



WINTERVILLE

A slice of the good life!

MAYOR AND TOWN COUNCIL

DOUG JACKSON, MAYOR

RONALD COOPER, SR.

TONY MOORE

JOHNNY MOYE

VERONICA ROBERSON

MARK SMITH

ADMINISTRATION

TERRI L. PARKER, TOWN MANAGER

BEN WILLIAMS, ASSISTANT TOWN MANAGER

JASMAN J. SMITH, TOWN CLERK

KEEN LASSITER, TOWN ATTORNEY

ALAN LILLEY, PLANNING DIRECTOR

ANTHONY BOWERS, FINANCE DIRECTOR

DAVID MOORE, FIRE CHIEF

EVAN JOHNSTON, PARKS & RECREATION DIRECTOR

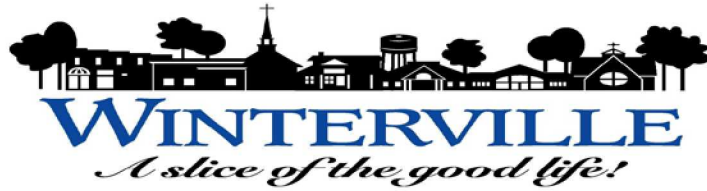
MERVIN TAYLOR, ELECTRIC UTILITY DIRECTOR

TRAVIS WELBORN, PUBLIC WORKS DIRECTOR

RYAN WILLHITE, POLICE CHIEF

MIKE WELDIN, BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER

February 9, 2015



TOWN COUNCIL AGENDA

February 9, 2015

7:00 P.M.

WINTERVILLE TOWN HALL ASSEMBLY ROOM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. WELCOME

V. APPROVAL OF AGENDA

VI. RECOGNITION

VII. INTRODUCTION OF NEW EMPLOYEES:

VIII. PRESENTATIONS

1. Christmas Decorations – Winterville Youth Council

IX. PUBLIC HEARINGS –

1. An Ordinance Pursuant to the Enforcement of the Minimum Housing Code Requiring the Owner of a Dwelling to Demolish and Remove the Dwelling Located at 222 Gardner Street, Tax Parcel Number 08949.
2. An Ordinance Pursuant to the Enforcement of the Minimum Housing Code Requiring the Owner of a Dwelling to Demolish and Remove the Dwelling Located at 239 Tyson Street, Tax Parcel Number 15951.
3. An Ordinance Pursuant to the Enforcement of the Minimum Housing Code Requiring the Owner of a Dwelling to Demolish and Remove the Dwelling Located at 133 Boyd Street, Tax Parcel Number 25385.

X. PUBLIC COMMENT:

The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item.

No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter.

The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.

XI. CONSENT AGENDA:

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

1. Approval of the Proclamation in Honor of Black History Month
2. Receive Certificates of Sufficiency and adopt Resolutions Scheduling Public Hearing on the Question of Annexation of:
 - a) Ange Plaza, Lot 4 & Lot 5;
 - b) Linda V. McLawhorn Property;
 - c) Denali, Section 3.
3. Schedule Public Hearing for consideration of adoption of Winterville Flood Damage Prevention Ordinance.
4. Award of Contract for Exuctime - Timekeeping Software

XII. ITEMS REMOVED FROM THE CONSENT AGENDA

XIII. OLD BUSINESS:

XIV. NEW BUSINESS:

1. 2015 Municipal Elections
2. Volunteer Board Appreciation Dinner
3. Town Hall Day
4. Revised Preliminary Plat for Laurie Meadows Subdivision.
5. Final Plat for Denali, Section 3.
6. Approval of 2015-2016 FY Budget Calendar
7. Approval of Contract w/ North Carolina Department of Agriculture and Consumer Services

XV. OTHER AGENDA ITEMS

XVI. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS

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

XVIII. REPORTS FROM THE MAYOR AND TOWN COUNCIL

XIX. ANNOUNCEMENTS

XX. CLOSED SESSION

XXI. ADJOURN

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



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: February 9, 2015

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Public Hearings

Action Requested: Council Action and/or Direction

Attachments: Copies of the DRAFT Ordinances

Prepared By: Terri L. Parker, Town Manager

Date: 2/5/2015

ABSTRACT ROUTING:

TC _____

FD _____

TM tlp – 02/05/2015

Final tlp – 02/05/2015

Supporting Documentation

The Town will hold Public Hearings on the following Minimum Housing Cases:

- Y An Ordinance Pursuant to the Enforcement of the Minimum Housing Code Requiring the Owner of a Dwelling to Demolish and Remove the Dwelling Located at 222 Gardner Street, Tax Parcel Number 08949.
- Y An Ordinance Pursuant to the Enforcement of the Minimum Housing Code Requiring the Owner of a Dwelling to Demolish and Remove the Dwelling Located at 239 Tyson Street, Tax Parcel Number 15951.
- Y An Ordinance Pursuant to the Enforcement of the Minimum Housing Code Requiring the Owner of a Dwelling to Demolish and Remove the Dwelling Located at 133 Boyd Street, Tax Parcel Number 25385.

Upon receipt of Public input and at the conclusion of the Hearings, Council may choose to take action.

Budgetary Impact: TBD

Recommendation: Council Action/Direction.



**Town of Winterville
Town Council
Agenda**

Meeting Date: February 9, 2015
Presenter: Jasman J. Smith, Town Clerk

Item Section: Consent Agenda

Item to be Considered

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

Action Requested: Adoption of Proclamation.

Attachments: Proclamation.

Prepared By: Jasman J. Smith, CMC, NCCMC

Date: 1/27/2015

ABSTRACT ROUTING:

TC JJS-1/27/2015

FD _____

TM tlp – 2/5/2015

Final tlp – 2/5/2015

Supporting Documentation

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

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

Budgetary Impact: N/A.

Recommendation: Town Staff recommends Adoption of the Proclamation.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that I, Douglas A. Jackson, Mayor of the Town of Winterville, do hereby proclaim the month of February, 2014 as

BLACK HISTORY MONTH

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

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

This 9th day of February 2015.

Douglas A. Jackson, Mayor

Attest:

Jasman J. Smith, CMC, NCCMC



Town of Winterville Town Council Agenda Abstract

Item Section: Consent Agenda

Meeting Date: February 9, 2015

Presenter: Alan Lilley, Planning Director

Item to be Considered

Subject: Receive Certificates of Sufficiency and adopt Resolutions Scheduling Public Hearings on the Question of Annexation, requested by petition, of a) Ange Plaza Lot 4 & Lot 5; b) Linda V. McLawhorn Property; and c) Denali, Section 3

Action Requested: Adopt Resolutions Scheduling public hearings.

Attachments: Clerk's Certificates of Sufficiency

Prepared By: Alan Lilley, Planning Director

Date: 1/26/2015

ABSTRACT ROUTING:

TC JJS-2/3/2015

FD _____

TM tlp – 2/5/2015

Final tlp – 2/5/2015

Supporting Documentation

At the January 12, 2015 meeting, the Town Council received petitions requesting annexation of a) Ange Plaza Lot 4 & Lot 5; b) Linda V. McLawhorn Property; and c) Denali, Section 3. The Town Council adopted resolutions directing the Town Clerk to investigate the sufficiency of the petitions. The Clerk has completed the certificates of sufficiency. The next step in the annexation process is for the Town Council to adopt resolutions scheduling public hearings on the question of the subject annexations. The hearings may be held at the Council's regular monthly meeting on March 9, 2014 if the Council is agreeable with this date.

Budgetary Impact: Annexation will increase tax base and population.

Recommendation: Adopt resolutions scheduling the public hearings for March 9, 2015.

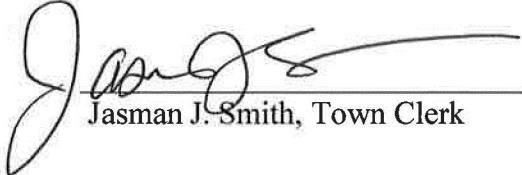
CERTIFICATE OF SUFFICIENCY

(Ange Plaza Lot 4 & Lot 5)

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

I, Jasman J. Smith, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville, this 13th day of January, 2015.



Jasman J. Smith, Town Clerk



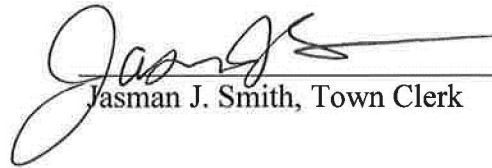
CERTIFICATE OF SUFFICIENCY

(Linda V. McLawhorn Property)

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

I, Jasman J. Smith, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville, this 13th day of January, 2015.



Jasman J. Smith, Town Clerk



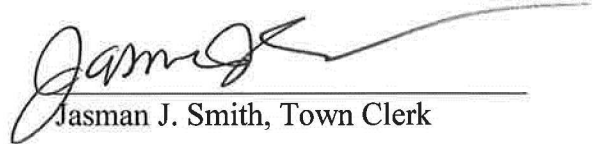
CERTIFICATE OF SUFFICIENCY

(Denali, Section 3)

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

I, Jasman J. Smith, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville, this 13th day of January, 2015.


Jasman J. Smith, Town Clerk





Town of Winterville Town Council Agenda Abstract

Item Section: Consent Agenda

Meeting Date: February 9, 2015

Presenter: Alan Lilley, Planning Director

Item to be Considered

Subject: Schedule Public Hearing for consideration of adoption of Winterville Flood Damage Prevention Ordinance

Action Requested: a) Hold Public Hearing; b) Adoption of Flood Damage Prevention Ordinance

Attachments: Copies of Draft Flood Damage Prevention Ordinance to be provided with March Agenda package.

Prepared By: Alan Lilley, Planning Director

Date: 1/26/2015

ABSTRACT ROUTING:

TC JJS-2/3/2015

FD _____

TM tlp – 2/5/2015

Final tlp – 2/5/2015

Supporting Documentation

In order that flood insurance be available, through the FEMA flood insurance program, to properties within the Town's jurisdiction, it is necessary that a Flood Damage Prevention Ordinance be administered. In the past, the Town adopted the Pitt County Flood Damage Prevention Ordinance and the ordinance has been administered by the Pitt County Planning Department in conjunction with their administration of the State Building Code (building permitting). Now that the Town of Winterville is administering our own building inspections program it would be appropriate for the Town to also administer its own Flood Damage Prevention Ordinance. In anticipation of this, I attended a Flood Plain management training class in Goldsboro. At the end of the class, we were given an exam. If you passed the exam, you received a Flood Plain Managers Certification. I have now drafted a Flood Damage Prevention Ordinance, by using a model provided by NC FEMA, for the Town of Winterville. With the model ordinance, I was able to make it specific to the Town of Winterville by inserting appropriate information into the document. Staff recommends adoption of this ordinance by the Town. Prior to adoption, it would be appropriate for the Council to hold a public hearing to allow property owners, builders, developers, and other stake holders an opportunity to review the proposed ordinance and to ask questions and give feedback on the proposed ordinance. A notice of public hearing will be published in the newspaper and the notice will state that copies of the draft ordinance are available for review at the Winterville Planning Department.

Budgetary Impact: N/A

Recommendation: Schedule public hearing for the March 9, 2015 Town Council meeting.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: February 9, 2015

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Contract for Executime Timekeeping Software

Action Requested: Approve Contract.

Attachments: Copy of the Contract with Executime

Prepared By: Anthony Bowers, Finance Director

Date: 2/5/2015

ABSTRACT ROUTING:

TC _____

FD _____

TM tlp - 02/05/2015

Final tlp - 02/05/2015

Supporting Documentation

The timekeeping and payroll system is in drastic need of improvement. We have made changes and improvements over the last year; however, our current situation is not ideal for departments that have complex timekeeping requirements. Those departments include Police, EMS, and may include Fire in the future. We have identified a product that will allow for the functionality needed for all of the Town's departments and will significantly streamline our payroll process. This product will integrate with our current software system (Sungard) and should also work with other companies should we ever decide to switch. The total cost of the Executime software is \$44,437. The initial cost for the software for the first year is \$23,317. The remainder is \$10,560 per year. We compared Executime to other products such as ADP payroll systems and determined this to be a much less expensive alternative. This product will significantly streamline the payroll process for the Town and will reduce the amount of man hours staff spends dealing with manual and paper process. The functionality of this product will also assist the Town with Job costing for FEMA events or project management. This is a three year contract and has been reviewed by the Town Attorney.

Budgetary Impact: Current year cost will be \$23,317 and subsequent years will be \$10,560 per year. The funds are appropriated for in this year's budget and it will not require a budget amendment.

Recommendation: Approve the Contract.

EXECUTIME APPLICATION SERVICES AGREEMENT

This Agreement is made between ExecuTime Software, LLC, an Oklahoma limited liability company (“ExecuTime”), with a business address at 1601 s Eucalyptus, Suite 210, Broken Arrow, OK 74012, and ___Town of Winterville_, with a business address of ___2571 Railroad Street, Winterville, NC 28590__ (“Customer”), as of the Execution Date.

Customer desires to engage ExecuTime to provide Customer with access to and use of certain Software owned by ExecuTime on an application services basis. Accordingly, the parties agree as follows:

1. **Defined Terms.**

“*Additional Functionality*” means changes that ExecuTime makes for inclusion In a General Release Module to increase the functionality of the General Release Module.

“*Application Services*” means the services and Software utilization to be provided to Customer by ExecuTime under this Agreement.

“*Application Services Term*” means the period identified in Section 6 of this agreement as “Term and Termination,” and during which Customer will have the right to use the Software.

“*Appendix*” means each schedule that is attached to this Agreement that is marked as an “Appendix.” Appendices are lettered sequentially, beginning with “Appendix A” and continuing thereafter.

“*Concurrent User*” means each open session in any of the Modules listed in Appendix A. Concurrent Users are determined for each Module on a Module-by-Module basis; for instance, two open sessions in Module “X” constitutes two Concurrent Users for Module “X” only.

“*Customer Employees*” means: (i) Customer’s employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by ExecuTime, and who, prior to obtaining access to the Software, have executed a ExecuTime-approved non-disclosure agreement.

“*Commencement Date*” is defined in Appendix A, and is the date on which the Term commences and the date upon which Customer will begin to pay Application Services fees to ExecuTime.

“*Confidential Information*” means non-public information of a party to this Agreement. Confidential Information of ExecuTime includes the Software and algorithms, methods, techniques and processes revealed by the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

“*Disclosing Party*” means the party providing its Confidential Information to the Receiving Party.

“*Documented Defect*” means a material deviation between the General Release Module and its documentation, for which Documented Defect ExecuTime has confirmed that Customer has given ExecuTime enough information for ExecuTime to replicate the deviation on a computer configuration which is both comparable to the Hardware and is under ExecuTime’s control.

“*Execution Date*” means the latest date shown on the signature page of this Agreement.

“*Expiration Date*” means the date the Application Services Term expires, as provided for in Section 6 of this Agreement.

“*General Release*” means the general release version of a Module as updated by Upgrades, but without any other modification whatsoever.

“*IP Rights*” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

“*Maintenance*” means ExecuTime’s efforts to provide Customer with avoidance procedures for or corrections of Documented Defects.

“*Module*” means any one of the computer software programs that is identified in Appendix A as a “Module,” including all code and related specifications, documentation, technical information and all IP Rights for such Module.

“*New Releases*” means new editions of a General Release Module.

“*Object Code*” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“*Software*” means the Modules listed in Appendix A.

“*Receiving Party*” means the party receiving Confidential Information of the Disclosing Party. “Upgrades” means, collectively, Maintenance, Additional Functionality and New Releases.

2. **Application Services, Generally.** During the Application Services Term, ExecuTime will provide Customer with the Application Services. Application Services include the grant by ExecuTime to Customer of a non-exclusive, non-transferable license to access and use the Software in Object Code form within the United States of America for Customer’s own, non-commercial computing operations (subject to any Concurrent User limitations provided for in Appendix A), while such Object Code resides in and is executed from a ExecuTime datacenter. ExecuTime hereby represents and warrants that it has a right to provide Application Services and

also to grant the license that is being provided to Customer hereunder. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Documentation. Customer can make a reasonable number of copies of the documentation for each Module for its use in accordance with the terms of this Agreement.

(b) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict “need to know” basis, and such use will not be deemed a non-permitted disclosure of the Software.

This Agreement is expressly made subject to any United States government and other applicable laws, regulations, orders or other restrictions regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means. Customer is prohibited from removing or altering any of the IP Rights notice(s) embedded in or that ExecuTime otherwise provides with the Software. Customer must reproduce the unaltered IP Rights notice(s) in any full or partial copies that Customer makes of the Software.

(c) Application Software Maintenance and Support Services. Maintenance is available during the ExecuTime hours outlined in Appendix B. These services are included in the Monthly Access Fee listed in Appendix A.

3. **Implementation Services**. ExecuTime will provide Customer with the implementation services identified in Appendix A, for the fees provided in Appendix A.

4. **Fees, Payment and Taxes**.

(a) Payment.

(i) Application Services Fees. During the Application Services Term, Customer will pay ExecuTime the Application Services fees specified in Appendix A, as otherwise provided for in Appendix A. Time is of the essence with regard to Customer’s payment obligations pursuant to this Agreement.

(ii) Consulting Services Fees. Except as otherwise provided in Appendix A, fees for consulting services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse ExecuTime for actual and reasonable, out-of-pocket travel and living expenses that ExecuTime incurs in providing Customer with consulting services under this Agreement.

Such travel and living expenses will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice.

(iii) **Late Charge.** ExecuTime will have the right to charge a late fee to the extent that any payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania Bank, plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to ExecuTime on demand.

(b) **Taxes.** Customer is responsible for paying all taxes (except for taxes based on ExecuTime's net income or capital stock) relating to this Agreement, the application services, the Software, and any other services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide ExecuTime with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, ExecuTime will invoice Customer for and Customer will pay to ExecuTime all such tax amounts.

(c) **Suspension of Service.** If in any instance, Customer fails to pay to ExecuTime within thirty (30) days after ExecuTime makes written demand therefor, and payment of the amount in question is not the subject of a bona fide dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that ExecuTime may have at law or in equity, ExecuTime may, in its sole discretion and without further notice to Customer, suspend or reduce its performance of the Application Services.

5. **Confidential information.** Except as otherwise permitted under this Agreement, the Receiving Party will not knowingly disclose to any third party, or make any use of the Disclosing Party's Confidential Information. The Receiving Party will use at least the same standard of care to maintain the confidentiality of the Disclosing Party's Confidential information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Receiving Party's receipt of that item. However, Customer's obligations to maintain the Software as confidential will survive in perpetuity.

6. **Term and Termination.**

(a) **Application Services Term.** The initial Application Services Term is for a period of thirty-six (36) months commencing on April 1, 2015 and ending March 31, 2018. Thereafter the term may be renewed for consecutive one (1) year periods upon execution of extension agreements in writing by the parties.

(b) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ExecuTime of a suspected Documented Defect will not constitute a notice of termination of this Agreement.

(c) Effect of Expiration of Application Services Term or Termination of Agreement. Upon the expiration of the Application Services Term, or upon any earlier termination of this Agreement by either party, Customer's right to receive the Application Services and to use the Software as otherwise provided for in this Agreement terminates. Any use of the Software after the Application Services Term or after the termination of this Agreement is a violation of this Agreement, and further, may subject the user to additional claims under applicable law, including without limitation claims for violation of ExecuTime's copyright interest in and to the Software.

(d) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential information will survive termination of this Agreement.

(e) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices,

8. **Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

9. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: ExecuTime's assignment of this Agreement or of any ExecuTime rights under

this Agreement to ExecuTime's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and ExecuTime's assignment of this Agreement to any person or entity to which ExecuTime transfers any of its rights in the Software.

10. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

11. **Choice of Law; Consent to Jurisdiction; Severability.** This Agreement will be governed by and construed under the laws of the State of Oklahoma, without reference to the choice of law provisions thereof. Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision of this Agreement, or based on any right arising out of this Agreement, shall be brought by or against a party exclusively in the District Court in and for the County of Tulsa, State of Oklahoma. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

12. **Limitations of Liability; Disclaimer of Warranties.**

(a) LIMITED LIABILITY OF EXECUTIME. EXECUTIME'S LIABILITY IN CONNECTION WITH THE APPLICATION SERVICES, THE SOFTWARE, ANY CONSULTING SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE APPLICATION SERVICES FEES THAT CUSTOMER ACTUALLY PAID TO EXECUTIME IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EXECUTIME BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT EXECUTIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, EXECUTIME MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE APPLICATION SERVICES AND/OR THE SOFTWARE, IN WHOLE OR IN PART. EXECUTIME EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

(d) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT EXECUTIME HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES

AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. The individual executing this Agreement on behalf of its party represents and warrants that he/she has full authority to bind such party to all terms, conditions and obligations of this Agreement.

The terms and conditions contained in this Agreement, including the prices, will be honored as set forth herein, provided this Agreement is fully executed and delivered on or before _____.

Customer:

ExecuTime:

BY: _____
PRINTED NAME: _____
PRINTED TITLE: _____
DATED SIGNED: _____

BY: _____
PRINTED NAME: _____
PRINTED TITLE: _____
DATE SIGNED: _____

APPENDIX A

Monthly Processing Services & Implementation Services

Term: Initial term begins ___6/01/2015___ (“Commencement Date”) and ends ___5/31/2018___. Following the expiration of the initial term, Application Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Total Costs**

Item Description	Cost
ExecuTime – Time & Attendance with Mobile Access - Monthly Access Fee Up to ___250__ employees	\$ 880.00
Startup Fee – Time & Attendance with Mobile Access - Implementation Services & Training	\$12,757.00
1. Server Configuration	
2. Design/Scope of Work	
3. Implementation Services	
4. Training Services	
5. Integration with SunGard	

***Not included:**

1. Conversion Services - converting data from another T/A system to ExecuTime Software.
2. Reasonable and customary travel-related expenses.
3. Cost of clock devices.
4. Custom programming and modifications to ExecuTime Software and standard payroll export.
5. Payroll interface from file SunGard is not included. Please contact SunGard directly for details.

Additionally:

1. Public Static IP address is required for the VPN router.
2. SAAS Hosting is provided and invoiced by ExecuTime.
3. Customer is providing a VPN router and agrees to the following:
 - ExecuTime does not experience problems with our existing cloud firewall. If any such issues arise, it will be the Customer’s responsibility to resolve any such problems within their network, or agree to revert back to our standard device which we will provide, with appropriate cost adjustments, etc.
 - The Customer assumes responsibility for the implementation, support and troubleshooting of all network connection issues from their side of the link.

Payment Terms:

Start-Up Fee:	Due upon execution of this Order Form. This is a one-time fee.
Monthly Access Fee:	The first twelve (12) Monthly Access Fees in the amount of \$10,560.00 shall be due upon execution of this Order Form. Subsequent Monthly Access Fees will be invoiced in advance on an annual basis.

Following the expiration of the Initial Term, ExecuTime reserves the right to increase the Application Service Monthly Fees on an annual basis, on each anniversary of the Execution Date. ExecuTime will notify Customer of the increase at least ninety (90) days prior to the effective date of such increase.

APPLICABLE TAXES ARE NOT INCLUDED IN THE SCHEDULE LISTED ABOVE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT OF PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred. Travel and living expenses actually incurred in prior months for which ExecuTime is seeking reimbursement, shall also be invoiced monthly.

APPENDIX B

Application Software Maintenance and Support Services

A. Services Provided:

1. Provide standard product enhancements for those modules of proprietary Software listed in Appendix A when and as the same are developed by ExecuTime.
2. Modifications and updates will be provided and are limited to those which use data supported within the baseline application Software and are required by regulatory changes.
3. Provide assistance to Customer in the use of the Software via telephone inquiries to ExecuTime designated Software support offices up to the maximum number of hours per application as listed in Appendix A. Telephone support services are available weekdays, excluding ExecuTime's honored holidays and weekends, during normal business hours.
4. Investigate errors in the intended capabilities of the Software upon receipt of notification from Customer and provide Customer with an alternate procedure or programming modifications to correct errors.
5. ExecuTime shall have no obligation to provide services under this Agreement to support errors or problems in the Software caused by negligence, abuse, or misapplication of the Software, or by failure to adhere to use the Software as specified in the user documentation.

B. Maintenance Hours. Maintenance is available during ExecuTime's normal business hours, Monday through Friday (currently 7 AM through 6 PM Central time), excluding ExecuTime-observed holidays (currently New Year's Day, Martin Luther King, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Day after Thanksgiving and Christmas Day and Day after Christmas. Holidays are subject to change).



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: February 9, 2015
Presenter: Jasman J. Smith, CMC, NCCMC

Item to be Considered

Subject: 2015 Municipal Elections

Action Requested: Council Direction on Filing Fees

Attachments: 2013 Filing for Elected Office, June 2013 Excerpt on Filing Fee Change

Prepared By: Jasman J. Smith, CMC, NCCMC

Date: 1/27/2015

ABSTRACT ROUTING:

TC1/27/2015-JJS

FD _____

TM tlp – 02/05/2015

Final tlp – 02/05/2015

Supporting Documentation

The 2015 Municipal election will be held on Tuesday, November 3, 2015. Filing by all municipal candidates for the 2015 Municipal Election in Pitt County will be located at the Pitt county government office at 1717 West 5th Street in Greenville. The filing will began at 8 am July 6, 2015 and ends at noon on Friday, July 17, 2015. Attached are the Filing Fees for Winterville and other local municipalities. The filing fee is twenty-five dollars (\$25) for the Mayor seat and twelve dollars (\$12) for the Council seats. At the June 10, 2013 Council Meeting the Town Council unanimously decided to reduce the filing fees for the Council seat to \$12.

Budgetary Impact: N/A.

Recommendation: Direct staff on the filing fees for Winterville

Filing for Elected Office, 2013

Filing for the 2013 Municipal Elections will begin at noon July 5th and end at noon July 19th. Candidates must be registered voters of Pitt County and residents of the municipality/district in which they are filing. Filing will take place at the Pitt County Board of Elections Office located at 1717 W. 5th St., Greenville NC 27834. **Filing fees must be paid in check or money order.**

Town of Ayden

Mayor – 1 seat

Filing fee: \$10.⁰⁰

Commissioner – 5 Wards

Filing fee: \$10.⁰⁰

Town of Bethel

Mayor – 1 seat

Filing fee: \$10.⁰⁰

Commissioner – 5 seats

Filing fee: \$10.⁰⁰

Town of Farmville

Mayor – 1 seat

Filing fee: \$15.⁰⁰

Commissioner – 2 seats

Filing fee: \$10.⁰⁰

Town of Fountain

Mayor – 1 seat

Filing fee: \$5.⁰⁰

Commissioner – 3 seats

Filing fee: \$5.⁰⁰

City of Greenville

Mayor – 1 seat

Filing fee: \$30.⁰⁰

City Council At-Large – 1 seat

Filing fee: \$12.⁰⁰

City Council – 5 Districts

Filing fee: \$12.⁰⁰

Town of Grifton

Mayor – 1 seat

Filing fee: \$36.⁰⁰

Commissioner – 2 seats

Filing fee: \$18.⁰⁰

Town of Grimesland

Alderman – 5 seats

Filing fee: \$5.⁰⁰

Village of Simpson

Mayor – 1 seat

Filing fee: \$5.⁰⁰

Council – 3 seats

Filing fee: \$5.⁰⁰

Town of Winterville

Mayor – 1 seat

Filing fee: \$25.⁰⁰

Council – 2 seats

Filing fee: \$12.⁰⁰

Candlewick Area Sanitary District

District Member – 3 seats

Filing fee: \$5.⁰⁰



STATE OF NORTH CAROLINA
PITT COUNTY

CLERK'S CERTIFICATION

I, Jasman J. Smith, Town Clerk of the Town of Winterville, North Carolina, do hereby certify that the attached is a true and accurate account of the motion made by Councilman Moore and seconded by Councilwoman Roberson of the Town of Winterville Governing Body on the 10th day of June 2013, to reduce the 2013 Filing Fees for the Council seats to \$12 (twelve dollars). Motion carried unanimously. (5-0)

An excerpt of the minutes from the 10th day of June 2013, Regular Meeting of the action is attached.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Winterville, North Carolina, this the 28th day of June 2013.



Jasman J. Smith, CMC



Winterville Town Council
June 10, 2013 Regular Meeting Minutes

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

Mayor Douglas Jackson
Mayor Pro-Tem Mark Smith
Councilman Johnny Moye
Councilman Ronald Cooper, Sr.
Councilman Tony Moore
Councilwoman Veronica Roberson
Terri L. Parker, Town Manager
Jasman Smith, Town Clerk
Keen Lassiter, Town Attorney
Alan Lilley, Planning Director
Anthony Bowers, Finance Director
Brad Black, IT Director
Mervin Taylor, Electric Utility Director
Evan Johnston, Parks/Recreation Director
Travis Welborn, Public Works Director
Mike Weldin, Code Enforcement Officer/Building Inspector
Mike Stec, Planner
David Moore, Fire Chief
Ryan Wilhite, Police Chief

2013 Filing Fees for the Town of Winterville Town Council:

A motion was made by Councilman Moore and seconded by Councilwoman Roberson to reduce the filing fees for the Council seats to \$12 (twelve dollars) effective immediately. Motion carried unanimously.

2015 Elections Schedule

Board Members Appointed	June 30 th
Candidate Filing for Office <i>Soil and Water Conservation District Supervisor</i>	July 6 th , 8:00 am – July 17 th , noon
Board Members Sworn-in and Organize	July 21 st
Precinct Judges Appointed	August 18 th
Absentee Ballot Mail Out Begins	October 4 th
Voter Registration Deadline for Municipal Election	October 9 th , 5:00 pm
Absentee Board Meeting	October 13 th , 4:30 pm
Absentee Board Meeting	October 20 th , 4:30 pm
One-Stop Voting	October 22 nd – 31 st
Absentee Board Meeting	October 27 th , 4:30 pm
Deadline to Request Absentee Ballot	October 27 th , 5:00 pm
Absentee Board Meeting	November 2 nd , 5:00 pm
Municipal Election	November 3rd
Deadline to Return Civilian Absentee Ballots In-Person	November 3 rd , 5:00 pm
Deadline to Return Civilian Absentee Ballots by Mail <i>Must be postmarked on or before Election Day</i>	November 6 th , 5:00 pm
Deadline to Return Military/Overseas Absentee Ballots Electronically <i>Must be postmarked on or before Election Day</i>	November 9 th , 5:00 pm
Absentee Board Meeting <i>Act on supplemental absentee ballots and provisionals.</i>	November 10 th , 9:00 am
Canvass	November 10 th , 11:00 am



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: February 9, 2015

Presenter: Jasman J. Smith, CMC, NCCMC

Item to be Considered

Subject: Town Volunteer Advisory Board Appreciation Dinner

Action Requested: Schedule dinner

Attachments: N/A.

Prepared By: Jasman J. Smith, CMC, NCCMC

Date: 1/27/2015

ABSTRACT ROUTING:

TC JJS-1/27/15

FD _____

TM tjp – 02/05/2015

Final tjp – 02/05/2015

Supporting Documentation

In prior years, the Town Council held a dinner to recognize the volunteers of the Town's advisory boards for their service to the Town of Winterville. In the past, the dinner was held during National Volunteer Appreciation Week.

National Volunteer Appreciation Week is April 12-18, 2015. Town Staff recommends scheduling the dinner on Thursday, April 16th at 7:00 pm, so that the Town may recognize its volunteers.

Budgetary Impact: \$1,000 – Funds are included in the Current Year (FY 2014-2015) Budget.

Recommendation: Schedule Dinner for Thursday, April 16th at 7:00 pm.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: February 9, 2015

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Town Hall Day.

Action Requested: Council Direction on Winterville Attendees for Town Hall Day (Wed. March 18).

Attachments: Agenda and Registration Costs

Prepared By: Terri L. Parker, Town Manager

Date: 1/27/2015

ABSTRACT ROUTING:

TC jjs1/27/2015

FD _____

TM tlp – 2/5/2015

Final tlp – 2/5/2015

Supporting Documentation

The NCLM's Annual Town Hall Day is being held early this year. See their message below:

Town Hall Day is organized by the League as the premier opportunity each year for city and town leaders to come to Raleigh to share their views on key municipal issues with legislators and executive branch officials. The day allows municipal officials from around the state to become a visible presence at the Legislative Building, sending a strong message about the importance of vibrant, healthy cities and towns. Town Hall Day is organized on behalf of the 540 municipalities represented by the League so that local officials can have coordinated meetings with key decision-makers. These meetings help legislators and state leaders understand that the League is working on behalf of all of cities and towns, and help to continue the dialogue between municipal and state officials.

The day will include:

- o A legislative briefing from the League's Governmental Affairs team.*
- o Meetings with House and Senate leadership.*
- o Individual meetings with district legislators.*
- o Discussions with representatives of state agencies;*
- o Opportunities to attend legislative committee meetings and floor sessions of the House and Senate.*
- o An evening reception with legislators and key state leaders.*
- o*

Don't miss this chance to join your fellow officials from around the state to meet with the people whose decisions affect your community. If anyone attending has a disability requiring a special accommodation, please contact Diane Godwin at (919) 733-2635 or dgodwin@nclm.org to make specific arrangements.

Registration Deadline is Wednesday, March 11.

This is an important on many legislative fronts and Town Hall Day offers an opportunity to talk with our representatives and let them know what we need for Winterville.

Budgetary Impact: N/A.

Recommendation: Council Direction on Winterville Attendees for Town Hall Day (Wed. March 18).



Town of Winterville Town Council Agenda Abstract

Item Section: New Business

Meeting Date: February 9, 2015

Presenter: Alan Lilley, Planning Director

Item to be Considered

Subject: Revised Preliminary Plat for Laurie Meadows Subdivision

Action Requested: Approval

Attachments: Planning Board Report

Prepared By: Alan Lilley, Planning Director

Date: 1/26/2015

ABSTRACT ROUTING:

TC JJS-2/3/2015

FD _____

TM tlp – 2/5/2015

Final tlp – 2/5/2015

Supporting Documentation

Laurie Meadows is a single-family residential located on the south side of Laurie Ellis Road. Laurie Meadows will have a total of 98 lots at completion. The current owners also own the adjoining property to the east of Laurie Meadows (Mellon Downs Subdivision). This Preliminary Plat takes some property from the adjoining property and adds it to Laurie Meadows and reconfigures some of the lots in Laurie Meadows. The resulting lots will have great depth than as originally proposed, giving them a better “buildable” area.

The Planning and Zoning Board unanimously voted to recommend approval at their January 20, 2015 meeting (see attached Planning and Zoning Board Report).

Budgetary Impact: N/A

Recommendation: Approval of Revised Preliminary Plat

January 20, 2015

To: Mayor and Town Council

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

Subject: Planning & Zoning Board Report for January 20, 2015 Meeting

As recorded in the minutes of the January 20, 2015 meeting, the Winterville Planning and Zoning Board took the following actions and/or made the following recommendations:

A. Revised Preliminary Plat for Laurie Meadows, Phase 3

Following discussion, a motion to recommend approval of the Revised Preliminary Plat was made by Joseph Stancil and seconded by Joe Shambley. The motion was carried unanimously.

B. Final Plat for Denali, Section 3

Following brief discussion, a motion to recommend approval of the plat on the condition that the street paving be completed or that a guarantee of improvements be provided prior to recording of the final plat was made by Gregory Monroe and seconded by Peggy Cliborne. The motion was carried unanimously.

End of Report



Town of Winterville Town Council Agenda Abstract

Item Section: New Business

Meeting Date: February 9, 2015

Presenter: Alan Lilley, Planning Director

Item to be Considered

Subject: Final Plat for Denali, Section 3

Action Requested: Conditional Approval

Attachments: Planning & Zoning Board Report for January 20, 2015 Meeting

Prepared By: Alan Lilley, Planning Director

Date: 1/5/2015

ABSTRACT ROUTING:

TC JJS-2/3/2015

FD _____

TM tlp – 2/5/2015

Final tlp – 2/5/2015

Supporting Documentation

Denali is a single-family residential subdivision located on the east side of Red Forbes Road. At completion, Denali will contain 68 lots. This final plat creates 13 lots and is the last section of Denali. Required improvements for this section are complete with the exception of paving of the street. It is the developers' intent to complete the paving prior to recording of the final plat rather than posting a guarantee of improvements. The paving contractor is waiting for suitable weather conditions to complete the paving. The Planning and Zoning Board voted to recommend conditional approval at their January 20, 2015 meeting (see attached Planning and Zoning Board Report).

Budgetary Impact: N/A

Recommendation: Approval with recording of the plat to take place only after completion of the street paving.

January 20, 2015

To: Mayor and Town Council

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

Subject: Planning & Zoning Board Report for January 20, 2015 Meeting

As recorded in the minutes of the January 20, 2015 meeting, the Winterville Planning and Zoning Board took the following actions and/or made the following recommendations:

A. Revised Preliminary Plat for Laurie Meadows, Phase 3

Following discussion, a motion to recommend approval of the Revised Preliminary Plat was made by Joseph Stancil and seconded by Joe Shambley. The motion was carried unanimously.

B. Final Plat for Denali, Section 3

Following brief discussion, a motion to recommend approval of the plat on the condition that the street paving be completed or that a guarantee of improvements be provided prior to recording of the final plat was made by Gregory Monroe and seconded by Peggy Cliborne. The motion was carried unanimously.

End of Report



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: February 9, 2015

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: FY 2015-2016 Budget Calendar

Action Requested: Approval of Calendar.

Attachments: Copy of Amended FY 2015-2016 Budget Calendar

Prepared By: Terri L. Parker, Town Manager

Date: 2/5/2015

ABSTRACT ROUTING:

TC _____

FD _____

TM tlp – 02/05/2015

Final tlp – 02/05/2015

Supporting Documentation

Please see the attached DRAFT Budget Calendar for the FY 2015-2016 Budgeting Process. Staff awaits Council direction on any changes.

Budgetary Impact: Nominal costs are included in the current year budget.

Recommendation: Approve Budget Calendar.



TOWN OF WINTERVILLE

FY 2015-2016

BUDGET CALENDAR

DATE	DESCRIPTION	TIME	LOCATION
February 5th, 2015	Town Council Retreat/ Budget Update Establishment of 2015-2016 Priorities	5:30 pm	WCR
February 27, 2015	Distribution of Budget Worksheets to Mgmt. Team	N/A	TMGR OFFICE
March 31th, 2015	Management Team Recommendations Due	N/A	TMGR OFFICE
May 12th-15th, 2015	Manager Review w/ Mgmt. Team	N/A	TMGR OFFICE
May 4th, 2015	Town Council & Manager Progress Meeting	5:30 pm	THECR
May 18th, 2015	Hand delivery of the Recommended Budget	N/A	N/A
May 26th, 27th, 28th, 2015	Town Council Budget Work Session	6:00 pm	WCR
June 2nd, 2015	Public Hearing	7:00 p.m	THAR
June 15th, 2015	Adoption of the 2015-2016 Budget Ordinance	6:00 p.m	THAR
July 1st, 2015	Fiscal Year Begins	N/A	N/A

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

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

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

OCTR:
Ops Center Training Room
2936 Church St. Ext.
Winterville, NC 28590



**Town of Winterville
Town Council
Agenda Abstract**

Meeting Date: February 9, 2015

Presenter: Travis Welborn

Item Section: New Business

Item to be Considered

Subject: Stream Debris Removal Project Grant Contract

Action Requested: Approval of Contract w/ North Carolina Department of Agriculture and Consumer Services

Attachments: Contract and Funding Offer

Prepared By: Travis Welborn, Public Works Director

Date: 1/27/2015

ABSTRACT ROUTING:

TC JJS-2/3/2015

FD _____

TM tlp – 12/4/13

Final tlp – 12/4/13

Supporting Documentation

The Town of Winterville recently partnered with Pitt County to apply for a state grant for removal of woody storm debris and vegetation from local streams and ditches. In conjunction with the Pitt County Soil and Water Conservation District staff identified two large outfall ditches within it's jurisdiction where flow was impeded by storm debris. Staff applied for a grant with the NCDA&CS, Division of Soil & Water Conservation to cover a portion of the costs associated with the debris removal. The Town was approved for a grant of \$12,500 with a matching Town contribution of \$2,500 for a total project cost of \$15,000. Staff believes this will be enough money to cover the costs associated with clearing both outfall ditches. Staff recommends approval of the contract for the grant with the NCDA&CS, Division of Soil & Water Conservation.

Budgetary Impact: A match of \$2,500 will be required from the Town. Staff proposes to use Stormwater Funds to cover this expense.

Recommendation: Approve contract for grant with NCDA&CS, Division of Soil & Water Conservation.



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

January 13, 2015

Mr. Travis Welborn
Town of Winterville
2936 Church St.
Winterville, NC 28590

NOTIFICATION OF FUNDING OFFER

Dear Mr. Welborn:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation. I am pleased to inform you that **\$12,500.00** for your project, **Town of Winterville Stream Debris Removal**, was approved under the Stream Debris Removal Project.

Two original Contract packets must be completed and returned to the NCDA&CS, making sure that the Contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided in your Contract cover document. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

David B. Williams, Deputy Director
NC Department of Agriculture & Consumer Services, Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

All authorized representative signatures must be in blue ink. Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each Contract Packet.

One fully executed, original Contract will be returned to you for your records. If you have any questions about your Contract or any of the forms contained in your offer packet, please call David Williams at 919-715-6103, or feel free to send an email to David.B.Williams@ncagr.gov.

I would like to take this opportunity to thank you for participating in the Stream Debris Removal Project for removing stream debris resulting from past and recent storms.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

cc: Kathryn L. Caler, M.L.S., Grants & Contracts Administrator

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a

designated amount of public funds for a specific purpose.

- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by

giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) Circular A-87, A-122, or A-21, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Attachment A

Attachment B

ATTACHMENT B

SCOPE OF WORK

STREAM DEBRIS REMOVAL PROJECT

Town of Winterville (the "GRANTEE") will complete stream debris removal activities including cutting and removing downed trees, broken tops, and woody debris that impede or potentially impede water flow in the streams and tributaries described in the application submitted by the GRANTEE.

The GRANTEE will ensure that all required permits are secured for each site before any work proceeds for that site.

The GRANTEE will ensure that it follows the Best Management Practices for Selective Clearing and Snagging to manage all woody debris removed from streams. These guidelines can be downloaded

at [http://www.ncwater.org/Financial Assistance/Minimum%20Criteria%20-%20Incremental%20Effects%20of%20LWD%20Removal%201992.pdf](http://www.ncwater.org/Financial_Assistance/Minimum%20Criteria%20-%20Incremental%20Effects%20of%20LWD%20Removal%201992.pdf)

Application for NCDA&CS Financial Assistance for Stream Debris Removal

Please provide the following information. Print or Type.

Applicant's Organization: Town of Winterville

Contact Name: Travis Welborn County: Pitt

Mailing Address: 2936 Church St., Winterville, NC 28590

Telephone #: (252) 215-2428 Mobile #: (252) 414-8793

Fax #: (252) 215-2466 E-mail: travis.welborn@wintervillenc.com

Total Amount of Funding Requested (dollars): \$18,750.00

Total Estimated Project Cost (dollars): \$18,750.00

Impacted Stream/Drainage channel Name: (Use name on USGS Quad Sheet). Please send by email (pdf) a good and clear map of stream/drainage indicating the proposed project location (prefer 7.5" Quad Map):

No Name - Local Name Longbranch Canal

No Name - Local Name Winterville Outfall Canal

Is the project subject to stream buffer requirements? Yes X No

Description of damage resulting from natural disaster (include length of affected stream reach):

Past storms have blown trees across channel causing debris to catch on them and impede flows from storms. The Town of Winterville has done some debris removal but are to a point they need a contractor with specialized equipment for hand removal.

Description of economic, environmental, and social damages resulting from debris (include realistic \$ estimate of potential losses) :

Longbranch Canal - This canal has seen significant development in the past 10 years. This canal was originally planned to be in the Swift Creek Drainage District but was removed during the planning phase of the project, so it is not on a regular maintenance schedule. The buffers have not been maintained allowing large trees to grow along the bank and making it susceptible to trees falling across during high wind storms. Some houses had water up to them and some had water under them.

Winterville Outfall Canal - This canal carries water from the southern side of Winterville. Since Hurricane Irene, the Soil and Water District has worked with Winterville to relieve flooding issues with landowners upstream. One neighborhood has had water in

Application for NCDA&CS Financial Assistance for Stream Debris Removal

townhomes and on several occasions have had to block streets for extended periods of time, limiting emergency access to residents. The Town has been working on both of these and have invested numerous resources but are to a point they need assistance from someone with specialized equipment.

Description of method used to estimate total debris removal project cost (e.g., cost per foot of stream, cost per cu. yd. of debris to remove):

We have contacted a contractor who specializes in this work and have been given a rough estimate of \$2.50 per foot. We are in the process of getting an actual estimate based on infield evaluation.


Description of any state or federally listed threatened or endangered species potentially adversely impacted by the proposed action and any strategies proposed to mitigate adverse impacts:

None known

Please estimate the total funding needed for stream debris removal (beyond normal maintenance) in your district/county, including, but not limited to the amount requested for this project. This is needed to develop data to support future funding requests for debris removal projects.

\$30,000.00

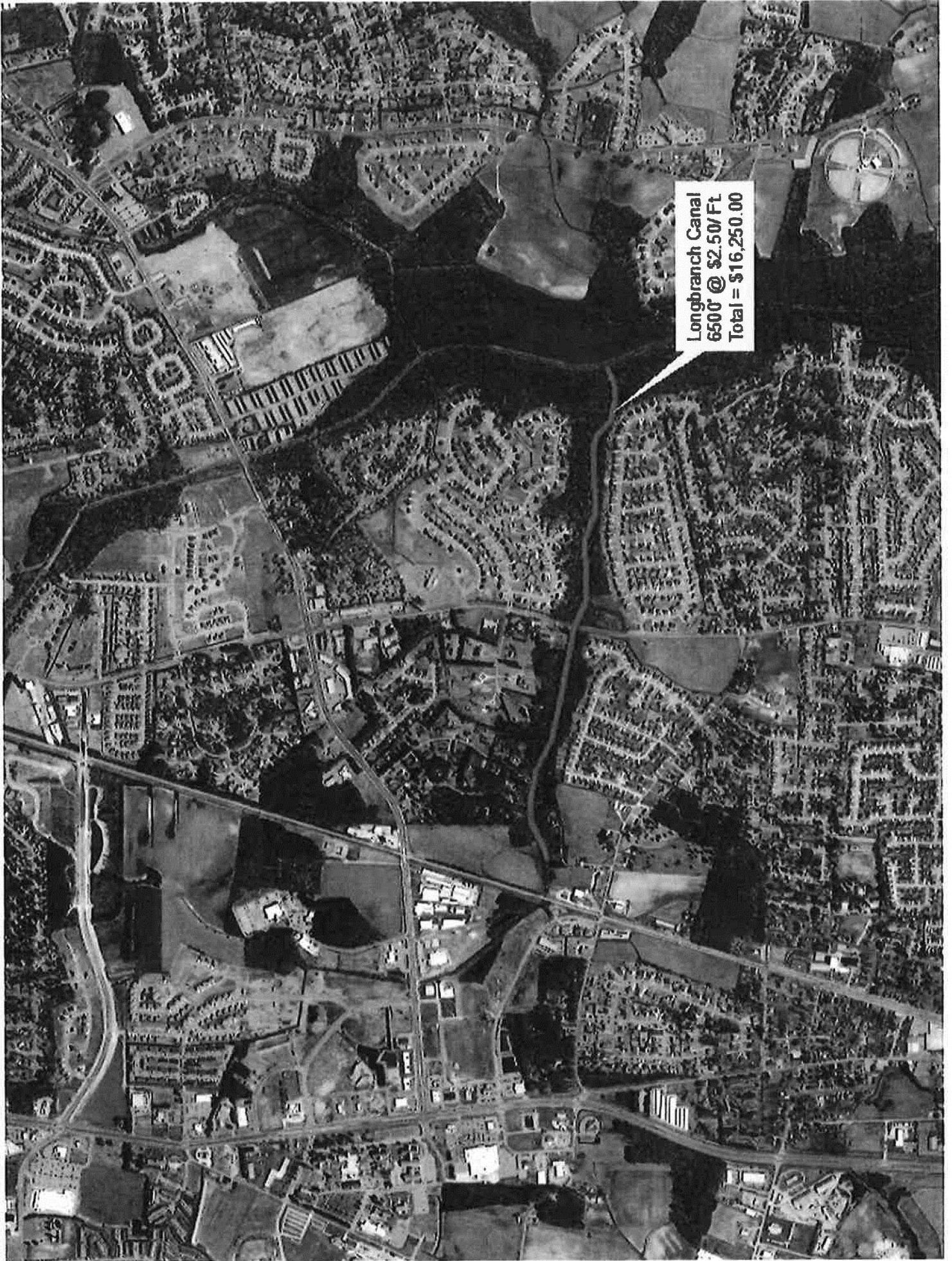
Please include other available documentation of affected area (FEMA floodplain maps, aerial photos, photos of stream channel, etc)


Signature of authorized official for Applicant

11/20/2014
Date

By November 21, 2014, submit completed application by email, mail, or fax to:

David B Williams, Deputy Director
Division of Soil and Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614
Phone: (919) 715-6103
Fax: (919) 715-3559
Email: David.B.Williams@ncagr.gov



Longbranch Canal
6500' @ \$2.50/Ft
Total = \$16,250.00

Live-in Theater

Pace Academy

Temple Ch

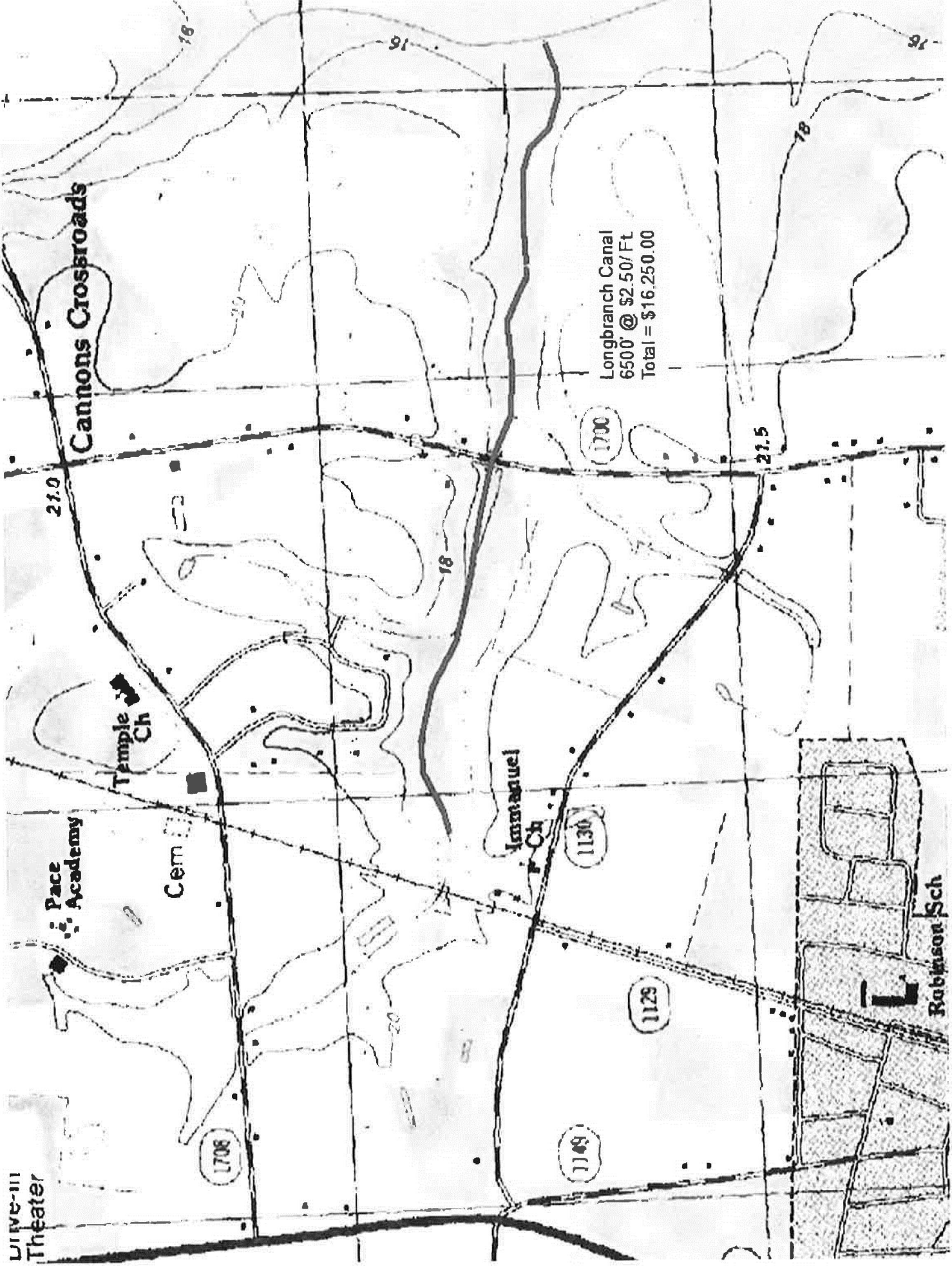
Cem

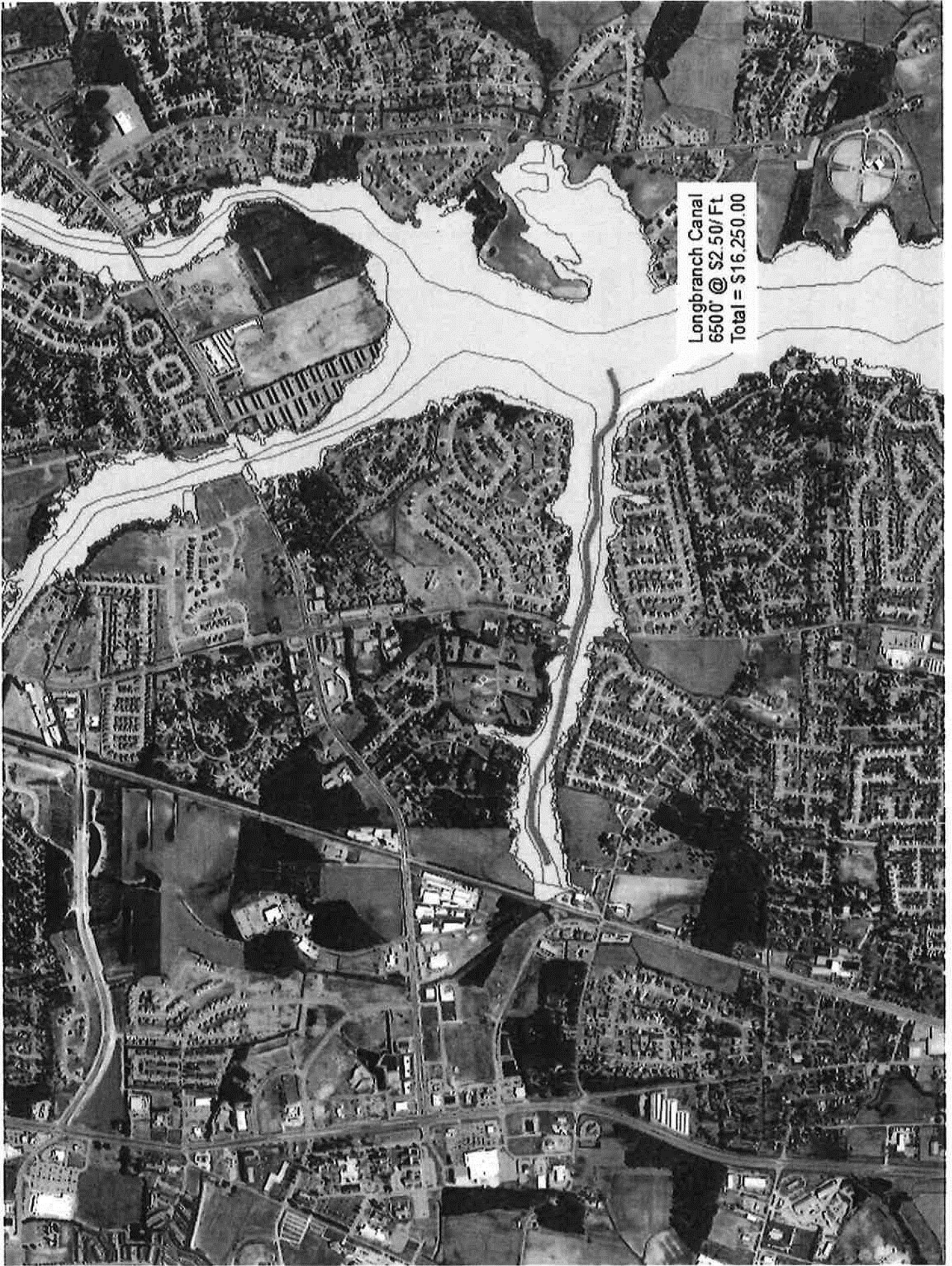
Immanuel F Ch

Robinson Sch

Cannons Crossroads

Longbranch Canal
6500' @ \$2.50/Ft
Total = \$16,250.00

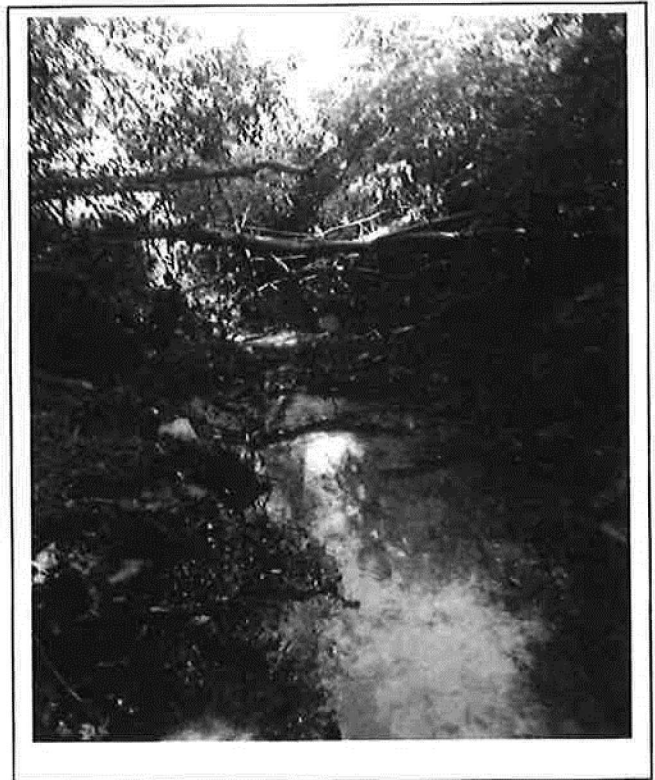




Longbranch Canal
6500' @ \$2.50/ Ft
Total = \$16,250.00

Winterville Clearing and Snagging Photos

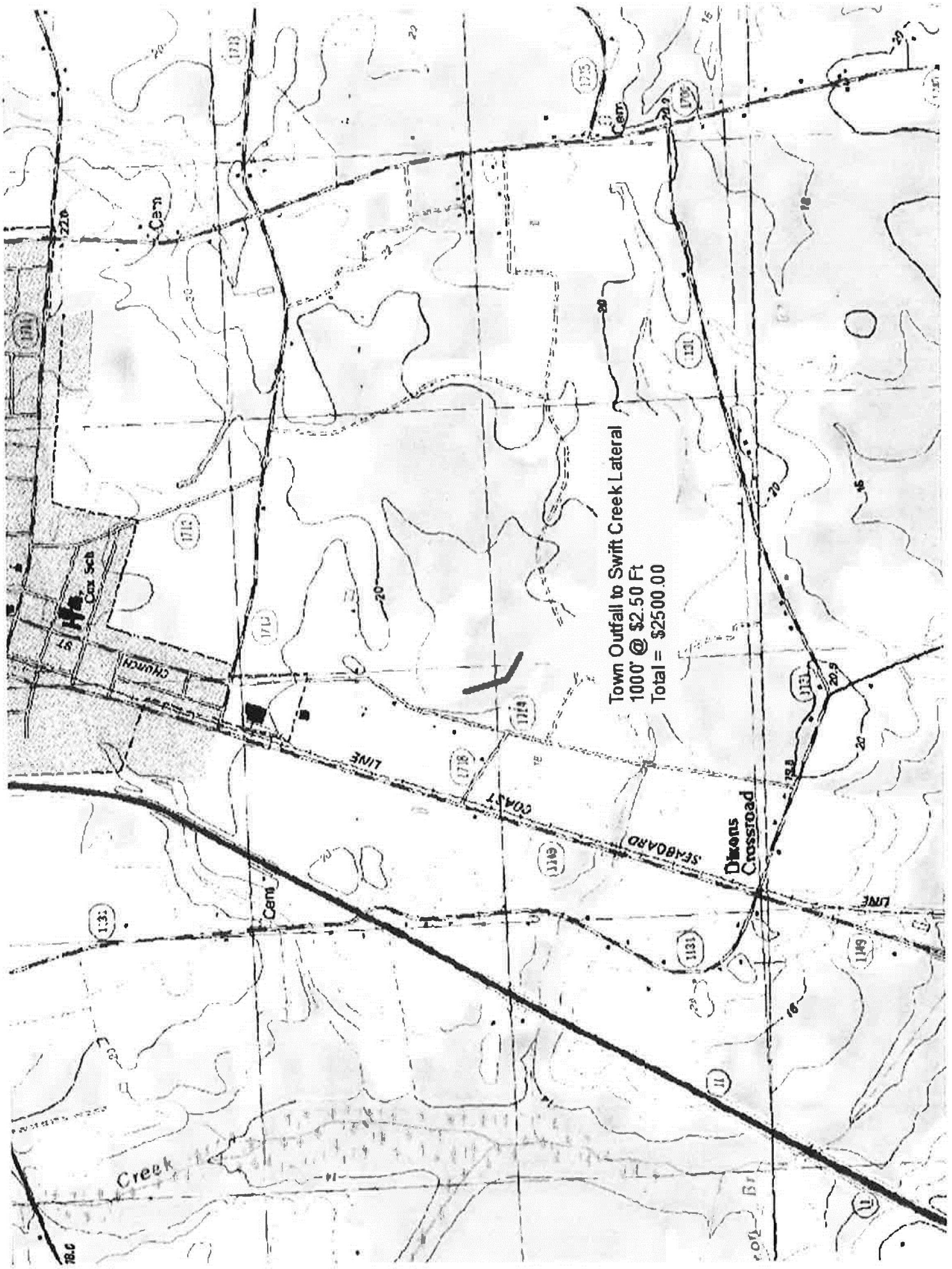
Longbranch Canal



Only ~1000' of the total could be accessed at time of evaluation.



Town Outfall to Swift Creek Lateral
1000' @ \$25.00 Ft
Total = \$25000.00



Town Outfall to Swift Creek Lateral
1000' @ \$2.50 Ft
Total = \$2500.00

Creek

CHURCH

Cem

SEABOARD
COAST
LINE

Dikens
Crossroad

Swift Creek Lateral

1000' @ \$2.50 Ft

Total = \$2500.00

Cem

Cem

LINE

COAST BR

78.6

11

11

1149

1131

1119

1114

1118

1174

1111

1131

1175

1176

1173

29

16

30

18

16

20

20

20.9

20.9

20

20

20

20

23

23



Town Outfall to Swift Creek Lateral
1000' @ \$2.50 Ft
Total = \$2500.00

Winterville Clearing and Snagging Photos

Winterville Outfall Canal



Only ~300' of the total could be accessed at time of evaluation.

Attachment C

Certifications and Assurances Section

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 7 CFR Part 3018, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 7 CFR Part 3018, Sections 3018.105 and 3018.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which relevance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required information or who makes a prohibited expenditure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200, Subpart B:

- A. The applicant certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (A) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021, Subparts A, B, and E, for grantees, as defined at 7 CFR Part 3021:

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction.

Notice shall include the identification number(s) of each affected grant;
 - f) taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or
 - ii. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency;
 - g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____	_____
_____	_____
_____	_____

DRUG-FREE WORKPLACE - (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021, Subparts A, C, and E, for grantees, as defined at 7 CFR Part 3021:

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the agency.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: _____
Contract Number: _____ Amendment Number: _____
Grantee Name: _____
TAX ID Number: _____
Fiscal Year Ends: _____

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.

2. Current project timeline: Begin _____ End _____

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)

4. The Grantee's WEB URL: _____

5. * Grantee County of Residence: _____ Congressional District#: _____
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit: Single County: Yes No County Name: _____
Statewide: Yes No
Regional: Yes No

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.

Attachment D

Attachment E

Signature Card



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures (in Blue Ink) of agency representatives in the designated areas. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents.

SECTION I.

Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	

SECTION II.

Certification:

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

GOVERNMENTAL ENTITIES

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title:	Print Name & Title:
Signature:	Signature:

Attachment F

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment G

Office of the State Controller

Return to: OSC Support Services Center
 Address: 1410 Mail Service Center
 Raleigh, NC 27699-1410

**Vendor Electronic Payment Form**

Email: osc.support.services@osc.nc.gov
 Telephone: 919-707-0795

- New Add Request Fax: 919-981-5561
 Change Existing ePay Account

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must complete this form, attach a voided check, and return via mail, e-mail, or fax to the information listed above.

PRINT the following information.		FAX <u>or</u> E-MAIL ADDRESS for payment notification. (Place a check mark in front of the method that you prefer.)	
Payee Name:		Required E-mail Address:	
Federal ID #/SSN #:		If you would like to receive remittances via fax, please check the box below. Otherwise remittances will be sent via E-mail. <input type="checkbox"/> FAX Number:	
Payee Address for Applicable Accounts:			
Bank Name:		Print Name and Title:	
Bank Routing Number:		Contact Phone Number:	
<input type="checkbox"/> Checking Acct #:		<input type="checkbox"/> Savings Acct #:	

**ATTACH VOIDED CHECK OR PROVIDE A BANK LETTER WITH
ACH ROUTING/ACCOUNT INFO**

I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, as well as the requirements of the Office of Foreign Assets Control (OFAC). Check one of the following:

I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is not subject to being transferred to a foreign bank account.

I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is subject to being transferred to a foreign bank account. I understand that any electronic payments that may be remitted to me may be labeled with "IAT" as the standard entry class. I acknowledge that availability of funds credited to the account will be subject to my receiving financial institution's policies and procedures. I also understand that the remitting agency may elect to remit future payments to me via paper check instead of electronically.

I authorize the Office of the State Controller to initiate direct deposit entries each pay period, and if necessary, adjustments for any direct deposit entries in error, to the financial institution and account identified on the attached certification document. I understand and accept the conditions of participation in the direct deposit program. This authority will remain in effect until I cancel it in writing.

SIGNATURE:	DATE:
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NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
 Steven W. Troxler, Commissioner

NCDA&CS Division of Soil & Water Conservation

CONTRACT "CHECK OFF LIST" for Grantee

INSTRUCTIONS: CHECK THE "YES" BOXES IN LEFT COLUMN FOR THE DOCUMENT TITLES THAT ARE BEING RETURNED WITH THE TWO SIGNED, DATED and WITNESSED COPIES OF THE CONTRACT, WITH SIGNATURES IN BLUE INK. BE SURE TO INCLUDE ALL THE OTHER DOCUMENTS SPECIFIED IN YOUR CONTRACT PACKAGE. IF "X NO" HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQUIRED FOR THIS GRANT PROGRAM OR PROJECT.

GRANTEE ORGANIZATION NAME: Town of Winterville

PROJECT TITLE/NAME: Town of Winterville Stream Debris Removal

CONTRACT #: TRACKING #: 15-E-197-SWC-SDR

Effective 7/14

GOVERNMENTAL ENTITIES ONLY Check one Box	DOCUMENT TITLE <u>ALL SIGNATURES MUST BE IN BLUE INK</u>	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract "Check Off List" for Grantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT A - General Terms & Conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT B - Scope of Work Description of Services or Grantee's Proposal	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT C - Certifications and Assurances Section	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT D - NC OpenBook Supplemental Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT E - Signature Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT F - W-9 Tax Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT G - Vendor Electronic Payment Form	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



Departmental Use Only	
CENTER:	<u>1611-3786</u>
ACCOUNT:	<u>536502</u>
CFDA/OTHER:	<u></u>
AMOUNT:	<u>\$12,500.00</u>

**North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation
Stream Debris Removal Project - Governmental**

Contract # _____

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation** (the "Agency") and **Town of Winterville** (the "Grantee"), and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6001376 and is physically located in Pitt County, and is further located at 2936 Church St. Winterville, NC 28590.

The purpose of this Contract is to remove from streams debris resulting from past and recent hurricanes, ice storms and tornadoes. The Grantee's project title is **Town of Winterville Stream Debris Removal**. This Contract is funded by a grant provided to the Agency by the Department of Environment & Natural Resources, Division of Water Resources. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work (includes a Timeline), and Grantee Application Packet (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Electronic Payment Request Form (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph I, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on **January 16, 2015** and shall terminate on **December 31, 2016** with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. **Grantee's Duties:**

The Grantee shall provide the services as described in the Attachment **B: Scope of Work**.

IV. **Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **\$12,500.00**. This amount consists of: **\$12,500.00** in State funds.

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	\$
	Cash	\$
	Cash and In-kind	\$
	Cash and/or In-kind	\$
	Other/Specify:	\$

c. The Grantee's matching requirement is \$2,500.00 which consists of:

	In Kind	\$
	Cash	\$
	Cash and In-kind	\$
	Cash and/or In-kind	\$2,500.00
	Other/Specify:	\$

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount with matching funds is **\$15,000.00**.

V. **Conflict of Interest Policy:**

The Agency has determined that the Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VI. **Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. **Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency within 60 days of the termination of this Contract.

VIII. **Reporting Requirements:**

(1) State [N.C.G.S. 143C-6-23]:

The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Agency Reporting Requirements:

- a) The Grantee shall submit quarterly progress reports, with each report due on or before the last day of April, July, October, and January, continuing until the project is complete and final project report is

approved. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.

- b) The quarterly and final report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project. Although the Grantee is not required to provide cash nor in-kind match for the project, the report should reflect the Grantee's total cash and in-kind match contributions if applicable.
- c) Grantee shall submit a Final Financial report and Final Invoice not later than 60 days after the expiration or termination of this Contract.

IX. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project and, upon approval by the Agency, shall receive payment within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to; copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor; salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Payment shall be made in accordance with the Contract Documents and as described in the Scope of Work, Attachment B.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Staff from the Agency of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the Grantee. The Agency must determine that all work has been completed satisfactorily in accordance with the Best Management Practices for Selective Clearing and Snagging.

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David B. Williams Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-715-6103 Email: David.B.Williams@ncagr.gov	David B. Williams Division of Soil & Water Conservation 512 N. Salisbury Street, Room 417D Raleigh, NC 27604-1170

For the Grantee:

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Travis Welborn Town of Winterville 2936 Church St. Winterville, NC 28590 Telephone: 252-215-2428 Fax: 252-215-2466 Email: travis.welborn@wintervillenc.com	Same

XI. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements
- b. Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIII. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which are retained by the Agency, the day and year first above written.

Grantee _____

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner
Printed Name of Authorized Representative