



TOWN COUNCIL AGENDA

March 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. **PRESENTATIONS:**
 1. "Do the Right Thing" Program – Chief Ryan Willhite, Police Department.
- VII. **PUBLIC HEARINGS:**
 1. Public Hearing on Parking and Traffic Changes on Railroad Street.
- VIII. **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. Alton Wadford, Winterville Watermelon Festival.
- IX. **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. December 12, 2016 Regular Meeting Minutes.
 2. January 9, 2017 Regular Meeting Minutes.
 3. Approval of Contract with Taser International for Body Cameras for Police Officers.
 4. Reappointments for the Winterville Planning and Zoning Board.
 5. Budget Amendment.
- X. **OLD BUSINESS:**
 1. Final approval - Ordinance Amendment - Parking Prohibited: adding the south side of Cooper Street.

2. Approval for implementation of a Farmer's Market.
3. Amendment to Town Council Rules of Procedures.

XI. **NEW BUSINESS:**

1. Set a Meeting for Town Manager's Performance Review.

XII. **OTHER AGENDA ITEMS.**

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

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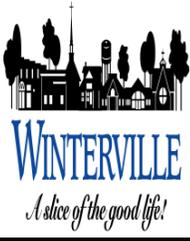
XV. **REPORTS FROM THE TOWN ATTORNEY, MAYOR AND TOWN COUNCIL, AND TOWN MANAGER.**

XVI. **ANNOUNCEMENTS:**

1. Planning and Zoning Meeting – 7:00 pm - Monday, March 20, 2017, Town Hall Assembly Room.

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 Abstract**

Item Section: Presentations

Meeting Date: March 13, 2017

Presenter: Ryan Willhite, Chief of Police

Item to be Considered

Subject: ***“Do the Right Thing”*** Program – Winterville Police Department

Action Requested: Endorsement of Said Program.

Attachments: Information regarding the Program will be handed out at the Meeting.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 2/21/2017

ABSTRACT ROUTING:

TC

FD

TM 2/28/2017

Final 2/28/2017

Supporting Documentation

The Winterville Police Department would like to inform council and citizens of a community program that will begin in April 2017. This program, called ***“Do the Right Thing,”*** recognizes children for going above and beyond what would normally be expected of our youth.

A powerpoint and presentation will be given to outline the program in addition to corporate and private support.

Budgetary Impact: TBD.

Recommendation: Council Endorsement.

NOTICE OF PUBLIC HEARING
Town of Winterville

NOTICE IS HEREBY GIVEN that the Winterville Town Council will hold a Public Hearing on Monday, March 13, 2017 at 7:00 p.m. in the Town Hall at 2571 Railroad Street, in order to consider the following:

Discuss and receive public comments regarding the proposed changes to the portion of East and West Railroad Street located between Depot Street and Main Street to a one-way street.

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

Persons having an interest in this matter and desiring to speak either for or against the requested changes are invited to be present and will be given an opportunity to be heard. For further information, contact Town Managers Office at (252) 215-2340.



2571 Railroad Street
P.O. Box 1459
Winterville, NC 28590

Phone: (252) 215-2340
Fax: (252) 215-2450
www.wintervillenc.com

3/3/2017

Greetings Downtown Property/Business Owner,

We appreciate your input and thoughts pertaining to our downtown traffic and parking study. From the responses, the downtown property and business owners preferred one-way traffic with angled parking as described in "Option 1" of the previous letter. This description is shown below. The Town of Winterville will hold a public hearing at our Regular Council Meeting Monday, March 13, 2017 at the Town Hall. Please feel free to speak in favor or against the option described below and on the attached map.

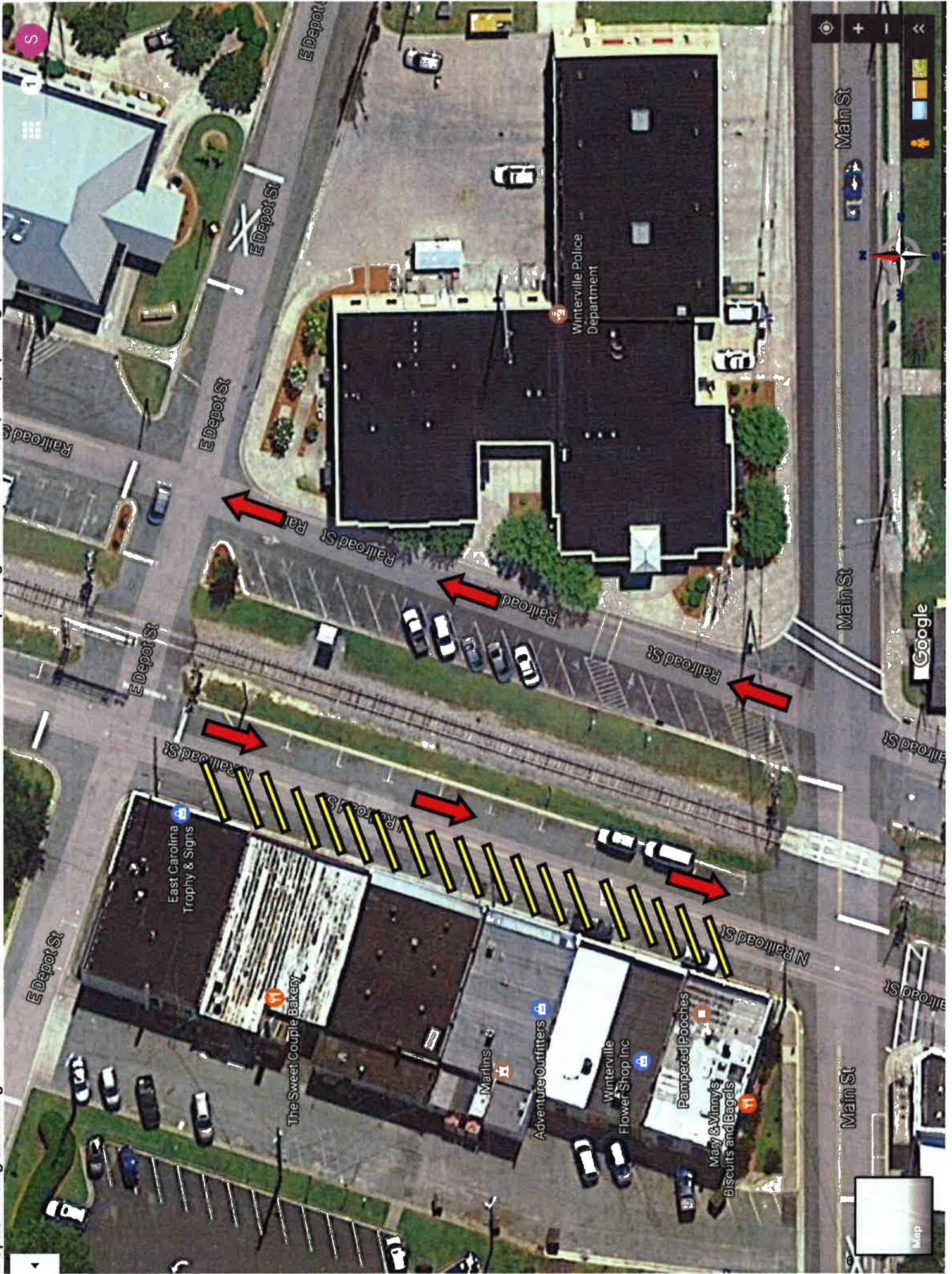
- Angled parking with one-way traffic: (Option 1 Map)
 - Create angled parking on the west side of the railroad tracks (the side with the businesses).
 - Parking spaces would be drawn towards the businesses curb- so that nobody would have to cross the traffic to get to the businesses.
 - This would allow for roughly 16 angled parking spaces on the west side of the railroad track between Depot Street and Main Street (similar to the parking design for the Winterville Police Department side). There are currently 21 parallel parking spaces. The parallel parking spaces are on both side of the street. Thus, in total, there would be a loss of roughly five (5) parking spaces.
 - There will not be a change on the Police Department side except we will re-angle the parking lines for north-bound traffic.

Feel free to contact the Town Manager's Office with any questions or concerns you may have about the Public Hearing at 252-215-2340.

Best Regards,

Amy Barrow
Executive Staff/HR Assistant
Acting Town Clerk
Town of Winterville
2571 Railroad Street
Winterville, NC 28590
Office: (252) 215-2340
amy.barrow@wintervillenc.com

Option 1: Angled Parking towards businesses on West side of the railroad tracks. Similar to parking at the Police Station, except parking would face businesses.





2571 Railroad Street
PO Box 1459
Winterville, North Carolina 28590

|||||
BRATT RENTALS LLC
2580 RAILROAD ST
Winterville, NC 28590

A slice of the good life!

2571 Railroad Street
PO Box 1459
Winterville, North Carolina 28590

|||||
Business Owner
2580 RAILROAD ST
Winterville, NC 28590

A slice of the good life!

2571 Railroad Street
PO Box 1459
Winterville, North Carolina 28590

|||||
Gregory & Karla Allen
PO BOX 611
Winterville, NC 28590



WINTERVILLE

A slice of the good life!

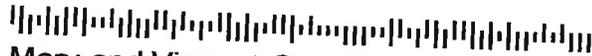
2571 Railroad Street
PO Box 1459
Winterville, North Carolina 28590



Business Owner
2582 RAILROAD ST
Winterville, NC 28590

A slice of the good life!

2571 Railroad Street
PO Box 1459
Winterville, North Carolina 28590



Mary and Vincent Graceffa
2600 RAILROAD ST
Winterville, NC 28590

2571 Railroad Street
PO Box 1459
Winterville, North Carolina 28590



Mary and Vincent Graceffa
401 MAIN ST
Winterville, NC 28590



WINTERVILLE

A slice of the good life!

2571 Railroad Street
PO Box 1459
Winterville, North Carolina 28590

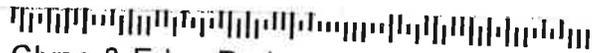


Business Owner
2586 RAILROAD ST
Winterville, NC 28590

2571 Railroad Street
PO Box 1459
Winterville, North Carolina 28590



Business Owner
2592 RAILROAD ST
Winterville, NC 28590



Clyne & Edna Barber
2490 RED FORBES RD.
Winterville, NC 28590



WINTERVILLE

A slice of the good life!

2571 Railroad Street
PO Box 1459
Winterville, North Carolina 28590



Business Owner
2590 RAILROAD ST
Winterville, NC 28590



WINTERVILLE

A slice of the good life!

2571 Railroad Street
PO Box 1459
Winterville, North Carolina 28590



Business Owner
2588 RAILROAD ST
Winterville, NC 28590



TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: Alton Wadford

Date: 02/28/2017

Address: Winterville, NC 28590

Phone: (252) 378-5344

Town Council Meeting Date Requesting to Provide Comment: March 13th Regular Meeting

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

2017 Winterville Watermelon Festival

Name(s) of Speaker(s):

(1) Alton Wadford

(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.

Alton Wadford
Signature

Print

Save

Submit



**Winterville Town Council
December 12, 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 Mark Smith, which was followed by the Pledge of Allegiance. The following were present:

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

WELCOME: Mayor Jackson welcomed the public.

APPROVAL OF AGENDA: Manager Parker ask that an item be added as #3 to New Business – Approval of Requests for Jean Anne and Jamie L. Keeter Utility and Sidewalk Easement – 2578 Mill Street.

A motion made by Councilman Smith and seconded by Councilwoman Roberson to approve the agenda as amended. The motion carried unanimously.

PUBLIC COMMENT:

Glenn Johnson – Mr. Johnson, resident of Winterville, appeared to recognize the Public Works Department and its employees for their hard work and dedicated to the Town. He specifically referenced an incident where Public Works employees assisted him with the process for solid waste pickup.

Doug Kilian – Mr. Killian, Bethanna Court, appeared to request that Council consider the installation of sidewalks in the older parts of Winterville, Boyd Street, Cooper Street, Ange Street and Ange to Cooper and back to the Winterville Recreation Park. Mr. Kilian acknowledged that he knows many of the streets that are in Town are State streets, but he believes the citizens are Winterville citizens first.

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

1. Receive petition requesting annexation of Old Tar Village Lot 7 and adopt a Resolution directing the Town Clerk to investigate the sufficiency of the petition.
2. Schedule a Public Hearing on the annexation petition of the Reedy Branch Mini-Storage's additions on Parcel #81736 for January 9, 2017.

Motion made by Mayor Pro-Tem Smith and seconded by Councilman Cooper to adopt the Consent Agenda. The motion carried unanimously.

OLD BUSINESS:

1. **Nobel Canal Drainage Basin Study Update:** Assistant Manager Williams informed and Public Works Director Welborn presented updated information to Council on the referenced Drainage Basin Study in order to meet a funding deadline found in Item #1 under New Business. The Town received a \$35,000 matching grant (\$35,000 from the Town for a total of \$70,000) from the NC Division of Water Resources to perform a study on said drainage basin (300+ acres). Part of the study included running a hydraulic model on the piping in the Railroad area of the Basin. The map below depicts which piping is undersized in a 2/10 year storm event:





Assistant Manager Williams informed the Council that the Stabilization Project (funding) that the Town applied, which included the specific area of the Nobel Canal located behind the Good Hope Church off Mill Street was not selected in the latest funding round. He further stated that the project being discussed tonight referenced a larger area of the Drainage Basin, and the funding requested would be from the same Agency (NC Division of Water Resources) that funded the Drainage Basin Study and some stabilization is included in the application being discussed.

Public Works Director Welborn then discussed the area presented that includes predominately the infrastructure under Railroad Street and downstream. He stated that repairing this area would be extremely expensive so Staff has broken it down into four (4) phases. The map below depicts the phases as presented:

Preliminary Layout (displayed by color):

- **Orange/Red:** Phase 1 - Section 5: Stabilizing areas of Nobel Canal from Chapman Street to Mill Street; replacing and or adding a new culvert on Mill Street to Railroad Street a trunk line to carry the majority of the water; work downstream to upstream to avoid having the bottleneck in the downstream area by repairing upstream lines first; project over \$1 million.

- **Seafoam:** Phase 2 - Section 4: Working from the downstream to upstream; stabilize by putting in a new line to take off the burdensome flow through the existing pipe; work along Railroad Street replacing and upsize the failing pipes that are currently leading to the flooding, sinkholes and falling curb and gutter; three (3) small pipes under the Railroad Tracks not strong enough to handle all of the water flow; project over \$1.2 million.
- **Purple and Yellow:** Phase 3 - Section 1 & 2.
- **Green:** Phase 4 - Section 3.



- Councilman Moore stated the previous Town Engineer used the Powell Bill fund to replace all of the pipes under Railroad Street with smaller pipes than what was originally installed.
- Public Works Director Welborn stated the depth in the area is difficult to get anything larger under the Railroad tracks; the Engineering firm, as well as, Assistant Town Manager Williams have discussed taking some of the water from the Northside of the crossing and divert it to a new crossing a couple hundred (100) feet to the North. Railroad Street improvements need to be done to help with the flooding issues in the area.
- Councilman Cooper asked Public Works Director Welborn if the \$1 million is over the grant or the price without a grant.
- Public Works Director Welborn responded that the grant would be a matching 50/50 grant so the Town would be responsible for 50%, and Phase 2 would be over \$1.2 million that the Town would be responsible for paying in full unless the funding agency is willing to support and fund those sequential phases.

- Assistant Manager Williams responded the grant amount the Town will be asking for requires that the agency request a separate line item appropriation from the agencies budget from the Legislature, so we are trying to package the information in a timely manner to be able to review and package it up in the agencies budget request in the Spring to hopefully fund in July. Other sources that may be utilized for the Town's share of the money are Stormwater Fund, Powell Bill Fund, General Fund and/or long-term loans possible.
- Councilman Cooper wanted to know if Phase 1 was able to be shortened due to the large cost.
- Public Works Director Welborn stated if the Town took the approach not to complete Phase 1 there would be no benefit to the project at all, as Phase 2 is more critical due to the failures and must complete Phase 1 first for the water to have somewhere to flow.
- Mayor Pro-Tem Smith questioned the cooperation between the Railroad Company CSX and the Town for the project.
- Public Works Director Welborn explained that the CSX group had very strict guidelines to follow when digging around the railroad tracks. The preliminary design should meet most of the needs; however, some of the guidelines are impossible to meet in the area proposed.
- Councilman Moore asked if the water could be moved in another direction.
- Public Works Director Welborn stated the water would have to be pumped to send another direction.
- Councilman Moore wanted to know if pumping the water would be a cheaper alternative.
- Public Works Director Welborn explained that it would not be cheaper long-term since the Town would have to have a pump station that would be expensive and the maintenance would be constant due to debris from the ditches.
- Assistant Manager Williams stated the failing network along Railroad Street being within the CSX's right of way, if left alone would potentially damage the railroad tracks.
- Mayor Pro-Tem Smith questioned whether the Town gets the permission from CSX before applying for the funding or apply for the funding first.
- Assistant Manager Williams informed Council that Staff is in talks with NC Department of transportation (NCDOT) and CSX along with funding at the same time to move the project forward. As for the funding, the Town is not committed until the funds are offered and we accept.
- Public Works Director Welborn reiterated that the presentation is a study phase at this time and nothing has been designed currently; also, Phase 2 only covers the Eastside of Railroad Street and not the Westside.
- Councilman Moore spoke about a home on Sylvania Street flooding during the last Hurricane and wanted to know if there were any homes along Railroad Street that flooded.
- Public Works Director Welborn was not sure if there were any homes along Railroad Street affected by the last Hurricane. Went on to discuss the efforts staff has performed while trying to clean out the pipes around Town to increase the flow capacity of the existing pipes. Many hours and a slow moving process due to lots of sediment and sludge in the pipes.
- Assistant Manager Williams talked about the process of cleaning 2000 feet of pipe and 1000 feet of ditch took thirteen (13) days, three (3) men, one (1) Vac truck, one (1) excavator, one (1) pump and one (1) dump truck at a cost of \$22,500 to put in prospective what \$120,000 from the Stormwater fund would cover. Possible use a Stormwater Bond Referendum along with the additional funding discussed previously.
- Councilman Moore mentioned the Knox property being a location used for a retention pond.
- Public Works Director Welborn stated discussions with the engineer have already taken place concerning the possibility of a retention pond at the Knox location that is currently for sale. At this time, Staff is concentrating on one area to try to get some grant money, although there are several areas throughout Town that need the attention.

- Assistant Manager Williams the information presented is to only provide and update for the upcoming request to adopt an authorizing resolution to file the grant application.
 - Councilman Moye wanted to know what the next step would be in the process for the Westside project since the project was denied by the funding agent.
 - Assistant Manager Williams explained there are components of stabilization in Phase 1 for the Nobel Canal. There will need to be some stabilization done in the area along the canal between Chapman Street and Mill Street should a fall out line be added.
2. **Hillcrest Bathroom Renovation.** Parks and Recreation Director Johnston presented the bid results for the renovations for the Hillcrest Park bathroom renovations. The proposed project was put out for bid twice as not enough bids were received the first time. The second bid process produced one (1) bid and five (5) no-bids. Pinnacle Construction was the only contractor to submit a bid for the project.

Parks and Recreation Department
Request for Bid: Hillcrest Park Restroom Renovation

BASE BID

1. Removal of existing restroom fixtures including, but not limited to, sinks, urinals, toilets, shelving, toilet paper dispensers, liquid soap dispensers, air fresheners, hand towel dispensers, and hand rails.
2. Removal of existing stall partitions and doors.
3. Removal of ceiling vent/fan.
4. Removal of ceiling lights.
5. Removal of men's and women's restroom door and casing.
6. Installation of new restroom fixtures. Fixtures include sinks (2), urinals (1), toilets (3), electric hand dryers (2), jumbo roll toilet paper dispensers (3), soap dispensers (2), and hand rails (2 sets).
 - a. Sinks, urinals, toilets, hand dryers, and soap dispensers must have battery powered hands-free sensors. Sinks, urinals, and toilets should also have push button for manual flush.
7. Installation of new stall partitions/doors. Must be high density polymer, or equivalent. Color to be approved by Project Manager.
8. Addition/installation of partition between urinal and sink in men's restroom.
9. At least one of each restroom fixture and at least one stall (partitions/doors in men's & women's) shall meet ADA requirements for accessibility.
10. Installation of new ceiling vent/fan.
11. Installation of new strip lights, including cages.
12. Installation of new men's and women's restroom door and casing.
13. Paint exterior doors/casings. Color to be approved by Project Manager.
14. Install fiberglass reinforced plastic (FRP) panel on interior restroom wall and ceiling. Color to be approved by Project Manager.
15. Removal of existing water fountain
16. Installation of new ADA compliant water fountain.
17. Removal of existing concrete walk around restroom exterior.
18. Installation of new concrete walk around restroom exterior. New walkway shall meet with adjacent walking trail.

ALTERNATES:

Alternate 1 – Interior Floor Coating

1. Strip existing interior floor coating.
2. Install new interior floor coating.
3. New floor coating shall be H & C Shield-Crete Garage Floor Epoxy, or equivalent. Color to be approved by Project Manager.
4. Install in accordance with manufacturer's instructions.

Alternate 2 - Interior Floor Tile

1. Strip existing interior floor coating.
2. Install tile, covering entire floor space,
3. Tile shall be American Olean Fusion Cotto 12"xl2" porcelain, or equivalent. Color to be approved by Project Manager.
4. Grout shall be TEC Power Grout, or equivalent. Color to be approved by Project Manager.
5. Install in accordance with manufacturer's instructions.

Alternate 3 –Ductless Split HVAC

1. Shall be sized to adequately heat and cool each restroom. Require one system per restroom unless otherwise approved.
2. The split-system shall be a multi-zone outdoor condensing unit and indoor factory-fabricated single-zone draw-through air-handling unit. Both indoor and outdoor unit shall be by the same manufacturer.
3. Acceptable manufacturers: Mitsubishi, Sanyo, Carrier, Panasonic, Trane, and LG.
4. Provide for connection to electrical service.
5. Install units with vibration installation.
6. Install units on concrete base.
7. Prepare start-systems.
8. Provide initial start-up.
9. Supply initial charge of refrigerant and oil for each refrigerant circuit. Replace losses of refrigerant and oil.
10. Install in accordance with manufacturer's instructions.

Town of Winterville
Hillcrest Park Restroom Renovation Bid Tabulation

Description	Pinnacle Construction Enterprises
Base Bid	\$ 43,463.00
Alternate 1	\$ 2,750.00
Alternate 2	\$ 5,970.00
Alternate 3	\$ 8,800.00
TOTAL	\$ 60,983.00

No-Bid

1. Custom Building Company
2. T.D. Goodwin Construction
3. Hudson Brothers Construction
4. Stocks & Taylor Construction
5. C A Lewis

Note: Original bid opening was November 21st at 2:00 p.m. Only one qualified bid received. Re- advertised bid opening was December 5th at 11:00 a.m. Only one qualified bid received.

Councilman Moyer made a motion to accept the base bid along with alternate two (2) and three (3) from Pinnacle Construction. Motion seconded by Councilwoman Roberson. Motion carried unanimously.

- Parks and Recreation Director Johnston stated the total cost for the items chosen by Council would be \$58,233.
3. **Update on Junk Vehicle Report. Police Chief Willhite** reported that the Police Lieutenants along with the Chief investigated vehicles that fit the junk vehicle description and the number was surprising. The department receives several complaints from citizens, and the department sees vehicles that are obvious all the time. During the investigative work, the group stopped counting at 150 vehicles, which are found all over the Town in many subdivisions. Some vehicles have no tag at all, some have expired registrations from 1 year to 3 years, some vehicles without tags seem to be nice vehicles, citizens may not have the extra money to insure the vehicle; however, the vehicle still fits the current description of a junk vehicle. The department's enforcement of the junk vehicle ordinance has historically been complaint driven; however, the department is working on a comprehensive plan for identification taking a systematic approach going block by block for every area. Some citizens will conform and others we will have to take further action to deal with the junk vehicle. Staff had to go on the property, as some of the vehicles are backed into the property.
- Manager Parker stated anything over one vehicle is supposed to be in the rear of the home, and not able to be seen from the abutting property, only one vehicle allowed to be covered, any additional has to be in an enclosed facility.
 - Police Chief Willhite reiterated the Ordinance states "in the rear the vehicle properly covered and not visible to the abutting property", and to actually have the vehicle not be visible from the abutting property is very challenging.
 - Councilman Moore suggested charging a fee to allow the homeowner to keep the vehicle on the property.
 - Chief Willhite recommends that the Ordinance has the correct verbiage; however, the department just needs to have a better enforcement plan. Currently the numbers are high and when enforcement starts to ramp up hopefully the word will get out to residents to start taking action to get the vehicles in compliance.
 - Chief Willhite a covered vehicle with a tarp in the front looks worse than a vehicle with no tags.
 - Councilman Cooper wanted to know if the Chief and the Town Attorney could review the Ordinance and recommend changes to enforce the Ordinance in the January meeting.
 - Chief Willhite and Attorney Lassiter reiterated the Ordinance has the correct verbiage; the department just needs to take action to enforce the current Ordinance.
 - Councilman Moyer questioned the process for notifying the resident about the vehicle not being in compliance.
 - Police Chief Willhite explained the procedures for enforcing the Junk Vehicle Ordinance as tagging the vehicle is the first step; second step is an Officer will knock on the door to let you know the vehicle is in violation and give the resident options to take care of the problem; third step if contact cannot be made would be to send a certified letter; and the final step would be for the Police department to have the vehicle towed from the residents if still not in compliance.
 - Councilwoman Roberson recalls the process when she was notified about a vehicle in her yard that needed to be taken care of before the Police department had to take action. The process is

adequate and just needs to be enforced. Some of the residents that have had vehicles sitting in the yards for years may have previously been notified.

- Manager Parker stated the previous practice may have been the resident is notified and the vehicle may not be have been pulled off the property due to a wishes of the Town at that time.
- Attorney Lassiter reiterated that once notification has been given that the vehicle is in violation the resident is given ample time to correct the violation before action is taken by the Police department.
- Manager Parker explained that a lien is put against the property for the cost incurred by the Town for having the vehicle towed.
- Councilman Moyer questioned the process once a vehicle has been towed from a resident's property, would the vehicle then become Town property. Would the Town then have ownership and be able to have someone buy the vehicle from the Town for profit.
- Manager Parker explained the vehicle would still have a title and for the Town to gain ownership there would a lot of paperwork involved, and the Town would only want to recoup the total cost paid by the Town, including any storage fees incurred on the vehicle.
- Attorney Lassiter once the Town tows the vehicle, the Town would recoup the cost of the towing; however, the Town would not be able to keep the full amount of surplus if the amount exceeded the towing cost of the vehicle.
- Manager Parker reminded Council this was just an update on a plan of action for handling junk vehicles moving forward.

NEW BUSINESS:

1. **Railroad Street Stormwater Improvements – DWR Grant Application.** Assistant Manager Williams spoke to Council about filing a grant application with DWR for Railroad Street Stormwater Improvements. Resolution authorizing the filing of an application for funding through the NCDENR – Division of Water Resources – Water Resource Project Development Program. With funding assistance from the NCDEQ – Division of Water Resources, the Town is conducting a drainage study for the Nobel Canal Drainage Basin. As a part of this study, the Town's consulting engineer reviewed the condition and capacity of the existing storm drainage infrastructure along the railroad tracks on Railroad Street. Due to failing pipes, there are numerous sinkholes and potholes in the vicinity of Town Hall and WH Robinson Elementary School. This is a safety hazard for pedestrians and vehicles alike. Railroad Street is also subject to flooding during heavy rain events. The proposed construction project will replace the failing stormwater piping along Railroad Street east of the railroad tracks from Worthington Street south towards Town Hall. This project will also include repair of the damaged street/asphalt as well as the curb and gutter network. If awarded the grant, the Town will be responsible for providing a 50% match of the total cost. Application due date is January 1, 2017.

A motion was made by Councilwoman Roberson to approve the Resolution to file the grant application for funding through NCDENR-Division of Water Resources. Motion seconded by Mayor Pro-Tem Smith. Motion carried 4-1 (Moore opposed).

2. **No Parking Zoning in Front of Winterville Library.** Public Works Director Welborn spoke of an email received from Greg Needham, Libraries Director concerning the drop box for book returns and mailbox for the Library being blocked by vehicles parking in the area. A request was made to make the area a no parking zone between the crosswalk and the driveway.

A motion was made by Councilman Moore and seconded by Councilwoman Roberson to approve the no parking zone between the crosswalk and the driveway in front of the book drop off area at the Winterville Library. Motion carried unanimously.

- 3. Approval of Compensation for the Acquisition of a Utility Easement. Public Works Director Welborn** spoke to Council about the acquisition of a utility and sidewalk easement from property owners Jean Anne and Jamie L. Keeter at 2578 Mill Street for \$1500 to replace a sanitary sewer main that is currently on Mill Street.

A motion was made by Councilman Moore and seconded by Councilwoman Roberson to approve the request to acquire the easement for \$1500. Motion carried unanimously.

OTHER AGENDA ITEMS.

- Councilman Moore wanted a report on the parking situation on Railroad Street. Manager Parker reported on a conversation with business owner Tim Avery concerning the petition regarding parking in the Downtown changing from parallel to angle parking on both sides of the street in addition to changing the direction on Railroad Street to one-way on both sides. There is no formalized petition at this time; however, after discussions with Tim Avery staff will be contacting downtown business owners asking questions about the preference for parking. Tim Avery indicated, after speaking with the business owners, the majority of the owners are not interested in the loading and unloading zone in the proposed location on Railroad Street. Staff will survey the current business owners and bring back the information in January's regular meeting.
- Councilman Moore requested an update on the Fire Department items previously discussed. Manager Parker informed Council that Councilman Moore was speaking of the email sent out to all Council members concerning his question from November's meeting on how much salary money is available in this year's budget from unfilled positions. Finance Director Bowers crunched the numbers and the current amount is \$52,945.40 available. Manager Parker reiterated to the Council that the money is a one-time occurrence and would not be available next fiscal year. Councilman Moye questioned how many employees would that cover. Fire Chief Moore stated the additional coverage would be for nighttime and weekends. That would fill one position with part-time employees. Manager Parker explained that the Town currently covers seven (7) in the morning and (7) at night Monday – Friday with part-time people. Councilman Cooper wanted to know what would happen after the six (6) months when the positions gone away, what happens next department is right back where it is today. Councilman Moore stated the Council would look at the budget for the next fiscal year, try it out for six (6) months and then look at the budget to see when the time comes to make a decision. Mayor Jackson wanted to know how many calls have been missed because there was no to respond. Fire Chief Moore informed the Council that no call ever been missed since 1951; there may be only one (1) or two (2) people to respond; however, no call has been missed. The department has fallen short of the state requirement of four (4) people on calls several times. Councilman Moye asked how many people needed around the clock per shift. Fire Chief Moore stated four (4) would be the ideal situation made up of full-time, part-time and volunteer to meet the ISO rating. Councilman Moye questioned Fire Chief Moore about how many employees would be required on a full staff. Fire Chief Moore stated a full staff would be between twelve (12) and fifteen (15) employees for a 24 hour paid service. Councilman Moye wanted to know what the salary would be for the full-time staff. Fire Chief Moore estimated about mid to upper \$30,000 range.
- Councilman Moye stated the reason for these questions is there has not been a response from the Rural Fire Department and personnel is the main issue with the Fire Department. If the

Rural Fire Department and the Winterville Fire Department are not going to combine, then the Town needs to consider budgeting for a full-time paid fire department staff.

A motion made by Councilman Moore and seconded by Councilwoman Roberson to take \$46,000 over six (6) months to have twenty-four (24) hour funding of part-time engineer at the Fire Department. Motion carried 4-1 (Moye opposed).

- Councilman Moore wanted to know if the Recreation League 13-15-year-old league was moving forward.

A motion made by Councilman Moore and seconded by Councilman Moye to ask Pitt County Schools to fund half the cost for the installation of lights on the AG Cox Field. Motion carried unanimously.

- Mayor Pro-Tem Smith questioned whether the Winterville League would have their own All-Star team. Parks and Recreation Director Johnston stated currently Greenville would have an all-star league and Pitt County would have an all-star league and not Winterville. Mayor Pro-Tem Smith asked that Parks and Recreation Director Johnston find out if Winterville would be able to have an all-star league of their own. Parks and Recreation Director Johnston stated Winterville is currently under the County Charter and Ripken requires above nine (9) teams in a league must split into two divisions in this case there would be a Greenville division and the County division; however, not sure if Winterville would be a separate division under the current charter. Staff will investigate to see if Winterville is allowed to have their own all-star league.
- Councilman Moore questioned the number of houses on the list for being condemned. Assistant Manager Williams stated there were five (5) on the list. Attorney Lassiter stated there used to be about 8-9 homes on the list and now it is down to 5 homes on the list.

REPORTS FROM ATTORNEY, TOWN MANAGER, DEPARTMENT HEADS AND TOWN COUNCIL:

Councilman Moye requested an update on the street light project around Town.

Assistant Manager Williams stated new lights have been installed on all of the major thoroughfares around Town, such as Main Street, Cooper Street, Mill Street, Church Street and Worthington. Staff has received positive feedback from many residents. Staff will bring back a detailed map of the LED lights budgeted for this year and locations in the next meeting. WH Roberson and Ag Cox schools requested the new LED lights which have been installed.

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



Capital Project Update

December 12, 2016



Capital Project Update – December 2016

- GUC Water Interconnection (Worthington Road)
- Regional Sanitary Sewer Pump Station
- Nobel Canal Drainage Basin Study
- Street Resurfacing
- Elevated Water Tank Rehabilitation
- NTE – Kings Mtn. Energy Center

GUC Water Interconnection (Worthington Rd.)

- System Operational
- Project Close-out with Contractor



Capital Project Update
November 11, 2016

Regional Sanitary Sewer Pump Station

- Property/Easement Acquisition On-Going



Capital Project Update
November 11, 2016

Nobel Canal Drainage Basin Study

- Survey Complete
- Hydraulic Model analysis conducted
- Reviewed Initial Finding with Consultant
- Held meeting with funding agency



Capital Project Update
December 12, 2016

Street Resurfacing

- Project is still underway
- Boring Contractor – Completed Bore
- Remaining Item – Channel Drive



Capital Project Update
December 12, 2016

Elevated Water Tank Rehabilitation

- Next Milestone - Design and Bid Package to be submitted by May 2017.



Capital Project Update
December 12, 2016

NTE – Kings Mountain Energy Center: Assistant Manager Williams gave an update on the progress with the new electric plant (NTE) in Kings Mountain. He stated that everything is progressing on schedule. Councilman Moore asked how much power will be using from said plant and Assistant Manager Williams remarked 14 MWh out of 475 MWh. The first “fire” of the system is scheduled to happen around May, 2018. Assistant Manager Williams reported that Staff will be travelling to Savannah, Ga. at the end of the month to tour the Mitsubishi Plant in order to see the turbine that will be installed at the Kings Mountain facility.

Urgent Repair Program: Manager Parker stated that there was no new update on this item currently except to say that the first round of repairs should be nearing completion. There was no progress meeting held in November, but the next one should be in January and Staff will be passing along information at that time.

Chief Ryan Willhite – Police Department: Chief gave an update on the 2016 Shop with a Cop Program that the Police Department is conducting. This will be the 2nd year of the event in Winterville. Last year eight (8) children were serviced and this year the Program will expand to eleven (11). The schedule is as such: Chick-fil-a will serve breakfast/Shopping/Wrap Presents/Sam Jones will serve lunch/all while listening to Christmas music and having good fellowship. The children who were identified are all local whose names were submitted by area Schools. Councilwoman Roberson asked what time lunch would be and Chief responded 11 or 12. Councilwoman Roberson commended the Chief on his presence at the PCC Law Enforcement Facility Ribbon Cutting. Mayor Jackson commended the Chief on the Shop with a Cop Program.

Evan Johnston, Director – Parks and Recreation Department: Director Johnston thanked everyone for any and all assistance on the Tree Lighting Ceremony/Council Reception and Christmas Parade. Director Johnston reported that Cal Ripken baseball registration would begin January 2nd and the Annual Daddy/Daughter Dance would be held on February 17th. Brittany Washington was nominated for Outstanding Young Professional with the State Parks and Recreation Association and came in second. Councilwoman Roberson thanked Director Johnston for the Department’s hard work.

Councilman Moyer: Commended the Fire Department on the house burn/training that occurred over the weekend. He noted 4-5 different Departments assisting in the effort.

Attorney Lassiter: No report but wished everyone a Merry Christmas and Happy New Year.

Councilman Moore: Reported that he did make communication about potential land for park facilities. He thanked Staff for the Christmas lights and the Parade. Councilman Moore would like for the Town to consider inviting the new School Principals in the near future and wished everyone a Merry Christmas.

Councilwoman Roberson: Thanked everyone for their hard work all year and wished everyone a Merry Christmas and Happy New Year.

Councilman Smith: Wished everyone a Merry Christmas.

Councilman Moye: Wanted to state why he voted against hiring full-time Fire Department personnel – he stated he wanted to make sure that we have done everything we can to set a meeting with the

Councilman Cooper: Thanked Assistant Manager for meeting with him last Wednesday. Those involved in decorating the Assembly Room. Thank the Police Chief for participating in the BLET ribbon cutting ceremony. Wished everyone a Merry Christmas.

Town Manager Parker: Wish everyone a good safe holiday season.

Mayor Jackson: Merry Christmas to everyone. Staff really makes me proud. Congratulations Staff and Merry Christmas.

ANNOUNCEMENTS:

1. Planning and Zoning Meeting – December 19, 2016 – 7 pm – Town Hall Assembly Room.
2. Christmas Holiday – December 23, 26, and 27, 2016 – Town Offices Closed.
3. New Year’s Holiday – January 2, 2017 – Town Offices Closed.

Having no further business to come before the Council the meeting adjourned. A motion was made by Councilman Moore and seconded by Councilman Cooper to adjourn the meeting. Motion carried unanimously.

Adopted this the 13th day of March, 2017.

Douglas A. Jackson, Mayor

ATTEST:

Amy P. Barrow, Acting Town Clerk



**Winterville Town Council
January 9, 2017
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 Mayor Pro-Tem Smith, which was followed by the pledge of allegiance. The following were present:

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

WELCOME: Mayor Jackson welcomed the public.

APPROVAL OF AGENDA: Request by Town Manager Parker to remove Closed Session as there is nothing new to report from Staff. Mayor Jackson requested to proceed with a short Closed Session due to additional information recently received.

A motion made by Councilman Moore and seconded by Mayor Pro-Tem Smith to approve the Agenda as presented. The motion carried unanimously.

PROCLAMATIONS:

1. **Proclamation Honoring Dr. Martin Luther King, Jr.**

A motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the Proclamation Honoring Dr. Martin Luther King, Jr. The motion carried unanimously.

2. **Proclamation recognizing the month of January 2017 as Human Trafficking Awareness and Prevention Month.** Victoria Johnson represented the Pitt County Coalition against Human Trafficking caseworker with Salvation Army along with Keith Letchworth with Trillium Health asking all Municipalities for signing the Proclamation bringing awareness to the problem with Human Trafficking in Eastern North Carolina

A motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the Proclamation recognizing the month of January 2017 as Human Trafficking Awareness and Prevention Month. The motion carried unanimously.

PRESENTATIONS:

1. Presentation of the Annual Audit Report for the FY Ending June 30, 2016 – CRI, LLC.

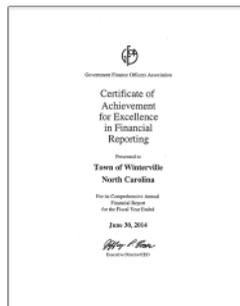
Finance Director Bowers introduced Lowell Taylor with Carr, Riggs and Ingram, LLC an independent audit firm that the Town contracts to come in and review financial operations and financial stability such as internal controls and policies. Lowell Taylor presented the Comprehensive Annual Report – CAFR this is the seventh (7th) year Carr, Riggs & Ingram, LLC has completed the Audit for the Town of Winterville.

COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2015



CARR, RIGGS & INGRAM, LLC

COMPREHENSIVE ANNUAL FINANCIAL
REPORT (CAFR)



- Sixth year to apply to Government Finance Officers Association for Certificate of Achievement for Excellence in Financial Reporting.
- Goes beyond minimum requirements of GAAP.
- Includes:
 - Introduction (p.4-12)
 - Financial (p.13-108)
 - Statistical (p.109-133)
 - Compliance (p.134-138)

CARR, RIGGS & INGRAM, LLC

Government Finance Officers Association Awards a Certificate of Achievement for Excellence in Financial Reporting, which usually is awarded in the Spring for the 2016 Report; the one pictured is for 2015's Report.



- Unmodified opinion (clean opinion) on basic financial statements and certain supplemental schedules.
- Highest level of assurance we can offer that the financial statements are fairly stated in all material respects
- We did not audit the introductory and statistical sections and do not express an opinion on them.



**REPORT ON INTERNAL CONTROL
(YELLOW BOOK – PAGE 135-138)**



- Review internal control over financial reporting to design our audit, test compliance with certain laws, contracts, etc. and other matters, but not to provide opinion on internal control or compliance.
- One significant deficiency was identified in retirement contributions relating to longevity pay.
- One material noncompliance was identified in expenditures exceeding appropriations for principal retirement and interest expense.

Required when the Town receives Federal or State assistance over \$100,000 less than \$500,000 if all Federal money increased up to \$750,000; if the Town goes over that amount a single audit would be required additional testing on those programs.



REQUIRED COMMUNICATIONS



Sensitive estimates include:

- Estimated useful life of capital assets (page 49)
 - Ranges from 5 – 30 years
- Allowance for doubtful accounts (page 54)
 - Governmental activities, Taxes: \$40,242
 - Business-type activities, Utilities: \$133,630
- Local Government Employees Retirement System (pages 60-64)
 - Net Pension Liability (Asset): (\$309,970)

Town's doubtful taxes is estimated at \$38,000; Business-type activities is estimated at \$128,000; Pension disclosures and estimates were over funded last year and this year was under funded Town's share of the estimated liability is \$231,000 for the Retirement Funding; Law Enforcement Separation Allowance booked \$216,000 estimated liability total unfunded liability is \$455,000 allowing the Town to pick this up and get on the books overtime; Post-Employment Benefits booked \$672,000 liability for Health Insurance total unfunded liability is \$1.5 million; which is based on when the Town hires an employee, the Town must prepare for the full cost of what will have to be paid out when the employee retires ; Compensated Assets such as Vacation, Sick Leave estimated based on current salaries at year end which is subject to change when people take the time off what the employees payrate is at the time.

REQUIRED COMMUNICATIONS, CON'T

- Town adopted GASB 68, Accounting and Reporting for Pensions
- No difficulties encountered in performing the audit
- Corrected and uncorrected misstatements *(pages 10-20)*
- No disagreements with management
- Management representations *(pages 21-25)*
- No management consultations with other Independent Auditors

CARR, RIGGS & INGRAM, LLC

REQUIRED COMMUNICATIONS, CON'T

- Other audit findings or issues
 - Separate management letter issued *(pages 27-29)*



CARR, RIGGS & INGRAM, LLC

A few findings Internal Control Matters that our firm calls improvement point items:

- Significant deficiency:
 - journal entry that was reversed twice, one from the prior year;
 - Reviewing Service Organization Controls – Outsourcing the IT department being hosted in the Cloud; Town is still responsible for monitoring the contractor and there

are different kinds of reports that can be provided by the contractor to show the controls are working; currently receiving a Service Organization Control Report which states the company has controls as of a certain date; however, needs to test over periods of time; testing and monitoring needs to be completed throughout the year; also some of the monitoring and back-up is done by other intities so reports are needed from the different agencies for those items.

FUND BALANCE AVAILABLE AND CASH & INVESTMENTS

	GF Fund Balance Available	General FBA as a % of GF Expenditures	Cash & Investments – All Funds	Investment Earnings
June 30, 2015	6,331,810	100.88%	13,477,360	18,127
June 30, 2014	5,327,233	87.21%	12,051,564	18,760
June 30, 2013	4,397,713	75.57%	11,170,643	19,992
June 30, 2012	3,929,239	59.18%	9,252,683	31,520
2014 Peer Group Average per LGC Pop. 2500-9999	2,920,699	54.21%		

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The unassigned fund balance has decreased a \$200,000 from last year due to Streets projects, Parks and Recreation, Housing Program



PROPERTY TAX COLLECTIONS

	Assessed Valuation	Tax Rate	Collected	Excluding Motor Vehicles	Motor Vehicles Only
June 30, 2015	743,185,053	0.00475	99.12%	99.00%	100.00%
June 30, 2014	756,681,473	0.00475	98.30	98.37	97.89
June 30, 2013	712,714,316	0.00475	97.21	98.32	88.44
June 30, 2012	719,980,222	0.0045	96.94	98.16	86.65
2014 Peer Group Average per LGC Pop. 2500-9999		0.00399	97.36	97.58	94.82

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WATER & SEWER FUNDS



	Total Operating Revenues	As a % of Total Water & Sewer Operating Revenues				Net Income before Capital Contributions
		Total Operating Expenses	Operating Margin	Transfers In/(out)		
June 30, 2015	3,136,560	91.00	9.00	-0-	8.09	
June 30, 2014	2,426,265	104.02	(4.02)	-0-	(4.91)	
June 30, 2013	2,382,535	97.66	2.34	-0-	(0.21)	
June 30, 2012	2,348,786	79.16	20.84	(18.50)	0.50	
2014 Peer Group Average per LGC Pop. 2500-9999	2,592,737	101.50	(1.50)	(3.60)	(6.40)	
Average for All with Electric per LGC	8,004,432	87.8	12.20	(0.02)	6.50	

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ELECTRIC FUND



	Total Operating Revenues	As a % of Total Electric Operating Revenues				Net Income before Capital Contributions
		Electric Power Purchases	Other Operating Expenses	Operating Margin	Transfers In/(out)	
June 30, 2015	6,686,499	56.75	30.55	12.70	(2.82)	8.55
June 30, 2014	6,353,946	65.23	27.16	7.62	(3.62)	2.37
June 30, 2013	6,356,205	57.66	27.07	15.27	(2.12)	11.37
June 30, 2012	6,433,135	87.17	21.29	20.54	(8.76)	9.93
2014 Median per LGC - All Other Units with Elec. Sys.	3,672,670	68.60	22.90	9.30	(5.30)	2.90

CARR, RIGGS & INGRAM, LLC

QUESTIONS



CARR, RIGGS & INGRAM, LLC

- Councilwoman Roberson wanted to know how much of Fund Balance is assigned.
- Lowell Taylor stated \$1.31 million assigned for the Streets Projects; Public Safety is \$83,000; Recreation is \$20,000; Housing is \$27,600 –some is restricted/non-spendable, like inventory, about \$30,000 in the General Fund; Total Fund Balance Assigned/Restricted is about \$2.6 million; \$1.4 million is restricted by State Statute not to get below; about \$5.2 million is Unassigned funds.
- Finance Director Bowers wanted to thank the staff of Carr, Riggs and Ingram, LLC. for outstanding work on the very thorough detailed and long process; important process that Finance has the utmost confidence in the numbers Lowell Taylor and Staff present to the Council.

2. Presentation/Update on LED Light Project: Assistant Manager Williams presented to the Council an update on the LED Light Pilot Project Councilman Moye requested at the previous meeting. A large map was presented to the Council showing the Town's street light locations, which there are a total 756 street lights on the Town's electric system; 529 are the old style cobrahead incandescent lights; 45 are decorative style lights in the downtown area, as well as, Blackstone and Brookfield Subdivision; 182 LED lights. Town's initial phase along the Kennedy Street, Hillcrest residential area and along Church Street extension down toward the Town's Operation Center. The first phase was a learning experience on the style, projection pattern, manufacturer with regard to installation effort, feedback from Staff on what Staff liked and the ease of installing the lights. Second phase installed more LED lights along Main Street, Forbes Avenue, and Coopers Pointe Subdivision to get a feel for what the LED lights look like along thoroughfares, side streets and neighborhoods. Staff received some feedback from residents in the neighborhoods, all positive reviews from walkers and passerbys come through the area at night. Final phase was a larger effort putting the LED lights on major thoroughfares and along the schools and interior to the school; filled up Main Street, Old Tar Road, Cooper Street, Church Street, Boyd Street, and again the schools with the LED Lights. Process began last calendar year since Council budgeted last year for the continuation of installing LED lights around Town, the plan for this fiscal year is to request a little bit more money to infill the interior area that we already have lights, working subdivision by subdivision to replace current lights, as well as, replacing lights that have burned out. Reminder that the simple payback on these lights is about 4 – 6 years depending on the wattage, the lights have a life expectancy of 10 plus years; so there will be 5 – 6 years the Town is making money from the lights.

- Mayor Pro-Tem Smith questioned whether Staff has received any negative feedback on the LED lights.
- Assistant Manager Williams stated not to Staff's knowledge has anyone received any negative feedback on the LED lights. Electric Director Robert Sutton even went out at night riding through areas where the lights have been replaced and rolled down his window to ask individuals thoughts on the new lights.
- Councilwoman Roberson spoke about the difference in the new lights being brighter and covering more area than the first lights that were installed.
- Assistant Manager Williams in the first phase Staff did a preinstallation light monitoring with a light reader and then came back later did a night time reading with the new lights. At that time Staff was toying with projection patterns and now the lights are throwing out more light in a broader area.

- Councilman Moyer questioned whether or not the customers are being notified that the lights are being changed out.
- Assistant Manager Williams in the first phase Staff sent out surveys, second phase door hanger notices, and in the third phase Staff did not notify mainly because the location is along the thoroughfares. During the next phase in the neighborhoods, Staff may send out mailers, notice on the website or notice in the bills letting citizens know Staff will be working in the areas for changing-out lights.
- Councilman Moyer wanted to make sure that notification is given to the citizens, due to previous negative feedback received in the beginning of the project by a citizen.

PUBLIC HEARING:

1. Public Hearing on the Annexation petition of the Church of the Open Door. Economic Development Planner Penn spoke to Council concerning an Annexation Petition Application received from the Church of the Open Door Parcel # 56163 located on the west side of Reedy Branch Road between Forlines Road and Davenport Farm Road, which is currently zoned Agricultural-Residential (A-R) on a 32.24 acre site.

- Councilman Moore questioned whether the Town would be able to supply utilities to the church instead of Greenville Utilities (GUC) if the Town added the verbiage to the request. When the Town took in the last Non-Profit the deal was the Town would supply the entity with utilities, as the Town would not be able to supply water since Bell Arthur is a federally funded agency.
- Electric Director Sutton stated the Town would not be able to supply the utilities without an increase in the Town's infrastructure. The territorial issues as the Town has experienced in the past, currently there is not a territorial agreement in place after several attempts made by the Town.
- Manager Parker interjected that by law if the entity is currently being served electricity, the Town does not have the right to request a change.
- Electric Director Sutton reiterated what the Town Manager had stated, that if the opposing electric company has an electric pole within 300' of the parcel. Town does not have the right to request a change in services.
- Attorney Lassiter stated if the entity were requesting the change then the Town would be able to address the issues; however, unless the Town has infrastructure in the vicinity currently then the Town would not be able to make the request.
- Councilman Moore questioned if the Town annexed the Church could the church require the Town to serve water and sewer within two years.
- Attorney Lassiter no the entity would not be able to require the Town to provide sewer within two (2) years.
- Manager Parker that is if the entity does not currently have services provided or if the entity is an involuntary annexation, which the Town does not currently participate in involuntary annexations.

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

No one spoke.

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

- **Douglas Kilian** (Bethanna Court, Winterville) (Planning and Zoning Board member) stated he sees no benefit to the Town by annexing the Church property; the Church is an exempt organization with no income to the Town. The Town may be required to provide police services at the Town's expense. Opposed to the annexation request for Church of the Open Door.

Mayor Jackson declared the Public Hearing closed.

- Mayor Jackson questioned whether Reedy Branch Road is not in the City Limits, as the Church requires an officer to be available on Sunday mornings to direct traffic in and out of the Church.
- Manager Parker stated Reedy Branch is in the City Limits, and the Church could request the Town provide an officer for traffic control; maybe not require the Town to provide an officer.
- Councilman Moore wanted to know what the Planning Board had to say about the Annexation.
- Economic Development Planner Penn stated Annexation petitions do not go before the Planning Board.
- Mayor Pro-Tem Smith wanted to verify that the Church could request an officer to provide traffic control; however, the Town does not have to grant the request.
- Manager Parker informed the Council that is correct the Town does not have to grant the request unless there is a legitimate Police call for assistance.
- Councilwoman Roberson asked if the Police have been assisting with traffic control at the Church.
- Manager Parker stated historically the Officers might have assisted; however, there was a stop made to that practice a long time ago.

A motion made by Councilman Moye and seconded by Mayor Pro-Tem Smith to approve the Annexation Request for the Church of the Open Door. The motion carried 3-1 (Councilman Moore opposed).

2. **Public Hearing on the Annexation petition of Laurie Meadows Subdivision, Phase 3.** Economic Development Planner Penn spoke to Council concerning an Annexation Petition Application request received for Laurie Meadows Subdivision, Phase 3 Parcel #'s 36357, 22753, and 82118 located off Laurie Ellis Road, which is located near the rear section of Laurie Meadows on 14.11 Acres and zoned R-10 CUD. This property will increase the tax base for the Town if annexed.

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

No one spoke.

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

No one spoke.

Mayor Jackson declared the Public Hearing closed.

A motion made by Councilman Moore and seconded by Mayor Pro-Tem Smith to approve the Annexation Request for Laurie Meadows Subdivision, Phase 3. The motion carried unanimously.

3. Public Hearing on the Annexation petition of Reedy Branch Mini-Storage's additions on Parcel # 81736. Economic Development Planner Penn spoke to Council concerning an Annexation Petition Application request received Reedy Branch Mini-Storage Parcel # 81736 located on Reedy Branch Road behind the existing Reedy Branch Mini-Storage units on 1.39 acres and zoned Industrial. This property will increase the tax base for the Town if annexed.

- Mayor Jackson asked if the property in question wraps around the present building that is already at the location, not the Mini-Storage the building next door. He stated this could cause a problem if that is the case. Economic Development Planner Penn stated the property in question does go behind the building next door to the Mini-Storage facility.
- Manager Parker reiterated that Police and Fire would still have access to the building, so there should be no ingress/regress challenge on the property.
- Mayor Jackson wanted to know if the current building owner wanted to expand the property is already annexed and not available.
- Economic Development Planner Penn stated the property in question is located behind the building next door to the Mini-Storage facility; however, the property to be annexed meets with the primary property owned by the Mini-Storage at a point, which would hinder the other owner from being able to expand the building next door without acquiring the property from the Mini-Storage owner.

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

No one spoke.

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

No one spoke.

Mayor Jackson declared the Public Hearing closed.

A motion made by Councilman Moore and seconded by Mayor Pro-Tem Smith to approve the Annexation request for Reedy Branch Mini-Storage. The motion carried unanimously.

4. Public Hearing on Ordinance Amendment Regarding Microbreweries. Economic Development Planner Penn spoke to the Council concerning the potential microbreweries could offer the Town should Council allow the Ordinance Amendment regarding Microbreweries in the Town. After much research, throughout the State Microbreweries have been popping up and are being used as an economic tool in several cities. Microbreweries are starting to move to the eastern part of the state, as you will see Kinston, Farmville, Downtown Greenville (Dickinson Avenue especially), Tarboro

and Rocky Mount have used the Microbreweries as a revitalization tool and economic development tool for their Town. Microbreweries tend to attract high-end restaurants, boutiques, entertainment and arts to the area. The economic impact in 2014 alone was over \$2 billion, which was a 138% increase from the previous year. Jobs are significant and high tax output from Microbreweries.

Zoning Ordinance Amendment

(Wine and Craft Beer Store, Microbrewery/Brewpub, & Regional Brewery)

Town Council Meeting

January 9, 2017

Wine & Craft Beer Store

- A retail store that sells specialty alcoholic beverages that is not intended for the on-premises consumption except for (sampling- 2 ounce tastings) an on-site tasting room or tap room.



Wine & Craft Beer Store

- Definition for tasting room/ sampling room/ tap room: A taste/ sampling/ tap room allows for the on-premises consumption of malt beverages and is limited to only serving two-ounce tastings and constitutes an accessory and incidental use to the primary retail use of the wine and beer store.



Wine & Craft Beer Store

Permitted in:

Use Type	L	SK	A-R	R-20	R-15	R-12.5	R-10	R-8	R-6	M-R	D-1	GB	G-R	I-C	CD	I	SR
Wine & Craft Beer Store (Retail Store)	3											X	X	X	X	X	

- Central Business
- General Business
- Intermediate Commercial
- Neighborhood Commercial
- Industrial

(Similar to Arts and Craft Retail Sales; Grocery stores; or Tobacco Stores)

- Councilman Moya questioned whether the Town currently has a zoning for a wine & beer craft store, as wine tasting already takes place in Sam's Club and you have to provide an ID to sample the wine. Economic Development Planner Penn stated that he is not aware of there currently being in areas of the Town zoned for a wine & beer craft store.
- Manager Parker informed Council that Staff would look into the current practice by Sam's Club offering samples under Sam's current zoning requirements.
- Councilwoman Roberson questioned the ability to purchase craft beer at Sam Jones BBQ and how that is affected by the zoning.
- Economic Development Planner Penn interjected that the difference with Sam Jones BBQ being able to sale craft beer is that the beer is intended to be consumed on property and not be consumed off premises, unlike a purchase from a wine & beer craft store that only allows a small sampling and then the bottle is to be consumed off premises.

Microbrewery/ Brewpub

- Microbrewery: A brewery that produces less than 15,000 barrels (17,600 hectoliters) of beer per year with 75 percent or more of its beer sold off-site. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and, directly to the consumer through carry-outs and/or on-site tap-room or tasting room.

Microbrewery/ Brewpub

- Brewpub: A restaurant-brewery that sells 25 percent or more of its beer on site. The beer is brewed primarily for sale in the restaurant and bar. The beer is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer "to go" and /or distribute to off-site accounts.

Microbrewery

Permitted in:

Use Type	LU	SK	A-R	R-20	R-15	R-12.5	R-10	R-8	R-6	M-R	O-I	C-B	G-B	I-C	C-N	I	SR
Microbrewery/ Brewpub (Retail Taproom)	3										C	X	X	X		X	23

- Central Business
- General Business
- Intermediate Commercial
- Industrial
- (Conditional Use in O&I.)

(Similar to ABC Sales for On Premise Consumption or Restaurants (w/o Drive-through))

Special Requirement 23:

SR 23. ABC Sales for On Premises Consumption; Bars

a. Property Separation. No such establishment shall be located within two hundred (200) feet of a church, elementary or secondary school, public park, or residentially zoned property.

b. Frontage. The main entrance of the building shall be toward property zoned for nonresidential uses.

c. Parking. Parking areas related to the establishment shall be located no closer than thirty (30) feet to the property line of abutting residentially zoned property.

Trollingwood In Greenville, NC (Microbrewery)



- Economic Development Planner Penn spoke to the Council about the impact microbreweries have had in surrounding areas. Trollingwood located on Dickinson Avenue in Greenville, which has done a great job with revitalizing the downtown area. An upscale restaurant has located beside the microbrewery, as well as, other business in the area are working on facelifting their buildings in the area. A PerformanceArt Building is supposed to be locating across the street from the microbrewery.

Hams- Greenville, NC (brew Pub)



Koi Pond- Rocky Mount, NC (Microbrewery)



- Economic Development Planner Penn stated Koi-Pond is an example of a small Microbrewery.

Regional Brewery

A brewery with an annual beer production of between 15,000 (fifteen thousand) and 6,000,000 (Six Million) barrels.



The Duck-Rabbit Craft Brewery- Farmville, NC



- Economic Development Planner Penn spoke to Council about The Duck-Rabbit Craft Brewery located in Farmville, NC, and the different events that take place at the brewery; such as live bands performing. There is a tap room on site; however, The Duck-Rabbit Craft Brewery generally sends the beer all over.

Mother Earth- Kinston, NC



- Economic Development Planner Penn another example of a brewery assisting with the revitalization of an area would be Mother Earth in downtown Kinston. Several highend restaurants have followed Mother-Earth into the downtown Kinston area. Economic Development Planner Penn stated the Planning Board unanimously approved for the Town Council Recommendation at a previous Board meeting to approve the Ordinance Amendment for Wine & Craft Beer Store, Microbrewery/Brewpub and Regional Brewery in the Town of Winterville.
- Councilwoman Roberson questioned the neighborhood commercial use zoning for the Wine & Craft Beer Store, when the classification was made on of the considerations was concerning traffic in the neighborhood and I just do not feel that type of business should be allowed in neighborhood commercial unless on the edge of the neighborhood area.
- Economic Development Planner Penn informed Council that nieghborhood commercial was added to the use, as Grocery Stores are allowed in that district and customers are able to purchase beer and wine in the neighborhood commercial classification.

Contact Stephen Penn for Questions or Details

- **Stephen Penn**
- **Economic Development Planner**
- Town of Winterville
- 2571 Railroad Street
- P.O. Box 1459
- Winterville, NC 28590
- Office: (252) 215-2360
- Cell: (252) 902-4473
- Stephen.Penn@wintervillenc.com

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

No one spoke.

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

No one spoke.

Mayor Jackson declared the Public Hearing closed.

A motion made by Mayor Pro-Tem Smith and seconded by Councilman Moore to approve the Ordinance Amendment Regarding Microbreweries. The motion carried 3-1 (Roberson opposed).

- Councilwoman Roberson questioned whether the neighborhood commercial classification could be removed from the request.
- Mayor Pro-Tem Smith stated would rather not as the neighborhood commercial classification fits the use of a Wine and Beer Craft Store.
- Councilwoman Roberson informed the Council that the only objection to the Ordinance Amendment as presented would be the neighborhood commercial classification. The idea is a great for bringing in new business to the Town, just not for the sanctity of the Town's neighborhoods.
- Councilman Moore asked Economic Development Planner Penn where to find the locations for neighborhood commercial in Town.
- Economic Development Planner Penn explained to Council that a zoning map would be necessary to know the exact locations zoned neighborhood commercial.
- Councilman Moore questioned whether a convenience store would fit into the category zoned neighborhood commercial.

PUBLIC COMMENT:

Douglas Kilian – explained to Council what took place at his home on Christmas Eve morning around 7:00 am the power went out at our residence. I contacted the emergency number for the Town after surveying the area to verify that other houses in the area were without power. A very nice gentleman answered the phone after two (2) rings and I explained that the power was out. Within fifteen (15) minutes, a town truck was at Bethanna Court accessing the damage and the power was back on within the hour. Wanted to thank Randall Rouse and the Electric Department for the pleasant and fast service on Christmas Eve.

Mayor Jackson read an email that was sent to the Council from Mr. Calvin Henderson concerning his inability to attend the meeting due to weather and viruses.

CONSENT AGENDA: Consent items include the following:

1. Schedule a Public Hearing on the annexation petition for Old Tar Village Lot 7 for February 13, 2017.
2. Approval of Contract for Sanitary Sewer Asset Inventory and Assessment.
3. Set date for the Town Council Annual Vision Setting Meeting. *(Removed by Councilman Moore to set a date for the meeting.)*
4. Approval of FY 2017-2018 Annual Budget Calendar.

A motion made by Councilman Moore and seconded by Mayor Pro-Tem Smith to adopt the Consent Agenda with the removal of number three (3). The motion carried unanimously.

Discussion to set a date for the Town Council Annual Vision Setting Meeting: After much discussion, a date was been set for Monday, January 23, 2017 at 5:30 pm.

OLD BUSINESS:

1. **Approval of Laurie Meadows Phase 3 Revised Preliminary Plat.** Economic Development Planner Penn addressed the Council concerning the Revised Preliminary Plat for Laurie Meadows. Planning requested the Preliminary Plat be revised to show phasing, as the final plat was brought in to complete Phase 3 within two (2) sections. The area is zoned R-10 Conditional Use the two (2) uses applicable for this property are as follows:
 - 1) A minimum of thirty percent (30%) of the residences to be constructed shall be not less than 1,500 sq. ft. heated space; a minimum of thirty percent (30%) of the residences to be constructed shall be not less than 1,600 sq. ft. heated space; and a minimum of thirty percent (30%) of the residences to be constructed shall be not less than 1,700 sq. ft. heated space.
 - 2) Final development shall be in basic compliance with the preliminary site plan submitted with the application, however, the subdivision plan shall be revised such that no lot is less than 12,500 square feet in area and a street connector shall be provided for connection to the adjoining property to the west of the subject property.

Economic Development Planner Penn continued explaining that Laurie Meadows Phase 3 plat totals 14.25 Acres; 11.75 acres will be lots while 2.50 acres shall be dedicated to rights of way; containing 33 lots with the average size being 15,514 sq.ft.

A motion made by Mayor Pro-Tem Smith and seconded by Councilman Moore to Approve Laurie Meadows Phase 3 Revised Preliminary Plat. The motion carried unanimously.

2. **Approval of Laurie Meadows Phase 3 Final Plat.** Economic Development Planner Penn addressed the Council concerning the Final Plat for Laurie Meadows Phase 3 Section A stating the information given matches the Preliminary Plat and the approved Construction Drawings. The lot and road configuration shows very minimum changes and Planning and Zoning recommended approval of the final plat at the November 21, 2016 meeting. The area is zoned R-10 Conditional Use the two (2) uses applicable for this property are as follows:

- 1) A minimum of thirty percent (30%) of the residences to be constructed shall be not less than 1,500 sq. ft. heated space; a minimum of thirty percent (30%) of the residences to be constructed shall be not less than 1,600 sq. ft. heated space; and a minimum of thirty percent (30%) of the residences to be constructed shall be not less than 1,700 sq. ft. heated space.

- 2) Final development shall be in basic compliance with the preliminary site plan submitted with the application, however, the subdivision plan shall be revised such that no lot is less than 12,500 square feet in area and a street connector shall be provided for connection to the adjoining property to the west of the subject property.

Economic Development Planner Penn continued explaining that Laurie Meadows Phase 3 Section A plat totals 5.47 Acres; 4.63 acres will be lots while .84 acres shall be dedicated to rights of way; containing 14 lots with the average size being 14,411 sq.ft.

A motion made by Mayor Pro-Tem Smith and seconded by Councilman Moore to Approve Laurie Meadows Phase 3 Final Plat. The motion carried unanimously.

NEW BUSINESS:

1. **Approval of Contract for Engineering and Design for Church Street Lift Station Control Panel.** Assistant Manager Williams stood in for Public Works Director Welborn due to his absence to brief Council on the Engineering proposal.

A motion made by Councilman Moore and seconded by Councilwoman Roberson to Approve Contingency Utilization & Award of Contract to Dibble & Pledger, P.A. The motion carried unanimously.

OTHER AGENDA ITEMS.

- Manager Parker presented to the Council an email request from Mr. Robert Moore received by Town Manager Parker concerning the Request for Change in the Off-Premise Advertising Regulations to be added to the upcoming Agenda. Mr. Robert Moore asked for a text amendment to the Ordinance regarding Off-Premise Advertising and the regulations for Off-Premise Advertising Signs, which went through the Planning and Zoning Board making it to Council in July 2016 and tabled to gather more information to bring back before the Council for consideration with no specific date given to bring before the Council.

A motion made by Councilman Moore and seconded by Councilman Moye to add request for amendment to the Ordinance regarding Off-Premise Advertising to the February 13, 2017 meeting for discussion. The motion carried unanimously.

- Councilman Moore requested a letter be submitted to the Legislatures concerning the following items:
 - 1) reduction of speed limit on Old Tar Road from 45 mph to 35 mph from the Town Limits all the way to Worthington Road;
 - 2) short-term solution on Old Tar Road by adding a left turn lane at the intersection of Old Tar Road and Firetower Road;
 - 3) funding for sidewalks; and
 - 4) Boyd Street repaved, curb and gutter and sidewalks

Manager Parker stated Staff will draft a letter and submit to the Council for approval.

A motion made by Councilman Moore and seconded by Councilwoman Roberson to submit a letter to Legislatures requesting assistance with the four (4) items listed. The motion carried unanimously.

- Mayor Jackson requested to grant an excused absence for Councilman Ronald Cooper.

A motion made by Councilman Moore and seconded by Councilwoman Roberson to grant an excused absence to Councilman Ronald Cooper. The motion carried unanimously.

- Councilman Moore asked that the Fire Chief bring plan of action to recruit new volunteer firefighters for the Fire Department back to the Council in February.

A motion made by Councilman Moore and seconded by Mayor Pro-Tem Smith for the Fire Chief to bring a Plan of Action to recruit new volunteer firefighters for the Fire Department before the Council in February. The motion carried unanimously.

REPORTS FROM ATTORNEY, TOWN MANAGER, AND DEPARTMENT HEADS.

Departmental Reports:

Update on Capital Projects: ATM Ben Williams gave updates on the following:

1. Water Interconnect on Worthington Road.
2. Regional Sewer Pump Station Project.
3. Nobel Canal Drainage Basin Study.
4. Street Resurfacing Project.
5. Water Tank Rehabilitation Project.
6. NTE Plant Construction Project.



Capital Project Update

January 9, 2017



Capital Project Update – January 2017

- GUC Water Interconnection (Worthington Road)
- Regional Sanitary Sewer Pump Station
- Nobel Canal Drainage Basin Study
- Street Resurfacing
- Elevated Water Tank Rehabilitation
- NTE – Kings Mtn. Energy Center

GUC Water Interconnection (Worthington Rd.)

- System Operational
- Project Close-out with Contractor



Capital Project Update
January 9, 2017

Regional Sanitary Sewer Pump Station

- Property/Easement Acquisition On-Going



Capital Project Update
January 9, 2017

Nobel Canal Drainage Basin Study

- Held meeting with funding agency
- Consultant is drafting study document



Capital Project Update
January 9, 2017

Street Resurfacing

- Remaining Item – Channel Drive



Capital Project Update
January 9, 2017

Elevated Water Tank Rehabilitation

- Next Milestone - Design and Bid Package to be submitted by May 2017.



Capital Project Update
January 9, 2017

NTE – Kings Mtn. Energy Center



Capital Project Update
January 9, 2017

Councilman Moye asked Assistant Manager Williams about the plan moving forward with the Nobel Canal Project. Assistant Manager Williams spoke to Council concerning Nobel Canal Projects; that Staff met with Clean Water Management Trust Fund Representative about two (2) weeks ago and talked with them about submitting an application for stabilization plans, expanding the canal or widening the canal to create a flow plan to provide continuation of water flow. There are plans in the study that show a phased construction project or stabilization; however, as it stands that is not the next project.

Mayor Pro-Tem Smith wanted Staff to contact the state Department of Transportation concerning eleven (11) potholes on Laurie Ellis Road and Ange Street, along with complaints received from residents in the Mellon Downs subdivision. Assistant Manager Williams informed the Council that a phone call would be made in the morning to the state Department of Transportation.

Manager Parker updated the Council on several items including:

7. Minimum Housing/Code Enforcement moving along with the Town Attorney with the next phase and shall be bringing something forward in the next few weeks.
8. Junk Car Removal Project staff have been working on the process by which the Town will be using the junk car removal project; Police Chief Willhite has

broken the Town into areas and will work area by area to begin clean-up of junk cars around Town.

9. Downtown Parking Project Staff is still working on contacting business owner to bring comprehensive report back to the Council in February.

10. Urgent Repair Program Staff has a meeting for Friday with Rebuilding Together; however, it is my understanding that the first group of projects are complete and Rebuilding Together will be working on getting started on the next group.

Police Chief Willhite spoke to the Council about an incident that took place over the weekend concerning a break-in at Colts Gun and Pawn. On Saturday an employee from Sascorp noticed a suspicious van parked at the Concrete Plant next door, so the employee engaged in conversation with the driver and a took picture of the driver and vehicles license plate. Through the diligence of the Sascorp employee (a civilian) and Winterville Officers the case was solved along with several additional cases including Massachusetts, Farmville, (2) Pitt County, (1) Wilson County, along with one involving our own Councilman Moore.

Attorney Lassiter reported on the minimum housing code moving along slowly due to work load, with hopes to have answers within the next couple of weeks; remind

Councilwoman Roberson reported on the Low Income Energy Assistance Program applications accepted at Saint Rest Church from 9-12 Saturday, January 14, 2017; commend the Police Department on the Shop with a Cop Program.

Councilman Moye requested an update on the meeting with the Rural Fire Department; Town Manager Parker informed the Council, that staff is continuing to try to get a date set for a meeting between the Rural Fire Department and the Town Council.

Manager Parker commended the Youth Council for the great job putting together Christmas Baskets for the residents of Winterville Manor and delivery of the baskets made the residents very happy.

Motion by Mayor Pro-Tem Smith and seconded by Councilman Moore to adjourn to closed session. The motion carried unanimously.

Motion by Mayor Pro-Tem Smith and seconded by Councilman Moore to adjourn to open session. The motion carried unanimously.

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

Adopted this the 13th day of March, 2017.

Douglas A. Jackson, Mayor

ATTEST:

Amy Parker Barrow, Acting Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: March 13, 2017

Presenter: Ryan Willhite, Chief of Police

Item to be Considered

Subject: Approval of Contract with Taser International for Body Cameras for Police Officers.

Action Requested: Approval of Proposed Contract.

Attachments: Copy of Proposed Contract with Taser International.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 2/28/2017

ABSTRACT ROUTING:

TC

FD

TM 2/28/2017

Final 2/28/2017

Supporting Documentation

The Town of Winterville has had the foresight to equip its police officers with body cameras for over eight (8) years, well before the recent social outcry and incidents involving police and citizens has necessitated the need for such. The Town had a previous contract with Taser International for body cameras and that contract expired on 2/1/2017.

The proposed new contract is crucial in order for the officers to continue to have access to body cameras thus better protecting the Department and the citizens of Winterville. The term of the proposed contract is five (5) years and the total cost is \$48,087. The annual costs of said contract are outlined as follows:

Year 1 - \$10,881.05; Year 2 - \$9,281.40 (*after 2.5 years, new cameras will be issued as technology is changing faster than the equipment's life span as well as similar offers from other vendors*); Years 3,4 and 5 - \$9,281.40 annually.

Staff requests approval of the proposed contract with Taser International as outlined above.

Budgetary Impact: \$48,087 over five (5) years with \$10,881.05 in FY 2016-2017.

Recommendation: Approval of Contract.



MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

Winterville Police Dept. - NC

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Winterville Police Dept. - NC , (**Agency, Party** or collectively **Parties**) having its principal place of business at 2593 Railroad Street, Winterville, NC, 28590, is entered into as of February, 28, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-100861 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

2 **Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

“Products” means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

“Quote” is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency’s purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

“Resolution Time” means the elapsed time between TASER’s acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER’s reasonable control.

“Services” means all services provided by TASER pursuant to this Agreement.

“Agency Content” means software, data, text, audio, video, images or other Agency content or any of the Agency’s end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys’ fees.
- 4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency’s responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited

warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

7.2.3 **TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

7.3 Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair,

whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

- 8 **Product Warnings.** See our website at www.TASER.com for the most current product warnings.
- 9 **Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10 **Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11 **Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12 **IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.
- 13 **IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 **Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency

connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

15.4 After Termination. TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 Post-Termination Assistance. TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end

of the Term. All TASER Pricing is considered confidential and competition sensitive.

- 16.2 Excusable delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and

regulations.

16.10 Assignment. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

16.11 No Waivers. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

16.12 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

16.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.	AGENCY:
ATTN: Contracts	
17800 N. 85th Street	
Scottsdale, Arizona 85255	
contracts@taser.com	

16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each

Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Address: 17800 N. 85th Street Scottsdale, AZ
85255

Attn: Contracts

Email: contracts@taser.com

Winterville Police Dept. - NC

Signature: _____

Name: _____

Title: _____

Date: _____

Address: 2593 Railroad Street, Winterville, NC,
28590

Evidence.com Terms of Use Appendix

- 1** **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2** **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3** **Evidence.com Data Security.**

 - 3.1. Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4** **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment

and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
 - 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1** **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

- 2** **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

- 3** **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1.** Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.

- 4** **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products

received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

4.1. TAP Axon Camera Upgrade Models.

4.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

4.1.2. If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

4.2. TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5. TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

5.2. TASER will not and has no obligation to provide the free Upgrade Models.

5.3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

5.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: 480-420-3333



Scott Raby
 (252) 756-1105
 scott.raby@wintervillenc.com

Quotation

Quote: Q-100861-2
Date: 3/3/2017 8:03 AM
Quote Expiration: 3/31/2017
Contract Start Date*: 1/7/2017
Contract Term: 5 years

AX Account Number:
 121067

Bill To:
 Winterville Police Dept. - NC
 PO BOX 1459
 WINTERVILLE, NC 28590
 US

Ship To:
 Scott Raby
 Winterville Police Dept. - NC
 2593 RAILROAD ST
 WINTERVILLE, NC 28590
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mary Dunn	(480) 463-2187	mdunn@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 - Due Net 30

Discounts applied below are only available with the products and quantities as currently quoted. Discounts are offered to ease transition from an older generation camera to a new one as an elective choice. An RMA must be created and submitted with the approval of this agreement, listing all S/Ns of the cameras being traded. Units referenced on the RMA should be returned in a timely fashion, following implementation of new hardware.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 3,192.00	USD 3,192.00	USD 0.00
8	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 2,990.00	USD 1,495.00	USD 1,495.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
8	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 1,632.00	USD 0.00	USD 1,632.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
14	80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 2,520.00	USD 0.00	USD 2,520.00
140	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4,500	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,375.00	USD 0.00	USD 3,375.00
Year 1 - Due Net 30 Total Before Discounts:						USD 15,077.00
Year 1 - Due Net 30 Discount:						USD 4,687.00
Year 1 - Due Net 30 Net Amount Due:						USD 10,390.00

Year 2 - Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 1,632.00	USD 0.00	USD 1,632.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
2	80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 2,520.00	USD 0.00	USD 2,520.00
140	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4,500	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,375.00	USD 0.00	USD 3,375.00
Year 2 - Due 2018 Total Before Discounts:						USD 8,895.00
Year 2 - Due 2018 Net Amount Due:						USD 8,895.00

Year 3 - Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 1,632.00	USD 0.00	USD 1,632.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
2	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 2,520.00	USD 0.00	USD 2,520.00
140	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4,500	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,375.00	USD 0.00	USD 3,375.00
Year 3 - Due 2019 Total Before Discounts:						USD 8,895.00
Year 3 - Due 2019 Net Amount Due:						USD 8,895.00

Year 4 - Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 1,632.00	USD 0.00	USD 1,632.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
2	80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 2,520.00	USD 0.00	USD 2,520.00
140	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4,500	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,375.00	USD 0.00	USD 3,375.00
Year 4 - Due 2020 Total Before Discounts:						USD 8,895.00
Year 4 - Due 2020 Net Amount Due:						USD 8,895.00

Year 5 - Due 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
8	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 1,632.00	USD 0.00	USD 1,632.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
2	80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 2,520.00	USD 0.00	USD 2,520.00
140	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4,500	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,375.00	USD 0.00	USD 3,375.00
Year 5 - Due 2021 Total Before Discounts:						USD 8,895.00
Year 5 - Due 2021 Net Amount Due:						USD 8,895.00

Subtotal	USD 45,970.00
Estimated Shipping & Handling Cost	USD 20.93
Estimated Tax	USD 2,036.65
Grand Total	USD 48,027.58

Axon Body 2 Shipping

Axon Body 2 is available for delivery between 8-10 weeks after purchase date. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-100861-2

Please sign and email to Mary Dunn at mdunn@taser.com or fax to 480-420-3333

THANK YOU FOR YOUR BUSINESS!

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**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: March 13, 2017

Presenter: Stephen, Economic Development
Planner

Item to be Considered

Subject: Reappointment of Planning and Zoning Members.

Action Requested: Approval of reappointments.

Attachments: N/A

Prepared By: Stephen Penn, Economic Development Planner

Date: 3/1/2017

ABSTRACT ROUTING:

TC

FD

TM 3/8/2017

Final 3/8/2017

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.

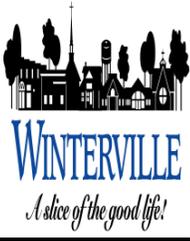
We ask to reappoint the following to three year terms on the Planning and Zoning Board effective immediately (with term expiration 6/30/2019).

1. Peggy Cliborne
2. Douglas R. Killian
3. Gregory Monroe

(Staff has requested that Robert Briley be re-appointed by the County Board of Commissioners).

Budgetary Impact: N/A

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



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: March 13, 2017

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Budget Amendment 2016-2017-04.

Action Requested: Approval of Budget Amendment.

Attachments: Budget Amendment 16-17-04.

Prepared By: Anthony Bowers, Finance Director

Date: 3/1/2017

ABSTRACT ROUTING:

TC _____

FD _____

TM 3/8/2017

Final 3/8/2017

Supporting Documentation

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

This amendment addresses the need for funds to transfer from the Stormwater fund to the Powell Bill Fund. The purpose of the transfer is for Stormwater improvements in Craftwinds Subdivision. The amount being transferred to Powell Bill is \$75,000.

Budgetary Impact: The total budget amendment is \$75,000.

Recommendation: Approval of the Budget Amendment.

BUDGET ORDINANCE AMENDMENT 16-17-04

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
Contribution from Stormwater	16	3945	Powell Bill	\$ 75,000	
Total				\$ 75,000	\$ -

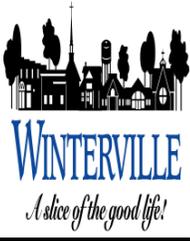
SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION			Department	Fund	Increase	Decrease
Capital Outlay	1645451000	4272		Powell Bill	\$ 75,000	
Total					\$ 75,000	\$ -

Adopted the 13th day of March 2017.

Mayor

Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: March 13, 2017

Presenter: Ryan Willhite, Chief of Police

Item to be Considered

Subject: Final approval amending Chapter 75, Section I: Parking Prohibited, adding the south side of Cooper Street.

Action Requested: Approval of Ordinance amendment.

Attachments: Map of Cooper Street at Mill Street; Copy of proposed ordinance change.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 3/1/2017

ABSTRACT ROUTING:

TC _____

FD _____

TM 3/01/2017

Final 3/01/2017

Supporting Documentation

The Town Council voted to make a portion of Cooper Street a NO PARKING ZONE at the last regular meeting on February 13, 2017.

As requested, Staff has prepared and outlined a map and ordinance amendment to Chapter 75, Section I: Prohibited Parking to reflect these changes.

The NO PARKING ZONE is specific to hours and days of the week, (7am-5pm) Monday-Friday only and will start on the south side of Cooper Street at the intersection of Cooper and Mill west 300 feet toward Cross Street

Budgetary Impact: Cost of signage and painting of curb.

Recommendation: Approval of amendment of ordinance.

**AMMENDMENT TO THE CODE OF ORDINANCES
OF THE TOWN OF WINTERVILLE, NORTH CAROLINA
TRAFFIC CODE, CHAPTER 75: PARKING SCHEDULES
SCHEDULE I: PARKING PROHIBITED
TO PROHIBIT PARKING ON A PORTION OF COOPER STREET**

WHEREAS, the Winterville Town Council desires to designate a NO PARKING ZONE on the south side of Cooper Street; and

WHEREAS, the Winterville Town Council has the authority to herby establish a NO PARKING ZONE on the south side of Cooper Street; and

WHEREAS, the No Parking Zone on the south side of Cooper Street shall be effective when appropriate signs are erected on said street and markings are complete upon the part of the street affected;

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

Schedule I: Parking Prohibited of Chapter 75 of the Town of Winterville Code of Ordinances is hereby amended by adding the following NO PARKING ZONE to the parking schedule:

South side of Cooper Street beginning at the intersection of Mill Street, west approximately 300 feet toward Cross Street. The NO PARKING ZONE is specific to hours and days of the week only (7am-5pm, Monday-Friday).

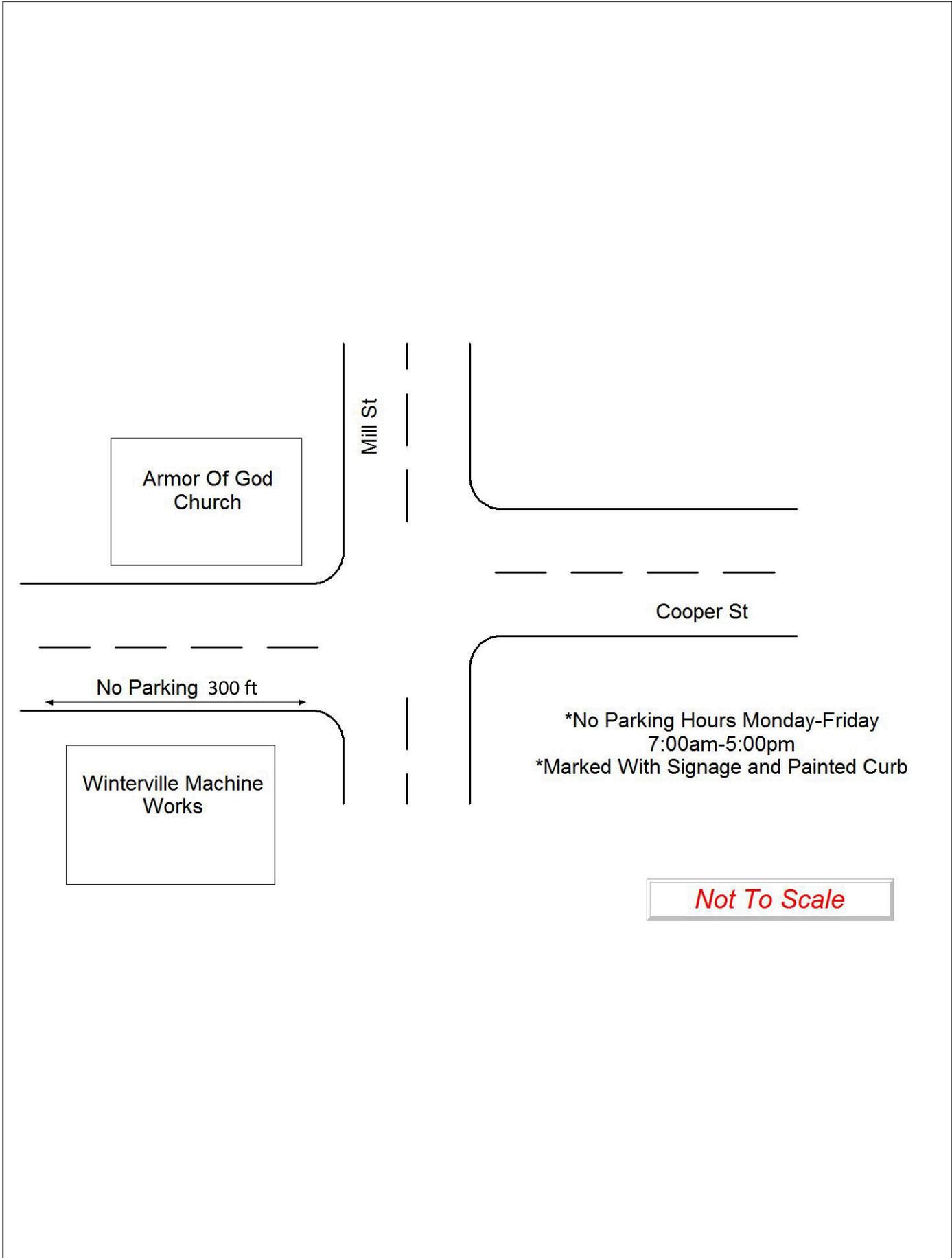
This addition to the ordinance was adopted by the Town Council at their February 13, 2017 Regular Meeting. Therefore, the enforcement of this ordinance shall be effective upon erection of appropriate signage and placement of curb markings upon the south side of Cooper Street.

Adopted this 13th day of March, 2017.

Douglas A. Jackson, Mayor

ATTEST:

Amy Barrow, Acting Town Clerk



Armor Of God Church

Mill St

Cooper St

No Parking 300 ft

Winterville Machine Works

*No Parking Hours Monday-Friday
7:00am-5:00pm
*Marked With Signage and Painted Curb

Not To Scale



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: March 13, 2017

Presenter: Stephen, Economic Development
Planner

Item to be Considered

Subject: Approval for implementation of Winterville Market on the Square (Farmer's Market).

Action Requested: Approval to move forward.

Attachments: Sample Farmers Market Application; Farmers Market Proposed Layout Images.

Prepared By: Stephen Penn, Economic Development Planner

Date: 3/2/2017

ABSTRACT ROUTING:

TC

FD

TM 3/8/2017

Final 3/8/2017

Supporting Documentation

Citizens, vendors, and Council Members have approached Winterville Town staff throughout the past few years with the interest in a farmer's market type of event. Town Staff has researched markets from local jurisdictions, held internal meetings and met with local farmers market vendors. From these meetings, staff intends to follow through with the farmers market if it is in the Town Council's desires.

Details below: Name: Winterville Market on the Square.

Location: Open lot in front of the Fire Department; downtown.

Time: April-October***; from 4:00 pm to 8:00 pm (or dusk).

(Vendors will be asked to set up to be ready to sell between 3pm and 4pm.)

****(This year we may start a bit later in the season depending on feasibility.)*

Cost: \$25 per space for the full season. (This season only. We can better understand all related costs for the first year to set the price for the following year.)

Vendors - vegetables, local meats, flowers, herbs, local hand crafted items, street food, homemade baked goods, Town of Winterville restaurant booths, Town of Winterville business booths (will have their own section of the farmers market), non-profit booths.

Budgetary Impact: TBD.

Recommendation: Approval to move forward.



Winterville Market on The Square

APPLICATION DEADLINE is one month prior to first market of the year.

Applications are reviewed throughout the season.

*Indicates Required Fields – Please print or type legibly.

*Farm/Business Name _____

*Personal Name(s) _____

*Physical address _____ *City _____ *State _____ *Zip _____

P.O. Box _____ City _____ State _____ Zip _____

*Telephone _____ Cell phone _____ County _____

Email _____ Website _____

*Certificate of Registration # _____

- The State of NC Department of Revenue requires persons selling at markets to collect and remit sales tax. The DoR requires vendors to obtain a Certificate of Registration before beginning sales. This form, also known as a Sales & Use Tax form, is free to file. Because of this regulation, all vendors must submit a Certificate of Registration Number to be approved for the Market. Information on obtaining a CoR# is at <http://www.dornc.com/taxes/sales/specialty.html>.

*Do you grow/raise/make your own products? Y ___ N ___ N/A ___ * If you purchase any % from another source, please provide the name of farm/business & Location:

Specific products to be sold at the market (please use additional pages if necessary)

1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

7. _____ 8. _____ 9. _____ 10. _____ 11. _____ 12. _____

Please circle your vendor preference. Vendor fees are due MONTHLY by the 1st week of each month. Payments not made by the 15th of each month will result in market suspension. ** (Probably to take out)*

Required Certifications

Vendors are responsible for informing themselves of and complying to all City, State and Federal laws and health and safety regulations and are responsible for any sales tax due. Vendors are also responsible for obtaining any certifications that are required for their respective products.

New Vendor

Please use a separate sheet if necessary. This is your opportunity to “sell yourself!”

General Background Information:

1. How do you currently sell your products?
2. Do you sell at other farmers/flea/umbrella markets in the area? If so, which ones and for how long?
3. Is there anything else you want us to know about your products, experiences, or plans?
4. Do you have a storefront? If so, where?

Prepared Food Vendor Background Information:

1. How long have you produced the items you want to sell?
2. Do you plan on using any local ingredients? (If so, please describe how and from where you source your ingredients)

Farmer Vendor Background Information:

1. How long have you been farming?
2. How much area do you have in production?
3. How long have you been producing these products?
4. What percent of the products you intend to sell are grown on your farm?

Waiver: I (we) hereby relieve the Town of Winterville, its agents and employees from any and all liability for any damage, loss, injury or costs associated with or arising from the applicant’s use and presence at the market; and furthermore, I (we) agree to indemnify and hold the Town of Winterville harmless from all claims, costs, and actions occasioned by me for the use and presence at the Winterville Market.

Rules: I (we) have spoken to and obtained all permits and inspections required by the Town of Winterville, Pitt County, North Carolina and the United States of America to legally and safely sell these products to the public for the intended use in which we advertise and sell our goods. We understand that we must adhere to all regulations of this agreement and those of the Town of Winterville (parking, ordinances, fire regulations, tent weights, etc.) I (we) understand that I (we) must comply with any regulations or requirements of the Town of Winterville or the appointed Market Manager. I (we) understand that by not abiding by the regulations or requirements of the Town of Winterville, Winterville, Pitt County, North Carolina, the United States of America or the Market Manager, I (we) will forfeit participation as a vendor, with no refund of pre-paid fees. I (we) agree to allow the market manager or any government agency visit/tour your booth, farm or business.

The APPLICATION DEADLINE for opening season is one month before our first market. Applications are reviewed throughout the season.

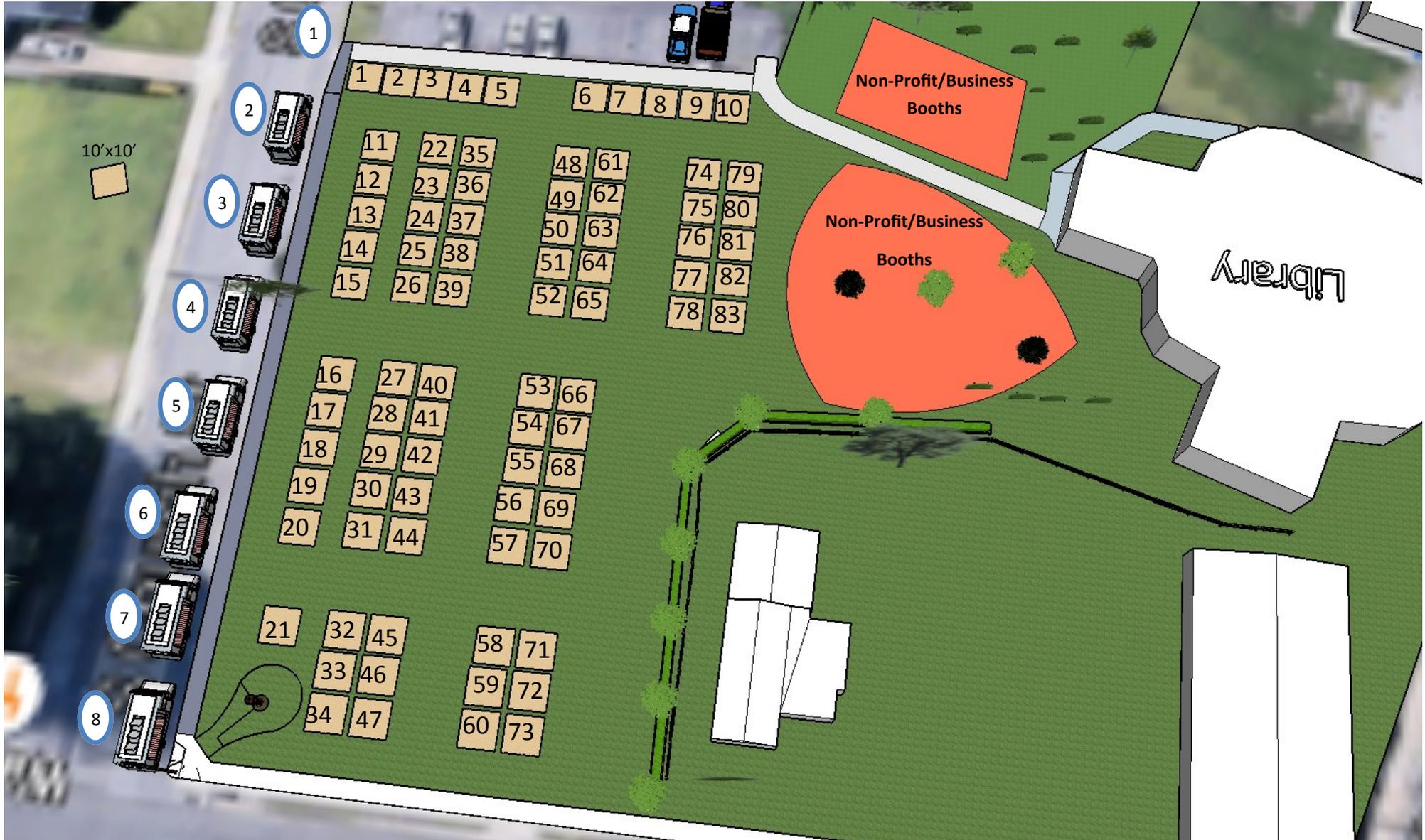
Applicant(s) Signature

Date

Contact Stephen Penn at the Town of Winterville for details. Stephen.penn@wintervillenc.com; 252-215-2360.



Vendor Spots Example– To show growth Potential. Food truck may be limited to 7 or 8 spots.



Space for Winterville Business Booths & Non-Profit Booths– Example, can fit more if needed.



Food Trucks





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: March 13, 2017

Presenter: Keen Lassiter, Town Attorney/Terri L. Parker, Town Manager

Item to be Considered

Subject: Amendment to Rule 20 - Town Council Rules of Procedure

Action Requested: Council Direction on Proposed Amendment.

Attachments: Current version of Rule 20; Proposed change will be handed out at the Meeting.

Prepared By: Terri L. Parker, Town Manager

Date: 3/8/2017

ABSTRACT ROUTING:

TC _____

FD _____

TM tlp - 3/8/2017

Final 3/8/2017

Supporting Documentation

In the February Regular Council meeting, Council directed Staff to re-draft Rule 20 of the Council Rules of Procedures pertaining to the process for filling a vacant seat on the Council. Staff will submit a draft amendment to Council at the meeting for discussion and direction.

Budgetary Impact: N/A

Recommendation: Council direction.

Rule 20. Vacancy on the Board

When a vacancy occurs on the board, the seat will be filled by the candidate from the previous election with the next highest number of votes who is eligible and willing to serve. The person will be appointed by the board. The oath of office will be administered at the next regular board meeting.

Rule 21. Closed Sessions

The board may hold closed sessions as provided by law. The board shall commence a closed session only after a motion to go into closed session has been made and adopted during an open meeting. The motion shall state the purpose of the closed session. If the motion is based on G.S. 143-318.11(a)(1) (closed session to prevent the disclosure of privileged or confidential information or information that is not considered a public record), it must also state the name or citation of the law that renders the information to be discussed privileged or confidential. If the motion is based on G.S. 143-318.11(a)(3) (consultation with attorney; handling or settlement of claims, judicial actions, mediations, arbitrations, or administrative procedures), it must identify the parties in any existing lawsuits concerning which the public body expects to receive advice during the closed session. The motion to go into closed session must be approved by the vote of a majority of those present and voting. The board shall terminate the closed session by a majority vote, using Motion 7 of Rule 16(b).

Only those actions authorized by statute may be taken in closed session. A motion to [adjourn] [recess] shall not be in order during a closed session [Rule 16(b), Motion 2].

Rule 22. Quorum

A majority of the actual membership of the board, exclude vacant seats (G.S. 160A-74) shall constitute a quorum. A majority is more than half. The Mayor shall not be considered a member of the board in determining the number on which a majority is based and in counting the number of members actually present. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

Rule 23. Public Hearings

Public hearings required by law or deemed advisable by the board shall be organized by a special order that sets forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted for each speaker, and other pertinent matters. The special order is adopted by a majority vote. Its specifications may include, but are not limited to, rules fixing the maximum time allotted to each speaker; providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of hearings subject to the open meetings law, for those excluded from the hall to listen to the hearing); and providing for the maintenance of order and decorum in the conduct of the hearing.

All notice and other requirements of the open meetings law applicable to board meetings shall also apply to public hearings at which a majority of the board is present; such a hearing is considered to be part of a regular or special meeting of the board. These requirements also apply to hearings conducted by appointed or elected committees of board members, if a majority of the committee is present. A public hearing for which any required notices have been given may be continued to a time and place certain without further advertisement. The requirements of Rule 2(c) shall be followed in continuing a hearing at which a majority of the board, or of a board committee, as applicable, is present.

At the time appointed for the hearing, [the board shall vote to open the hearing and] the chair or his or her designee shall call the hearing to order and then preside over it. When the allotted time expires, or earlier, if no one wishes to

Amended 08112008



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: March 13, 2017

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Schedule a Special Called Meeting to Conduct Town Manager Performance Review

Action Requested: Schedule Special Meeting

Attachments: N/A

Prepared By: Terri L. Parker, Town Manager

Date: 3/8/2017

ABSTRACT ROUTING:

TC

FD

TM tlp - 3/8/2017

Final 3/8/2017

Supporting Documentation

It is time to schedule a Special Meeting for the purpose of conducting the Town Manager's Annual Performance Review.

Budgetary Impact: N/A

Recommendation: N/A