnold stated his opinion was that the land should stay farmland as it is currently, or single family dwellings.

Alex Brann (lives directly across the street from the proposed rezoning area) - is simply opposed to the rezoning. He stated his major concern was traffic, but he would not be opposed to single family residential.

Diane Weathington (4723 Old Tar Road) – stated the property should remain residential until surrounding residents know what business would go in the location. She mentioned current traffic concerns on Vernon White Road and Old Tar Road (with plans to 4-lane Old Tar Road in the future).

Jorgette Pearson (Waterford Subdivision) – mentioned traffic current concerns on Vernon White and Old Tar Road as well as concerned about additional paving causing more drainage problems in the area.

Claude Mereau (2257 Wolftrap Road) – stated concerns about adding commercial uses in the middle of a residential area that would result in businesses and traffic. He stated that the surrounding neighborhoods could not absorb more traffic.

Talbot Shlock (Blackstone S/D) – stated that until the residents are told what would be going in the location he would prefer to keep the area residential. Mr. Shlock also referenced traffic concerns in the area.

Eric Brann (owns 548 Vernon White Road) – stated that traffic issues are his biggest concerns and keeping the area residential is his preference.

Mayor Jackson declared the public hearing closed. **A motion was made by Councilman Tony Moore and seconded by Councilman Ron Cooper to deny the rezoning request.**

Councilman Moye asked Mr. Bridgers if he lived in Winterville, and was there any way to guarantee what use the property will have once sold. Mr. Bridgers stated they do not live in Winterville, nor can they guarantee what use the property will have after sold. Manager Parker cautioned the Council that the Council was not supposed to ask the property owner, nor is the property owner obligated to inform the Council what the plans are for the property after rezoning.

The motion carried unanimously.

2. **Rezoning Connie Branch Property on Reedy Branch Road from Agricultural-Residential to General Business.** Planner, Stephen Penn spoke to Council concerning the above-referenced rezoning request for the Connie Branch Property. He stated that it is a 1.688-acre site on the corner of NC Hwy 11 and Reedy Branch Road currently zoned Agricultural Residential with a requested change to General Business (GB). The Planning Board approved the request and recommends Council approve the rezoning. Mayor Jackson questioned if it

was the mobile home park. Planner Penn informed the Council that the property has a single dwelling on the property and that the property is the “pizza shape” property on the corner with farmland behind the property that is currently zoned General Business. Mayor Jackson stated the property was annexed a while back into Winterville, which includes the Branch and Denny homes.

Mayor Jackson declared the public hearing open and asked if anyone would like to speak in favor of the rezoning request?

Page Robertson (owners’ representative) – reported that the property is currently under contract, and they are asking the owners to get the property rezoned to General Business.

Tommy Stoughton (Kittrell and Armstrong Commercial Real Estate Brokers representing the Branch family) – stated that this request does meet the future land use plan of the Town.

Mayor Jackson asked if anyone would like to speak in opposition of the rezoning request. No one commented.

Mayor Jackson declared the public hearing closed. **A motion was made by Mayor Pro-Tem Smith and seconded by Councilman Cooper to approve the requested rezoning. The motion carried unanimously.**

3. **Annexation Petition of the Clearly Development Property (Villa Grande Sub-division Phase One).** Planner Penn spoke to the Council concerning the Annexation request. Town received an annexation application for the Villa Grande Phase One property (located on Red Forbes Road), which is currently zoned R-10 Residential with 32.94 acres and 85 lots.

Mayor Jackson declared the public hearing open and asked if anyone would like to speak in favor of the Annexation request? No one commented.

Mayor Jackson asked if anyone would like to speak in opposition of the Annexation request. No one commented.

Mayor Jackson declared the public hearing closed. **A motion was made by Councilman Moye and seconded by Mayor Pro-Tem Smith to approve the Annexation request. The motion carried unanimously.**

PUBLIC COMMENT:

Glenn Johnson – (Winterville resident) presented a Fort Resolution letter of appreciation, a Certificate of Appreciation and Challenge Coins to the Council on behalf of the Buffalo Soldiers. Buffalo Soldiers are actively accepting applications and have three (3) new members including Lt. Wayne Rogers, Chaplain of the Disabled Americans Veterans Association Chapter 37 Greenville with eight (8) potential officers to recruit. The Buffalo Soldiers thanked the Town for allowing the use of the Community Room for their meetings.

Rich Zeck, Executive Director (Pitt County Council on Aging) thanked the Council for the grant award for the Meals on Wheels Program. Mr. Zeck also wanted to bring awareness on how the Council on Aging is open to all Pitt County residents including Winterville. The Meals on Wheels Program is one the Council’s largest programs that provides over 250 meals a day and has around 125 people on a waiting list. The Agency has five (5) Senior Centers around Pitt County and offers programs to assist all

ages including the 35-55 baby boomers that are taking care of parents. Councilwoman Roberson stated the Town of Winterville was a member of the Mid-East Commission who also provides funding.

CONSENT AGENDA ITEMS: The items under the consent agenda included:

1. Approval of September 27, 2016 Council Workshop Minutes.
2. Approval to Schedule a Public Hearing on the annexation petition of the Church of the Open Door for December 12, 2016.
3. Approval to Schedule a Public Hearing on the annexation petition of Laurie Meadows Subdivision, Phase 3 for December 12, 2016.
4. Approval of modified preliminary plat for Brookfield Subdivision, Phase 2 & 3.
5. Approval to Receive petition requesting annexation of the Reedy Branch Mini-Storage's additions on Parcel # 81736 and adopt a resolution directing the Town Clerk to investigate the sufficiency of the petition.
6. Approval of Resolution for the Elevated Tank Rehab DWSRF Loan Acceptance
7. Approval of Resolution for the Asset Inventory and Assessment Grant Management.
8. Approval of FEMA Resolution for Designation of Applicant.
9. Approval of Budget Amendment.

Mayor asked if any items needed to be removed from the Consent Agenda.

Councilman Moyer requested an update on the Hillcrest Park bathroom. Manager Parker stated Parks and Recreation Director Johnston has an update for Council on the renovation project for the Parks. P&R Director Johnston stated the project is currently out for bid, the bid closes on the 21st; staff will bring the bids back before the Council in the December meeting for approval. Councilman Moyer recalls asking that both projects be constructed at the same time. Manager Parker stated Councilman Moyer did request to have the restrooms completed simultaneously; however, the request came after the project for Winterville Recreation Park was already under way. Councilman Moyer requested Staff review the minutes to verify the request.

A motion was made by Councilman Moore and seconded by Councilman Moyer to adopt the Consent Agenda. The motion carried unanimously.

OLD BUSINESS:

1. **Update on Junk Vehicle Ordinance Revisions:** Chief Ryan Willhite informed Council that documents had been placed in their packet with the revised junk vehicle ordinance approved by Council on September 8, 2014:

*AN ORDINANCE AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES
OF THE TOWN OF WINTERVILLE, NORTH CAROLINA*

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WINTERVILLE, NORTH CAROLINA THAT:

Section 1. Town of Winterville Code of Ordinances Chapter 90: ABANDONED JUNK VEHICLES is hereby amended as follows:

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

- 1) *Is partially dismantled or wrecked; **and/or***
- 2) *Cannot be self-propelled or moved in the manner in which it was originally intended to be moved; **and/or***

3) *Is more than five years old and appears to be worth less than \$1000.*

The old ordinance limited the police department by requiring two (2) or more items to be wrong with the vehicle to be considered a junk vehicle, which was changed to say and/or meaning only one of the items on the list would consider the vehicle to be non-compliant with the ordinance, along with raising the value to be worth less than \$1,000 from \$500. Further consideration on the wording related to covering and storage of junked vehicles has not changed nor the sight of such vehicle from an abutting property. Chief Willhite suggested the following changes for the restrictions on the covering:

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

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

Chief Willhite spoke to Council about the cost of most coverings (between \$80 - \$100) and the economical struggle residents with vehicles sitting in the yard may be facing; which would cause additional hardship if required to purchase an expensive covering. Councilman Moore stated would not like to see any coverings in the Town including public or private property; he feels this devalues the properties in Winterville. He would like it changed to private property only.

A motion was made by Councilman Moore to move forward with an Ordinance to state no coverings on all cars. Motion died for a lack of a second to said motion.

Manager Parker stated Attorney Lassiter would need to be contacted concerning the verbiage of the ordinance and whether or not the Town could legally prohibit the use of coverings completely. Additional discussion was had regarding what classifies a junked vehicle per an Officer's discretion and potential public health and safety concerns this situation could present. Chief Willhite stated Officers are enforcing the ordinance; however, it is more complaint driven when a call is received complaining about a vehicle on private property.

A motion was made by Councilman Moore and seconded by Mayor Pro-Tem Smith to ask the Town Manager to research the type Ordinance that could be used to remove all junk vehicles. Motion carried 4-1 (Roberson opposed).

2. **Update on Downtown Parking Situation:** Assistant Town Manager, Ben Williams updated the Council on the number of spaces currently in the Downtown area.

"Downtown Business District"

- *Delineated based on "Central Business" zoning classification*
- *Area of approximately 22 acres (0.03 square miles)*
- *0.5 miles in length at farthest points*
- *Approximately 35 businesses (space) in the delineated area*

• *Municipal Buildings – Town Hall, Police Dept., Fire/EMS, Library*

Parking:

Private vs public
Private = 268
Public = 249
Total = 517

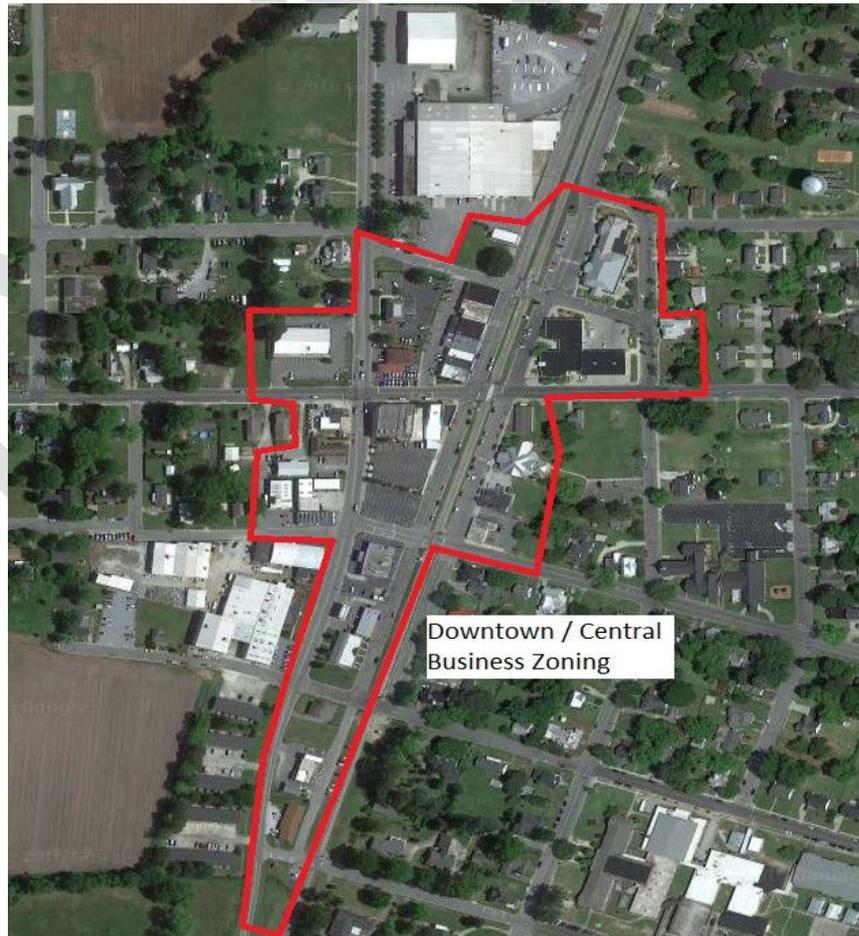
Parking Lots and On-Street Parking:

Private Lots (striped) = 201
Private Lots (non-striped) = 67
Public Lots = 24 (Library)
On-Street = 225
Total = 517

On-Street Parking by Type (Parallel vs Angled):

Parallel = 164
Angled = 27
90-degree = 34
Total = 225

Possible spaces in a duplicate/mirrored expansion at Library.
Additional – Approx. 24 spaces (approx. 10,000 sf) = \$150,000.
Possible spaces on a lot similar to Hunsucker property.
For illustrative purpose, corner lot.
Additional – Approx. 24 spaces (removed tree)







Manager Parker stated that Staff had been unable to find a copy of the Town's previous parking study; and Downtown Business Owners have not come forth with a petition asking for angled parking and one-way street traffic on Railroad Street.

3. **Approval of Town Clock Design and Purchase:** Planner Penn gave a presentation on the proposed design of the Town Clock. Manager Parker reported that the Agenda packet includes proposals and pictures of three (3) different kinds of pole clocks. As a reminder, the clock will be located on the corner of Church and Main Streets and Town Staff felt a pole clock would be best for that location. Town Staff is recommending a four (4) faced pole clock with a price of approximately \$22,000, which includes delivery and installation. The Town would have to build a base for the clock. Planner Penn stated the clock would sit back about 30 feet from the street corner and not be in the parking area. Town Manager Parker stated the location of the clock would not impede traffic visibility. Mayor Pro-Tem Smith asked if the Town Manager would bring back a plan for the base to Council. Councilman Moye questioned what the Town's portion would be for the clock or how much is the donation. Town Manager Parker stated the donation from the Kiwanis Club is \$15,000. Councilman Moore asked the Town to contact the Ruritan Club concerning additional donation funds for the clock since the Ruritan Club received a total of \$25,000 from the Rouse Family. Councilman Cooper requested Staff to bring information back for the December meeting on the cost for a clock base. Mayor Pro-Tem Smith informed Council and Staff that, being a member, he would request the additional clock funding from the Ruritan Club.

A motion was by Councilman Moore and seconded by Mayor Pro-Tem Smith to purchase a four (4) faced clock, \$500 annual maintenance agreement and a plaque to recognize the Kiwanis Club Member that donated the money to the Town. The motion carried unanimously. (Smith will contact the Ruritan Club concerning donation of funding for the base of the clock. Staff will bring back discussion on the clock base at the December meeting.)

4. **Update on Fire Department Discussion Items Resulting from 9/27/2016 Council Workshop:** Manager Parker informed Council of the documents for the Update and the Draft Policy for Volunteers to stay in the station longer than currently allowed. Fire Chief Moore

requested direction from the Council on the Draft Live-in Volunteer Firefighters Policy along with cost estimates on various positions provided, per request from the Council Workshop held on September 27, 2016. Chief Moore informed Council that the Draft policy's general requirements would be the same as what all members have to do to join; however, the trade-off of their schedule versus them having a place to stay a week at the time during the semester. The current policy is five (5) nights in a row, while the new policy would allow seven (7) nights a week. The student would have to schedule themselves at least five (5) out of seven (7) nights per week with at least eight (8) weekend shifts per month. Station duties would be required, such as truck checks that have to be done just as they are done now with part-time staff.

DRAFT Policy

Purpose:

The intent of the Winterville Fire-Rescue-EMS "Live-in" Program is to maintain an effective volunteer resident firefighter program to supplement and enhance volunteer firefighter staffing, improve apparatus response to emergencies and prepare individuals for a career in fire and or EMS services, should they choose to. In exchange for living quarters, "Live-in" members are given the responsibilities of responding fire apparatus to emergency scenes, firefighting and station detail duties. Members may be NFPA 1403 qualified (Must attend the remainder of FF 1-11 & company level training sessions).

Requirements:

- NFPA 1403 Certification
- EMT (boarded in Pitt County)
- NIMS
- CPR
- High School Diploma/GED
- Valid NC Driver's License
- Complete Physical /Respiratory Function Evaluation
- Successfully Pass Physical Abilities Evaluation
- Successfully Pass Drug Test
- Successfully Pass Background Check

Schedule:

"Live-in" members are responsible to schedule five out of seven-night shifts (12-hour) per week and eight-weekend shifts (12-hour) per month. Night-time shift is considered 7pm-7am. Weekend shifts are considered 7am-7pm and 7pm-7am.

Response:

"Live-in" members are responsible for responding to calls for service while "on-shift." During waking hours, the expectation is for turnout time to be within 60 seconds. During sleeping hours, the expectation is for turnout time to be within 90 seconds. At times, members of the community may call the station seeking information or to report emergencies. While on shift, "Live-in" members should make every effort to answer the phone.

Station Duties:

At the beginning of each shift, the "Live-in" member will individually or as a part of a crew, perform the daily check on each apparatus and weekly check-off of apparatus as assigned. Following apparatus checks, the "Live-in" member will perform station duties as assigned.

	<u>Daily Checks</u>	<u>Weekly Check</u>	<u>Station Duties</u>
Monday	E1, S1, R1, E2, T1	Engine-1	Lounge/Laundry Rm/Bed & Bathrooms
Tuesday	E1, S1, R1, E2, T1	Squad-1	Office/Radio Rm/Bed & Bathrooms
Wednesday	E1, S1, R1, E2, T1	Rescue-1	Radio Rm/Bed & Bathrooms
Thursday	E1, S1, R1, E2, T1	Engine-2	Truck Bay/Bed & Bathrooms
Friday	E1, S1, R1, E2, T1	Truck- 1/Trailers	Work/Storage/Compressor Rooms/Bed & Bathrooms
Saturday	E1, S1, R1, E2, T1		
Sunday	E1, S1, R1, E2, T1		

A motion was made by Councilman Moore and seconded by Mayor Pro-Tem Smith to approve the Fire Departments “Live-in” Draft policy. The motion carried unanimously.

Update on Fire Personnel cost estimates: Chief Moore proceeded with the additional items requested to be brought back before the Council. Cost estimates for part-time Engineer, Fire Inspector and Office Manager is on the document in the Council's packet.

Update on Fire Department Discussion Items Resulting from 9/27/2016 Workshop

Part-time Engineer - The part-time Engineer position serves as a driver-operator for the first-out apparatus. This position is currently staffed between the hours of 7am-7pm, Monday through Friday. The current schedule and position status provides 60 hours per week at the cost of \$53,286.75, annually. The additional hours would allow this position to continue on a 24-hour/ 7-day per week schedule. This position would still be staffed with part-time employees. The increase would move that coverage to 168 hours per week; this would be an increase of 108 hours. This increase would incur a cost of **\$97,201.35** annually.

Part-time Fire Inspector - The part-time Fire Inspector position serves as a lead position for fire inspections, plan reviews, etc. The current schedule and position status provides 15 hours per week at the cost of \$19,500, annually. The additional hours would allow this position to continue on a 24 per week schedule as directed by Council. This position would still be staffed with part-time employees, thus not incurring the cost of benefits. The increase would move that coverage to 24 hours per week an increase of nine hours. This would incur a cost of **\$31,200 + FICA**, annually.

Part-time Office Manager - The part-time Office Manager position would serve as an as a position to provide customer service to customers to include walk-in customers and those that contact the department by a phone call and email. This position was previously staffed at part-time and full-time levels. At the direction of Council, this position will be staffed at 24 hours per week. This would incur a cost of **\$23,252.63**, annually.

Apparatus - Staff has contacted four manufacturers and specs are very close to completion. These will be complete before the beginning of the annual budget process.

Councilman Moore wanted to know if the Department is currently paying \$97,201.35 during the day for part-time engineers. Chief Moore stated the \$97,201.35 is the increase if the positions were approved for 24 hours 7 days a week coverage. Councilman Moore questioned how much the part-time paid staff would help the Fire Department with points for the ISO Rating. Chief Moore indicated the ISO rating would increase considerably with the additional coverage in the station. Councilman Moore asked about the Town of Winterville's ISO Rating. Chief Moore stated the Town of Winterville's ISO Rating is a six (6) across the Town. Councilman Moore questioned why the Town

of Ayden's ISO Rating would be better than the Town of Winterville's ISO Rating. Fire Chief Moore informed the Council that the Town of Ayden has been rated since the Town of Winterville received the last ISO Rating. The new substation in the Town of Ayden will cover an unprotected rural district that will bring in class 10's into the current rating. Class ten (10) means unprotected which is the highest rating. Red Oak was rated a five (5) about a year ago. Mayor Pro-Tem Smith questioned how much the decrease would be per homeowner. Fire Chief Moore the amount per resident would be about \$100-130 per grade per \$100,000 per property value. Councilman Moore wanted to know how much one penny on the tax rate generates in revenue. Manager Parker explained one penny on the tax rate would be generate about \$68,000 annually. Councilman Moore asked what the cost would be to increase the part-time Fire Inspectors' time from 15 to 24 hours a week. The cost would be approximately \$31,200 annually.

5. **Amendment to Rental Contract with EMS:** Chief Moore reported that the Town Finance Department previously administered payroll for the Winterville EMS; however, the EMS had to outsource payroll at a cost of about \$2,000 a year or \$500 a quarter due to Federal regulations. He proposed the Town decrease in the amount charged to Winterville EMS, Inc. to offset the cost for payroll services. Manager Parker stated the reduction of would equate to approximately \$500 a quarter. Chief Moore informed Council that the payroll change took place as of July 1, 2016.

A motion was made by Mayor Pro-Tem Smith and seconded by Councilman Moore to approve the Amendment to Rental Contract with EMS. The motion carried unanimously.

Councilman Moore made a motion and seconded by Mayor Pro-Tem Smith to have the Town Manager review the positions that are currently open to see how much money is available from to possibly fund some of the positions requested in the Fire Department. The motion carried unanimously.

Manager Parker cautioned that the funds would only cover the remainder of the current fiscal year, and may not be available for the next fiscal year. Councilman Moore stated he was aware of the funding issues; would like Manager Parker to come back before the Council in December with the amounts available from the vacant positions. Mayor Jackson questioned what positions were being referred to. Manager Parker stated the current vacant positions were Town Clerk, Planning Director, Third Class Lineman that have been open for a few months.

NEW BUSINESS:

1. **Preliminary Plat – Wintergreen Commons:** Planner Penn reported to Council concerning Wintergreen Commons (Parcel# 16204) located between Mill Street and Winterville Parkway at the end of Laurie Ellis Road; the NC Department of Transportation is proposing the extension of Laurie Ellis to Highway 11 (Winterville Parkway). Winterville Commons is zoned Industrial and consists of 51.53 acres. The proposed preliminary plat shows twenty-five (25) commercial lots of varied sizes to support future commercial growth with high visibility sites on Hwy 11 (which is typically the interest that we are finding from developers). NCDOT is extending Laurie Ellis Road, which may assist with congestion from Vernon White Road entrance into the Town, by offering another entrance from Hwy 11 into Winterville. Councilwoman Roberson wanted to know if the plans included options the Council discussed a couple of years ago for entrances and exits from Laurie Ellis Road to Hwy 11 such as access roads, no left or right turn lanes trying to control traffic from Hwy 11 and will there be any access from the four lane (Hwy 11) onto Laurie Ellis Road? Planner Penn stated there would be access to Hwy 11 just not sure, if the NCDOT has decided whether it will be a right-in/right-out from the four lane (Hwy 11), or left-

in/left-out. Mayor Pro-Tem Smith heard that may be right-in and right-out. Councilman Moore asked how the tax value of the property would increase for additional Commercial Property. Planner Penn informed the Council that the property is already industrial zoned; however, the property will now have access to Hwy 11 and have Laurie Ellis Road coming straight through the property. Future thoroughfare has been taken into consideration with the current plans.

A motion was made by Mayor Pro-Tem Smith and seconded by Councilman Moore to approve the Preliminary Plat. The motion carried unanimously.

2. **Connect NC Bond Grant Application (Parks & Recreation) - Hillcrest Park Improvements:** Assistant Manager Williams spoke to the Council concerning the Connect NC Bond package, approved in March 2016, included one-time funding of \$3 million for parks and recreation grants to benefit children and/or veterans with disabilities. Local governments are eligible to apply for the matching grants. The program is administered through the N.C. Division of Parks and Recreation and the N.C. Parks and Recreation Trust Fund. The matching grants can be used to build special facilities or adapt existing facilities that meet the unique needs of children and/or veterans with physical and developmental disabilities. Local governments can request a maximum of \$500,000 with each application and must match the grant with 20% or at least one dollar of local funds for every four dollars in grant funds. An applicant must match the grant with at least one dollar (\$1.00) of local funds for every four dollars (\$4.00) in grant funds. (20% of Project Cost: Maximum Match = \$125,000); Applications are due December 1, 2016; Consultant and Staff continue to work on the scope/components of the proposed project. Therefore, the estimated total cost of the application has yet to be finalized. If approved for funding, and should Council decide to accept the grant offer, staff will prepare a Request for Proposals (RFP) for distribution to potential consultants. If approved by the agency, the Town must match the grant with at least one dollar (\$1.00) of local funds for every four dollars (\$4.00) in grant funds.

A motion was made by Mayor Pro-Tem Smith and seconded by Councilman Cooper to approve the Resolution to submit Connect NC Bond Grant Application and seconded by Councilman Cooper. The motion carried unanimously.

Councilwoman Roberson wanted to know about the Trilium Money for Parks and Recreation that was used to purchase items for the Ayden Parks and Recreation Department, and why the Town did not apply for those funds. Parks & Recreation Director Johnston informed the Council that the Trilium Funds are no longer available at this time; however, should Trilium Health Care Management have additional funds available the Parks and Recreation Department will pursue the funding. The Town did not hear about the Trilium funds until a week before the deadline. Councilwoman Roberson asked if the plans for the new grant funds were to build a new park similar to the park in the Town of Ayden. Parks & Recreation Director Johnston told the Council that the plans would not be to build an entirely new playground; more of a phased project overtime to replace and improve the parks and come up with a design; currently looking at some components that are accessible. Assistant Manager Williams reiterated to the Council that the Grant funds are one-time \$3 million statewide and highly competitive, so the Town chose to make the application more appealing to the agency by scaling the request down and not requesting a complete overhaul. Councilman Moore stated would like to see a flagpole at Hillcrest Park. Mayor Pro-Tem Smith wanted to know if the Town ever heard back from the man interested in putting up a cellular tower at Hillcrest Park. Manager Parker informed Council that Staff reached out a few times but had yet to hear back from the man.

3. **Street Resurfacing Project – Ark Consulting Group, PLLC – Engineering Services Contract Amendment:** Public Works Director Welborn gave the Council an update on the 2016

Street Improvements Project that is nearing completion. Finished paving most of the streets and have constructed the extensions of Winston and Franklin Drive; however, due to several unforeseen circumstances the Town's consulting engineer for the project, Ark Consulting, has expended the entire budgeted construction administration amount in the original contract. Add some extra undercut, some issues with installation of asphalt, along with installing some additional curb and gutter on Canal Street, as Staff did not want to pave the street and not address the issues with deteriorating curb and gutter. Other issues included but are not limited to additional administrative efforts due to unsuitable soils at Franklin and Winston Drives and a conflict with an existing underground primary electrical cable at Channel Drive. Due to these unexpected issues staff is recommending that the total engineering contract be increased by \$2,700 for a total of \$32,045. All engineering for this project will be paid for out of the Powell Bill account. While this amendment was not budgeted for, money is available in the Powell Bill engineering line item. This amendment will have little effect on the Powell Bill account as a whole.

A motion was made by Councilman Moore and seconded by Councilwoman Roberson to approve 2016 Street Improvements Project Engineering Contract Amendment. The motion carried unanimously.

4. **Renewal of NCDOT MOA for debris removal:** Public Works Director Welborn presented to Council the Approval to Renew NCDOT Local Agreement for Debris Removal on State Maintained Roads for Town Staff to be able to remove debris from the right-of-ways during storms such as Hurricane Matthew; must be renewed ever five (5) years.

A motion was made by Councilman Moore to accept seconded by Councilman Cooper. The motion carried unanimously.

OTHER AGENDA ITEMS: Councilwoman Roberson request the Mayor to submit a letter to the Board of Commissioners requesting Councilwoman Roberson be added to the Library Board due to an opening available in March 2017.

Motion by Councilman Moore and seconded by Mayor Pro-Tem Smith to have the Mayor submit a letter to the Board of Commissioners requesting Councilwoman Roberson be added to the Library Board. The motion carried unanimously.

ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS. None.

REPORTS FROM ATTORNEY, TOWN MANAGER, AND DEPARTMENT HEADS:

Mayor Pro-Tem Smith requested Staff to investigate why neighborhoods are being completed without access to Cable and/or Internet Services. Questioned if Cable or Internet Services are a requirement in the permitting process for the Town. Public Works Director Welborn stated there are currently no requirements by the Town for Internet Services be provided in subdivisions before Final Approval.

Update on Capital Projects Currently Underway: Assistant Manager Williams gave updates on the following:

1. Water Interconnect on Worthington Road: Fully operational, working on the project close-out process with the Contractor and consulting Engineers.
2. Regional Sewer Pump Station Project: regional station the Town received funding on, staff is working on the property and easement acquisition for the project line work.

3. Nobel Canal Drainage: Survey complete, hydraulic model analysis was conducted; staff reviewed initial finding with Consultant; identified areas additional data needs to be collected, consultant is collecting the data.
4. Street Resurfacing Project: Project is still underway; due to utility conflicts there have been some delays; boring contractor experienced some mechanical issues, should begin November 15, 2016; remaining Channel Drive should be completed in the near future.
5. Water Tank Rehabilitation Project: Next milestone is the design and bid package to be submitted by May 2017.
6. NTE Kings Mountain Energy Center: Project is still underway; photos from the drone within the last thirty (30) days:

NTE Kings Mountain Energy Center



Duke's Switch Yard



7. Public Works acquisition through the Federal Surplus System: Tractor trailer/lowboy and a generator for a significant savings; low mileage, low hours, less dependency on others to move our large equipment, along with being very convenient in an emergency situation not to have to wait for a contractor to bring a trailer to move our excavator to the site for repairs. Truck has high clearance that assists during high water for transporting equipment, as well as, getting employees if stranded. Councilman Moye asked how much the equipment cost. Assistant Manager Williams informed the Council the cost of under \$20,000; which encompassed a generator that was a tenth of the cost, as well as, 50% larger than originally budgeted, and may be used at all Town lift stations; a Rig and lowboy.
8. Emergency Management Update: There are four (4) major components of Emergency Management: Mitigation-data beforehand, Preparedness-preparing for the storm once notified one is coming, Response- and Recovery.



1.



2.



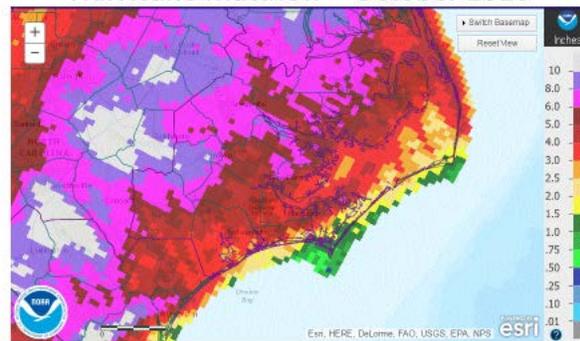
Hurricane Matthew – October 8-9 2016

- Rainfall – 7” – 8”
- Wind – Peak Gust 59 MPH (7:45 PM 10/8/16)
- Streets – Flash flooding during high-intensity rainfall
- Water Distribution – No Problems
- Sanitary Sewer – High Levels, Long Pump Run Times, No Significant Spills
- Electric – One outage (Graham St. - approx. 25 customers) and a couple of damaged services
- Fire/EMS – 20-30 incidents and rescues
- Lots of yard debris and small limbs throughout Town

3. Town of Winterville



Hurricane Matthew – October 2016



4. Radar tracking of Rainfall totals



Hurricane Matthew – Post-Event

- Electric – System Assessment and Assisted with debris removal
- Public Works – System Assessment (ie. Sewer Pump Stations and Stormwater Network) Right-of-Way clean-up (Edgewater Dr. tree and Park Tennis Court)
- Residential debris removal (doubled up on routes 10/10 – 10/14)
- NCDOT – Notified of items in need of repair (ie. erosion, signs, etc.)
- CSX Railroad – Notified of damage to tracks

5. Post Events Updates



Hurricane Matthew – Post-Event



6. Sand bags around entrance Church St Pump Station

Hurricane Matthew – Post-Event



Brook Lane

7. Brook Lane Pump Station

Hurricane Matthew – Post-Event



Ray Crawford Dr

8. Ray Crawford Drive backs up to Fort Swamp Canal

Hurricane Matthew – Post-Event



Edgewater Dr.

9. Tree down on Edgewater Drive

Hurricane Matthew – Post-Event



Recreation Park

10. Tree across fence at Tennis Court

Hurricane Matthew – Post-Event



Recreation Park

11. Additional view of Tennis Court

Hurricane Matthew – Post-Event



12. Erosion under RR track on Beacon Drive

Hurricane Matthew – Post-Event



13. By-pass pump for the Church St Pump Station



Hurricane Matthew – Mutual Aid

- Electric – LaGrange, Kinston and Grifton/CMSD
- Public Works – Grifton and CMSD

14. Winterville assisting surrounding areas

Hurricane Matthew – Mutual Aid



15. Water rising at the Grifton Pump Station

Hurricane Matthew – Mutual Aid



16. Winterville Crews assisting at CMSD

Hurricane Matthew – Mutual Aid



17. Overview of the Grifton Area a week after

Hurricane Matthew – Mutual Aid



18. Aerial view of CMSD facility



Hurricane Matthew – Citizen Response

Emails, Personal Conversations, News Articles, etc.

"I wanted to pass along a word of thanks for all you all do. During Hurricane Matthew my electricity did not so much as even flicker. My water and sewer service also worked the entire time. Meanwhile I kept hearing about folks in Greenville, Ayden, Beaufort, etc. losing power. I purchased a generator a few years ago and am proud to say I've never had to use it - thanks to all the great work town staff does to provide such a high level of service." – Paul Killian (e-mail)



The Cycle Continues...



19. Accolades from Citizens to Staff

20. Recap of the Emergency Management Cycle



Thank You

- Staff's on-going Maintenance and Mitigation Efforts
- Police and Fire/EMS Readiness to Respond
- Town Council Support

✚ Hurricane Matthew effects on Winterville:

- Rainfall 7"-8."
- Wind gusts 59 mph.
- Flash flooding in the streets, about 2" per hour 5 – 7 pm Saturday night.
- Water Distribution System had no problems.
- Sanitary Sewer had high levels and long run times; however, no significant spills.
- Electric System reported one outage on Graham Street with about 25 customers affected; a couple of damaged services, one from wind moving the tight line causing the line to pull away from the pole.
- Fire/EMS had about 20-30 incidents and rescues.
- Throughout Town, there were lots of yard debris and small limbs.

✚ Post Hurricane Events:

- Conducted an Electric System assessment the next morning riding through the Town.
- Electric Department assisted with debris removal.
- Public Works checked on Pump stations and stormwater network.
- Worked on right-of-way cleanup.
- One large tree down across Edgewater Drive and one down across the Tennis Courts at the Recreation Park.
- Residential debris routes were doubled that week to get things done.
- Notified DOT of erosion and signs needing repair on site Monday and Tuesday to assess the area and make repairs.
- Notified CSX first thing Monday morning of damage to the track on Beacon Drive.

- Church Street Pump Station sand bagged around the entrance of the wet well to keep water from pouring in the well causing strain on the pump.
- Brook Lane pump station typically have issues with the drainage lateral behind the Station.
- Ray Crawford Drive backs up to Fort Swamp Canal; which usually causes flooding Issues.
- Tree that fell across Edgewater Drive was cleaned up by 7am on Sunday.
- Church Street Pump Station's pump went down due to continuous use, causing Staff to put in a by-pass pump at the location.
- Tree fell on the fence at the Tennis Courts at the Recreation Park.
- Town has Mutual Aid Agreements with surrounding Municipalities to assist during emergency situations; Electric Staff was dispatched to LaGrange on Sunday to assist with outages, and to Kinston on Monday and Tuesday until crews had to be pulled from the area due to the continuation of water rising causing concerns about road closures detaining Staff from returning home; Electric Department and Public Works assisted in Grifton with placing about 2,000 sandbags at CMSD treatment plant, along with assisting at Grifton's pump station.

Assistant Manager Williams talked about the numerous compliments received from Residents for Staff's high level of service during the events and thanked the Council for the continued support of Staff's efforts. Staff is finished with Recovery, back in Mitigation meeting with folks about preventive items to do at the pump stations. Thanks to Staff for maintenance and mitigation efforts all year long.

Councilman Moore questioned where Staff is on the minimum housing code projects that are underway. Assistant Manager Williams stated Staff is waiting on information from the Town Attorney for a couple of houses to get Title Searches completed on the properties in question. Money is appropriated just waiting on completing the Title Searches to proceed. Attorney Keen Lassiter was not present at the meeting due to illness.

9. **Urgent Repair Program:** Manager Parker updated the Council on the Urgent Repair Programs partnership company, Rebuilding Together Pitt County, and the changes that have taken place within the organization; such as the Executive Director changing hands, as well as, that position being part-time only. Recent meetings have gone well with the projects that are underway, all though there is one house that far exceeds the amount allotted for repairs; house probably needs to be demolished and rebuilt, which is not something the Town's program will be able to accomplish. Staff is in the process of trying to figure out how to help the individuals involved with information to reach out to different organizations for assistance. Staff is in the process of trying to make notification to individuals in the second (2nd) round and get the Rebuilding Together folks on board to begin the projects. Councilwoman Roberson asked if Pitt County was still one of the Projects available. Manager Parker stated that it was and Staff will refer the homeowner to reach out to for assistance; however, the Pitt County program is the Scattered Site Program through the Community Development Block Grant Money and there is a long waiting list. Town Staff has also spoken with Habitat for Humanity and some other groups that are in the business of assisting homeowners with repairs. Councilman Moye questioned how many applicants for the Urgent Repair Program did the Town receive for the next round of homes to repair. Manager Parker stated the Town received about six (6) to seven (7) applications were received. Also, there would be a couple of vacancies from Round 1, one person applied after the deadline for the first (1st) round so Staff will move that homeowner into the vacancy from the first (1st) round.

Parks & Recreation Director Johnston – Upcoming Events for Parks and Recreation are the Christmas Tree Lighting Ceremony on Thursday, December 1, 2016 followed by the Council's Reception beginning at 6:00 pm located at the Fire Department; Christmas Parade Saturday, December 10, 2016 beginning at 2:00 pm.

REPORTS FROM THE MAYOR AND TOWN COUNCIL:

Mayor Jackson thanked the Town Staff for an excellent work, hear compliments all year long.

Councilman Moore thanked Lt. Williams with the Police Department for setting up for Veterans Day Celebration; congratulated Electric Director Sutton for having power at the Veterans Day Ceremony, which has been happening for sixteen (16) years. Fire/EMS Department party on December 10, 2016 at 6:00 pm at Winterville Free Will Baptist Church; asked Town Manager to have Staff contact Tim Avery about the petition for Railroad Street parking being one-way to be brought back in December.

Councilwoman Roberson thanked Manager Parker for assistance over the weekend with getting a resident's lights reconnected. Congratulated Brittany Washington on her recent nomination. Thanked Public Works for moving quickly to pick-up all of the debris from the storm. Reported that the North Carolina League of Municipalities Conference went really well; this was and this the was first time presiding as President of the Women in Municipal Government, which the session went well; attended the Advocacy Gold Conference and have the goals that were adopted should anyone like to have a copy; reported that the Mid-East Commission has been meeting very frequently, due to special circumstances; the Mid-East Open House will be held in December in Washington at the main office. Town Manager Parker wanted to give Finance Director Bowers the credit for assistance in the matter of getting the lights reconnected for the individual Councilwoman Roberson referenced, as Finance Director Bowers actually handled the specifics to get the power reconnected.

Mayor Pro-Tem Smith thanked Staff, as people do not realize the hard work that goes into getting the Town prepared for a storm and after a storm; being on the CMSD Board, the Board would like to certainly show appreciation to Town Staff for going to CMSD to assist with preparation before the storm.

Councilman Moye thanked Town Staff for great work during the storm, along with the citizens for supporting neighbors displaced by the storm by giving space to stay; thanked the Council and Town for allowing him to attend at the Leadership Conference and for recognition for said completion at the League Conference in September; wished everyone a safe holiday and happy Thanksgiving.

Councilman Cooper wanted to know the date of the Staff Christmas Party. Thankful for all employees and the work that is done; also, for the preparedness before the storm; received numerous compliments from the citizens about the Town Staff during the recent Hurricane.

Manager Parker reported that the Christmas Luncheon would be Friday, December 2, 2016. Thanked Staff for the great job done on a regular basis, as well as, preparedness during the storm; Town has a great team including Council. Congratulated Councilman Moye for his graduation from the Leadership Academy.

Councilman Moye inquired as to the status is with the Rural Fire Department meeting with the Town Council. Questioned whether Staff has received a yes or no decision on the meeting. Manager Parker reported that Staff has reached out to certain members of the Rural Fire Department and have not been able make communication to set up a date specific for a meeting with Council concerning the reunion of the two (2) Fire Departments. Have not had a conversation with anyone at this time. Councilman

Cooper questioned whether the motion to communicate with the Rural Fire Department to meet with Council concerning the reunion of the two (2) Fire Departments could be withdrawn. Wanted to know if a motion would be in order to not move further with communication efforts with the Rural Fire Department, as no interest seems to be there and Staff has reached out the Rural Fire Department. Manager Parker stated that she would not say there is no interest as no direct conversation has been made with members from the Rural Fire Department. The Rural Fire Department that would normally be the contact person are on the road quite a bit and work full-time and Staff assumes that is why we have not been able to make contact. Councilwoman Roberson stated that there should be some kind of communication since the two (2) departments will be functioning around the corner from each other; believes it would good if Staff tried to communicate; however, if no response comes at least Staff has tried. Mayor Jackson stated he had a conversation with the County Commissioners, which could not do anything about the Rural Fire Department, as Commissioners have no say in what the Rural Fire Department does. Rural Fire Department sets own tax rate and meetings, etc.

Mayor Jackson reported that former Town Engineer, Tom Harwell recently passed away; Mr. Harwell was Town Engineer for twenty-six (26) years or more.

A motion was made by Councilwoman Roberson and seconded by Councilman Moore to complete a proclamation or resolution in Tom Harwell's honor and present to Harwell's wife. The motion carried unanimously.

A motion by Councilman Moore and seconded by Councilman Moye to adjourn to closed session. The motion carried unanimously.

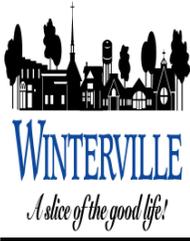
ADJOURN: Having no further business to come before the Council the meeting adjourned. A motion was made by Councilwoman Roberson to adjourn and seconded by Mayor Pro-Tem Smith. Motion carried unanimously.

Adopted this the 13th day of February, 2017.

Douglas A. Jackson, Mayor

ATTEST:

Amy P. Barrow, Acting Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: February 13, 2017

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Budget Amendment 2016-2017-03.

Action Requested: Approve the budget amendment.

Attachments: Budget Amendment 16-17-03.

Prepared By: Anthony Bowers, Finance Director

Date: 1/31/2017

ABSTRACT ROUTING:

TC

FD

TM 2/11/2017

Final 2/11/2017

Supporting Documentation

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

This amendment addresses two items that the council has already approved.

The General Fund will have an increase in the amount of \$112,000. The first item addresses the use of savings to cover the cost of part-time fire fighters. The amount appropriated for the Fire Department is \$53,000.

The second item is the restoration of the Hillcrest Bathrooms. The restoration of bathrooms is budgeted in the amount of \$59,000.

Budgetary Impact: The total budget amendment is \$112,000.

Recommendation: Approve the Budget Amendment.

BUDGET ORDINANCE AMENDMENT 16-17-03

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2017:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION		Fund	Increase	Decrease
General Fund Fund Balance	10	3831	General Fund	\$ 112,000
Recreation - Cont from General Fund	15	3831	Recreation Fund	\$ 53,000
Total			\$ 165,000	\$ -

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION		Department	Fund	Increase	Decrease
Transfer to Recreation	1041950000	9110	Non-Departmental	General	\$ 53,000.00
Salaries and Wages	1043432000	2101	Fire Department	General	\$ 59,000.00
Capital Outlay	1560601000	7150		Recreation	\$ 53,000.00
Total			\$ 165,000	\$ -	

Adopted the 13th day of February 2017.

Mayor

Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: February 13, 2017

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Audit Contract amendment for fiscal year 2015 – 2016.

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

Attachments: Contract Amendment.

Prepared By: Anthony Bowers, Finance Director

Date: 2/13/2017

ABSTRACT ROUTING:

TC

FD

TM 2/11/2017

Final 2/11/2017

Supporting Documentation

Each year the Town Council must approve the contract with the audit firm that it uses for its independent review of the Town's Finances. The Town Council approved the original contract at the May regularly scheduled meeting. The amendment addresses two items. It extends the date of the contract due to Hurricane Mathew, and it also reduces the amount of the contract because the Single Audit requirement threshold was not met. This allowed for less work to be performed by the audit firm, thus reducing the cost.

Budgetary Impact: The savings for the Town is \$892.00.

Recommendation: Approve the contract amendment.

AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS

Whereas, Carr, Riggs, & Ingram, LLC and Town of Winterville
Audit Firm Primary Governmental Unit

and N/A entered into a contract dated May 11th, 2016
Discretely Presented Component Unit (DPCU) if applicable

in which the auditor agreed to audit the accounts of Town of Winterville and
Primary Governmental Unit

N/A for fiscal year ended June 30, 2016
Discretely Presented Component Unit (DPCU) if applicable

and to render its audit report on or before October 31, 2016. It is now necessary that the audit completion and report submission be delayed past this date for the following reason (s):

The contract is being amended to change the audit fee from \$32,652 to \$31,760 because an audit in accordance with Government Auditing Standards was performed, not an audit in accordance with the Uniform Guidance and the State Single Audit Implementation Act. Also included is a new engagement letter for an audit in accordance with Government Auditing Standards.

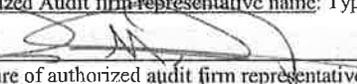
The contract is also being amended to extend the due date to January 9th, 2017. CRI uploaded the audit report to the LGC on January 6th, 2017. We were past the "extended" due date of December 31, 2016 due to the following: The Williamston office of CRI was effected by Hurricane Matthew as water seeped into the downstairs section of the building. The hurricane resulted in down time for staff, as we have audit staff that reside in Pitt County that did not travel several days to Williamston due to rising flood waters. We do not anticipate the audit being late in the future.

The auditor, the Governmental Unit, and DPCU if applicable, agree that the time for completion of the audit and submission of the audit Report by the auditor to the Governmental Unit and the Local Government Commission is extended to

January 9th, 2017

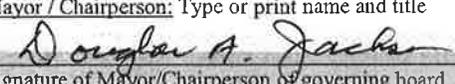
Contract to Audit Accounts (cont.) Town of Winterville
Governmental Unit
N/A
Discretely Presented Component Units (DPCU) if applicable

Audit Firm Signature:

Carr, Riggs, & Ingram, LLC
Name of Audit Firm
By Lowell G. Taylor, CPA
Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative
Signature Date 1/9/2017
lgtaylor@cricpa.com
Email Address of Audit Firm

By N/A
Chair of Audit Committee - Type or print name
**Signature of Audit Committee Chairperson
Signature Date N/A
** *If Governmental Unit has no audit committee, mark this section "N/A"*
N/A

Governmental Unit Signatures:

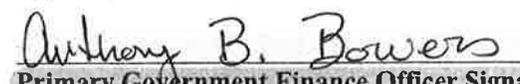
Town of Winterville
Name of Primary Government
By Douglas A. Jackson, Mayor
Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board
Signature Date 1/17/17

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

Pre-Audit Certificate to be completed if the Primary Government audit fee is changed in the Amended Contract:

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

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

By Anthony B. Bowers
Primary Governmental Unit Finance Officer:
Type or print name

Primary Government Finance Officer Signature
Date 1-11-2017
(Pre-audit Certificate must be dated.)
anthony.bowers@wintervillenc.com
Email Address of Finance Officer



Carr, Riggs & Ingram, LLC
127 West Boulevard
Williamston, North Carolina 27892

Mailing Address:
P.O. Box 869
Williamston, North Carolina 27892-0869

(252) 792-6081
(252) 792-8218 (fax)
www.cricpa.com

January 9, 2017

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

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

1. Management's Discussion and Analysis.
2. Law Enforcement Officers' Special Separation Allowance
3. Other Post-Employment Benefits – Retiree Health Care
4. Local Government Employees' Retirement System Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions

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

1. Individual Fund Financial Statements – Budget and Actual
2. Other Schedules – Additional Financial Data

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

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

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Town of Winterville and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Winterville's financial statements. Our report will be addressed to Town Council of Town of Winterville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Winterville is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the

appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Other Services

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

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

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

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

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other

studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

Engagement Administration, Fees, and Other

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

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

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

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency or oversight agency for the audit. If we are aware that a federal awarding agency, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

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

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

Honorable Mayor and Members of
the Town Council
Town of Winterville
January 9, 2017
Page 6

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

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

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

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

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

Cordially yours,

Carr, Riggs & Ingram, LLC

Carr, Riggs & Ingram, LLC

RESPONSE:

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

Management's Signature: Anthony B Bowers
Title: Finance Director
Date: 1-11-2017

Honorable Mayor and Members of
the Town Council
Town of Winterville
January 9, 2017
Page 7

Governance Signature: Dorofae A. Jacha
Title: Mayor
Date: 1/14/17



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: February 13, 2017

Presenter: Stephen, Economic Development
Planner

Item to be Considered

Subject: Minor Ordinance Revision for the Church of the Open Door.

Action Requested: Approval of Revision.

Attachments: Application, Metes and Bounds Description, and Map.

Prepared By: Stephen Penn, Economic Development Planner

Date: 1/24/2017

ABSTRACT ROUTING:

TC

FD

TM 2/11/2017

Final 2/11/2017

Supporting Documentation

Church of the Open Door Annexation Petition.

Prior to recording the approved annexation map and metes and bounds, the engineers noticed a discrepancy. The minor inconsistency has been corrected.

- Parcel # 56163.
- Located on the west side of Reedy Branch Road. Between Forlines Road and Davenport Farm Road.
- Zoned Agricultural- Residential (A-R).
- 31.07 Acre Site.

Budgetary Impact: N/A

Recommendation: Approval of Amended Ordinance.

**METES & BOUNDS DESCRIPTION
CHURCH OF THE OPEN DOOR
TAX MAP #4675-15-1581
PARCEL #56163**

JANUARY 16, 2017

Lying and being in Winterville Township, Pitt County, North Carolina and commencing at a point located at the centerline intersection of NCSR 1126 (Forlines Road) and NCSR 1131 (Reedy Branch Road) and running thence N 18°28'17" E 831.56 feet to a point on the western road right-of-way being the common corner between Church of the Open Door and Carolina Conference of Seventh-Day Adventist, Inc., Map Book 50, Page 77, being the POINT OF BEGINNING; thence N 82°54'19" W 1,480.56 feet passing through a point at 1,180.02 feet and 1,400.29 feet to no point set in the centerline of Swift Creek; thence with the centerline of Swift Creek N 09°00'38" W 655.76 feet to no point set in the centerline of Swift Creek; thence leaving Swift Creek N 86°37'03" E 1,931.02 feet passing through a point at 24.57 to a point on the western road right-of-way of NCSR 1131 (Reedy Branch Road) being the common corner between Deed Book 2214 (Church of the Open Door) and Deed Book 358, Page 355 (James J. Ferenczy) thence with the western road right-of-way of NCSR 1131 (Reedy Branch Road) S 21°03'49" W 663.17 feet passing through a point at 435.89 feet to a point; thence S 20°44'30" W 102.27 feet to a point; thence S 19°26'20" W 243.87 feet to a point being the POINT OF BEGINNING containing 31.07 acres more or less, being a portion of the property described in deed book 2214, page 128 recorded in the Pitt County Registry, and shown on an annexation plat by Rivers & Associates, Inc. drawing number Z-2620, dated 01/12/2017 incorporated herein by reference.



Town of Winterville
Annexation Ordinance Amendment

Ordinance No: 16-0-3

Property Annexed: Church of the Open Door

Ordinance Adopted: February 13, 2017

Effective Date: March 1, 2017

Mail to:

Town of Winterville
PO Box 1459
Winterville, NC 28590-1459

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

CHURCH OF THE OPEN DOOR

WHEREAS, the Town Council has been petitioned under NCGS 160A-31 to annex the area described below; and

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

WHEREAS, the Acting Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Winterville Town Hall at 7:00 pm on January 9th after due notice was given by publication on December 28, 2016; and

WHEREAS, the Town Council finds that the petition meets the requirements of NCGS 160A-31;

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

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described territory is hereby annexed and made part of the Town of Winterville as of February 1, 2017:

CHURCH OF THE OPEN DOOR

Beginning at a Point, Said Point being in Winterville Township, Pitt County, North Carolina and commencing at a point located at the centerline intersection of NCSR 1126 (Forelines Road) and NCSR 1131 (Reedy Branch Road) and running thence N 18°28'17" E 831.56 feet to a point on the western road right-of-way being the common corner between Church of the Open Door and Carolina Conference of Seventh-Day Adventist, Inc., Map Book 50, Page 77.

Thence, from said POINT OF BEGINNING, N 82°54'19" W 1,480.56 feet passing through an existing point at 1,180.02 feet and 1,400.29 feet to no point set in the centerline of Swift Creek;

Thence, with the centerline of Swift Creek N 09°00'38" W 655.76 feet to no point set in the centerline of Swift Creek;

Thence, leaving Swift Creek N 86°37'03" E 1931.02 feet passing through a point at 24.57 feet to a point on the western road right-of-way of NCSR 1131 (Reedy Branch Road) being the common corner between Deed Book 2214 (Church of the Open Door) and Deed Book 358, Page 355 (James J. Ferenczy);

Thence, with the western road right-of-way of NCSR 1131(Reedy Branch Road) S 21°03'49" W 663.17 feet passing through a point at 435.89 feet to a point;

Thence, S 20°44'30" W 102.27 feet to a point;

Thence, S 19°26'20" W 243.87 feet to a point being the POINT OF BEGINNING containing 31.07 acres more or less, being a portion of the property described in Deed Book 2214, Page 128 recorded in the Pitt County Register of Deeds, and shown on an annexation plat b Rivers & Associates, Inc. drawing number Z-2620, dated 01/12/2017 incorporated herein by reference.

Section 2. Upon and after March 1, 2017, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Winterville and shall be entitled to the same privileges and benefits as other parts of the Town of Winterville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10.

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

Adopted this the 13th day of February, 2017.

Douglas A. Jackson, Mayor

ATTEST:

Amy Parker Barrow, Acting Town Clerk

North Carolina

Pitt County

I hereby certify that the foregoing is a true and accurate copy of an ordinance duly adopted by the Town Council of the Town of Winterville, North Carolina, at a meeting held on January 9, 2017 at 7 o'clock p.m. at the Town Hall in the Town of Winterville.

IN WITNESS WHEREOF I have hereunto set my hand and have caused the official corporate seal of the Town of Winterville to be affixed, this ____ day of _____, 2017.

Amy P. Barrow, Acting Town Clerk

North Carolina

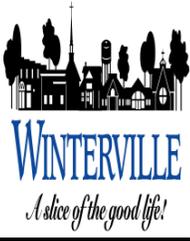
Pitt County

I, Kristin L. Godley, a Notary Public, do hereby certify that Amy P. Barrow, Acting Town Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purpose therein expressed.

WITNESS my hand and notarial seal this ____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: February 13, 2017

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

Item to be Considered

Subject: Zoning Ordinance Text Amendment on Off-Premise Advertising Signs

Action Requested: Applicant requests adoption of the requested Zoning Ordinance Text Amendment.

Attachments: Copy of Application and supporting materials; Planning & Zoning Board Report.

Prepared By: Terri L. Parker, Town Manager

Date: 2/11/2017

ABSTRACT ROUTING:

TC

FD

TM tlp – 2/11/2017

Final tlp – 2/11/2017

Supporting Documentation

The current zoning ordinance prohibits off-premise advertising signs within the jurisdiction of the Town of Winterville. An application was submitted by Robert Moore, of Riley Outdoor, LLC for adoption of an amendment that would allow off-premise advertising signs within the General Business Zoning District, upon approval of a Special Use Permit by the Town Council. The use would also be subject to special requirements as listed within the proposed ordinance document. The Planning & Zoning Board considered the request at their March 21, 2016 meeting. After making some minor revisions to the submitted document, the Planning Board voted to recommend adoption of the requested amendment as modified by the Planning Board.

The Council held a Public Hearing on said matter in May 2016 and discussed the subject further in July 2016. No decision was reached and the Council directed Staff to study the matter further and tabled consideration of the item.

The Council voted at the January, 2017 Regular Council meeting to bring said subject back in February for discussion.

Budgetary Impact: TBD.

Recommendation: The Planning & Zoning recommends adoption of the requested amendment with the modifications made as a result of discussion; Staff recommends denial of requested amendment as currently proposed.



WINTERVILLE

A slice of the good life!

MAYOR AND TOWN COUNCIL

DOUG JACKSON, MAYOR

RONALD COOPER, SR.

TONY MOORE

JOHNNY MOYE

VERONICA ROBERSON

MARK SMITH

ADMINISTRATION

TERRI L. PARKER, TOWN MANAGER

BEN WILLIAMS, ASSISTANT TOWN MANAGER

JASMAN J. SMITH, TOWN CLERK

KEEN LASSITER, TOWN ATTORNEY

ALAN LILLEY, PLANNING DIRECTOR

ANTHONY BOWERS, FINANCE DIRECTOR

DAVID MOORE, FIRE CHIEF

EVAN JOHNSTON, PARKS & RECREATION DIRECTOR

TRAVIS WELBORN, PUBLIC WORKS DIRECTOR

RYAN WILLHITE, POLICE CHIEF

MIKE WELDIN, BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER

ROBERT SUTTON, ELECTRIC DIRECTOR

May 9, 2016



TOWN COUNCIL AGENDA

May 9, 2016 at 7:00 P.M.

WINTERVILLE TOWN HALL ASSEMBLY ROOM

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. WELCOME
- V. APPROVAL OF AGENDA 
- VI. RECOGNITION: Retirement of Sergeant Major Ryan C. Willhite from the United States Marine Corps
- VII. INTRODUCTION OF NEW EMPLOYEES
- VIII. PRESENTATIONS
- IX. PUBLIC HEARINGS

- 1. Public Hearing on the Application for a Zoning Ordinance Amendment on Off-Premise Advertising Signs 

X. PUBLIC COMMENT:

The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.

- 1. Fiscal Year 2016-2017 Non-Town Funding Requests
 - a. Mr. Greg Needham – Sheppard Memorial Library 
 - b. Ms. Jenny Lee & Agape' Adams – Rebuilding Together 
 - c. Mrs. Barbara Manning – Senior Adult Fellowship 
 - d. Mrs. Beatrice Henderson & Ms. Judy Whitehurst – Winterville Senior Citizens Club 
 - e. Mr. Alton Wadford – Watermelon Festival 
 - f. Mr. Jamie Cooper – Boys & Girls Club of Pitt County 

XI. CONSENT AGENDA:

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

- 1. Approval of May 2, 2016 Special Meeting Minutes
- 2. Approval of April 11, 2016 Regular Meeting Minutes 
- 3. Approval of March 14, 2016 Regular Meeting Minutes
- 4. Approval of February 22, 2016 Special Meeting Minutes
- 5. Approval of February 8, 2016 Regular Meeting Minutes
- 6. Approval of Proclamation for EMS Week
- 7. Approval of Proclamation for Public Works Week

8. Approval of Reimbursement for Police Vehicles and Fire SCBA equipment
9. Approval of Financing Agreement with BB&T for Police Vehicles and Fire SCBA
10. Adoption of Budget Amendment 15-16-06 

XII. OLD BUSINESS

XIII. NEW BUSINESS

1. Approval of Recreation Advisory Board Appointment 
2. Discussion of Implementation of a Farmer's Market 
3. Discussion on Teen Programs 
4. Approval of New Regional Pump Station Site 

XIV. OTHER AGENDA ITEMS

XV. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS

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

Update on Capital Projects Currently Underway:

- Water Interconnect on Worthington Road
- Regional Sewer Pump Station Project
- Nobel Canal Drainage Basin Study
- Railroad Street Sidewalk Project
- Parks and Recreation Master Plan
- Water Tank Rehabilitation Project
- Minimum Housing/Code Enforcement
- Urgent Repair Program

XVII. REPORTS FROM THE MAYOR AND TOWN COUNCIL

XVIII. ANNOUNCEMENTS

XIX. CLOSED SESSION

XX. ADJOURN

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



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: May 9, 2016

Presenter: Alan Lilley, Planning Director

Item to be Considered

Subject: Public Hearing – Application for a Zoning Ordinance Text Amendment on Off-Premise Advertising Signs

Action Requested: Applicant requests adoption of the requested Zoning Ordinance Text Amendment; Staff requests discussion during a Council Workshop for this specific item.

Attachments: Copy of Application and supporting materials; Planning & Zoning Board Report.

Prepared By: Alan Lilley, Planning Director

Date: 5/5/2016

ABSTRACT ROUTING:

TC 5/5/2016JJS

FD _____

TM tlp – 5/5/2016

Final tlp – 5/5/2016

Supporting Documentation

The current zoning ordinance prohibits off-premise advertising signs within the jurisdiction of the Town of Winterville. An application has been submitted by Robert Moore, of Riley Outdoor, LLC for adoption of an amendment that would allow off-premise advertising signs within the General Business Zoning District, upon approval of a Special Use Permit by the Town Council. The use would also be subject to special requirements as listed within the proposed ordinance document. The Planning & Zoning Board considered the request at their March 21, 2016 meeting. After making some minor revisions to the submitted document, the Planning Board voted to recommend adoption of the requested amendment as modified by the Planning Board.

Budgetary Impact: N/A

Recommendation: The Planning & Zoning recommends adoption of the requested amendment with the modifications made as a result of discussion.



ZONING ORDINANCE
TEXT AMENDMENT APPLICATION
TOWN OF WINTERVILLE

2571 Railroad Steet
P O Box 1459
Winterville, NC 28590
Phone: (252) 756-2221

Staff Use Only
Appl. # _____

APPLICANT INFORMATION:

Applicant: RILEY OUTDOOR, LLC

Address: 1968 CORNESTONE DRIVE
WINTERVILLE, N.C. 278590

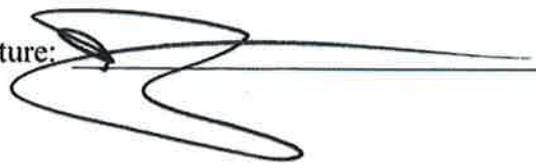
Phone #: 252-521-7666 ROBERT MOORE

TEXT AMENDMENT INFORMATION:

Zoning Ordinance Section Number and Name: 9.15 - L - Off-Premise Signs

Text Amendment Requested: See Attached

Reason For Text Amendment: Off-Premise signs also known as
billboards are a very effective mechanism for
communicating with the public. In 2005 Digital
billboards became an even more useful means
of communicating often via changing messages.

Applicant Signature: 

Date: 3-12-2016

Staff Use Only

Appl. #: 01-031416 Fee Amount \$350.00 Date Paid 03-14-2016

Planning Board Recommendation: APPROVED Meeting Date: _____
DENIED

Conditions/Comments: _____

Town Council Decision : APPROVED Meeting Date: _____
DENIED

Conditions/Comments: _____

Off-premises advertising signs are permitted only with a conditional/special use permit issued by the Town Council, no off-premises advertising signs are permitted except for Digital Billboards (or Smartboards) along and facing Fire Tower Road, this ordinance and regulations only apply to Fire Tower Road.

- a. Off Premise Advertising must be located in GB(General Business Zone) and cannot be within 500' of property zoned or developed for residential purposes.
- b. Off-premises advertising signs shall be spaced a minimum of 3,500 feet apart, measured between signs facing Fire Tower Road.
- c. Where the structural support is visible from any street, the display shall be constructed on a single steel pole.
- d. The immediate premises shall be kept free from debris or undergrowth. Appropriate landscaping shall be placed and maintained at the base of the structural support of every off premise advertising sign erected.
- e. All displays shall be maintained in a state of good repair. The backs and supporting structures of all off-premise advertising signs shall be kept painted in a neutral color to blend with the natural environment.
- f. While minor repairs, maintenance and the posting of new messages on off-premise advertising signs made nonconforming by this UDO are permitted, no changes in the size or construction of the sign shall be permitted except to make the sign comply with the requirements.
- g. Off-premises advertising signs may be placed back-to-back or in a v-type construction. Not more than one face is allowed on each side of the display.
- h. All off-premise signs must be Digital Billboards or Smartboards. Digital Billboard or Smartboard: A type of off-premise sign utilizing digital message technology, capable of changing the static message or copy on the sign electronically. A digital billboard may be internally or externally illuminated. Digital Billboards shall contain static messages only and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure. Each static message shall not include flashing, scintillating lighting or the varying of light intensity.
- i. The digital message on a Digital Billboard shall not change more than once every eight (8) seconds.
- j. Size, height and setback requirements are as follows:
- k. If all portions of this ordinance are met then the town council shall issue permit for outdoor advertising sign.

35' Maximum Height as measured from the edge of pavement to the top of sign structure.

300' Square Feet

35' Minimum Setback from Fire Tower Road

All Digital Billboards must donate a minimum of 500 ad spaces per digital face to local public service announcements with Town of Winterville announcements being given the priority.

March 21, 2016

To: Mayor and Town Council

From: Alan Lilley, Planning Director / Secretary Planning & Zoning Board

Subject: Report for March 21, 2016 Planning and Zoning Board Meeting

As recorded in the minutes of the March 21, 2016 meeting, the Winterville Planning and Zoning Board took the following actions and/or made the following recommendations:

Request for Amendment of Zoning Ordinance Article IX-Signs, Section 9.15 – Signs Expressly Prohibited, to again allow Off-Premises Signs under a proposed new set of Special Requirements for Off-Premises Signs

Following much discussion, a motion to recommend approval of the proposed amendment to the Town Council, subject to the following change: *All Digital Billboards must donate a minimum of 500 ad spaces **per digital face per day**, to local public service announcements with Town of Winterville announcements being given priority.*

The motion was carried unanimously.

End of Report.



TOWN COUNCIL

SPECIAL MEETING AGENDA

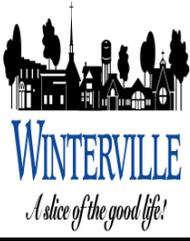
July 11, 2016

5:00 P.M.

Town Hall Assembly Room

- I. Call to Order.
- II. Invocation.
- III. Welcome.
- IV. Approval of Agenda.
- V. Discussion of Items:
 1. Allowed uses in the Agricultural Residential Zoning District;
 2. Requested Change in the Off-Premise Advertising Regulations; and
 3. Discussion of Results of Fire Department Master Plan.
- VI. Closed Session – NCGS §143-318.11(a)(6): *To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee*
- VII. Adjourn.

SPECIAL NOTICE: *The meeting is open to the public; however, public comments will not be received.*



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: July 11, 2016

Presenter: Terri L. Parker, Town Manager and
Alan Lilley, Planning Director

Item to be Considered

Subject: Zoning Ordinance Text Amendment on Off-Premise Advertising Signs

Action Requested: Council Direction

Attachments: Copy of Applicant Request for Sign; Copy of May 2016 Meeting Discussion

Prepared By: Terri L. Parker, Town Manager

Date: 7/8/2016

ABSTRACT ROUTING:

TC

FD

TM tlp - 7/11/2016

Final tlp - 7/11/2011

Supporting Documentation

The current zoning ordinance prohibits off-premise advertising signs within the jurisdiction of the Town of Winterville. An application has been submitted by Robert Moore, of Riley Outdoor, LLC for adoption of an amendment that would allow off-premise advertising signs within the General Business Zoning District, upon approval of a Special Use Permit by the Town Council. The use would also be subject to special requirements as listed within the proposed ordinance document. The Planning & Zoning Board considered the request at their March 21, 2016 meeting. After making some minor revisions to the submitted document, the Planning Board voted to recommend adoption of the requested amendment as modified by the Planning Board.

Budgetary Impact: N/A

Recommendation: Council Direction if Applicable



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: February 13, 2017
Presenter: Travis Welborn, Public Works
Director

Item to be Considered

Subject: 2017 Street Improvements Project Engineering Contract.
Action Requested: Approval of Contract.
Attachments: Engineering Proposal to be delivered prior to meeting.

Prepared By: Travis Welborn, Public Works Director

Date: 2/7/2017

ABSTRACT ROUTING:

TC FD TM tlp – 2/11/2017 Final tlp – 2/11/2017

Supporting Documentation

Staff obtained proposals from four engineering firms to perform survey, design, construction administration, and construction inspection services for the 2017 Street Improvements Project. Staff selected Ark Consulting Group from the applicants to be the Engineer for this project. Ark was also the Engineer on our recently completed 2016 Street Improvements project. The 2017 project will include street repair and patching, curb and gutter replacement, valley gutter replacement, removing and replacing the failing portion of Vernon Ave. including replacing the large “dip” in the road, and several storm drainage replacements and improvements including Cannon Rd. and Craft Winds.

Budgetary Impact: All engineering for this project will be paid for out of the Powell Bill account. The Engineering line item will need to be supplemented from the street resurfacing line item to cover the cost of the Engineering contract.

Recommendation: Approval of Contract with Ark Consulting Group.

February 8, 2017

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

Subject: Engagement for Engineering Services
Town of Winterville
2017 Street Improvements
Town of Winterville, Pitt County, North Carolina

Dear Mr. Welborn:

Ark Consulting Group, PLLC, (CONSULTANT), is pleased that the Town of Winterville, (CLIENT), has asked our firm to provide assistance during the design and permitting phases of your project.

Nature of Relationship. Our objective is to provide high quality services to our clients at a fair and reasonable cost. This relationship must be one of mutual respect and trust. If you have any questions at all concerning the terms of this engagement, our ongoing handling of your project, or about any issue relating to an invoice that is unclear or appears to be unsatisfactory, we invite your questions and comments.

Project Understanding. It is our understanding that the Town of Winterville will from time to time require consulting services regarding such items as (but not limited to) feasibility studies, site design and permitting, stormwater design and permitting, utility design and permitting and roadway design and permitting. Initially, the Town of Winterville has requested that Ark Consulting Group assist in preparing construction plans and specifications for street improvements in various parts of Town. As such, Ark Consulting Group proposes the following scope of services.

Scope of Services

Task 1 – Boundary and Topographic Survey:

- a) Perform a project walk through with the Public Works Director to establish finite survey limits prior to beginning field topographic survey work.
- b) Survey work shall be limited to those areas designated for roadway and / or drainage improvements in Gayle Boulevard, Cannon Road, Rosewood Drive, Primrose Lane and Vernon Avenue. Using existing recorded subdivision plats as control, tie into existing property corners to establish property lines and public rights of way.
- c) Provide a topographic survey and mapping of the project areas for use in preparing construction drawings. Elevations to be taken on a 50-foot grid with a one-foot contour interval. Spot elevations to be taken along back of curb of existing adjacent streets on 25' intervals; along top of bank, toe of slope and centerline of ditches. Top and invert elevations of existing drainage structures shall be gathered as well as existing pipe sizes and

materials. Utilities to be located based upon above ground features, available record drawings, and NC 811 utility locates.

- d) Survey will be performed by Gary S. Miller & Associates, PA.

Task 2 – Construction Plans & Technical Specifications:

- a) Perform a project walk through with the Public Works Director to establish the extents of pavement repairs prior to beginning construction document preparation.
- b) Street improvements shall be performed as indicated on Attachment II.
- c) Prepare Construction Drawings and Technical Specifications consisting of plans and profiles for storm drainage improvements, plan view for street improvements with pavement sections for proposed street repairs, including submittal to local and state agencies having jurisdiction in the approval and/or design of such improvements.
- d) Construction Drawings are anticipated to be prepared at 11"x17" format and will be included in project manual with technical specifications and front end documents. Plans for street repairs will be prepared using available aerial photography and tax map information.
- e) Street and storm drainage improvements to conform to Town of Winterville standards.

Task 3 – Bidding and Negotiations:

- a) Prepare front end documents for Owner / Contractor Construction Agreement based upon EJCDC standard document format.
- b) Assist with solicitation of contractor proposals based upon formal bidding.
- c) Issue addenda / provide clarifications as required.
- d) Review contractor proposals and provide recommendation of award to Owner.
- e) Prepare Owner / Contractor Construction Agreement.

Task 4 – Construction Administration Phase:

- a) Attend Preconstruction Conference and prepare written minutes for distribution to Owner and Contractor.
- b) Attend Progress Meetings as appropriate (estimated at 2 meetings) and be available to review questions with Owner and Contractor.
- c) Provide periodic inspection of the street and storm drainage improvements (estimated at 12 site visits).
- d) Review Shop Drawing submittals.
- e) Review Contractor Pay Requests.
- f) Attend the final inspections for the project (1 pre-final inspection with the Contractor and 1 final inspection with the Owner and Contractor).

Additional Services

Ark Consulting Group can also be available to provide additional services on a case by case basis. Such services could include (but not limited to) the services itemized below. Should the Town of Winterville request Ark Consulting to provide additional services, they will be confirmed in writing. A fee and schedule will be developed with each request.

1. Submittal / Permit Fees / Printing costs (except in-house use)
2. Design of off-site improvements such as utility, storm drainage or roadway improvements.
3. Design and/or permitting of utility main extensions.
4. Easement mapping and / or acquisition.
5. Geotechnical services.
6. Environmental services.

Schedule: Base Scope: Ark Consulting will complete Tasks 1 and 2 of the Base Scope and submit the documents to the Client for review within 6 weeks of execution of this agreement. Tasks 3 and 4 will commence as mutually agreed upon in writing by the Client and Consultant.

Fee and Schedule: Our fees are based primarily on the hourly rate for each engineer and technical staff devoting time to your project. Fees will be billed according to the attached rate schedule, which is subject to annual adjustment in December of each year. As to these tasks, direct reimbursable expenses will be billed at cost plus 15%. The fee estimates for Tasks 1 through 4 of the Base Scope are provided below. Ark Consulting Group will not exceed this fee estimate without written authorization from the Client.

Fees and expenses will be invoiced on a monthly basis, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

Basic Scope Fee

Task 1 – Boundary & Topographic Survey	Lump Sum	\$7,680.00
Task 2 – Construction Plans & Technical Specifications	Lump Sum	\$13,820.00
Task 3 – Bidding and Negotiations	Lump Sum	\$3,590.00
Task 4 – Construction Administration	Hourly (Estimated)	\$7,310.00

Anticipated Fees for Basic Scope (not included in fee):

1. Printing	\$500.00
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Closure: In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference.

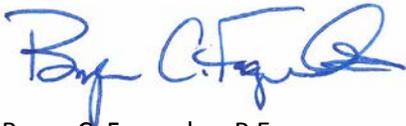
Ark Consulting Group, in an effort to expedite invoices and reduce paper waste, submits invoices via email in pdf format. We can also provide a paper copy via regular mail if requested. Please provide the following information.

_____ Please email all invoices to _____

_____ Please copy _____

We appreciate the opportunity to submit this Agreement for your review and consideration. If you find this acceptable, please sign each copy and return one copy to our office. We will begin work upon your notice to proceed.

Respectfully submitted,
Ark Consulting Group, PLLC



Bryan C. Fagundus, P.E.
Principal

ACCEPTED BY:

Town of Winterville

Ark Consulting Group, PLLC

By _____

By  _____

Printed Name _____

Printed Name Bryan C. Fagundus, PE

Title _____

Title Principal

Date _____

Date February 8, 2017

- Attachment I – Standard Provisions
- Attachment II – Project Areas
- Attachment III – Standard Rates

ARK CONSULTING GROUP, PLLC
STANDARD PROVISIONS
ATTACHMENT I

(1) **CONSULTANT'S SCOPE OF SERVICES AND ADDITIONAL SERVICES.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Unless otherwise agreed to in writing, other direct expenses will be billed at 1.15 times cost.

(2) **CLIENT'S RESPONSIBILITIES.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **PERIOD OF SERVICES.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **METHOD OF PAYMENT.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **USE OF DOCUMENTS.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **OPINIONS OF COST.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **TERMINATION.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **INSURANCE.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **STANDARD OF CARE.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **CERTIFICATIONS.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **DISPUTE RESOLUTION.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **HAZARDOUS SUBSTANCES AND CONDITIONS.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **CONSTRUCTION PHASE SERVICES.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT AND SUBCONTRACTING.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **CONFIDENTIALITY.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **MISCELLANEOUS PROVISIONS.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attachment II

1. Little Drive by Pine Trees
2. Gaylord Street
3. Linden Lane
4. Vernon Avenue - Topographic Survey Required - 200' up Vernon Avenue each way and 100' up Drexel Lane
5. Church Street (Sewer)
6. Gayle Storm Drain - Topographic Survey Required - Single Road Crossing
7. Cannon Road Storm Drain - Topographic Survey Required
8. Rosewood Storm Drain - Topographic Survey Required - Single Road Crossing
9. Ange Street/North Valley Gutter
10. Ange Street Patch
11. Oakwood Drive
12. Calla Lilly Lane/Fox Glove Drive
13. Chapman Street
14. Church Street Curb and Gutter by Ange Street House
15. Depot Street between Town Hall and Fire Department
16. Craft Winds Storm Drain
17. Beckett Circle

**ARK CONSULTING GROUP, PLLC
STANDARD RATES
EFFECTIVE JANUARY 1, 2017
ATTACHMENT III**

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$145.00
Project Manager	\$130.00
Project Engineer	\$100.00
Design Engineer	\$90.00
Planner	\$80.00
Designer	\$80.00
CAD Technician	\$55.00
Project Administrator	\$60.00
Resident Project Representative	\$65.00
Administrative Assistant	\$40.00
Intern Tech	\$30.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expenses	Cost
 <u>PRINTING COST:</u>	
18" X 24" Bond	\$1.25 per sheet
24" x 36" Bond	\$2.00 per sheet
30" x 42" Bond	\$3.00 per sheet
18" x 24" Mylar	\$12.00 per sheet
24" x 36" Mylar	\$20.00 per sheet
8.5" x 11" B&W	\$0.05 per side
8.5" x 11" Color	\$0.25 per side
11" x 17" B&W	\$0.10 per side
11" x 17" Color	\$0.50 per side



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: February 13, 2017

Presenter: Stephen, Economic Development
Planner

Item to be Considered

Subject: Consideration of Appointment of Planning and Zoning Members.

Action Requested: Appointment of Members as Requested.

Attachments: Copies of Applications will be handed out at the Meeting.

Prepared By: Stephen Penn, Economic Development Planner

Date: 2/9/2017

ABSTRACT ROUTING:

TC

FD

TM 2/11/2017

Final 2/11/2017

Supporting Documentation

The Planning and Zoning Board is made up of ten (10) regular members and two (2) alternate members. Eight of the regular members and one alternate members shall reside within the corporate limits of the town at the time of their appointment. They shall be appointed by the Council. Two of the regular members and one alternate member shall reside outside of the corporate limits of the town but within the limits of the ETJ at the time of their appointment. They shall be appointed by the County Board of Commissioners.

We ask to appoint the following to three year terms on the Planning and Zoning Board effective immediately (with term expiration being July 2019).

- Rondy Flemming. Regular Member. (within City Limits)
- Dawn Poaletti. Alternate Member. (within City Limits)

The following members are up for reappointment and Staff requests that Council reappoint as such: John Demary, John Hill, Margie Crawford, Peg Cliborne, Gregory Monroe, Willie Hines, Robert Briley, and Douglas Kilian.

Budgetary Impact: N/A

Recommendation: Appointment of the members to three (3) year terms.