

TOWN COUNCIL AGENDA

September 10, 2018 - 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 OF EMPLOYEES:
 - 1. Dillion McDaniel, NCAMES Rodeo.
 - 2. Ron Mills, NCAMES Rodeo.
 - 3. Chris Turnage, NCAMES Rodeo.
 - 4. Randall Rouse, NCAMES Rodeo.

VII. PRESENTATIONS:

- 1. Dr. Lawrence Rouse, President of Pitt Community College. Susan Nobles, Vice President Institutional Advancement will be introducing Dr. Rouse.
- 2. 2017 Street Improvements Construction Progress Update Bryan Fagundus, Ark Consultant.
- 3. How are We Doing? Update on Town Projects and Associated Funding Ben Williams, Assistant Town Manager.
- VIII. PUBLIC COMMENT: The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.
- IX. CONSENT AGENDA: The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.
 - 1. Approval of the following sets of Council Meeting Minutes:
 - ✓ May 30, 2018 Budget Workshop #1 FY 2018-2019 Fiscal Year Budget.
 - ✓ May 31, 2018 Budget Workshop #2 FY 2018-2019 Fiscal Year Budget.
 - ✓ June 4, 2018 Budget Public Hearing FY 2018-2019 Fiscal Year Budget.

- 2. Appointment of Voting Delegate and Alternate Voting Delegate for the Annual NCLM Conference, Hickory, NC.
- 3. Charge Tax Collector to Collect 2018-2019 Taxes.
- 4. Settlement of 2017-2018 Taxes.
- 5. Mellon Downs Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83 and 85 Set Public Hearing for Annexation for October 8, 2018.
- 6. Aces for Autism Property (Parcel #14643) Rezoning Set Public Hearing for Annexation for October 8, 2018.

X. OLD BUSINESS:

- 1. Purchase of Altec Industries 60 foot Bucket Truck through Sourcewell Purchasing Cooperative.
- 2. Purchase of John Deere 410L Backhoe Loader through Sourcewell Purchasing Cooperative.
- 3. Award of Contract for Hillcrest Park Basketball Court Resurfacing.

XI. **NEW BUSINESS:**

- 1. Selection of Consultant for Horizon Land Use Plan Stewart.
- Discussion and Approval of Contract between Pitt County Schools and the Town of Winterville
 for one (1) School Resource Officer (Town officer) who will primarily be based at AG Cox Middle
 School, with secondary duties at both WH Robinson and Creekside Elementary Schools.
- 3. Budget Amendment.
- 4. 2018 Christmas Tree Lighting Ceremony Date.

XII. OTHER AGENDA ITEMS.

XIII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS.

XIV. REPORTS FROM DEPARTMENT HEADS:

Update on Projects Currently Underway: Regional Sewer Pump Station Project

Chapman Street Culvert - Nobel Canal Drainage

Basin Study

2018 SRF Application (Sewer Rehabilitation)

NTE Plant Construction Project

Minimum Housing/Code Enforcement

Horizon Land Use Plan

Multi-Purpose Building Site Plan

Winterville Market/Town Common Plan

Resurfacing of the Hillcrest Basketball Courts

(See above in Old Business.)

Fork Swamp Greenway Project

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

XVI. ANNOUNCEMENTS:

- 1. Special Called Meeting September 17, 2018 5:30 pm Town Hall Executive Conference Room.
- 2. Planning and Zoning Board Meeting September 17, 2018 7 pm Town Hall Assembly Room.

- 3. Board of Adjustment Meeting September 18, 2018 7 pm Town Hall Assembly Room.
- 4. Community Day September 15, 2018 1 pm 6 pm Winterville Recreation Park.
- 5. Operation Beautification September 15, 2018, 9 am Winterville Train Depot.
- 6. 2018 NCLM Conference September 19 21, 2018, Hickory, NC.

XVIII. ADJOURN.

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



Town of Winterville Town Council Agenda Abstract

Item Section: Consent Agenda

Meeting Date: September 10, 2018 **Presenter:** Donald Harvey, Town Clerk

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Item to be Considered						
Subject: Council Meeting Minutes.						
Action Requested: Approval of Draft Minutes.						
Attachment: DRAFT Minutes.						
Prepared By: Donald Harvey, Town Clerk Date: 8/27/2018						
ABSTRACT ROUTING:	_					
☐ TC ☐ FD ☐ TM <u>9/6/2018</u> ☐ Final <u>9/6/2018</u>						
Supporting Documentation						
	_					
 Approval of the following sets of Council Meeting Minutes: May 30, 2018 Budget Work Session Meeting Minutes May 31, 2018 Budget Work Session Meeting Minutes June 4, 2018 Budget Public Hearing Meeting Minutes 						
Budgetary Impact: N/A.						
Recommendation: Approval of Minutes.	_					



Winterville Town Council May 30, 2018 Budget Work Session Meeting Minutes

The Winterville Town Council met in a Budget Work Session Meeting on the above date at 6:00 PM in the Winterville Train Depot, with Mayor Douglas A. Jackson presiding. The following were present:

Douglas A. Jackson, Mayor Mark Smith, Mayor Pro-Tem Ricky Hines, Councilman Tony Moore, Councilman Johnny Moye, Councilman Veronica Roberson Councilwoman Terri L. Parker, Town Manager Ben Williams. Assistant Town Manager Ryan Willhite, Police Chief David Moore, Fire Chief Travis Welborn, Public Works Director Robert Sutton, Electric Director Anthony Bowers, Finance Director Evan Johnston, Parks and Recreation Director Bryan Jones, Planning Director Amy P. Barrow, Executive Staff/Human Resource Assistant Donald A. Harvey, Town Clerk

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

INVOCATION: Councilwoman Roberson gave the Invocation.

WELCOME: Mayor Jackson welcomed everyone to the work session.

<u>APPROVAL OF AGENDA</u>: Motion made by Councilman Hines and seconded by Councilwoman Roberson to approve the agenda. The motion carried unanimously (5-0).

Manager Parker noted some housekeeping items, Mayor Pro Tem Smith gave the blessing, and the group ate dinner.

<u>ITEMS FOR DISCUSSION:</u> Fiscal Year 2018-2019 Recommended Budget. Manager Parker began with comments summarizing the Budget and Explanation of Current Deficit. Council has received updated budget summary information showing a \$4.5 million shortfall between requests and revenues available. Departments have been ask to make cuts. The bulk of requests encompass new positions and large capital purchases.

Assistant Manager Williams gave the following presentation on potential changes to revenues relating to storm water:



STORMWATER UTILITY ENTERPRISE FUND USER RATES April 30, 2018

Uses for the Stormwater Utility Fee Enterprise Fund

- Maintenance of Stormwater Infrastructure
- Drainage Improvements
- Public Outreach and Education
- Stormwater Treatment
- Allow focused effort on drainage related needs within the Town



Town of Winterville Stormwater Utility

- Over forty (40) miles of stormwater pipes
- Over 2,100 Basins/Structures
- Outfall/Ditches



STORMWATER INFRASTRUCTURE April 30, 2018

Town of Winterville Stormwater Utility Fee

- Residential \$2.00 per mo. or \$24.00 Per Customer/Year
- FY 2017-2018 Stormwater Fund (Operations and Capital Outlay) Budgeted Amount = \$200,990 (\$187,310 Billing Revenue + \$13,680 Fund Balance)
- Approximately \$52,000 is for salary/benefits.
- Nearly 1/10 is transferred to General Fund for Services Rendered
- Approximately \$124,000 is appropriated for Maintenance (Annual Ditch Contract = \$17,000), Materials/Equipment, Design, and Construction.







STORMWATER INFRASTRUCTURE April 30, 2018

Stormwater System Maintenance









STORMWATER INFRASTRUCTURE April 30, 2018

Stormwater System Maintenance









STORMWATER INFRASTRUCTURE April 30, 2018

Stormwater System Maintenance









STORMWATER INFRASTRUCTURE April 30, 2018

Stormwater System Maintenance







2015 - Hired contractor to conduct four (4) major sinkhole repairs at a cost of \$12,000.



STORMWATER INFRASTRUCTURE April 30, 2018

Stormwater System Maintenance



20 linear feet of 60" CMP replacement due to failure exceeds \$20,000.



Stormwater System Immediate Needs



1 Basin w/ 5 Projects = \$6 Million (32 years)

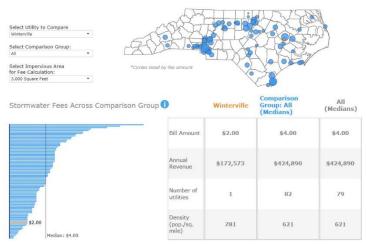


STORMWATER INFRASTRUCTURE April 30, 2018

Stormwater Fee Comparisons

Note: The dashboard and related resources are being made available for local governments interested in stormwater practices across the state, but some of this information is still being researched and is subject to change.

2017-2018 NC Residential Stormwater Utility Fee Dashboard



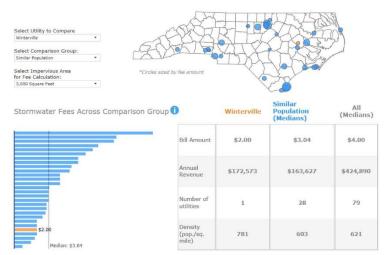
Copyright 2017-2018 Environmental Finance Center at the University of Chapel Hil: Version 1 (Beta



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2017-2018 NC Residential Stormwater Utility Fee Dashboard



Copyright 2017-2018 Environmental Finance Center at the University of Chapel Hil: Version 1 (Beta

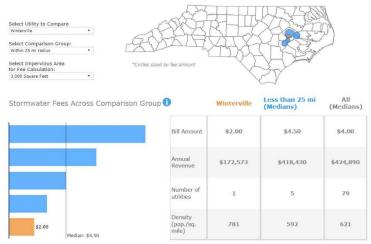


STORMWATER INFRASTRUCTURE April 30, 2018

Stormwater Fee Comparisons (25-mile)

Note: The dashboard and related resources are being made available for local governments interested in stormwater practices across the state, but some of this information is still being researched and is subject to change.

2017-2018 NC Residential Stormwater Utility Fee Dashboard



Copyright 2017-2018 Environmental Finance Center at the University of Chapel Hil: Version 1 (Beta)



Financing

- · Utility Fee Increase
- Bond Referendum / Taxes
- Grants
- Loans
- Powell Bill (Streets)



STORMWATER INFRASTRUCTURE April 30, 2018

Proposed Stormwater Utility Rate Increase

 Staff recommends, at a minimum, an increase of the residential and commercial stormwater utility rate of \$2.00 per equivalent residential unit (ERU).



Utility and Property Tax Cost Comparisons For Pitt County Municipalities 2017-2018 Greenville Utilities Commission Farmville Winterville Water 39.25 40.10 27.80 29.02 57.19 11.50 40.00 15.75 Sewer 5,000 Gallons 42.95 19.19 11.50 Electricity 1,500 kWh 178.15 162.21 TOTAL City of Greenville Annual Property Taxes 1,044.00 County Tax \$ 1,044.00 735.00 69.00 City Tax \$150,000 Home 810.00 780.00 712.50 \$150,000 Home 1,824.00 Property Tax Rate per \$100 0.540 0.0460 0.696 0.0460 0.490 0.696

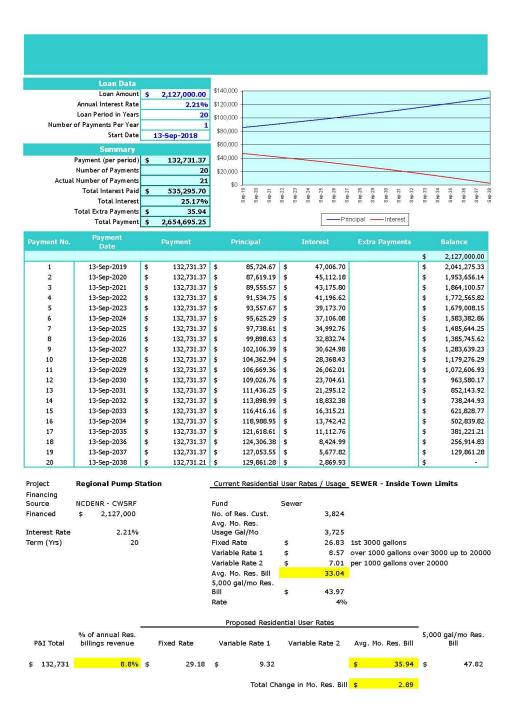
Discussion during and after the presentation included topics on the audit of the storm water fee to customers and the billing corrections last summer resulting in an increase of \$50,000-\$70,000. Manager Parker noted that the audit helped properly track impervious surface changes. In addition, there was on the comparison to other localities.

The discussion also occurred on tax base versus user fees. The enterprise funds includes a salary apportionment to each fund for certain employees. Salary apportionment requires cross training of employees on different job activities.

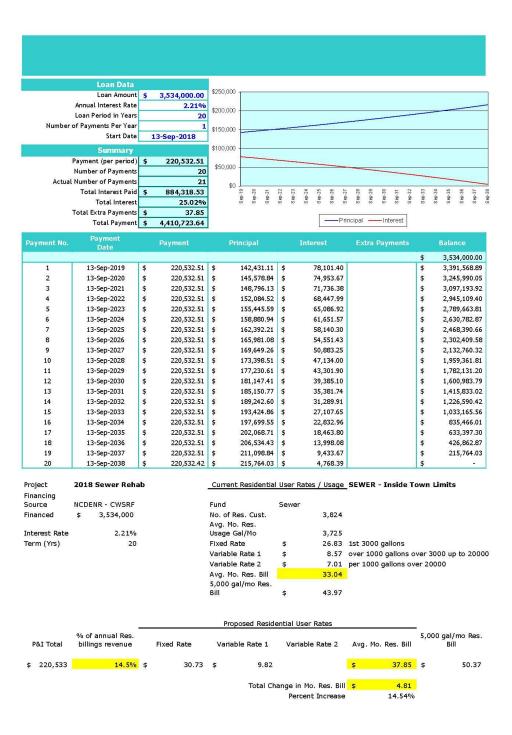
Motion made by Councilman Hines and seconded by Councilwoman Roberson to approve an increase of the residential and commercial storm water utility rate of \$2.00 per equivalent residential unit (ERU). Motion carried 3-2, Councilman Moye and Councilman Moore opposed.

Assistant Manager Williams gave the following presentation on potential changes to revenues relating to sewer:

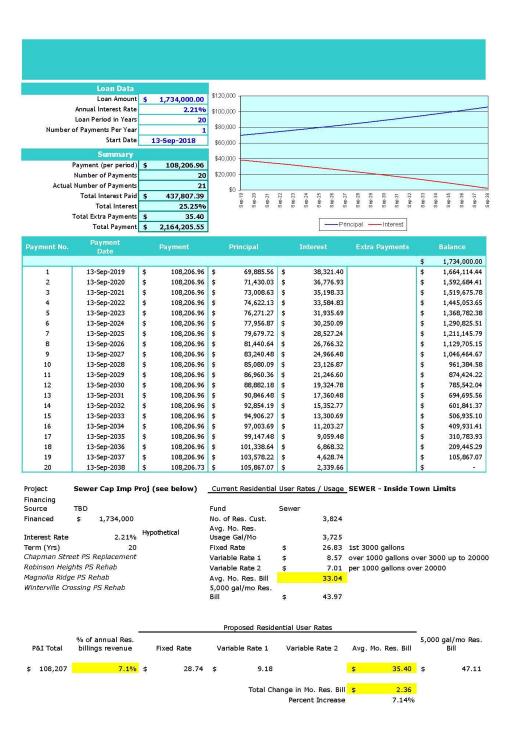
Current Residential User I	Rates /	Usage	_							
Fund	Sewe	r	comm. Cust.	Mo	. Increase	Re	s. Revenue	Com	m Revenue	Total Annual Incr
No. of Res. Cust.		3,824	209	\$	3.00	\$	137,664.00	\$	7,524.00	\$ 145,188.00
		3,824	209	\$	3.17	\$	145,464.96	\$	7,950.36	\$ 153,415.32
		3,824	209	\$	4.00	\$	183,552.00	\$	10,032.00	\$ 193,584.00
		3,824	209	\$	5.00	\$	229,440.00	\$	12,540.00	\$ 241,980.00
Avg. Mo. Res. Usage										
Gal/Mo		3,725								
Fixed Rate	\$	26.83								
Variable Rate 1	\$	8.57								
Variable Rate 2	\$	7.01								
Avg. Mo. Res. Bill		33.04								
5,000 gal/mo Res. Bill	\$	43.97								



\\Client\D\$\2018 budget workshop\User Rate Impact - Reg Pump Sta.xlsx



\\Client\D\$\2018 budget workshop\User Rate Impact - 2018 Sewer Rehab.xlsx



\\Client\D\$\2018 budget workshop\User Rate Impact - Sewer CapImpProj.xlsx

Discussion during and after the presentation-included topics on condition of sewer system and status of existing, planned, and potential projects. In addition, much discussion occurred on different ways to pay for projects, sources of funds, and impact on the customers. Problems exist to the sewer system, how to approach the repairs requires tough decisions; however, we do not want to have a failing system. There was also discussion concerning unassigned general fund balance. Staff recommendation is a \$5 per month increase to the base fixed sewer rate.

Council took a short break.

Manager Parker presented the Draft Budget message shown below:

<u>UNBALANCED DRAFT BUDGET VERSION #1 - FY 2018-2019</u>

May 30, 2018

Mr. Douglas A, Jackson, Mayor

Mr. Mark Smith, Mayor Pro-Tem

Mr. Ricky Hines, Councilman

Mr. Tony Moore, Councilman

Mr. Johnny Moye, Councilman

Ms. Veronica Roberson, Councilwoman

RE: Unbalanced Draft Annual Budget (Version #1) for the 2018-2019 Fiscal Year

Dear Mayor and Members of the Town Council:

Town Staff is pleased to present the Version #1 of Draft Budget for Fiscal Year 2018-2019, beginning July 1, 2018 and ending June 30, 2019. The Draft Budget has been prepared in accordance with the NC Local Government Fiscal Control Act as required by NC General Statute Chapter 159-11.

Please further keep in mind this Version #1 of the Draft Budget is unbalanced and includes full Departmental Requests <u>as they were submitted to Management</u>. The inclusion of these items is for your information only and in no way indicates Management's support or lack thereof for any particular request. The Departments have been instructed to reduce their requests based on the deficit in each fund and Version #2 will be available tomorrow before the meeting. They have not been told what to reduce or how much – just the amount of deficit between revenues and expenditures in each fund. This exercise brings about a Departmental Budget based on the realities of revenues available and not just simple addition and subtraction.

The Unbalanced Draft Budget:

- includes no tax adjustments;
- includes position requests from Inspections, Police, Fire, Public Works, Parks and Recreation discussion item;
- includes significant capital outlay requests discussion item;
- includes level funding for Non-Town Agency requests discussion item;
- includes contributions from the Water, Sewer, Storm water and Electric funds to the General Fund to compensate for administrative services.

The Draft Budget does not include:

increase in user fees— discussion item.

Below is a brief budgetary summary of point of interests:

General Fund:

All revenues, which comprise the General Fund, have been forecasted in a conservative manner. Staff has reviewed the estimates for state-collected revenues published every year by the North Carolina League of Municipalities, current economic trends for Eastern North Carolina, current nationwide economic trends and historical data from the Town. The proposed budget assumes a 98% collection rate for ad valorem taxes and a slight increase in local option sales tax. The inspections line references a full year's worth of anticipated revenue.

There is no General Fund balance appropriation included, but there is a transfer from the Electric Fund to the General Fund in an amount of \$311,000 for the time being.

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

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

- Continued funding for the Summer Worker Program.
- New positions requested as follows:
 - Fire Department 1 FT (Administrative Position);
 - o Police Department 4 FT (Officers); and
 - o Inspections 1 FT (Inspector 1 part-time has already been added in 17-18).
- Non-Town agency allocations <u>as requested</u> (\$112,985). The **cash** allocation requests for Non-Town Agency funding are as follows:
 - Winterville Watermelon Festival \$50,000;
 - Boys and Girls Club \$5,000;
 - Winterville Chamber of Commerce \$20,000;
 - o Pitt County Council on Aging (Meals on Wheels) \$4,485
 - o Rebuilding Together, Pitt County, NC \$10,000;
 - Winterville Senior Citizens Club \$5,000;
 - Senior Adult Fellowship \$3,500 and;
 - Pitt County Girls Softball \$15,000.
- The in-kind amounts for Winterville Historical and Arts Society (WHAS) \$11,750.
- Sheppard Memorial Library has requested a total of \$165,300 (no change in funding request for FY 2018-2019).

Recreation Fund:

Recreation revenues and expenditures have been estimated in a manner similar to the General Fund budget. The Parks and Recreation is requesting one (1) new position.

A transfer from General Fund to Recreation in the amount of \$822,496 has been included for budgetary purposes at this time.

Enterprise Funds Summary:

Electric Fund - There is a transfer from Electric Fund to General Fund in the amount of \$311,000 as is done annually to assist in covering the costs of operations.

The Electric Fund does not include any request for new positions however, due to the rapid expansion of our Town, there is a substantial amount of capital needs requested in order to address territorial areas recently approved in agreements with Greenville Utilities Commission (GUC).

Water Fund – no requests for additional personnel have been made in this Fund, however there are capital requests.

\$457,000 is included for water purchases for resale. This amount covers the water currently purchased from Greenville Utilities. As you may recall, the Town is subject to the Capacity Use rules, which require cities and towns in the Capacity Use area to reduce their reliance on ground water and find other means of water supply. For Winterville, that has entailed purchasing water from Greenville Utilities. The Town is required to reduce their reliance on ground water by 75%. The initial 25% reduction has taken place, the second reduction took place in August 2013, and the last 25% reduction will take place in August 2018.

Sewer Fund – Staff requests a discussion on the potential for a sewer rate increase to address the need to cover debt service that will be forthcoming. No requests for additional personnel have been made in this Fund however there are capital requests.

As you are aware, the Town is a member of the Contentnea Metropolitan Sewerage District (CMSD) and the District performs the treatment function of our sewer system. The Town pays its share based on a formula, which contains several components. The Town's appropriation to CMSD increased to \$1,023,374 that reflects the continued implementation of the system for charging member entities based entirely on flow.

Storm Water Fund – Staff requests a discussion on the potential for a storm water rate increase to address the needs of the Fund. There is a request for an additional person for this Fund.

Conclusion:

It is with pleasure caution that Staff presents the Version #1 FY 2018-2019 Unbalanced Draft Budget. Staff is pleased with the Town's progress economically and we hope and plan for that to continue. As you know, the cost of doing business continues to rise and as such, it requires us to assess our current revenue streams and adjust accordingly, while planning.

Staff looks forward to answering any questions you may have and a Balanced Draft Budget will be submitted to you as soon as possible.

Thank you.

Terri L. Parker Town Manager Anthony Bowers Finance Director

Discussion during and after the presentation-included topics on the summer work program, new personnel requests, capital expenditure requests, fire fee schedule, library budget, sprinkler system in fire bays due to code change, police cars.

In addition, discussion occurred on enterprise funds; electric customer service, territory expansion, depth of pumps in wells, comprehensive land use plan, and police officers assigned to schools, police off duty event pay, and town wide drainage issues.

Council then discussed the Non-Town Agency Funding Requests. After discussions, the following motions occurred:

Motion made by Councilwoman Roberson and seconded by Councilman Hines to grant \$5,000 to the Boys and Girls Club. Motion carried 4-1, Councilman Moore opposed.

Councilwoman Roberson ask to be excused on the vote for the Winterville Chamber of Commerce due to receiving an award from them recently.

Motion made by Councilman Moore and seconded by Councilman Hines to excuse Councilwoman Roberson on votes involving the Winterville Chamber of Commerce. Motion carried unanimously (4-0).

Motion made by Councilman Moye to grant \$15,000 to the Winterville Chamber of Commerce and to grant \$5,000 to the Senior Citizens. Motion died for lack of a second.

Motion made by Councilman Hines and seconded by Councilman Moye to grant \$15,000 to the Winterville Chamber of Commerce. Motion carried 3-1, Councilman Moore opposed.

Motion made by Mayor Pro Tem Smith and seconded by Councilwoman Roberson to grant \$4,485 to the Pitt County Council on Aging (Meals on Wheels). Motion carried unanimously (5-0).

Motion made by Councilman Moye to grant \$5,000 to the Rebuilding Together Pitt County, NC. Motion died for lack of a second.

Councilwoman Roberson Rebuilding Together Pitt County, NC is a true asset to the Town and go beyond the funding.

Motion made by Councilwoman Roberson and seconded by Councilman Hines to grant \$10,000 to the Rebuilding Together, Pitt County, NC. Motion carried 3-2, Councilman Moore and Mayor Pro Tem Smith opposed.

Motion made by Councilman Moye to grant \$5,000 to the Winterville Senior Citizens Club. Motion died for lack of a second.

Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to grant \$3,500 to the Senior Adult Fellowship and \$3,500 to the Winterville Senior Citizens Club. Motion carried unanimously (5-0).

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to grant \$10,000 to the Pitt County Girls Softball. Motion failed 2-3, Councilman Hines, Councilman Moye, and Councilwoman Roberson opposed.

Motion made by Councilman Moore and seconded by Councilman Moye to grant \$25,000 to the Winterville Watermelon Festival for August 2019. Motion carried 3-2, Councilman Hines and Mayor Pro Tem Smith opposed.

Manager Parker will revise the table to reflect motions passed and in-kind contributions. Any additional direction.

Motion made by Councilman Moore and seconded by Councilwoman Roberson to keep four (4) positions and three (3) cars in the budget for the Police Department. Motion carried 3-2, Councilman Hines and Councilman Moye opposed.

Motion to adjourn made by Councilman Moore and seconded by Councilman Hines and to reconvene on Wednesday, May 31, 2018 at 6:00 pm. Motion carried unanimously (5-0).

Adopted this the 10th day of September, 2018.

ATTEST:	Douglas A. Jackson, Mayor	
Donald Harvey, Town Clerk		



Winterville Town Council May 31, 2018 Budget Work Session Meeting Minutes

The Winterville Town Council met in a Budget Work Session Meeting on the above date at 6:00 PM in the Winterville Train Depot, with Mayor Douglas A. Jackson presiding. The following were present:

Douglas A. Jackson, Mayor Mark Smith, Mayor Pro-Tem Ricky Hines, Councilman Tony Moore, Councilman Johnny Moye, Councilman Veronica Roberson Councilwoman Terri L. Parker, Town Manager Ben Williams, Assistant Town Manager Ryan Willhite, Police Chief David Moore, Fire Chief Travis Welborn, Public Works Director Robert Sutton, Electric Director Anthony Bowers, Finance Director Evan Johnston, Parks and Recreation Director Bryan Jones, Planning Director Amy P. Barrow, Executive Staff/Human Resource Assistant Donald Harvey, Town Clerk

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

INVOCATION: Councilman Moore gave the Invocation and Blessing for the meal.

Manager Parker noted some housekeeping items and the group ate dinner.

WELCOME: Mayor Jackson welcomed the public.

<u>APPROVAL OF AGENDA</u>: Councilman Moore ask to amend the Agenda to include discussion to provide additional information on the topic of funds for a group and clarify their funding request. He asked to add it at the beginning of the Items for Discussion.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve the amended agenda. Motion carried 4-1, Councilman Hines opposed.

ITEMS FOR DISCUSSION: Fiscal Year 2018-2019 Recommended Budget.

Discussion of Funding Request: Information presented and discussed relating to Pitt County Girls Softball not provided last night. Information included participation by girls from Winterville, impact

benefiting the Town, other government funding to the organization, consideration of merging with Town recreation department, demographics of participants, cost to participate, their budget, and charge to use their facility.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to grant \$10,000 to the Pitt County Girls Softball. Motion failed 2-3, Councilman Hines, Councilman Moye, and Councilwoman Roberson opposed.

Discussion of Potential Changes to Revenues:

Potential Sewer Rate Increases presented last night: Town Manager Parker reviewed the highlights of the presentation. Assistant Manager Williams, when asked last night, recommended a \$5 increase for the sewer fixed rate. The fixed rate covers the first 3,000 gallons. Town Manager Parker asked the Council to consider at most a \$5 and at least a \$3 sewer rate increase.

Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to approve an increase of the sewer fixed rate \$4.00. Motion carried unanimously, 5-0.

Discussion of Large Scale Changes to Expenditures:

Manager Parker conveyed that since last night staff has had numerous meetings and discussions to consider individual department needs and how to finance and pay for requests made. Progress made on how to handle the capital requests and how to fund them. The plan would take unrestricted general fund balance, to a point to keep us close to our peers, and finance/internally finance or buy outright the other items requested.

Manager Parker discussed the following Capital Projects and Requests:

- Fire Truck; \$1.43 million aerial platform truck; half from the general fund and half financed.
 \$158,000 equipment purchase for truck being purchased now will come from the general fund.
- Police Cars; three (3) cars
- Public Works; one (1) tractor at \$50,000
- Fire Bay Sprinklers at \$100,000

The Enterprise Funds should balance the remainder with increases approved previously.

Manager Parker discussed the following Personnel Requests:

- Police Officers; four (4) positions
- Fire Administration; one (1) position
- Parks and Recreation; one (1) program position
- Building Inspections; one (1) part-time position

Parks and Recreation items not funded are; resurfacing basketball court for Hillcrest Park at \$20,000; to start a plan for the multi-purpose facility at \$30,000; and lights on the walking trail for Winterville Recreation Park at \$25,000.

Manager Parker stated that to fund all the requests would require a tax increase.

Assistant Manager Williams gave the following presentation on the Electric Fund:



ELECTRIC COST OF SERVICE STUDY FEBRUARY 2018



Agenda

- Why a Cost of Service Study (COS)?
- Goals of the Study
- Cost of Service Study
- Summary



Why a Cost of Service Study?

- Identifies the revenue requirements to fund a utility's operations
- Recommends when changes to cost structures or customer load profiles occur
- Provides options to consider in future retail electric rates structure



Goals of the Study

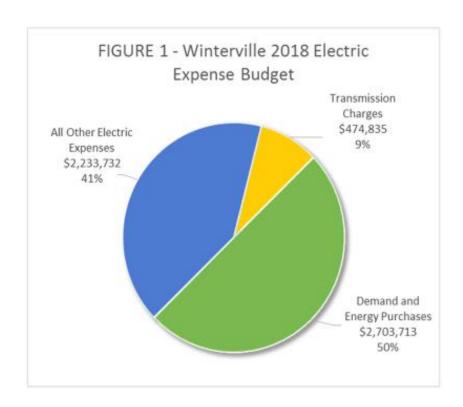
- Provide a one-time reduction in electric retail rates while still meeting current and future expenses
- Map out an opportunity to adjust rates over time as a result of the new Power Supply Agreement
- Examine rates for new LED lighting

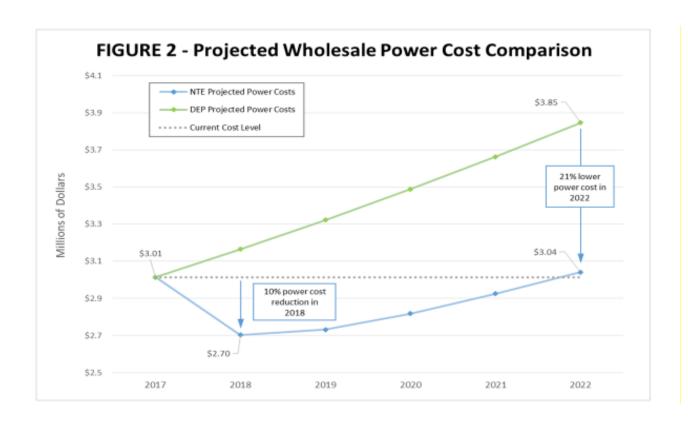


Cost of Service Study

- The Town is projecting to have lower power costs than under the previous Agreement with Duke Energy Progress (DEP)
- The study period is from 2018 to 2022
- Wholesale demand and energy purchases expected to decrease ~ 10% in 2018





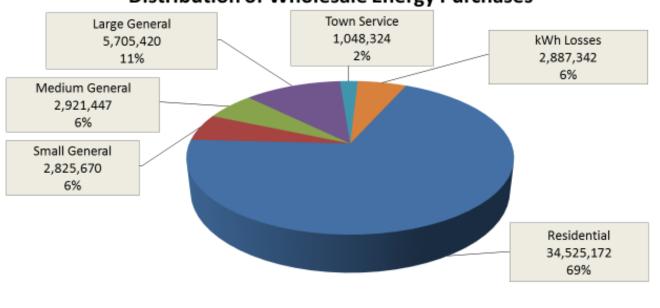


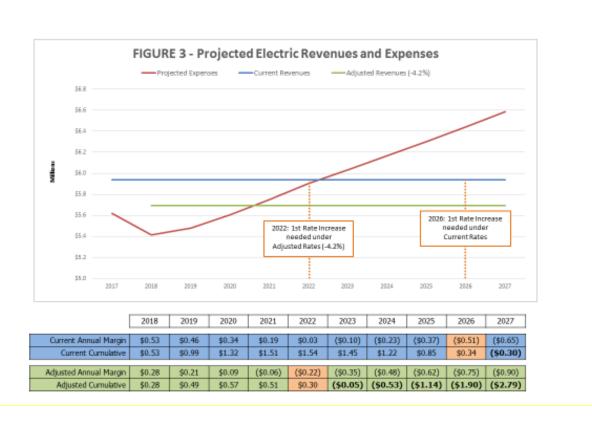
Steps in Deriving the Cost of Service Electric Retail Rates Are:

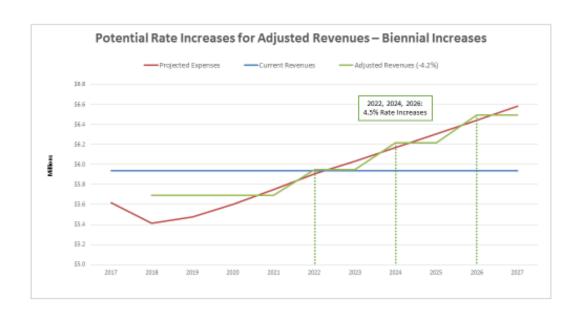
- 1. Establish Revenue Requirements
- 2. Costs are Separated into Cost Components
- 3. Costs Allocated to Rate Classes
- 4. Rate Design

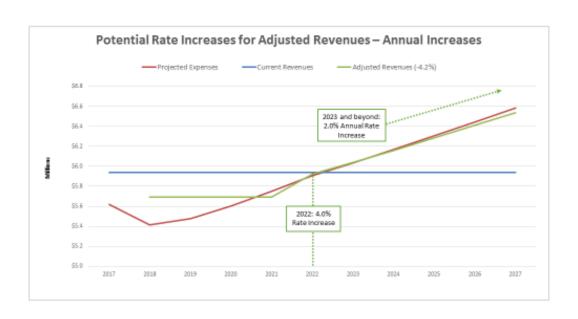


July 2015 - June 2016 Distribution of Wholesale Energy Purchases









Summary

- Wholesale power costs will be reduced by 10% in 2018, as compared to 2017
- The retail equivalent will be ~ 5% decrease
- Proposed electric rates should cover electric expenses through fiscal year 2022



Retail Rate Adjustment Options

Based on Future Costs

	With Curren	t Retail Rates	Option 1:	Option 2:	Option 3:	Option 4:		
	Class will Overcollect	Class will Undercollect	Uniform Adjustment (-4.2%)	Uniform Adjustment (-2.0%)	Targeted Adjustments for RES and LGS	Adjustments for all Major Retail Classes		
Residential	4.7%		-4.2%	-2.0%	-4.7%	-4.2%		
Small General Service		-11.4%	-4.2%	-2.0%	0.0%	-2.0%		
Medium General Service		-10.7%	-4.2%	-2.0%	0.0%	-2.0%		
Large General Service	22.6%		-4.2%	-2.0%	-6.3%	-7.3%		

Questions?



1616 East Millbrook Road, Suite 210 Raleigh, North Carolina 27609

Avg. Mo. Res. Bill

		Energy Charge Reduction						
Electric Fund		Current Elec	tric Rate		4%		5%	10%
No. of Res. Cust. Avg. Mo. Res. Usage			3,152					
kWh			1,200		1,200		1,200	1,200
Facility Charge	Fixed	\$	12.82	\$	12.82	\$	12.82	\$ 12.82
Energy Charges	per kWh (first 800 kWh)	\$	0.1151	\$	0.1105	\$	0.1093	\$ 0.1036
	per kWh (all over 800 kWh)	\$	0.1074	\$	0.1031	\$	0.1020	\$ 0.0967
Facility and Energy			147.86		142.46		141.11	134.36
7% sales tax		\$	10.35	\$	9.97	\$	9.88	\$ 9.40

158.21 S

5.78 \$

Discussion during and after the presentation-included topics on rate stabilization, purchase of power, demand and energy charges for electricity, and benefit to the customers. In addition, comparisons discussed between NTE and Duke and coal ash payments. No change in the rate will delay increase for 8 years, or until 2016. Other nearby local governments are having similar discussions.

Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to keep the electric rates at the current level. Motion carried 3-2, Council Moore and Councilman Moye opposed.

Assistant Town Manager then discussed employee benefits, health insurance, cost of living and merit increases proposed in the budget.

Phone: (919) 256-5900

143.76

7.22 \$

14.45 Difference

www.powerservices.com

Public Works Director Welborn discussed questions posed on ground water management, water capacity, pump depth, banking water, and well usage data. He also discussed the timeline for street paving and repairs.

Assistant Manager Williams answered questions relating to the Nobel Canal project and status.

The next meeting of the Council will be Monday, June 4, 2018 at 7:00 pm for the Budget Public Hearing. The next Regular Meeting of the Town Council will be Monday, June 11, 2018 at 7:00 pm.

A motion made by Councilman Moore and seconded by Councilman Hines to adjourn the budget work session meeting. Motion carried unanimously (5-0).

Adopted this the 10	Oth day of September, 2018.
ATTEST:	Douglas A. Jackson, Mayor
Donald Harvey, Town Clerk	



Fiscal Year Budget 2017-2018 Public Hearing June 4, 2018 Budget Public Hearing 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 following were present:

Douglas A. Jackson, Mayor Mark Smith, Mayor Pro-Tem Ricky Hines, Councilman Tony Moore, Councilman Johnny Moye, Councilman Veronica Roberson Councilwoman Keen Lassiter. Town Attorney Terri L. Parker, Town Manager Ben Williams, Assistant Town Manager Ryan Willhite, Police Chief David Moore, Fire Chief Travis Welborn, Public Works Director Robert Sutton, Electric Director Anthony Bowers, Finance Director Bryan Jones, Planning Director Donald Harvey, Town Clerk

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

INVOCATION: Mayor Jackson gave the Invocation.

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

WELCOME: Mayor Jackson welcomed the public.

APPROVAL OF AGENDA: Mayor Jackson ask for a motion to approve the Agenda.

Motion made by Mayor Pro Tem Smith and seconded by Councilman Roberson to approve the agenda. The motion carried unanimously, 5-0.

PUBLIC HEARING: Fiscal Year 2018-2019 Budget

Mayor Jackson declared the public hearing open and asked if anyone wanted to come forward and speak. Manager Parker commented on and presented the following Budget Message:

BALANCED DRAFT BUDGET - FY 2018-2019

June 4, 2018

Mr. Douglas A, Jackson, Mayor

Mr. Mark Smith, Mayor Pro-Tem

Mr. Ricky Hines, Councilman

Mr. Tony Moore, Councilman

Mr. Johnny Moye, Councilman

Ms. Veronica Roberson, Councilwoman

RE: Balanced Draft Annual Budget for the 2018-2019 Fiscal Year

Dear Mayor and Members of the Town Council:

Town Staff is pleased to present the Balanced Draft Budget for Fiscal Year 2018-2019, beginning July 1, 2018 and ending June 30, 2019. The Draft Budget has been prepared in accordance with the NC Local Government Fiscal Control Act as required by NC General Statute Chapter 159-11.

It should be noted that the Budget was balanced with use of various Fund Balances as directed by Council during the May 30 and May 31, 2018 Budget Workshops.

The Balanced Draft Budget:

- includes no tax adjustments;
- Includes a \$2.00 per month, per eru stormwater fee increase;
- Includes a \$4.00 per month per household increase in the flat rate on sewer fees;
- Includes <u>current level</u> of service to citizens;;
- Maintains a <u>high level</u> of benefits for employees. Health Insurance Premiums (Blue Cross/Blue Shield) increased 7.01% and Dental Insurance Premiums (Met-Life) increased 3%. Version #2 of this DRAFT Budget has the Town absorbing the increased costs to both employee insurance premiums as well as the percentage in dependent insurance premiums currently paid by the Town.
- Includes funding for a 1.5% Cost of Living Adjustment (COLA) for all employees and 1% pot of money for merit pay, which will give a 1% to employees who "meet standard" and 1.5% to employees who "exceed standard." These increases are budgeted as follows: COLA begins July 1, 2018.
- includes level funding for Non-Town Agency requests (please see Appendix Tab for details);
- includes level funding for the Sheppard Memorial Library request (please see Appendix Tab for details);
- includes contributions from the Water, Sewer, Stormwater and Electric funds to the General Fund to compensate for administrative services; and
- contains departmental capital requests as directed by Council (during the May 30 and May 31 Budget workshops).

Below is a brief budgetary summary of point of interests:

General Fund:

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

There is a General Fund balance appropriation included in the amount of \$1,046,154 and a transfer from the Electric Fund to the General Fund in an amount of \$375,578 (which equates to approximately 6.0% of total Electric Revenues).

General Fund departments include the Town Council, Administration, Human Resources, Inspections/GIS, Finance, Information Technology, Planning, Non-Departmental, Public Buildings, Ground and Lawn Maintenance, Police, Fire, EMS, Animal Control, Mosquito Control, Public Works, and Sanitation budgets.

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

- Four (4) new police office positons 1 will be an unfrozen, unfunded positon which was initially frozen in FY 2012/2013;
- One (1) new position Office Manager position for the Fire Department. This position is not a new position, but has not been filled in several years;
- Purchase of a new Aerial platform truck for the Fire Department;
- Purchase of all equipment needed for the new Fire engine which was purchased in FY 2017-2018;
- · Funding for a new Horizons Land Use Plan;
- · Funding for three (3) police vehicles;
- Funding for a new tractor for Public Works:
- · Funding for sprinkling the Fire Department bays;
- Funding for a P-T Building Inspector;
- Improving the employee benefits at current levels, which entail a 7.01% increase in health insurance premiums (Blue Cross/Blue Shield) and a 3% increase in dental insurance premiums (Met-Life). Improvements are denoted in the bulleted list above.
- · Continued funding for the Summer Worker Program;
- Non-Town agency allocations in the amount of \$66,485. The cash allocation requests for Non-Town Agency funding are as follows:
 - o Winterville Watermelon Festival \$25,000;
 - o Boys and Girls Club \$5,000;
 - Winterville Chamber of Commerce \$15,000;
 - o Pitt County Council on Aging (Meals on Wheels) \$4,485;
 - o Rebuilding Together, Pitt County, NC \$10,000;
 - Winterville Senior Citizens Club \$3,500;
 - o Senior Adult Fellowship \$3,500; and
 - o Pitt County Girls Softball N/A.

- Sheppard Memorial Library has requested a total of \$165,300;
- A General Fund transfer to the Parks and Recreation Fund in an amount of \$798,724;
- \$25,000 to fund economic development efforts;
- \$20,000 for the Town's Urgent Repair Program;
- \$20,000 for the Town's Façade Program; and
- Departmental capital requests as directed by Council.

The Public Works Department still has a frozen and unfunded position for Equipment Operator that was frozen in FY 2011-2012.

The General Fund is balanced. Revenues and Expenditures are estimated to be \$10,458,610 for FY 2018-2019.

Recreation Fund:

Recreation revenues and expenditures have been estimated in a manner similar to the General Fund budget. A new position for the Recreation Department (Program Assistant) has been included for FY 2018-2019.

The Recreation Fund is balanced and includes Departmental capital requests as directed by Council. Revenues and Expenditures are estimated to be \$982,354 for FY 2018-2019.

Enterprise Funds Summary:

Electric Fund - There is a transfer from Electric Fund to General Fund in the amount of \$375,578 as is done annually to assist in covering the costs of operations.

The Electric Department Budget includes a fund balance appropriation of \$650,000 to cover territorial expansion of service capabilities along Laurie Ellis Road and the purchase of several vehicles:

- a backhoe;
- · a bucket truck;
- · two (2) meter trucks; and
- a service truck.

\$50,000 has also been appropriated to cover the costs of installing firewalls in the Electric Operations building. The Electric Fund is balanced and includes Departmental capital requests as directed by Council. Revenues and Expenditures are estimated to be \$8,030,830 for FY 2018-2019.

Water Fund – Freezing one (1) position, which without additional revenue will remain unfunded for FY 2018-2019. The positions, which have been frozen, are as follows:

one (1) Utility Maintenance Mechanic.

\$442,000 is included for water purchases for resale. This amount covers the water currently purchased from Greenville Utilities. As you may recall, the Town is subject to the Capacity Use rules, which require cities and towns in the Capacity Use area to reduce their reliance on ground

water and find other means of water supply. For Winterville, that has entailed purchasing water from Greenville Utilities. The Town is required to reduce their reliance on ground water by 75%. The first and second reductions have taken place (50%) and the third and final reduction is scheduled to take place in August of 2018.

The Water Fund is balanced. Revenues and Expenditures are estimated to be \$1,610,796 for FY 2018-2019.

Sewer Fund – A \$4.00 sewer rate increase (on the flat rate) per month/per household increase has been approved and will be utilized to cover debt service on the Regional Pump Station project currently underway.

As you are aware, the Town is a member of the Contentnea Metropolitan Sewerage District (CMSD) and the District performs the treatment function of our sewer system. The Town pays its share based on a formula, which contains several components. The Town's appropriation to CMSD increased to \$1,023,374, which reflects the system of charging member entities entirely on flow. A new Jet Vac Truck will be purchased this year and the old one sold. Staff has accounted for the sale of the old truck in the amount of \$80,000.

The Sewer Fund is balanced. Revenues and Expenditures are estimated to be \$2,512,909 for FY 2018-2019.

Storm Water Fund – A \$2.00 stormwater rate increase per month/per eru increase has been approved and will be utilized to cover operational costs and capital projects. The Stormwater Fund is balanced Departmental capital requests as directed by Council. Revenues and Expenditures are estimated to be \$486,832 for FY 2018-2019.

Conclusion:

It is with caution that Staff presents the FY 2018-2019 Balanced Draft Budget. Staff is pleased with the Town's progress economically and we hope and plan for that to continue. As you know, the cost of doing business continues to rise and as such, it requires us to assess our current revenue streams and adjust accordingly, while planning for the future. This will most certainly include studying the ad valorem tax rate and utility rates and fees.

Staff looks forward to answering any questions you may have.

Thank you.

Sincerely,

Terri L. Parker Town Manager Anthony Bowers Finance Director Discussion during and after the presentation included Manager Parker stating that after the budget workshop meetings at the depot, she was charged to balance the budget and present a balanced budget. The updated information is contained in the budget provided.

Councilman Moye asked about the increase for employees. Manager Parker stated that the budget includes a 1.5% cost of living increase for employees and a 1% pot of funds for merit increases.

Councilman Moye asked if the new playgrounds are in the budget. Manager Parkers stated that they were in last year's budget. Councilman Moye also asked about the resurfacing of basketball courts at Hillcrest Park, lights on the walking trail at the Winterville Recreation Park, and engineering costs to begin plans for a multi-purpose facility. Manager Parker stated that they are not in the budget.

Motion made by Councilman Moye and seconded by Councilman Roberson to amend the budget to include \$75,000 from the general fund for recreation improvements to resurface the basketball courts at Hillcrest Park, install lights on the walking trail at the Winterville Recreation Park, and engineering costs to begin plans for a multi-purpose facility. The motion carried 3-2, Council Hines and Councilman Moore opposed.

Mayor Jackson asked if any other Council members had any items to discuss.

Hearing none, he opened the public hearing. Mayor Jackson asked if anyone would like to come forward and speak. Hearing none, he closed the public hearing.

A motion made by Mayor Pro-Tem Smith and seconded by Councilman Hines to adjourn into Closed Session. Motion carried unanimously, 5-0.

CLOSED SESSION: NCGS § 143-318.11. (a)(3): To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. (Suddenlink Lawsuit).

A motion made by Councilman Moore and seconded by Councilman Hines to adjourn Closed Session. Motion carried unanimously, 5-0.

<u>RETURN TO OPEN SESSION:</u> A motion made by Councilman Hines and seconded by Councilman Moore to return to open session. Motion carried unanimously, 5-0.

<u>ADJOURN:</u> A motion made by Councilman Hines and seconded by Councilman Moye to adjourn the Regular Meeting. Motion carried unanimously, 5-0.

ATTEST:	Douglas A. Jackson, Mayor	
ATTEST.		
	<u></u>	
Donald Harvey, Town Clerk		

Adopted this the 10th day of September, 2018.



Item Section: Consent Agenda

Meeting Date: September 10, 2018 **Presenter:** Donald Harvey, Town Clerk

Item	to	he (Con	sid	lerec
ILCIII	U	DC	OO!	1314	

Subject: Elect Voting and Alternate Voting Delegates for NCLM Business Meeting.

Action Requested: Elect Voting and Alternate Voting Delegates.

Attachment: NCLM Business Meeting Delegate and Alternate Voting Delegate Form.

Prepared By: Donald Harvey, Town Clerk Date: 8/27/2018

ABSTRACT ROUTING:

☐ TC ____ ☐ FD ___ ☐ TM 9/6/2018 ☐ Final 9/6/2018

Supporting Documentation



2018 ANNUAL CONFERENCE - Hickory, NC

NCLM Business Meeting

Friday, September 21st, 4:00 pm - 5:00 pm

Elect Voting Delegate & Alternate Voting Delegate

Budgetary Impact: N/A.

Recommendation: Elect Voting and Alternate Voting Delegate.



Item Section: Consent Agenda

Meeting Date: September 10, 2018

	Presenter: Anthony Bowers, F	inance Director	
	Item to be	Considered	
Subject: Charge	the tax collector with collection of the	2018-2019 tax levy	' .
Action Requeste	ed: Charge the Tax Collector.		
Attachments: N//	Α.		
Prepared By: Ant	thony Bowers, Finance Director		Date: 8/31/2017
□ TC	ABSTRAC	CT ROUTING: ☑ TM 9/6/2018	☑ Final <u>9/6/2018</u>
<u> </u>	-	Documentation	-
levy for taxes. Th	h Carolina requires that each year the his year the levy is \$ \$3,383,418.51.	Tax Collector Be o	Transport with the concentration of the tax
Budgetary Impac	ct: \$3,383,418.51.		
Recommendatio	n: Charge the Tax Collector with colle	ection of the 2018-2	2019 tax levy.



Item Section: Consent Agenda

Meeting Date: September 10, 2018

	Presenter: Anthon	y Bowers, Finance Director		
	Ite	em to be Considered		
Subject: Tax Settlem	ient 2017-2018.			
Action Requested: A	Accept the tax settleme	ent for 2017-2018 fiscal year.		
Attachments: Certific	ed Tax settlement.			
Prepared By: Anthor	ny Bowers, Finance Di	rector	Date : 9/4/2018	
□ т с	□ FD	ABSTRACT ROUTING: ⊠ TM 9/6/2018	⊠ Final 9/6/2018	
		-	-	
□ TC □ FD Supporting Documentation The State of North Carolina required that each year the tax collector of a given municipality provide a settlement to the Governing Board. The settlement statement gives the Town Council a look at the collection, discoveries, and adjustment for the previous year.				
Budgetary Impact: N	N/A.			
Recommendation:	Accept the Tax Settler	ment		

Town of Winterville Tax Settlement 2017-2018 As of June 30, 2018

Charges to The Tax Collector	
Original Levy	\$3,269,367.47
Discoveries	\$37,203.88
Interest	\$5,599.71
Total	\$3,312,171.06

Credit to Tax Collector	
Revenues From Taxes	\$3,310,050.41
Releases	\$9,136.30
Uncollected/Insolvent	\$26,191.47
Overpayment/Refunds	(\$33,207.12)
Total	\$3,312,171.06

Respectfully Submitted,

Kiesha B. Chavis, Tax Collector

Sworn to and subscribed before me, this 31st day of July 2018.

Notary Public

My Commission Expires:

KRISTIN L. GODLEY

NOTARY PUBLIC

PITT COUNTY

STATE OF NORTH CAROLINA



Item Section: Consent Agenda

Meeting Date: September 10, 2018

Presenter: Bryan Jones, Planning Director

·	Ite	m to be Considered	
Subject : Mellon Downs, Phases 2A and 2B: Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, and 85.			
Action Requested: Schedule Pu	ıblic Hearin	g Date for October.	
Attachments: Annexation Map,	Annexation	Petitions and Metes and Bounds	S.
Prepared By: Bryan Jones, Plan	ning Directo	or	Date: 8/27/2018
		ABSTRACT ROUTING:	
<u> </u>	FD Supp	oorting Documentation	☐ Final
The property owners of Lots 19, 2 Phases 2A and 2B are applying f	21, 25, 40,	41, 45, 47, 49, 50, 52, 57, 73, 74	, 75, 83, and 85 in Mellon Downs,
Mellon Downs, Phases 2A and	2B :		
Location: Oakwood Drive and Mo	ockingbird L	ane	
Size: 16 Lots.			
Zoned: R-12.5			
Annexation Process:			
1 st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation.			
2 nd Council Meeting: Schedule a Public Hearing for the Annexation.			
3 rd Council Meeting: Hold Public Hearing on the Annexation.			
Budgetary Impact: TBD.			
Recommendation: Schedule Pu	ublic Hearin	ng Date.	

CERTIFICATE OF SUFFICIENCY

Mellon Downs, Phases 2A and 2B Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83 and 85

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 4^{th} day of September, 2018.

CORPORATE SEAL CONTROLLED

Donald Harvey, Town Clerk



ANNEXATION DESCRIPTION August 1, 2018

Town of Winterville Mellon Downs Winterville Township, Pitt County, NC

A certain tract of land in the Mellon Downs Subdivision, Phase II-A and II-B, on Mockingbird Lane and Oakwood Drive and being more particularly described as follows:

Beginning at an iron stake found on the Eastern Right-of-Way Line of Mockingbird Lane, 60 foot Right-of-Way, said iron being the Northwest corner of Lot 26 Mellon Downs, Phase II-A, as recorded in Map Book 79, Page 47; THENCE from said point of beginning and with said Rightof-Way Line, South 09 degs. 51 min. 19 sec. West, 13.58 feet to a point; thence along the arc of a curve having a radius of 360.0 feet and curving to the right, 66.08 feet, (chord South 14 degs. 46 min. 37 sec. West, 65.99 feet) to a point; thence leaving said Right-of-Way Line and along the Northern line of Lot 25, South 69 degs. 10 min. 08 sec. East, 189.79 feet to an iron stake set; thence South 69 degs. 41 min. 14 sec. East, 54.82 feet to a point; thence South 42 degs. 39 min. 13 sec. West, 141.27 feet to a point; thence North 54 degs. 34 min. 18 sec. West, 206.34 feet to a point on the Eastern Right-of-Way Line of Mockingbird Lane; thence with said line and along the arc of a curve having a radius of 360.0 feet and curving to the right, 98.04 feet, (chord South 40 degs. 26 min. 17 sec. West, 97.74 feet) to a point; thence South 48 degs. 14 min. 20 sec. West, 142.02 feet to a point; thence leaving said Right-of-Way Line and along the Northern line of Lot 21, South 41 degs. 43 min. 56 sec. East, 189.53 feet to a point; thence North 50 degs. 14 min. 22 sec. East, 114.20 feet to a point; thence South 40 degs. 10 min. 27 sec. East, 151.08 feet to a point on the Northern Right-of-Way Line of Oakwood Drive; thence with said line, North 49 degs. 45 min. 41 sec. East, 83.76 feet to an iron stake found; thence crossing Oakwood Drive, South 40 degs. 14 min. 01 sec. East, 59.97 feet to an iron stake found on the Southern Right-ofway Line of Oakwood Drive; thence with said line, South 49 degs. 39 min. 40 sec. West, 35.21 feet to a point; thence leaving said line and along the Northern line of Lot 73, South 40 degs. 10 min. 27 sec. East, 181.54 feet to a point; thence South 34 degs. 23 min. 16 sec. West, 79.58 feet to a point; thence South 65 degs. 53 min. 15 sec. East, 187.66 feet to a point on the Western Right-of-Way Line of Oakwood Drive; thence with said line, North 24 degs. 06 min. 45 sec. East, 80.0 feet to a point; thence leaving said line and with the Northern line of Lot 84, North 65 degs. 53 min. 15 sec. West, 173.15 feet to a point; thence North 34 degs. 23 min. 16 sec. East, 81.98 feet to an iron stake found; thence South 65 degs. 38 min. 51 sec. East, 158.53 feet to a point on the Western Right-of-Way Line of Oakwood Drive; thence with said line, North 24 degs. 04 min. 22 sec. East, 83.58 feet to an iron stake found, thence crossing Oakwood Drive, South 65 degs. 53 min. 09 sec. East, 60.06 feet to an iron stake found on the Eastern Right-of-Way Line of Oakwood Drive and being the Northwest corner of Lot 57; thence leaving said Right-of-Way Line and along the Northern line of Lot 57, South 65 degs. 52 min. 52 sec. East, 160.17 feet to an iron stake found; thence South 24 degs. 20 min. 52 sec. West 95.04 feet to a point on the Northern Right-of-Way Line of Sparrow Lane; thence with said line, North 65 degs. 53 min. 15 sec. West, 139.78 feet to a point; thence along the arc of a curve having a radius of 20.0 feet and curving to the right, 31.42 feet, (chord North 20 degs. 53 min. 15 sec. West,

Town of Winterville
Mellon Downs
Winterville Township, Pitt County, NC
August 1, 2018
Page 2 of 3

28.28 feet) to a point on the Eastern Right-of-Way Line of Oakwood Drive; thence with said line South 24 degs. 06 min. 45 sec. West, 338.41 feet to a point; thence along the arc of a curve having a radius of 175.0 feet and curving to the right, 67.88 feet, (chord South 35 degs. 13 min. 25 sec. West, 67.45 feet) to a point; thence leaving said Right-of-Way Line and along the Northern line of Lot 52, South 43 degs. 39 min. 54 sec. East, 186.99 feet to a point, thence South 24 degs. 03 mins. 52 secs. West, 80.20 feet to an iron stake found; thence North 89 degs. 59 min. 06 sec. West, 94.02 feet to a point; thence North 20 degs. 11 min. 26 sec. West, 182.0 feet to a point on the Southern Right-of-Way Line of Oakwood Drive, thence with said Line and along the arc of a curve having a radius of 175.0 feet and curving to the right, 61.77 feet, (chord South 79 degs. 55 min. 18 sec. West, 61.45 feet) to a point; thence North 89 degs. 57 min. 53 sec. West, 14.43 feet to a point; thence leaving said Right-of-Way Line and along the Eastern line of Lot 50, South 00 degs. 02 min. 07 sec. West, 160.04 feet to a point; thence North 89 degs. 59 min. 06 sec. West, 160.0 feet to a point; thence North 00 degs. 02 min. 07 sec. East, 160.09 feet to a point on the Southern Right-of-Way Line of Oakwood Drive; thence with said line, North 89 degs. 57 min. 53 sec. West, 15.45 feet to a point; thence along the arc of a curve having a radius of 180.0 feet and curving to the right, 154.18 feet, (chord North 65 degs. 25 min. 37 sec. West, 149.51 feet) to a point; thence leaving said Right-of-Way Line and along the Southern line of Lot 47, South 42 degs. 30 min. 25 sec. West, 252.73 feet to a point; thence North 08 degs. 06 min. 48 sec. West, 191.88 feet to a point, thence North 71 degs. 07 min. 24 sec. East, 172.90 feet to a point on the Western Right-of-Way Line of Oakwood Drive; thence with said line, and along the arc of a curve having a radius of 180.0 feet and curving to the right, 59.41 feet, (chord North 09 degs. 25 min. 14 sec. West, 59.14 feet) to a point; thence North 00 degs. 02 min. 07 sec. East, 13.38 feet to a point; thence leaving said Right-of-Way Line and along the Southern line of Lot 45, North 89 degs. 57 min. 53 sec. West, 161.41 feet to a point; thence North 04 degs. 21 min. 04 sec. West, 52.91 feet to a point; thence North 18 degs. 20 min. 16 sec. West, 52.58 feet to a point; thence South 82 degs. 07 min. 27 sec. East, 187.14 feet to a point on the Western Right-of-Way Line of Oakwood Drive; thence with said Right-of-Way Line, and along the arc of a curve having a radius of 360.0 feet and curving to the right, 224.73 feet, (chord North 25 degs. 45 min. 35 sec. East, 221.10 feet) to a point; thence leaving said Right-of-Way Line and along the Southern line of Lot 41, North 40 degs. 10 min. 27 sec. West, 154.44 feet to a point; thence South 50 degs. 14 min. 22 sec. West, 72.09 feet to an iron stake set; thence North 29 degs. 22 min. 41 sec. West, 204.23 feet to a point on the Southern Rightof-Way Line of Mockingbird Lane; thence with said line, and along the arc of a curve having a radius of 170.0 feet and curving to the right, 57.28 feet, (chord South 81 degs. 32 min. 13 sec. West, 57.01 feet) to a point; thence North 88 degs. 48 min. 35 sec. West, 47.44 feet to a point; thence crossing Mockingbird Lane and beyond, North 01 degs. 10 min. 55 sec. East, 240.58 feet to a point, thence South 88 degs. 49 min. 23 sec. East, 58.64 feet to a point; thence South 41 degs. 43 min. 56 sec, East, 154.06 feet to a point on the Northern Right-of-Way Line of Mockingbird Lane; thence with said line, North 48 degs. 14 min. 20 sec. East, 97.76 feet to a point; thence along the arc of a curve having a radius of 300.0 feet and curving to the left, 202.75 feet, (chord North 28 degs. 52 min. 45 sec. East, 198.91 feet) to a point; thence North 09 degs. 38 min. 35 sec. East, 13.52 feet to an iron stake found; thence crossing Mockingbird Lane, South 80 degs. 32 min. 27 sec. East, 60.05 feet to the POINT AND PLACE OF BEGINNING.

Town of Winterville Mellon Downs Winterville Township, Pitt County, NC August 1, 2018 Page 3 of 3

Less and Except that portion designated as Lots 76 through 82, Mellon Downs, Phase II-B, and being described as follows:

Beginning at a point on the Western Right-of-Way Line of Oakwood Drive, said point being the Northeast corner of Lot 82 and being designated as point "B" on the accompanied Annexation Map; THENCE from said POINT OF BEGINNING and with said Right-of-Way Line, South 24 degs. 06 min. 45 sec. West, 89.89 feet to a point, thence along the arc of a curve having a radius of 115.0 feet and curving to the right, 132.31 feet, (chord South 57 degs. 04 min. 24 sec. West, 125.14 feet) to a point; thence North 89 degs. 57 min. 53 sec. West, 189.88 feet to a point; thence along the arc of a curve having a radius of 120.0 feet and curving to the right, 188.50 feet, (chord North 44 degs. 57 min. 53 sec. West, 169.71 feet) to a point; thence North 00 degs. 02 min. 07 sec. East, 41.39 feet to a point; thence along the arc of a curve having a radius of 300.0 feet and curving to the right, 176.30 feet, (chord North 16 degs. 52 min. 14 sec. East, 173.77 feet) to a point; thence leaving said Right-of-Way Line and along the Northern line of Lot 76, South 56 degs. 18 min. 01 sec. East, 232.53 feet to a point; thence North 34 degs. 23 min. 16 sec. East, 40.95 feet to a point; thence South 65 degs. 53 min. 15 sec. East, 202.16 feet to the POINT AND PLACE OF BEGINNING.

The described tract contains 9.08 acres, more or less, and being Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, 85, Mockingbird Lane, and Oakwood Drive; Mellon Downs, Phase II-A and II-B and referenced to Map Book 79, Page 47 and Map Book 79, Page 130. All courses are referenced to Map Book 79, Page 47.

This description being prepared by Parker & Associates, Inc. from recorded information and is for annexation purposes only.

Edwin N. Foley, P.L.S., L-2884

C1.2018.ENF.Mellon Downs Annex Desc. 7.30.18

Date:

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82646

LOT 19

Address: 2842 Mockingbird Lane, Winterville, NC 28590

Mellon Downs Phase II-A

Map Book: 79

Page: 47-48

Name Alexander Jerome & Jennifer Felts Alves

Address 2842 Mockingbird Lane, Winterville, NC 28590

Signature

Signature

Date:

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82648

LOT 21

Address: 2845 Mockingbird Lane, Winterville, NC 28590

Mellon Downs Phase II-A

Map Book: 79 Page: 47-48

Name Matthew Ryan & Nicole Iriate Carrowan

Address 2845 Mockingbird Lane, Winterville, NC 28590

Date: 08/03/17

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82652

LOT 25

Address: 2823 Mockingbird Lane, Winterville, NC 28590

Mellon Downs Phase II-A

Map Book: 79 Page: 47-48

Name_Julie H. Tucker Address 2823 Mockingbird Lane, Winterville, NC 28590

Date:

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82877

LOT 40

Address: 2981 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name_April Stephanie & Jerimiah Vernon___Address_2981 Oakwood Drive, Winterville, NC 28590

Signature______Address_2981 Oakwood Drive, Winterville, NC 28590

Signature //man

Date:

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82878

LOT 41

Address: 2973 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name Dytanyain Lamb Address 2973 Oakwood Drive, Winterville, NC 28590

Signature 4

Date: 12-6-17

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82882

LOT 45

Address: 2953 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-8

Map.Book: 79 Page: 130

Name Eric R. & Amanda P. Hardy Address 2953 Oakwood Drive, Winterville, NC 28590

Signature

Signature Share

Secretary C2. LAM. Town of Winderville Periuph for Annexation, 5, 18, 17

Date:

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82884

LOT 47

Address: 2943 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Nichole

Name_Keith Andrew & Nicole Neal Richards Address 2943 Oakwood Drive, Winterville, NC 28590

Signature Keith Richards
Signature Nicholo Richards

Date:

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82887

LOT 49

Address: 2927 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name Thomas Robert & Tonya Denae Allen Address 2927 Oakwood Drive, Winterville, NC 28590

Signature

Signature

Date:

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82888

LOT 50

Address: 2919 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name Kaitlyn & Bryce Jones _____Address 2919 Oakwood Drive, Winterville, NC 28590

Signature

Date: 8 - 2 - 17

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82890

LOT 52

Address: 2909 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name Vickie Ann Harrington Address 2909 Oakwood Drive, Winterville, NC 28590

Date:

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82895

LOT 57

Signatur

Signature_

Address: 2873 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name Javon Llewelleyn & Darnesha Shavonne King Brunsey

Address 2873 Oakwood Drive, Winterville, NC 28590

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To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82897

LOT 73

Address: 2984 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name Gerret Edward & Kimberly Renae Smith

Address 2984 Oakwood Drive, Winterville, NC 28590

Signature

Signature

Date:

To the Mayor and Town Council of the Town Of Wintervine:

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

Description

Parcel: 8289&

LOT 74

Address: 2978 Oakwood Drive. Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name Charles Edward IV & Arden Walt Address 2978 Oakwood Drive, Winterville, NC 28590

Signature_____

Signature Gest Walt

Date: 8/3//7

To the Mayor and Town Council of the Town Of Winterville:

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

<u>Description</u>

Parcel: 82899

LOT 75

Address: 2970 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name John Douglas Collins & Ginny Lynn Gilmore

Address 2970 Oakwood Drive, Winterville, NC 28590

Signature

Signature_

Date:

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82907

LOT 83

Address: 2892 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name Ryan William & Jennifer Marie Zimmerman

Address 2892 Oakwood Drive, Winterville, NC 28590

Signature

Signature

Date: 08-07-17

To the Mayor and Town Council of the Town Of Winterville:

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

Description

Parcel: 82909

LOT 85

Address: 2876 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

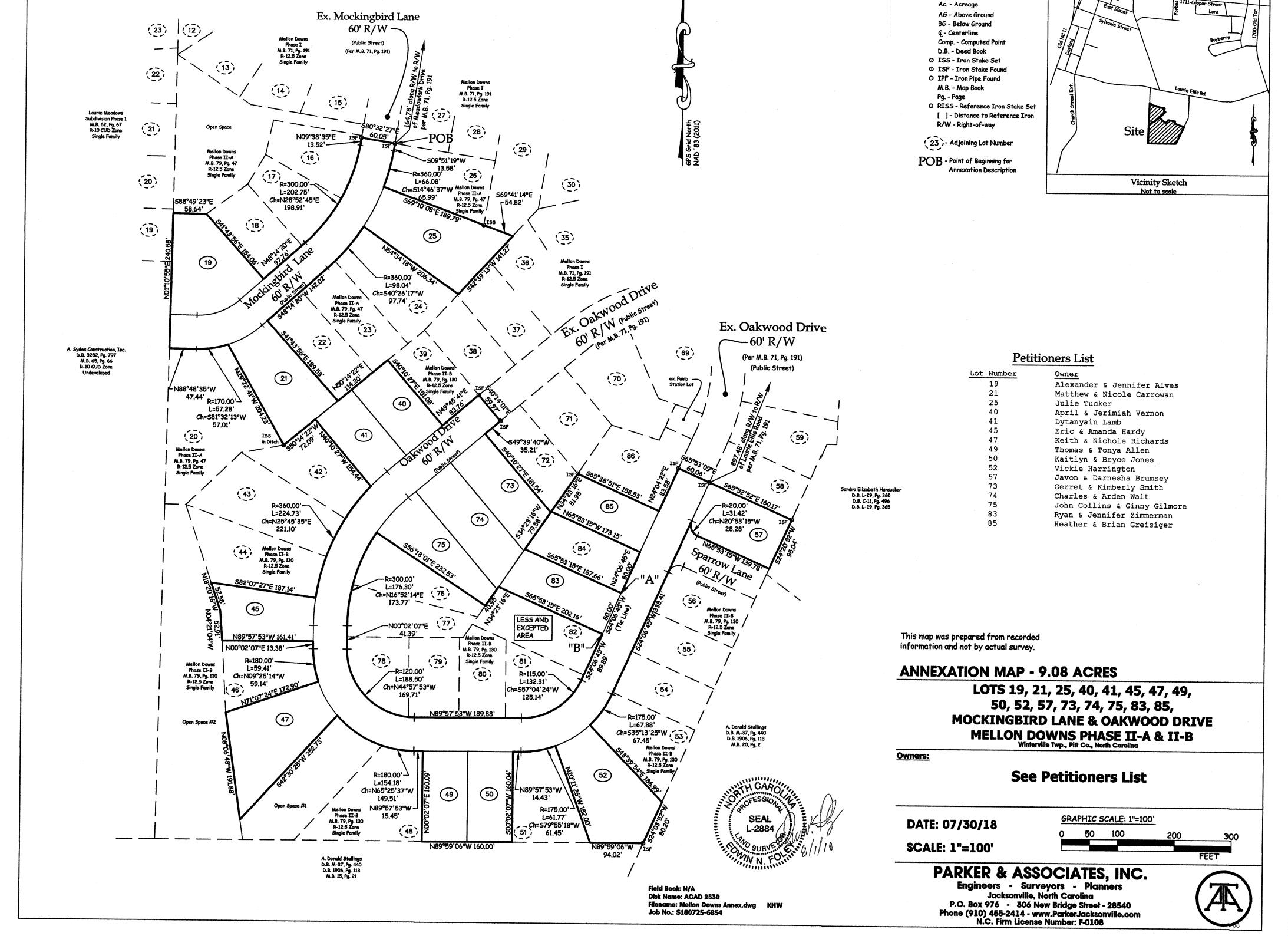
Name Heather Michelle & Brian Robert Greisiger

Heletha Michilles

Address 2876 Oakwood Drive, Winterville, NC 28590

oignature

Signature



LEGEND:

Z:\Land Projects 3\Mellon Downs\dwg\Mellon

(%)



Item Section: Consent Agenda

Meeting Date: September 10, 2018

Presenter: Bryan Jones, Planning Director

Item to be Considered	
Subject: Aces for Autism Property (parcel 14643) – Rezoning.	
Action Requested: Schedule Public Hearing for Rezoning for October 8, 2018.	
Attachments: Rezoning Map, Rezoning Application & Conditional Use District App	olication.
Prepared By: Bryan Jones, Planning Director	Date: 8/31/2018
ABSTRACT ROUTING: ☐ TC ☐ FD ☐ TM 9/6/2018	☑ Final <u>9/6/2018</u>
Supporting Documentation	
Aces for Autism Property Rezoning:	
Location: Parcel # 14643; Located on the south side of Worthington Road at its into	ersection with Old Tar Road
Current Zoning: Agriculture Residential (AR)	
Size: 23.03 Acres.	
Proposed Zoning: Office and Institutional (O & I)	
*P&Z will hear rezoning request at the September 17, 2018 meeting.	
Budgetary Impact: N/A	
Recommendation: Schedule Public Hearing for Rezoning.	



REZONING APPLICATION TOWN OF WINTERVILLE

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

Staff	Use	Only	
Appl. #			

OWNERSHIP INFORMATION:
Applicant: Aces for Autism
Address: P.O. Box 3986, Greenville, NC 27836
Phone #: (252) 689-6645
Owner: Kenneth Gillespie Harris, III and Wanda Harris Spong
Address: 4498 Rolling Meadows, Ellicott City, Maryland 21043 & 3720 Linwood Rd., Columbia, SC 29205
Phone #:(803) 269-3348
PROPERTY INFORMATION
Parcel #: 14643 Area (square feet or acres): 23.60 acres
Current Land Use: Agricultural
Location of Property: The site is located on Worthington Road, approximately 1,115 feet east of the intersection of Old Tar Road.
ZONING REQUEST
Existing Zoning: AR Requested Zoning: O&I (Office and Institutional)
Reason for zoning change: To provide zoning compatible with the proposed use of the property to align zoning
_patterns with the comprehensive vision of the Town.

This application shall be accompanied by the following items:

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

OWNER/AGENT STATEMENT

I, Kyle Robinson, Aces for Autism Board President, being the Owner	er or Agent (if Agent, complete
section below) request that the attached rezoning request be placed on the ag	genda of the Planning and Zoning
Board meeting scheduled for Sept. / 17 / 2018 -	
I understand that failure to address any item in the zoning amendment zoning ordinance my result in the rezoning request not meeting the minimum be returned to me for revision and resubmission at the next regular review of Signature Signature	n submission requirements and will
NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OW NOTARIZED STATEMENT FROM THE PROPERTY OW AUTHORITY TO ACT ON THE OWNER'S BEHALF.	NER GIVING THEM THE
I, Kanete G. Harris (1), being the Own	er of the property described herein,
do hereby authorize Kyle Robinson, Aces for Autism Board President as ag	ent for the purpose of this
Explication. Famero C. Harir III 8	22 18
Signature Date	,
Sworn to and subscribed before me, this day of day	, 20 <u>18</u> .
Notary Public	ley
My Commission Expires:	
CYNTHIA ASHLEY Notary Public-Marylan Calvert County My Commission Expire August 19, 2020	

OWNER/AGENT STATEMENT

I, Kyle Robinson, Aces for Autism Board I	President, being the Owner or Agent (if Agent, complete
section below) request that the attached rezoning r	equest be placed on the agenda of the Planning and Zoning
Board meeting scheduled for Sept. / 17	/ / 2018 .
I understand that failure to address any item zoning ordinance my result in the rezoning request be returned to me for revision and resubmission at	in the zoning amendment application requirements of the not meeting the minimum submission requirements and will the next regular review cycle. 8/19/18 Date
Signature	Date /
NOTARIZED STATEMENT FROM AUTHORITY TO ACT ON THE OV	THE PROPERTY OWNER MUST HAVE A THE PROPERTY OWNER GIVING THEM THE VNER'S BEHALF. , being the Owner of the property described herein,
do hereby authorize Kyle Robinson, Aces for Auti	
application.	8-22-18
Signature	Date
Sworn to and subscribed before me, this	day of August, 2018.
	Bailed Secretar
×-	Notary Public
My Commission Expires:	
Dec 08 2026	

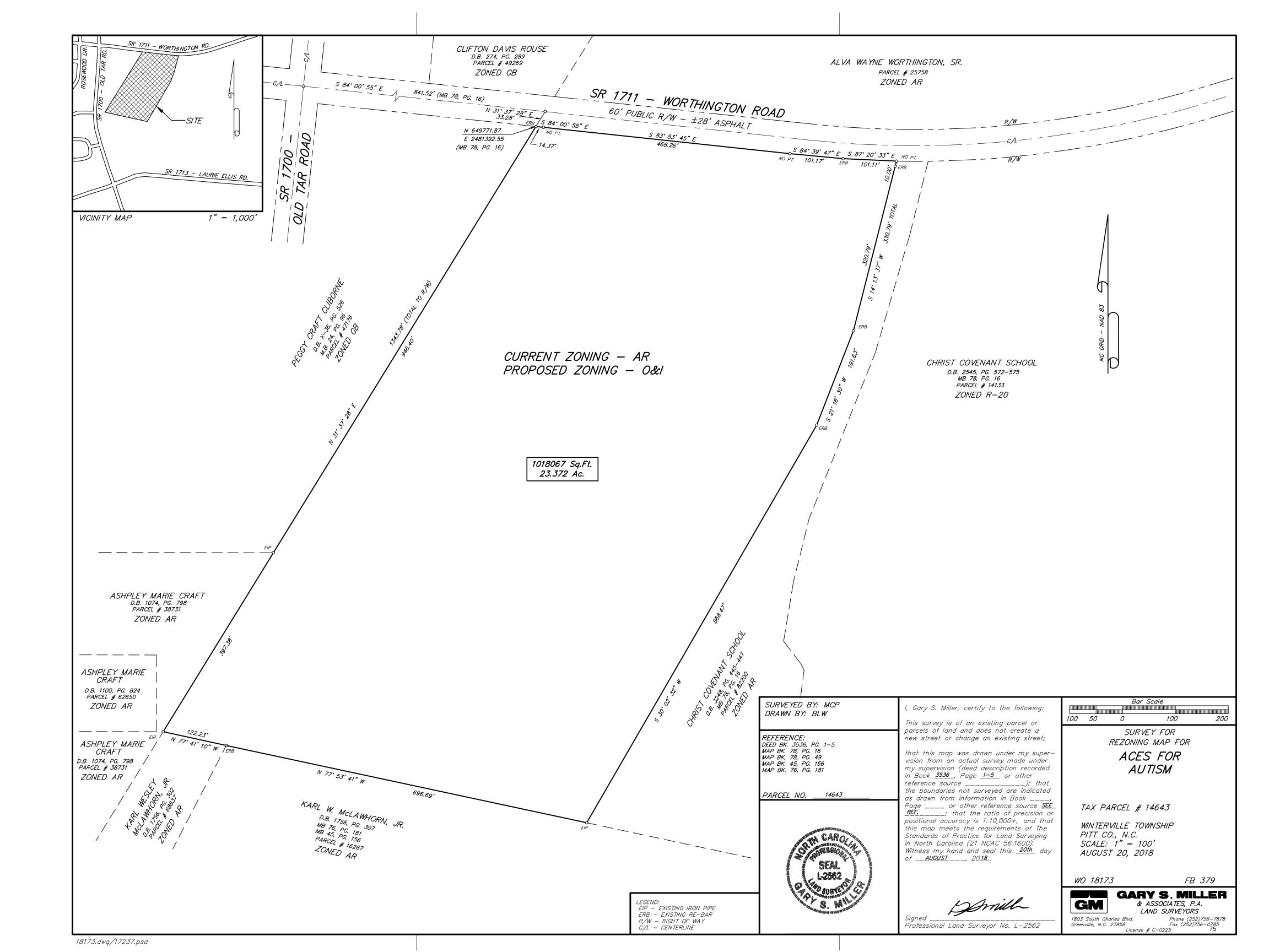
Staff Use Only			
Appl. #: Fee Amount	Date Paid		
Planning Board Recommendation: APPROVED DENIED DENIED	Meeting Date:		
Conditions/Comments:			
Board of Aldermen Decision: APPROVED DENIED	Meeting Date:		
Conditions/Comments:			

REZONING MAP

FOR

ACES FOR AUTISM

Beginning at a point located in the centerline intersection of SR 1700 – Old Tar Road and SR 1711 – Worthington Road thence running along the centerline of SR 1711 – Old Tar Road S 84-00-55 E, 841.52 feet to a point located in the centerline of SR 1711 - Old Tar Road; thence leaving the centerline of SR 1711 - Old Tar Road S 31-37-28 W, 33.28 feet to an existing rebar located on the southern right of way of SR 1711 - Old Tar Road the POINT OF BEGINNING said existing rebar having NC Grid Coordinates N 649771.87 and E 2481392.55; thence from said point of beginning and running along the southern right of way of SR 1711 - Old Tar Road the following courses and distance S 84-00-55 E, 14.37 feet to a point; thence S 83-53-45 E, 468.26 feet to a point; thence S 84-39-47 E, 101.17 feet to an existing rebar; thence S 87-20-33 E, 101.11 feet to a point; thence leaving the southern right of way of SR 1711 - Worthington Road S 14-13-37 W, 10.00 feet to an existing rebar; thence continuing S 14-13-37 W, 320.79 feet to an existing rebar; thence S 21-16-30 W, 191.63 feet to an existing rebar; thence S 30-02-32 W, 868.47 to an existing iron pipe; thence N 77-53-41 W, 696.69 feet to an existing rebar; thence N 77-41-10 W, 122.23 feet to an existing iron pipe; thence N 31-37-28 E, 397.38 feet to an existing iron pipe; thence continuing N 31-37-28 E, 946.40 feet to the point of beginning containing 23.372 acres.





Town of Winterville Town Council Agenda Abstract

Item Section: Old Business

Meeting Date: September 10, 2018

Presenter: Robert Sutton, Electric Utilities Director

Ties	senter. Nobert Sutton,	Electric Otilities Director		
•	Item to be Considered			
Subject: Purchase of Altec	Subject: Purchase of Altec Industries sixty (60) foot working height bucket truck.			
Action Requested: Approv	ve Purchase of Bucket	Truck via Sourcewell Purcha	asing Cooperative.	
Attachments: Altec Indust	ries, Inc. Quote 437784			
Prepared By: Robert Sutton, Electric Utility Director Date: 9/4/2018				
	AB	STRACT ROUTING:		
☐ TC	☐ FD		∑ Final tlp – 9/6/2018	
Supporting Documentation				
The 2018/2019 Electric Fund Budget allocated monies for the purchase of a bucket truck. Staff received a quote				

The 2018/2019 Electric Fund Budget allocated monies for the purchase of a bucket truck. Staff received a quote of \$239,520.00 for the requested bucket truck from Altec Industries, Inc. The quote was secured using the purchasing cooperative, Sourcewell, rather than the state purchasing contract. The vendor supplying the quote, Altec Industries, Inc., was awarded the bucket truck sales contract through Sourcewell. Similar to the award of state purchasing contracts, Altec's contract was only received after Sourcewell performed a thorough vetting process of several vendors. This process is similar to the state contract process but is performed for national scale purchases versus state level.

Budgetary Impact: The FYE 19 Budget allocated \$285,000.00 for the purchase of a bucket truck. The quote of \$239,520.00 is \$45,480.00 below the projected and council approved amount. This reduction is due in part to the ability of the purchasing cooperative to award national level contracts versus state level.

Recommendation: Approval to purchase an Altec bucket truck per Quote # 437784.



Opportunity Number: 930635 Quotation Number: 437784 Sourcewell Contract #: 012418-ALT

Date: 6/25/2018

Quoted for: Town of Winterville

Customer Contact:
Phone: / Email:

Quoted by: Melissa Fuller

Phone: 540-966-2983 / Email: melissa.fuller@altec.com

Altec Account Manager: Brian Carnahan

REFERENCE ALTEC MODEL

AA55		Non-Overcenter Aerial Device with Material Handling (Insulated)	\$168,508	

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AA55-US60	60' Boom Height (AA60)	\$5,271
2	AA55-ESR	Extended Side Reach	\$4,283
3			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	BK	WATER CASK (Includes Bracket)	\$200
2	СН	Cone Holder, Fold Over Post Style	\$269
3	MCR1	JIB ADAPTER. Jib adapter is for Altec 4.1" x 4.1" Square Jibs (Square to Round Conversion)	\$563
4	SPOT4	SIX (6) POINT STROBE SYSTEM (LED)	\$758
5	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted	\$688
6	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted	\$688
7	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric	\$224
8	VCAM	Backup Camera System	\$890

SOURCEWELL OPTIONS TOTAL: \$182,342

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Custom Rope for Unit Material Handler	\$438
2	UNIT & HYDRAULIC ACC	Single Conductor Holder	\$545
3	BODY	Custom Body ILO Stock Body	\$9,409
4	BODY & CHASSIS ACC	Boxes, Tubes, Hooks, Receiver, Steps, Grab Handles, Wire Reel Racks	\$17,373
5	ELECTRICAL	Spot Lights, Flood Lights, Telescopic Lights, Grounding System, Inverter	\$12,412
6	FINISHING	Gatorhyde and DOT Certification	\$2,609
7	CHASSIS	Custom Chassis ILO Stock Chassis	\$13,881
8	OTHER		

OPEN MARKET OPTIONS TOTAL: \$56,667

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$239,009

Delivery to Customer: _______
TOTAL FOR UNIT/BODY/CHASSIS: _____

r: \$511 S: **\$239,520**

(C.) ADDITIONAL ITEMS (items are not included in total above)

(0.)	THOME IT EIN O (NOTIO GIO HO)	t moladed in total above)	Color Control
1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

<u>WARRANTY:</u> Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 300-330 days ARO, FOB Customer Location

TERMS: Net 30 days

<u>BEST VALUE:</u> Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equiptment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Roanoke VA

June 2018 - Winterville AA60E Sourcewell (formerly NJPA) Quote.xlsx



Altec, Inc.

August 9, 2018 Our 89th Year

Ship To:

TOWN OF WINTERVILLE 2914 S CHURCH ST WINTERVILLE, NC 28590 US Bill To:

TOWN OF WINTERVILLE PO BOX 1459 WINTERVILLE, NC 28590-0000 United States

Altec Quotation Number:

437784 - 2

Account Manager:

Brian Wesley Carnahan

Technical Sales Rep: Melissa Fuller

<u>Item</u> <u>Description</u> <u>Qty</u> <u>Price</u>

Unit

- 1. Altec Model AA60E Articulating Non-Overcenter Aerial Device with a fiberglass upper boom and fiberglass insulator in the lower boom and the Altec ISO-Grip system, an upper control system incorporating high resistance components at the boom tip. Built in accordance to ALTEC's standard specifications and to include the following features:

1

- **A.** Ground to Bottom of Platform Height: 60.1 ft at 11.0 ft from centerline of rotation (18.3 m at 3.4 m)
- **B.** Working Height: 65.1 ft (19.8 m)
- C. Maximum reach to edge of platform: 46.8 ft at 30.7 ft platform height (14.3 m at 9.4 m)
- D. Rotation: Continuous
- E. Upper Boom Articulation: 0 to 173 degrees. Insulator provides a minimum of 192 in 488 cm) of isolation.
- F. Lower Boom Articulation: 0 to 120 degrees. Insulator provides a minimum of 24 in (610 mm) of isolation.
- **G.** Lower Boom Stow Protection: To help prevent excessive down pressure by boom structures when stowing.
- H. The Altec ISO-Grip System (U.S. Patent No. 7,416,053) includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system. Control Handle is a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary control covers are non-tested blue silicon covers. The control console in non-tested non-metallic control console plate. The boom tip covers are non-tested non metallic and are not dielectrically tested, but they may provide some protection against electrical hazards.
- Lower Controls: A lower control station is located on the curb side of the turntable with the control valves under a protective cover. A selector valve at the lower control station is provided to override the upper controls.
- J. Platform Leveling System: The platform is leveled by a single leveling chains with

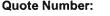


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<u>ltem</u>	<u>Description</u>	Qty	<u>Price</u>
	 fiberglass rods in lower and upper boom, designed to maintain the dielectric integrity of the aerial device. Controls for tilting the platform are located at the platform. The mechanism for tilting the platform includes one dual acting cylinder incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure. K. Control Purging System: The hydraulic system contains a continuous automatic purge feature, which provides for oil flow through the control system, to eliminate trapped air. This feature is operational any time the selector at the lower controls is in the upper control position and the pump is operating. L. Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This convenient troubleshooting feature saves time and reduces the risk of high pressure oil sprays. M. Upper Boom Compensation: Hydraulically compensated upper boom controlled through the main control valve pilot system. Booms are compensated from upper controls with the ability to independently control the upper boom. From lower controls the booms can be operated individually without compensation. A non-overcenter system monitors the position of the upper boom and when activated disables both the pilot system and main boom spools. N. Unit meets or exceeds ANSI 92.2 standards. 		
2.	375 - Automatic stow system	1	
3.	217U- Single two-man platform, side mounted, 24 x 48 x 42 inches (610 x 1219 x 1067 mm). Platform is rated at 600 pounds (317.5 kg) and rotates 90 degrees to end of boom. Hydraulic extended underslung jib/winch. Winch for jib to be installed on top of the boom. (REF Gulf Power 46095905) Jib to be PN #720-10743.	1	
4.	Soft Platform Cover For Two Man Platform (24x48)	1	
5.	259 Polyethylene platform liner for two man platform, 50 kV rating (minimum)	1	
6.	297 Outrigger control valves with tool circuit, contains four spools that control each outrigger and a fifth spool to control tool function. Hydraulic tool circuit includes one set of quick disconnect couplings, installed at tailshelf to supply 8.0 gpm and 2,000 psi to operate either open or closed center tools.		
7.	Electric Over Hydraulic Outrigger Controls	1	
8.	315 Engine start/stop with Secondary Stowage System, 12 VDC electric powered. Includes auxiliary pump and electric motor, powered by the chassis battery. Control is captive air operated from the platform and toggle switch operated from the lower controls. This option allows the operator to completely stow the booms and platform in a situation wherein the engine, PTO or pump fails.	1	
9.	319 - Category C 46 kV and below	1	
10.	460 - Outrigger X-Frame with flat shoe - 172.8 inch max spread	1	
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<u>ltem</u>	<u>D</u> escription	Qty	<u>Price</u>
11.	241 - Outrigger A-Frame with Flat-shoe - provides 149 inch (3785 mm) maximum spread outside to outside of shoe.	1	
12.	Powder coat unit Altec White.	1	
13.	Auxiliary Winch Line Control Valve at the Turntable.	1	
14.	Hydraulic Tool Line Installation - Two (2) pressure and return line connections must be provided at the platform for operation of hydraulic tools. A shut-off valve (1/4 turn) must be provided near the tool outlets to permit exchange of tools. Connectors are to be installed such that the hose couplers are horizontal. Quick disconnects shall be Holmbury C80240 and C80-241, or equal, with dust covers. Flow shall be 6-8 GPM @ 1800-2000 PSI with a maximum of 150 PSI back pressure.	1	
15.	Provide with 70' of 1/2" double braided synthetic rope.	1	
	Unit & Hydraulic Acc.		
16.	Unit Installation Components.	1	
17.	Jib Adapter, For A 4" Square Jib	1	
18.	Single Conductor Holder, Self-Aligning With 2" Opening (For Use With 3" DIA Extensions And Adapters)	1	
19.	Swivel Hook For Winch Load Line	1	
20.	Standard Spacer between Subbase and frame for hose routing and ease of maintenance.	1	
21.	Reservoir, 30 Gallon, Mounted Across Frame Rail, AA/AN Models	1	
22.	AA/AN 50/55/50E/55E/60/60E AN46-OC/50-OC/55-OC/46E-OC/50E-OC/55E-OC Subbase	1	
23.	HVI-22 Hydraulic Oil (Standard).	35	
24.	Standard Pump For PTO	1	
25.	Hot shift PTO for automatic transmission	1	
26.	Muncie PTO (Altec Standard)	-1	
27.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is setOnce parking (holding) brake is set, PTO and machine functions are enabledIf parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
28.	Standard PTO/Transmission Functionality for Automatic Transmissions - We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You	1	Page 3 of 17
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<u>Item</u> **Description** Qty **Price** If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into **Body** 29. Altec Body 1 30. Steel Body 1 31. Body Is To Be Built In Accordance With The Following Altec Standard Specifications: A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel. В. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. C. Heavy-Gauge Welded Steel Frame Construction. D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection. E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened. F. Steel Treated For Improved Primer Bond And Rust Resistance. Automotive Type Non-Porous Door Seals Fastened To The Door Facing. G. H. B-Line Channel Installed In Compartments 32. Treadplate Steel Floor 1 33. Aerial Service Line With Step (ASLS) 1 34. Finish Paint Body Altec White (Applies To Steel And Aluminum) 1 35. Undercoat Body 1 36. 156" Estimated Body Length (Engineering To Determine Final Length) 1 37. 94" Body Width 1 38. 46" Body Compartment Height 1 39. 18" Body Compartment Depth 1 40. 5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body Pine Wood. To run from 1 the right side of the ladder storage rack to the CS body. 41. Custom Body Cargo Retaining Option 3" Metal Retainer that flips up to be provided at the

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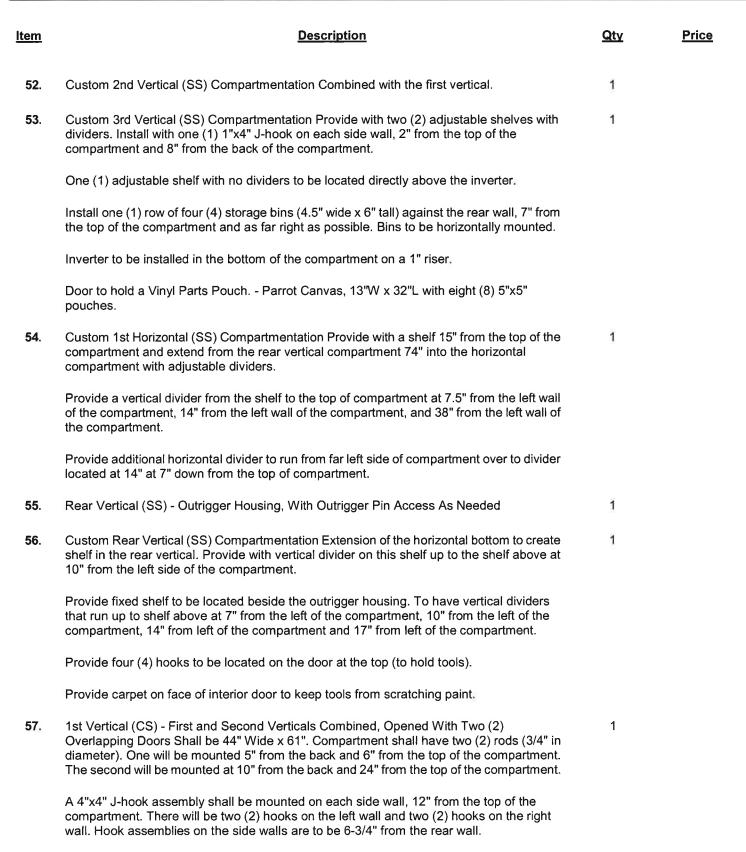
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<u>ltem</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	top of the side access. Retainer shall flip up to the right side.		
42.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	9	
43.	Stainless Steel Rotary Paddle Latches With Keyed Locks All to be keyed alike.	9	
44.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
45 .	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	9	
46.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
47.	Custom Body Door Holders Gas Shocks on Horizontal Doors, shall open upward to fullest height possible without seeping down. (Beyond horizontal to approx. 120 degrees.) Must have built in water troughs to insure the carrying off of rain or wash water which might get past the drip moldings.	1	
48.	Two Chock Holders In Fender Panel On Streetside Of Body	1	
49.	Custom Body Hotstick Shelf Option Streetside. Must be 110" long x 6" x 18". From rear vertical to as foward as needed.	1	
	This is to be located on TOP of the SS compartments, not inside.		
	Provide compartment divider at the end of the shelf (near the door).		
	Provide thin layer of High Density Polyethylene (HDPE) in the bottom of shelf.		
50.	Large Side Hinged Hotstick Door For Multiple Shelves On Streetside (Hinged Toward Cargo Area), Stainless Steel Slam Paddle Latch With Keyed Lock	1	
51.	1st Vertical (SS) - First and Second Verticals Combined, Opened With Two (2) Overlapping Doors Must be 44" wide x 61" and shall have two (2) adjustable shelves with dividers.	1	
	Provide with two (2) 2"x4" J-hjooks on each side wall of the compartment, 10" from the top of the compartment.		
	Storage bins should be installed against upper most rear wall with four(4) rows of nine (9) bins that are 4.5" wide x 6" tall. Bins must be square and even when mounted. (Quantum Storage Systems, 5-Bin style, #1VH74, cut to fit.)		
	SS V1 Door to hold Vinyl Parts Pouch. Parrot Canvas 13"Wx 32"H with eight (8) 5"x5" pouches.		
	SS V2 Door to hold diamond plate AED holder at the top and first aid kit at the bottom. AED holder to be 12"W x 7"D, the front shall be 5"H and the back is to be 13"H. There will be a cable on each side (from top of the front to middle of the back side) to help hold the		

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<u>ltem</u>	<u>Description</u>	Qty	<u>Price</u>
	Another set of hooks identical to the ones above to be located lower on the right and left walls located at 21" from the throat of the hook to the bottom of the compartment.		
	2nd Vertical Door to have four (4) hooks at the top of the door. Below hooks, provide Heavy Duty Canvas Bag (Ref 991001204) to be attached to interior of door.		
58.	Custom 2nd Vertical (CS) Compartmentation Combined with the first vertical.	1	
59.	3rd Vertical (CS) - Gripstrut (Preferred) Access Steps w/ Two (2) Sloped Grab Handles, Chain Storage (Keyed Lock) Provide grab handle on the right side of access ONLY. No grab handle on the left side per customer request.	1	
60.	Custom 1st Horizontal (CS) Compartmentation One (1) fixed shelf with dividers that are 12" deep and they are mounted 10" from the top of the compartment. The bottom of the compartment shall have adjustable dividers.	1	
	Install thirteen (13) 7" hooks with rolled tips evenly spaced across the rear wall at 4-1/2" below the shelf. Hooks to be installed on B-line to be adjustable.		
	Provide twelve (12) Storage Bins, $3-1/2$ "W x 4"H, to be located centered on the rear wall as high as possible. (Quantum Storage Systems)		
61.	Rear Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
62.	Rear Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
63.	Custom Rear Vertical (CS) Compartmentation One (1) fixed shelf to be located below the three adjustable shelves. Shall be custom fit between the rear wall and the outrigger tunnel.	1	
	Provide six (6) Rods, 1/4" dia. to be located on the outrigger housing. Rods to be 7"H with two rows, all 5" apart. (Used to hold tape rolls.)		
	Provide five (5) Rods at an angle. 3"L to be located centered rear wall, spaced 4" apart.		
	Provide six (6) hooks on the door at the top to hold tools. To have carpet on the door surface to keep tools from scratching the paint.		
64.	Treadplate Steel Tailshelf	1	
65.	E-Track Installed On Streetside Interior Cargo Wall, Mounted As High As Possible	1	
66.	Provide four (4) Spare Gas Shocks, to be shipped loose.	1	
67.	Floor to be 1/8" diamond safety-tread steel. Treadplate is to be installed on top of the body with lapped edges.	1	
68.	Entire body to be 16 gauge galvanneal steel. Body doors shall be double paneled and	1	
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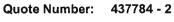
Description Qty **Price** <u>Item</u> constructed of 20 gauge galvanneal steel. it is to be welded and riveted throughtout so as to constitute a single unit. all welding shall be done in accordance with good commercial practice and all wels shall be sanded to insure a satisfactory appearance to the finished product. All sheared edges of the bulkhead and side paneling, including door openings, shall have lapped or rolled edges. The door flanges shall be formed in this way and not wided to the body structure. The forward portion of all door openings shall have water guard to keep out the rain water while the truck is moving forward. The hinge rods shall be of stainless stell with galvannealed continuous hinge. 69. Wheel housings are to be equipped with rubber fenderettes. **Body and Chassis Accessories** 70. 34" L Steel Tailshelf, Width to Match Body 1 71. Custom Material Retainer On Tailshelf No lip around perimeter. 72. Cross Storage Located Between Top Of Chassis Frame Rail And Tailshelf Floor. Drop 1 Down Doors With Keyed Latches Streetside and Curbside. Section to be 28" x 11" (water tight cross tunnel storage). Provide with thin layer of High Density Polyethylene (HDPE) in the bottom of the cross storage. Shall be vented in such a way as to prevent water intrusion. Corners to be square, not rounded. 73. ICC (Underride Protection) Bumper Installed At Rear 1 74. Custom Towing Device Pintle Hitch - 25 Tons (50,000 lbs) and to be marked as such. **75**. Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount. 76. Pair Of Tow Hooks (20,000 LB Rating Each) To be located on rear of truck. 77. Add Interim Step (Toe Step) As Needed. 78. Custom Step Installed At Rear Breakaway Cable Step, located on the SS of the tailshelf. To be mounted using channel and bolt step to break away. (Ref 990342518) Step to be reinforced to be structurally sound. Provide with at least 17" of ground clearance when in its lowest position. 79. Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward) 1 80. 1 Compartment Top Access Step from Body Floor Gripstrut 81. Single Platform Access, One Step Mounted to Turntable 1 We Wish To Thank You For Giving Us The Pleasure

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<u>ltem</u>	<u>Description</u>	Qty	<u>Price</u>
82.	Platform Access Step From Top of Body Compartment Gripstrut	1	
83.	Platform Rest, Rigid with Rubber Tube	1	
84.	Lower Boom Rest Weldment	1	
85.	Mounting Brackets for Lights, Located on Lower Boom Rest	1	
86.	Custom Outrigger Pad Sauber #1818 ALMAG Outrigger Pads.	4	
87.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, $3/4$ " Lip Retainer	4	
88.	Mud Flaps With Altec Logo (Pair)	1	
89.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
90.	U-Shaped Grab Handle SS and CS rear of tailshelf,	2	
91.	Custom Grab Handle Small Grab Handle, to be located on top of the CS horizontal to provide a 3rd point of connection for side access steps. Shall run parallel with the access opening.	1	
92.	Slope Indicator Assembly For Machine With Outriggers	1	
93.	Fold Over, Post Style Cone Holder (Holds up to four 15"x15" large cones) To be located on the SS front outrigger leg.	1	
94.	Water Cask Bracket Only, For 3 or 5 Gallon (Wire Type) To be located on the CS front outrigger leg.	1	
95.	Wire Reel Holder to be located on top of the CS rear vertical. Provide with 1" dia. rod will be 10-3/4" high and 17-1/2" long with two lock holes.	1	
96.	Two (2) PVC tubes mounted against the CS Cargo wall, angled down, flush with the rear of the body. Cap on one (1) end, the closest to the front of truck.	1	
	6" dia. x 31"L to be located at the top. 6" dia. x 37"L to be located below.		
97.	Ladder Storage Rack, 107"L \times 25"W \times 10"H. To be enclosed on the sides and top but open on the bottom for easy clean out. To be located on the back side of the body compartments with roller, on Streetside. Shall be flush with the rear of the SS body.	1	
	The ladder rack should be no closer than 4' (4 feet) to the header and no longer that permissible to remove the tailboard.		

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<u>ltem</u>	<u>Description</u>	Qty	<u>Price</u>
	Ladder Storage Bracket, stationary with ladder dog collar, to be located on Streetside.		
	Shall provide storage underneath.		
98.	Additional Open Top Storage Bin 1 16"W \times 20"L \times 6"H, to be located on the SS tailshelf directly behind the rear of the body.	1	
99.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	2	
100.	Triangular Reflector Kit, Installed	1	
101.	First Aid Kit, 10 Person To be installed on the bottom of the SS 2nd Vertical door.	1	
102.	5 LB Fire Extinguisher With Heavy Duty Bracket, Installed Located on the SS front of body.	1	
103.	Vinyl manual pouch for storage of all operator and parts manuals	1	
104.	Outrigger D-Rings (Set of 2) To be located on a 3" flatbar that is 20"L and centered on the rear X frame outrigger.	1	
105.	Outrigger Control Guards- Underhung Tailshelf Mount	1	
106.	Reel Holder to be located on the rear of the platform rest. Attaches to the platform by 2" Receiver. Shall consist of 22"L, 3" C-channel, along the rear with 9"L C-channel on both sides. The front shall have a 3/4" dia. rod that runs between both sides.	1	
	There is a 4" handle on the left hand side.		
	To be located 1" from the back and center,		
107,	Waterproof Top Opening Storage Box, $58"L \times 10"H \times 18"W$, to be located above CS Horizontal. Shall have non-skid gripstrut installed on top and the lid shall be shorter than the box as to allow for opening with boom in rest position.	1	
108.	Waterproof Top Opening Storage Box, 44"L x 14"H x 18"W, to be located on top of the combination 1st and 2nd Verticals on Streetside and Curbside.	2	
109.	Two (2) Weatherproof Top Opening Storage Boxes, 55 "L x 10 "H x 18 "W, to be located above the hotstick box (aka on top of the SS compartment tops starting at rear of truck.)	2	
110.	Two (2) Storage Boxes, 18"x10"x16", with locking doors shall be installed, one (1) on each side under the tailshelf. Boxes to be waterproof.	2	
111 _e	Chainsaw Storage Box, $36" \times 18" \times 12"$, removable (bolt on) and vented, shall be located in front of the pedestal which will open fully without hitting the boom.	1	
112.	Mount 5" commercial duty Wilton Vise with flat and pipe jaws to be located on the CS of the tailshelf, 31" from the right edge of the tailshlf.	1	

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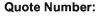
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Description <u>ltem</u> Qty **Price** Two (2) 8" tall rods x 5/8" dia. to be located on right (CS) side of the tailshelf, under the 113. 1 grab handle, for washer storage. Shall have pin in the top to hold the washers on rod. 114. Punched Metal "Tray" to be as deep as possible, with a back stop to be located between 1 the frame rails below the tailshelf. Shall be a minimum of 18" deep. 115. 2" Receiver facing the rear of the truck, approx. 10.5" down on the rear of the bucket 1 (platform) rest. 116. Large Cable Racks, (1" dia rod). One (1) to be mounted on the SS cargo wall, approx. 38" 1 from the floor and 20" outward, tip of the hook shall turn up 8". One (1) to be located 14" from the rear of the ladder rack at same height. Attached to the ladder rack and the open top storage box for structural stability. 117. Pole Saw Box, 12" (Ref 990054951), to be located on top of the vertical ladder rack. 118. Blanket Canister, 10-1/2" dia, to be located directly behind the compartment top access step against the CS cargo wall. To be held in place by hardware attached to the CS top opening box. 119. Wedge Grip Holder, to be located off SS of platform rest, approx. 12" from the top. Shall be 1 8" long and shall form two areas that allow for grips to hold. Mount eight (8) 4" schedule 40 PVC tubes, 12"H, vertically across the bulkhead. Tubes to 120. 1 be open on both ends and are to be mounted 1/2" off the cargo floor for drainage. Mount six (6) 4" schedule 40 PVC tubes, 12", vertically across the bulkhead. Bottom of the tube to have a stop. 121. Four (4) Hooks, 3/8" dia., to be 5"L with a 2" turn up. to be located on the cargo side of the 1 CS top opening box above the 1st and 2nd verticals. 122. One (1) Hook, 1/2" dia., 3"L x 2"H turn up, to be located off the top of the CS boom stow 1 upright. 123. Four (4) Hooks, 3/8" dia., 5"L x 2"H turn up. To be located at the rear of the ladder rack, 1 cargo side. Shall be spaced 5" apart. 124. One (1) Hook, 3/8" dia., 6"L x 1" turn up. to be located on the rear side of the platform rest, 1 approx. 12" from the cargo floor. 125. Three (3) Hooks, 3/8"dia., 6"L x 2"H turn up. To be located on the cargo side of the ladder 1 rack, just in front of the chain saw box. Space 6" apart. **Electrical Accessories**

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Compartment Lights Wired To Dash Mounted Master Switch

1



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Description Qty **Price** <u>ltem</u> Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, 127. 1 including LED reverse lights) 128. Provide two (2) sets of recessed LED tail lights on the tailshelf. One (1) shall be set in the 1 rear of the bottom box on each side fo the tailshelf and one (1) shall be installed each side on the rear of the tailshelf in the cross storage portion. 129. Altec Standard Amber LED Strobe Light with Brush Guard LED, to be visible 360 degrees 2 per NCDOT. One (1) located on each side of boom stow. Must be programmable strobes. 130. 6-Position Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Oval Lights On Body Sides, Two (2) Round Lights At Rear Programmable Flash Pattern Type. Two on front and two at sides to be white. Two at the rear of tbe amber. Front and rear strobes to be on their own switch. Side strobes to be on their own switch. 131. Custom Spot Light Two (2) Recessed Cargo Lights, to be mounted at the CS and SS rear 2 uppermost inside corner of the body. (SS can be shifted as needed due to ladder storage.) 132. Flood Light, LED, with Chrome Housing, 6" DIA x 9" H One (1) located on the boom stow 2 to illuminate the cargo area and one (1) located on the top of the rear outriggers to illuminate the tailshelf. 2 133. Flood Light, LED, Telescopic "Scene" Lighting, to be located front of each side of the body. 134. Remote Spot Light, LED, Permanent Mount with Programmable Wireless Remote To be 2 located on each side of the boom stow at front of outrigger. Shall be inward of the strobes. 135. Dual Tone Back-Up With Outrigger Motion Alarm 2 136. Altec Standard Multi-Point Grounding System 6 137. Retractable Hastings #21366 Grounding Reel - Shall be provided and mounted on the CS 1 of the tailshelf to payout to the CS. Locate no more than 20" on center of the reel from the right side of the tailshelf. 138. Grounding Cable, 2/0 GA Yellow Jacketed Cable 50 139. Copper U Shaped Grounding Lug (Threaded) CS front and rear. 2 140. Grounding Clamp, Aluminum C-Clamp Style With Serrated Jaws (Includes Ferrule and Heat Shrink Tubing) 141. Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio Monitor to be located to the space on the dash that is open below the radio and come outward.

Camera to point downward towards the pintle hitch.

- Α. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators
- 2 Inputs With Independent Triggers В.

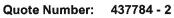
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<u>ltem</u>	<u>Description</u>	Qty	<u>Price</u>
	 C. Heated Infrared Camera With Day/Night Sensor And Audio D. Mirror/Normal View E. IP68 Rated 		
	 F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical) G. 20 Meter Cable Assembly 		
142.	6-Way Trailer Receptacle (Pin Type) Installed At Rear (equilivant to the Techran 670-62)	1	
143.	7-Way Trailer Receptacle (RV Blade Type) Provide Option #1	1	
144.	Electric Trailer Brake Controller (Tekonsha Voyager #9030) Warner Option	1	
145.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
146.	Custom Inverter Tripp Lite 1250W Power Inverter - to be installed in the lowr left corner of the 3rd Vertical, Streetside. Inverter shall be a PV1250FC with a APSRM4 remote control module. To be wired ignition hot.	1	
147.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
148.	All electrical accessories shall be wired to a fused panel box. This box is to be energized by the ignition switch.	1	
149.	One (1) Power Strip to be mounted above the inverter on the rear wall of the Streetside, 3rd Vertical. Shall be wired to the inverter.	1	
150.	Engine Start / Stop to be located at the basket and at the rear of the truck.	1	
151.	Ground Lighting Package, LED, to be located around the perimeter of the truck. (All lights to be Maxxima unless otherise noted M84420) Two (2) located on the front of the bumper, one on each side. (Whelen LED Perimeter Enhancement Lights) Two (2) on each side of the truck, under the 2nd and rear verticals. Two (2) on the rear of the truck, one on each side. One (1) to be tucked up under the tailshelf to illuminate the frame rail storage.	1	
152.	Laptop Stand from Mobile Desk (Console-X) for International Chassis to be provided in the cab. Wire to the bottom of the console and provide with it's own fuse.	1	
153.	Electric/Hydraulic Outrigger Controls, to be located on the sides of the tailshelf.	1	
	Finishing Details		
154.	Powder Coat Unit Altec White	ĩ	

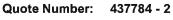
We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You





Altec, Inc.

<u>Item</u>	<u>Description</u>	Qty	Price
155.	Finish Paint Body Accessories Above Body Floor Altec White	1	
156.	Custom paint. Uprights, front stow protection and front bumper to be painted white.	² 1	
157.	Heavy Duty Cargo Coating, Gator Hyde, Cargo Area Floor and Tailshelf To include the following areas: Cargo Floor Cargo Walls Bulkhead Back side of the X-frame Outriggers Pedestal to the bottom of the socket weld line.	1	
158.	English Safety And Instructional Decals	*1	
159.	Vehicle Height Placard - Installed In Cab	÷ 1	
160.	Placard, HVI-22 Hydraulic Oil	1	
161.	Dielectric test unit according to ANSI requirements.	1	
162.	Stability test unit according to ANSI requirements.	1	
163.	DOT Certification Required Town of Winterville	1	
164.	Focus Factory Build	² 1	
165.	Delivery Of Completed Unit	1	
166.	Shield and extend exhaust above the cab.	1	
167.	AA60E FA Installation	1	
	<u>Chassis</u>		
168.	Chassis	1	
169.	Altec Supplied Chassis	1	
170.	2020 Model Year	1	
171.	International MV607	1	
172.	4x2	1	
173.	140" Clear CA (Round To Next Whole Number) We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You UTILITY EQUIPMENT AND BODIES SINCE 1929	1	Page 14 of 17





Altec, Inc.

<u>item</u>	<u>Description</u>	Qty	<u>Price</u>
174.	Regular Cab	1	
175.	Chassis Cab	1	
176.	Set Back Axle	1	
177.	Chassis Color - White NAV9036	1	
178.	Chassis Wheelbase Length - 213 inch	1	
179.	Cummins L9	1	
180.	330 HP Engine Rating	1	
181.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
182.	GVWR 39,000 LBS	1	
183.	16,000 LBS Front GAWR	1	
184.	Spring Suspension	1	
185.	23,000 LBS Rear GAWR	1	
186.	385/65R22.5 Front Tire	1	
187.	11R22.5 Rear Tire	1	
188.	Air Brakes	1	
189.	Park Brake In Rear Wheels	1	
190.	07BKS - International Exhaust (Right-Horizontal-Undercab-Vertical) (Cummins Engine Only) - Rear Wheel Drive Applications	1	
191.	16XJV - International Dash Cutout for Switch Panel	1	
192.	International - Disallow Regen while in PTO mode (13WEV)	1	
193.	International Heavy Duty Tail Light Wiring (08HAB)	1	
194.	International Transmission Dipstick Relocated to RH Side Of Transmission (13WGH)	1	
195.	50-State Emissions	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 15 of 17



Quote Number:

437784 - 2

Altec, Inc.

<u>Item</u> **Description** Qty **Price** 15SXJ - International 50 Gallon Fuel Tank Non-Polished (Under Cab Left Hand) 196. 197. 15WCN - International 5 Gallon DEF Tank (Under Cab Left Hand) 1 198. Battery Under Cab Left Hand 1 199. Air Horn Under Cab 200. AM/FM Radio 201. Bluetooth 202. **Driver Controlled Locking Differential** 203. Air Ride Drivers Seat 204. Air Ride Passenger Seat **Additional Pricing** 205. Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety 1 (90) days warranty for travel charges, limited lifetime structural warranty 206. Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing. Unit / Body / Chassis Total See Contract Document

Altec Industries, Inc.

BY

Melissa Fuller

We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 16 of 17



Altec, Inc.



Town of Winterville Town Council Agenda Abstract

Item Section: Old Business

Meeting Date: September 10, 2018

Presenter: Robert Sutton, Electric Utilities Director

Item to be Considered						
Subject: Purchase of John Deere 410L Backhoe Lo	Subject: Purchase of John Deere 410L Backhoe Loader.					
Action Requested: Approve Purchase of Backhoe I	Loader via Sourcewell Po	urchasing Cooperative.				
Attachments: James River Equipment Quote17908	Attachments: James River Equipment Quote17908504.					
Prepared By: Robert Sutton, Electric Utility Director Date: 9/4/2018						
ABSTRACT ROUTING:						
☐ TC ☐ FD		⊠ Final <u>9/6/2018</u>				
Supporting Documentation						

The 2018/2019 Electric Fund Budget allocated monies for the purchase of a backhoe. Staff received a quote of \$114,497.12 for the requested backhoe from James River Equipment. The quote was secured using the purchasing cooperative, Sourcewell, rather than the state purchasing contract. The vendor supplying the quote, James River Equipment was awarded the backhoe sales contract through Sourcewell. Similar to the award of state purchasing contracts, Altec's contract was only received after Sourcewell performed a thorough vetting process of several vendors. This process is similar to the state contract process but is performed for national scale purchases versus state level. James River was also awarded the state contract for this equipment. The state contract price for the backhoe was \$121,250.00.

Budgetary Impact: The FYE 19 Budget allocated \$130,000.00 for the purchase of a backhoe. The quote of \$114,497.12 is \$15,502.88 below the projected and council approved amount. This reduction is due in part to the ability of the purchasing cooperative to award national level contracts versus state level.

Recommendation: Approval to purchase John Deere 410L backhoe per Quote # 437784.



Quote Id: 17908504

Prepared For: TOWN OF WINTERVILLE, NC



Prepared By: CHRISTOPHER BOHLEN

James River Equipment 3604 Highway 264 East Greenville, NC 27834

Tel: 252-758-4403 Fax: 252-758-6508

Email: chip.bohlen@jamesriverequipment.com

Date: 31 July 2018 Offer Expires: 28 September 2018



Quote Summary

Prepared For:

TOWN OF WINTERVILLE, NC 2571 Railroad St Winterville, NC 28590

Prepared By:

CHRISTOPHER BOHLEN James River Equipment 3604 Highway 264 East Greenville, NC 27834 Phone: 252-758-4403

chip.bohlen@jamesriverequipment.com

Quote Id:

17908504

Created On:

31 July 2018

Last Modified On:

02 August 2018

		Expirat	tion Dat	te: 28	September 2018
Equipment Summary	Suggested List	Selling Price	Qty		Extended
JOHN DEERE 410L BACKHOE LOADER	\$ 112,134.56	\$ 114,342.56 X	1	=	\$ 114,342.56
Extended Warranty					
Extended Warranty, 410L, Power Train And Hydraulics, 2500 Total Hours or 60 Total Months, \$0 Deductible					
Sub Total					\$ 114,342.56
Equipment Total					\$ 114,342.56
	Quo	te Summary			•
	Equ	ipment Total			\$ 114,342.56
	Sub	Total			\$ 114,342.56
	Est.	Service Agreement	Гах		\$ 154.56
	Tota	al .			\$ 114,497.12
	Dow	n Payment			(0.00)
	Ren	tal Applied			(0.00)
	Bala	ance Due			\$ 114,497.12

Salesperson : X	Accepted By : X



Selling Equipment

Quote Id: 17908504 Customer: TOWN OF WINTERVILLE, NC

	JOHN DEERE 410L BA	CKHOE I	LOADER	
ours: ock Number:				\$ 112,134.5 \$ elling Pric \$ 114,342.5
Code	Description	Qty	Unit	Extende
0AB0T	410L BACKHOE LOADER	1	\$ 126,797.00	\$ 126,797.0
	Standard Options	- Per Unit		
170C	JDLink Ultimate Cellular - 5 Years	1	\$ 0.00	\$ 0.0
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1	\$ 14,820.00	\$ 14,820.0
2035	Cab	1	\$ 12,889.00	\$ 12,889.0
2401	English Decals with English Operator and Safety Manuals	. 1	\$ 0.00	\$ 0.0
3095	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission	1	\$ 2,876.00	\$ 2,876.0
4466	Galaxy 21L 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1	\$ 0.00	\$ 0.0
5285	Pilot Controls, Two Lever, with Pattern Selection	1	\$ 2,594.00	\$ 2,594.
5400	Less Coupler	1	\$ 0.00	\$ 0.
5678	24" (610 mm) Wide, Severe-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Bucket	1	\$ 1,995.00	\$ 1,995.
6020	Extendible Dipperstick	1	\$ 8,141.00	\$ 8,141.
6210	No Auxiliary	1	\$ 0.00	\$ 0.
7080	Three-Function Loader Hydraulics, Single Lever	1	\$ 3,181.00	\$ 3,181.
7685	Wide Multipurpose Bucket	1	\$ 7,390.00	\$ 7,390.
8455	750 Lb. (340 kg) Front Counterweight	1	\$ 971.00	\$ 971.
8685	Dual Maintenance Free Batteries With Disconnect and Jump Post	1	\$ 529.00	\$ 529.
9045	Chrome Exhaust Extension	1	\$ 173.00	\$ 173.
9060	Front View Mirror	1	\$ 80.00	\$ 80.
9110	Ride Control	1	\$ 1,935.00	\$ 1,935.
9116	LED Light Package	1	\$ 1,025.00	\$ 1,025.
9210	Left Side Console Storage with Cup Holders	1	\$ 79.00	\$ 79.
9505	Full MFWD Driveshaft Guard	1	\$ 417.00	\$ 417.
9515	Diagnostic Oil Sampling Ports	1	\$ 201.00	\$ 201.
9905	Strobe Light with Magnetic Mount	1	\$ 572.00	\$ 572.
9916	Radio, Bosch Premium Package	1	\$ 1,320.00	\$ 1,320.
9919	Sun Visor	1	\$ 92.00	\$ 92.0



Selling Equipment

Quote Id: 17908504 Customer: TOWN OF WINTERVILLE, NC

9920	Exterior Rear View Mirrors (2)	1	\$ 334.00	\$ 334.00
9965	Seat, Cloth Air-Suspension	1	\$ 490.00	\$ 490.00
	Standard Options Total			\$ 62,104.00
	Technol	logy Options		
DEDUCT	NJPA 44%	1	\$ -83,116.44	\$ -83,116.44
	Technology Options Total			\$ -83,116.44
m turner	Dealer A	Attachments		
	24" Cleanout Bucket	1	\$ 1,200.00	\$ 1,200.00
	Flip Forks	1	\$ 1,900.00	\$ 1,900.00
	Fire Extinguisher	1	\$ 250.00	\$ 250.00
	Dealer Attachments Total			\$ 3,350.00
	Value Added Services Total			
	Othe	r Charges		
	Freight	1	\$ 2,500.00	\$ 2,500.00
	Setup	1	\$ 500.00	\$ 500.00
	Other Charges Total			\$ 3,000.00
	Suggested Price			\$ 114,342.56
	Custom	er Discounts		
	Customer Discounts Total		\$ 0.00	\$ 0.00
Total Selling P	rice			\$ 114,342.56
Total Selling P	rice			\$ 114,342.50

Extended Warranty Proposal

PowerGard™ Protection Plan

Construction								
Date : August 2, 2018								
Machine/Use Info	ormation	Plan Description	ו	Price				
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0			
Equipment Type	Construction	Coverage:	Power Train And Hydraulics	Quoted Price	\$ 0.00			
Model	410L	Total Months:	60					
Country	US	Total Hours:	2500					
MFWD/Tracks	N							
Scraper Use								
Extended Warranty is availab Extended Warranty expires.	le only through authorized John	n Deere Dealers for John Deere	e Products,and may be purchased	d at any time before the produc	ct's Standard Warranty,or			
Extended Warran	nty Proposal Prep	pared for:	I have been offere	ed this extended wa	arranty and			
Customer Name -	. Plassa Print		■ I ACCEPT the Extended Warranty					
Customer Hame	TiodSe Frint		☐ I DECLINE the Extended Warranty					
Customer Signatu	ıre		If declined, I fully un above is not covered component failures period provided by	d for customer exp beyond the origina	enses due to			

Note: This is <u>not</u> a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is:

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not:

Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



Town of Winterville Town Council Agenda Abstract

Item Section: Old Business

Meeting Date: September 10, 2018

Presenter: Evan Johnston, Director of Parks &

	Recreation					
	Iten	n to be Considered				
Subject: Hillcrest Park	s basketball court surfac	ing.				
Action Requested: A	ward project to North Sta	ate Resurfacing.				
Attachments: Reques	st for Bid document, bid	tab, project contract.				
Prepared By: Evan Jo	hnston, Director of Park	s & Recreation	Date: 9/5/2018			
	ABSTRACT ROUTING:					
□ TC	☐ FD	⊠ TM <u>9/6/2018</u>	⊠ Final 9 <u>/6/2018</u>			
	Suppo	orting Documentation	1			
·	·					

The Town received Proposals from two (2) vendors in response to Hillcrest Park Basketball Court Surfacing Request for Bid (RFB): North State Resurfacing and Court One. North State Resurfacing submit low bid in the amount of \$21,343.50. North State Resurfacing completed the tennis court resurfacing at Winterville Recreation Park in 2017. Their staff was easy to work with and work was satisfactory.

Amount budgeted in current fiscal year for basketball court surfacing is \$20,000. Total amount of project, including base bid and all alternates, is \$1,343.50 above budgeted amount. In order to create a quality and lasting finished project, Staff feels that it is in the best interest of the Town to complete project base bid and all alternates. Additional funding does not need to be appropriated for cost in excess of budgeted amount as this can be covered by funds in current fiscal year budget.

Staff recommends awarding Hillcrest Park basketball court surfacing project, including base bid and alternates, to North State Resurfacing.

Budgetary Impact: Funds included in current Fiscal Year budget.

Recommendation: Award project to North State Resurfacing.



Parks and Recreation Department Request for Bid: Hillcrest Park Basketball Court Resurfacing

DATE: August 6, 2018

PROJECT MANAGER: Evan Johnston

Project Description

The Town of Winterville Parks and Recreation Department is accepting bids for bids for basketball court resurfacing at Hillcrest Park (2 courts). Please provide pricing based on specifications listed below.

GENERAL

- 1. Contractor shall provide all materials, labor, and equipment necessary to complete project as outlined in this Request for Bid (RFB).
- 2. Contractor must ensure a safe and orderly job site at all times.
- 3. Contractor shall be responsible for cleaning job site, disposal of all debris, removal of all containers, and surplus material. Dispose of all materials in accordance with local, state, and Federal regulations.
- 4. Contractor shall be responsible for all associated permit fees, landfill and tipping fees, insurance, etc.
- 5. Follow manufacturer recommendations and specifications for all products used during project.
- 6. Contractor must store materials in accordance with manufacturer specifications and MSDS.
- 7. The Town will not be responsible for managing or receiving any deliveries and will not be responsible for the storage or security of any equipment, supplies, or materials needed by the Contractor for completion of the project.
- 8. The Contractor must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in this RFB, but which is not specifically designated as a Town of Winterville responsibility, is a responsibility of the Contractor's operation, and the Contractor must include these in the response to this RFB.
- 9. Where the Contractor fails to seek clarification, the Town's interpretation shall control.
- 10. The Contractor shall not make any claim for, or have right to withdraw its Bid because of any misunderstanding or lack of information.
- 11. Project shall be completed within sixty (60) calendar days of notice to proceed. Liquidated damages in the amount of \$100.00 per day shall be enforced if Contractor fails to complete all work within sixty (60) calendar days.
- 12. Contractor shall provide twelve (12) month warranty on all materials and labor.

- 13. Bid must be on letterhead and include contact information and all applicable fees/charges.
- 14. The Town will not be responsible for or bound by an oral instruction made by an employee of the Town in regard to this RFB.
- 15. Any statements made by an employee of the Town, which may materially change any portion of the RFB, shall not be relied upon unless they are issued as written addendum to the RFB or change order.
- 16. Pre-bid meeting will be held on Wednesday, August 15, 2018, at 2:00 p.m. at Hillcrest Park, 2418 Carmon Street, Winterville, NC 28590.
- 17. Bidder or representative must attend pre-bid meeting or schedule separate meeting.
- 18. If the Contractor finds that they cannot complete response without additional information, they may submit written questions or requests for clarification to Evan Johnston, Project Manager, at evan.johnston@wintervillenc.com. Written questions shall be submitted by 12:00 p.m. on Wednesday August 22, 2018. Questions received after deadline will be rejected as not timely.
- 19. Addendum resulting from questions, pre-bid meeting, or any changes to specifications will be sent to Contractors by 5:00 p.m. on Wednesday, August 22, 2018.
- 20. Bids are due to Evan Johnston on or before Thursday, August 30, 2018 at 2:00 p.m. This is an informal bid and bids will not be publicly opened.
- 21. Contact Evan Johnston at (252) 215-2436 or evan.johnston@wintervillenc.com if you have any questions.
- 22. Town of Winterville reserves the right to reject any and all bids.

BASE BID

- 1. Repair and resurfacing of two (2) all-weather basketball courts with overall dimensions as follows
 - a. Dimensions are 105' x 77', total.
- 2. Prepare courts to receive new surface; clean and scrape courts of all loose material, dirt, foreign matter and debris. Molded areas shall be cleaned with a bleach solution as necessary.
- 3. Power wash surface as necessary to achieve proper application surface.
- 4. Remove vegetation from cracks and the perimeter of the courts by pressure washing and treatment with a broad spectrum herbicide. This may be coordinated with Town of Winterville Parks and Recreation Department Staff only if warranty or warranties not affected.
- 5. Patch all structural cracks, dings, voids, etc. in the asphalt surface using an acrylic patch binder, concrete, or combination.
- 6. Patch all depressions/birdbaths holding more than 1/8" of water after draining for one (1) hour minimum 70 degree Fahrenheit in sunlight. Areas identified should be outlined with chalk, and the water swept out. After the area is surface-dry, apply coat of acrylic patch binder to the entire area within the chalk line. After applying the patch binder, strike off with a straight-edge the length of which is in excess of the dimensions of the "birdbath" to the same elevation as the surrounding surface. After the leveling operation, the patch should be allowed to cure properly.
- 7. Do not install when rainfall is imminent or extremely high humidity prevents drying.
- 8. Do not apply unless surface and air temperatures are 50°F and rising.
- 9. Do not apply if surface temperature is in excess of 140°F.

- 10. Application of acrylic resurfacer applied at manufacturer's rate (not diluted). The contractor is to provide color resurfacer following the manufacturer's directions and application rates.
- 11. Layout and tape lines in accordance with organization requirements and paint 2" wide lines with appropriate line paint to conform to standards.
- 12. All colors must be approved prior to installation.

ALTERNATES

ALTERNATE 1: RIM & BACKBOARD REPLACEMENT

- 1. Provide pricing for new rims (6) and backboards (6). These will replace existing rims and backboards.
- 2. Contractor shall remove existing rims and backboards and install new rims and backboards on existing posts.

ALTERNATE 2: CRACK REPAIR

1. Provide pricing to provide and install polyester fabric, or comparable, to repair cracks on basketball courts.

INSURANCE REQUIREMENTS

It is a policy of the Town of Winterville to require that all contractors performing work for the Town provide evidence of insurance prior to beginning work on any project.

The contractor must at a minimum provide comprehensive general liability insurance. Depending on the type of work, other insurance may be required, including the following: builders risk, underground property damage, owners and contractor protective liability, automobile and workers compensation.

Contractors must provide:

Projects under \$50,000:

- Comprehensive general liability insurance \$500,000
- Builders risk \$500,000
- Underground property damage \$500,000
- Owners and contractor protective liability \$500,000
- Automobile and workers compensation \$500,000

In certain cases, the Town may also ask to be named as an additional insured on the policy. All contractors must provide builders risk insurance until acceptance by the Town is established. The Town also requires that the contractor provide a certificate of insurance along with their bid.

BID BOND

All bidders shall provide a bid bond in the amount of 5%. Bond must be a certified check or a bid bond drawn by a company licensed to do business in the State of North Carolina. The Town will only accept

bid bonds provided by bonding companies. Failure of a bidder to submit a bid bond at the time of the bid opening will render the bid invalid, and the bid may not be considered. Failure of the successful bidder to sign the contract will result in forfeiture of the bond.

DELIVERY METHOD FOR BIDS

This is an informal bid and bids will not be publicly opened.

E-Mail: evan.johnston@wintervillenc.com (preferred)

In Person: 2936 Church Street, Winterville, NC 28590 – Office hours M-F, 8:00am – 5:00pm Mail: Winterville Parks & Recreation Department, PO Box 1459, Winterville, NC 28590

Fax: (252) 756-1368

HILLCREST PARK BASKETBALL COURT RESURFACING BID FORM

Bid Summary	
Base Bid	\$
Alternate 1	\$
Alternate 2	\$ _
Shipping / Freight:	\$
Tax:	\$
Total Bid:	\$
Supplier:	
License #:	
Contact:	
Address:	
E-Mail:	
Phone:	
Installer (if different):	
License #	
Contact:	
Address:	
E-Mail:	
Phone:	

<u>Town of Winterville - Parks & Recreation</u> <u>Hillcrest Park Basketball Court Surfacing Bid Tab - 2018</u>

	North State	Court	Advantage
	Resurfacing	One	Sports
Item	Price	Price	Price
Base Bid	\$ 13,128.50	\$ 17,296.17	
Alternate 1	\$ 4,845.00	\$ 4,128.25	
Alternate 2	\$ 200.00	\$ 3,417.21	
Voluntary Alternate 3	\$ 2,500.00		No Bid
Shipping	\$ 670.00	\$ 1,110.80	INO BIQ
Subtotal	\$ 21,343.50	\$ 25,952.43	
Sales Tax	\$ 427.46	\$ 604.57	
Total	\$ 21,770.96	\$ 26,557.00	

No Bids: Advantage Sports, Inc.

NORTH STATE RESURFACING, CO.

Post Office Box 387 Wendell, NC 27591 Phone: (919) 365-7500

www.northstateresurfacing.com

NCGCL#: 73842 VACL #2705157542



PROPOSAL

Proposal number 23418 Page number 1 of 2 Date 8-26-18

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT

Name: Evan Johnson / Winterville Parks and Rec. Name: Hillcrest Park

Address: PO Box 1456, Address: Winterville, NC

Winterville, NC

Phone: 252-215-2436 evan.johnson@wintervillenc.com Job Site: Basketball court

We hereby propose to furnish the materials and perform the labor necessary for the completion of: The repair and resurfacing of two (2) all-weather basketball courts with overall dimensions of 77' x 105'.

Surface Preparation:

- 1. Pressure wash courts as necessary.
- 2. Clean and scrape courts of all loose material, dirt, foreign matter and debris.
- 2. Remove vegetation from any cracks and the inside perimeter of the court.
- 3. After vegetation has been removed, burn root growth with a propane burner then treat with a herbicide.
- 4. Patch any depressions holding more than 1/8" of water after being allowed to drain for one hour using an acrylic patch material. Note- Only one attempt will be made to patch depressions. Any additional patching will be an extra charge of time and materials.
- 5. Patch any structural cracks, dings, etc. in the asphalt surface using concrete and/or acrylic patching material.
- 6. Install approximately 160 linear feet of Fortress 97423, Polyester Fabric over major structural cracks.

Acrylic Surfacing:

- 7. Apply *two (2) coats* of California 920-29, sand filled acrylic resurfacer, (or equivalent) to the entire court surface as a filler coat following the manufacturer's directions and application rates.
- 8. Apply *one (1) coat* of DecoBase I 920-05, sand filled acrylic latex compound, tinted with DecoColor MP 920-27, (or equivalent) to the entire court surface as a texture coat following the manufacturer's directions and application rates.
- 9. Apply *one (1) coat* of DecoColor MP Classic 920-27, acrylic color concentrate, (or equivalent) to the entire court surface as a finish coat following the manufacturer's directions and application rates.

Playing Lines

10. Layout, tape and hand paint 2" wide playing lines using Hi-Hide 920-22, textured acrylic white line paint (or equivalent). Playing lines shall consist of full perimeter lines, half court lines with jump circles, four (4) keys and four (4) high school three point lines.

Completion:

11. Clean job site, dispose of all debris and leave courts ready for play.

Note- Owner shall provide potable water and electricity to within 200' of courts. Suitable access to the courts shall be provided along with an area for washing equipment. Color- As desired from the "Colorizer" page, found at www.northstateresurfacing.com (Additional charges may apply to certain colors). Guarantee- One (1) year against defective materials and labor. Standing water may only be minimized due to inadequate slope/drainage.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Thirteen thousand three hundred seventy-five and 00/100------ DOLLARS (\$ 13,375.00)

with payments to be made as follows: Due upon completion. Unpaid balances are subject to finance charges of 1.5% per month.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

RESPECTFULLY SUBMITTED BY: North State Resurfacing, Co.

PER: Robert Witt /

NOTE- This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.					
DATE: _		SIGNATURE:			
	COLOR SELECTIONS: Inbounds	Perimeter			

NORTH STATE RESURFACING, CO.

Post Office Box 387 Wendell, NC 27591 Phone: (919) 365-7500

www.northstateresurfacing.com

NCGCL#: 73842 VACL #2705157542



PROPOSAL

Proposal number 23418 Page number 2 of 2 (Options) Date

8-26-18

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
------------------------	--------------------------

Evan Johnson / Winterville Parks and Rec. Name: Hillcrest Park Name:

Address: PO Box 1456, Address: Winterville, NC

Winterville, NC

Phone: 252-215-2436 Job Site: Basketball court evan.johnson@wintervillenc.com

We hereby propose to furnish the materials and perform the labor necessary for the completion of: The repair and resurfacing of two (2) all-weather basketball courts with overall dimensions of 77' x 105'.

Options

All Options are intended to be an addition.

	Remove six (6) existing basketball backboards and goals. Provide and install six (6) Douglas 39"x54", FST Fan Shaped Steel Backboards with targets and six (6) Dura Goal I, Double Rims with Nylon Nets	\$ 5,695.96
Alternate #2:	Provide and install <i>Fortress 97423, Polyester Fabric</i> to all major structural cracks	\$ 200.00
Alternate #3:	Resurface as specified in the main proposal except apply <i>one</i> (1) <i>additional</i> coat of DecoBase I 920-05, sand filled acrylic latex compound, tinted with DecoColor MP 920-27, to the entire surface of the courts, following the manufacturer's directions and application rates. This option will help prolong the life of the playing surfaces	

Other accessories are available. Please contact us for pricing.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

RESPECTFULLY SUBMITTED BY: North State Resurfacing, Co.

PER: Robert Witt /

-21-A2

NOTE- This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.			
DATE:	SIC	NATURE:	
COLOR SELEC	CTIONS: Inbounds	Perimeter	

HILLCREST PARK BASKETBALL COURT RESURFACING BID FORM

Bid Summary	
Base Bid	\$ 13,128.50
Alternate 1	\$ 4,845.00
Alternate 2	\$ 200.00
Shipping / Freight:	\$ 670.00
Tax:	\$ 427.46
Total Bid:	\$ 19,27096
Supplier:	NORTH STATE RESURFACING, CO.
License #:	NCGCL # 7384Z
Contact:	ROBERT WITT
Address:	PO BOX 387, WENDELL, NC 27591
E-Mail:	ROBERT@NORTHSTOTERESURFACINIL.COM
Phone:	919-365-7500(0) 919-614-7556(0)
Installer (if different):	
License #	
Contact:	·
Address:	
E-Mail:	
Phone:	



Town of Winterville Town Council Agenda Abstract

Item Section: New Business

Meeting Date: September 10, 2018

Presenter: Bryan Jones, Planning Director

Item to be Considered	
Subject: Selection of Consultant for Land Use Plan.	
Action Requested: Select Recommended Consultant to develop Comprehensive	Land Use Plan.
Attachments: Request for Proposal, Project Proposal Summary – Stewart.	
Prepared By: Bryan Jones, Planning Director	Date: 9/4/2018

 ABSTRACT ROUTING:

 □ TC ____
 □ FD ____
 □ TM 9-10-2018
 □ Final 9-10-2018

Supporting Documentation

The Town of Winterville solicited proposals from land use planning consultants with demonstrated qualifications and experience to work with Town officials, review existing land use regulations, gather public input, evaluate current infrastructure, service levels and capacity for growth, and develop/implement a final recommended Comprehensive Land Use Plan for the Town.

The Planning Department advertised a Request for and received three proposals: The Mid-East Commission, Holland Consulting, and Stewart submitted proposals.

The Selection Committee (Town Manager – Terri Parker, Assistant Town Manager – Ben Williams, Planning Director – Bryan Jones, and Economic Development Planner – Stephen Penn) interviewed the three consulting firms. Based on the RFP requirements (see attached) and the interview evaluations, the Selection Committee unanimously recommends Stewart as the consultant. Attached is a summary of Stewart's proposal showing project approach, proposed scope of work, and proposed schedule.

Staff recommends awarding the contract to Stewart, contingent upon agreeing to a scope and fee within the budgeted amount.

Budgetary Impact: Funds included in current FY budget total \$100,000 for the development of the plan.

Recommendation: Award the contract for the Development and Implementation of the Comprehensive Land Use Plan to Stewart upon agreeing to scope and fee within budgeted amount. Direct staff to negotiate the contract scope and fee.

Subject: Request for Proposals (RFP)

Comprehensive Land Use Plan Development and Implementation for the Town of Winterville, North Carolina.

Introduction

The Town of Winterville is soliciting proposals from land use planning consultants with demonstrated qualifications and experience to work with Town officials, review existing land use regulations, gather public input, evaluate current infrastructure, service levels and capacity for growth, and develop a final recommended Comprehensive Land Use Plan for the Town. The planning process is expected to take approximately 12 months and will include collection of data, analysis of demographic and historical information, an existing land use inventory, as well as an analysis of zoning and development activity within the Town. This information will be utilized to formulate a future land use map, as well as goals and objectives for the management of growth within the Town's planning jurisdiction.

Community Background

Community Profile:

The Town of Winterville is a full service municipality located immediately south of Greenville in the coastal plain region. Per 2016 Census data, the current population of Winterville is 9,447. However, recent data suggests with the tremendous growth the Town is experiencing (approximately 200-250 new residents per year), the population exceeds 11,000.

The Town of Winterville sponsors a variety of programs and activities which contribute to the relaxed, family-oriented lifestyle for which the community is becoming increasingly well known.

Features of land use within the Town include:

- o Single-family detached dwellings are the predominant form of residential housing.
- o Commercial uses include a variety of smaller retail, dining, and entertainment uses along Firetower Road and Winterville Parkway. The downtown area of the Town includes diverse retail and business uses.
- o The Forlines Road corridor has established industrial uses, including a major shipping and freight company; a world class fabrication, manufacturing, and industrial construction firm; concrete contractors; a vodka distillery; and numerous other industrial, commercial, retail and service industries.

Services and Deliverables

The Town is interested in proposals that will include, but not be limited to the following services and deliverables:

• Services:

- o Monthly planning meetings with Town staff, and phone/email availability between meetings for occasional consultation.
- o Semi-monthly update and discussion meetings with the Town's Planning Board.
- o Develop a public involvement strategy to include, but not limited to:
- o Formation of a steering committee, staff interviews, stakeholder meetings, public open houses, etc.
- o Attendance at one meeting of the Town Council to update progress, approximately halfway through the estimated time for completion.
- o Attendance at one Town Council meeting to present the final version of the Plan recommended for adoption.

Deliverables:

- Written recommendations for Plan implementation by area/use, factoring in likely growth and existing services and infrastructure. These written recommendations should be marked up after each charrette and considered separately for inclusion in the Plan.
- o Written recommendations for future infrastructure needs to serve likely areas of growth and development.
- o An editable GIS map of the Future Land Use Plan and the Current Land Use Plan
- o Final version of the Plan for consideration and adoption by the Town Council.

For each service above, please specify whether the vendor will be available in person. Attendance by internet or telephone will be considered, but in-person attendance is preferred. In-person attendance is required for all Planning Board and Town Council meetings. Proposals should specify the total number of meetings estimated to be needed, separated by type of meeting (e.g., Planning Board, charrette, etc.). Additional meetings beyond the number specified in the winning proposal may be on a case-by-case basis with approval by the Town Manager.

Timeline

The tentative timetable for the proposal ("RFP") is as follows:

- RFPs are sent to selected vendors and advertised July 13, 2018
- Proposals due August 17, 2018
- Interviews of consultants August 28-31, 2018
- Final Selection September 7, 2018

Ethics

Vendors are prohibited from directly communicating or in any way trying to influence members of Town Council or Town employees regarding this RFP. Vendors should refrain from offering or providing gifts to individual council members, administrators or employees. Any sponsorships or services beyond those contemplated herein should be addressed in the proposal and/or the

presentation. N.C. General Statue § 133-32 is incorporated herein by reference.

Requirements

Please address the following questions as part of your proposal:

A. Organization and Background

- 1. Briefly describe your organization, the year it was founded, location of its headquarters and other offices, its ownership structure, key individuals, and affiliation with other companies.
- 2. Provide the name, address, phone number, and email for individual(s) directly responsible for responding to this RFP.
- 3. Are any changes in ownership or management of your organization planned or anticipated during the next thirty-six (36) months? Have there been any changes in ownership/management in the last eighteen (18) months?
- 4. Are there any current or pending legal issues that could significantly impact your organization? If so, provide the following information:
 - a. The name of the adverse parties;
 - b. If a lawsuit has been filed, the state, county and court where filed and the filing year; and
 - c. A brief description of the substance of the pending legal issue or lawsuit
- 5. Is your organization or a partnering firm under your supervision presently being, or has it, within the past ten (10) years, been sued in a court of law for malpractice, negligence, or breach of contract? If so, please provide the following information:
 - a. The name of the adverse parties;
 - b. The state, county and court where filed and the filing year; and
 - c. A brief description of the lawsuit including the judgment or settlement.

B. Staffing

- 1. Provide an organizational chart that includes all individuals in your organization that will be directly involved with rendering services for the Town.
- 2. Please provide a biographical sketch of the individual(s) that will be overseeing the Town's account, including title and experience.
- 3. What has been the professional staff turnover for your organization over the past three (3) years?
- 4. Will you be able to provide adequate coverage should a vacancy occur in a position to which services to the Town are assigned?

C. Clients/References

- 1. Provide a comprehensive list of entities or individuals with whom you currently work in a consulting or advisory capacity. (Please note: Your clients will not be contacted without your permission.)
- 2. Attach a list of at least two (2) references of clients directly served by the individual or team who would be assigned to the Town and who would be willing to be contacted.

3. Provide a list of all client accounts lost in the last three (3) years, with a brief explanation as to why the relationship was terminated. (Please note: Clients will not be contacted without your permission.)

D. Services

- 1. Describe any unique concepts or approaches your firm plans to implement as part of its services to the Town.
- 2. In addition to consulting and guidance as described above, what other relevant services can your company offer the Town?

Selection Process

Proposals will be reviewed by a selection committee comprised of Town of Winterville staff members. Based upon evaluation of the submittal package and consideration of the factors outlined above, the selection committee will choose no more than three finalists for a presentation and interview with the committee. Following the interview process, a consulting firm will be selected, subject to negotiation of fair and reasonable compensation. If an agreement cannot be reached with the selected firm, the selection committee will consider another firm.

Miscellaneous Provisions

The Town of Winterville and the selection committee reserve the right to reject any and all proposals, waive technicalities, and judge the suitability of the proposed services for its intended use, and further specifically reserve the right to make the award in the best interests of the Town and negotiate the total fee amount. Upon delivery, all RFP submittals shall become the property of the Town of Winterville, and shall become a matter of public record.

The Town of Winterville and the selection committee may conduct any reasonable inquiry to determine the responsibility of the proposer. The submission of a proposal constitutes permission by the proposer for the selection committee to verify all information contained therein. If the selection committee deems it necessary, additional information may be requested from any proposer. Failure to comply with such request may disqualify a proposer from consideration. Please note that proposals may be considered public record. If there are any sections of your proposal that may be considered confidential under the law (i.e. trade secrets and proprietary information), please mark these sections of your proposal.

Mailing Address and Contact Information

Questions regarding this RFP shall be submitted in writing no later than 5:00pm on Friday, August 3, 2018. Responses to all questions will be communicated via email to all respondents. Individuals responding to this solicitation should mail proposals and direct all inquiries regarding this project to:

Town of Winterville Attn: Bryan Jones, Planning Director 2571 Railroad Street PO Box1459 Winterville, NC 28590

Email: bryan.jones@wintervillenc.com



PROJECT APPROACH

The Comprehensive Land Use Plan (LUP) approach will include a review of the existing Land Use Plan and the current Zoning Ordinance in order to assess how to better provide tools to achieve the community's vision for its future. Winterville is experiencing significant population growth but at the same time has a strong desire to maintain its relaxed, family-oriented lifestyle.

A new LUP will reevaluate and confirm the Town's existing goals and objectives through robust public engagement and identify and address current and future needs. The plan provides an opportunity to align and cross-reference goals and recommendations in recently prepared plans, including, but not limited to BikeWalk Winterville, the River District Overlay, and the Winterville Parking Analysis, and set a path for the next two decades.

The Stewart team also understands that Winterville emphasizes the importance of placemaking and desires a healthy balance of land uses to provide housing, jobs and opportunities for recreation and entertainment. We acknowledge the Town's desire to strengthen ownership in the LUP asking us to work collaboratively with Town officials and staff. The Stewart team will lead the effort and



accomplish the tasks by executing a five-phase project scope. Our data-driven, design-oriented process has been carefully outlined to ensure the project objectives outlined in the Request for Proposal are met and that the result is an action-oriented Comprehensive Land Use Plan that Town decision makers will continue to use. The five phases are:

Phase 1: Project Initiation

Phase 2: Analysis

Phase 3: Design Charrette
Phase 4: Plan Development

Phase 5: Implementation & Adoption

Our team will work together with Winterville Planning and other



Town Departments' staff in all facets of the plan development process, including steering committee composition, data analysis and mapping, and the creation of policies and actionable implementation strategies for the Town and the Extraterritorial Jurisdiction (ETJ). Community engagement is ongoing, beginning with staff and continuing with the steering committee, stakeholders, Boards, Council, and the public.

In general, we approach plans as a chance to have a community conversation. We think the best plans are informed by meaningful input from start to finish. The team will work closely with Town staff to refine the proposed public engagement strategy to be a road map for engaging citizens given the unique geographic, generational, and demographic characteristics of the study area. This strategy will set goals for the public outreach process, identify key milestones and outline the steps necessary to accomplish them. Our strategy proposes a mixture of the following public involvement



techniques:

- Leadership and Stakeholder Interviews discuss the issues one-on-one with strategic groups
- Visioning Workshop drop-in meetings where participants participate in interactive exercises to indicate preferences for concepts, projects, and goals for the community.
- Charrettes multi-day on-site design-oriented workshops open to the public to gather input on recommendations and conceptual designs through an iterative process
- Surveys prepare a survey customized for the community with 24/7 access to ensure a complete cross-section of the Town is polled
- Project website/social media unique project website or content provided to staff for Town website, Facebook page, Instagram page, and/or twitter pages.
- Focus Group Meetings targeted meetings with members of the community at key stages in the planning process to guide the development of the plan and associated recommendations
- Pop-Up meetings go to where community members are already gathering (sporting events, festivals, Downtown Association meetings, school and senior events, farmers market, etc.).
- Community Planning Toolkit use of a custom planning kit that can be distributed to school, church, or civic organizations and administered in one hour to provide additional input.
- Optional Service: Guest speakers that are experts in their area may be brought in to present on a topic relevant to

the community. The talks would be educational, informative and interactive.

An updated vision for the Town's next 20 years will be crafted based on feedback received. Public involvement will be critical to identifying and prioritizing goals for the plan, determining the direction of the analysis, and emphasis of the recommendations. The public engagement strategy included in the scope is subject to revision based on staff and steering committee input, but tentatively includes one day of stakeholder interviews, five Steering Committee meetings, a week-long charrette, (community meetings), bi-monthly reports to the Planning Board and BOA, and one presentation each of the final draft to the Planning Board and Town Council. The phases of the scope of work are described in more detail below.

PHASE 1: Project Initiation

Prior to beginning the planning process, our team will meet with Town staff to refine the work plan, public engagement process, schedule, communication methods, and other items related to project execution.

Existing Plan and Document Review/Data Gathering

The team will work with Town staff to identify and assemble relevant background documents for review. In addition, we will familiarize ourselves with the Town early in this phase to create an existing land-use map through field surveys, Town tax parcel files, aerial photos and Google's street view. Spatial data will be collected from Town, state and federal agencies as well as

Proposed Scope of Work



March

2019

Sept. - Nov.

2018



Town of Winterville Town Council Agenda Abstract

Item Section: New Business

Meeting Date: September 10, 2018 **Presenter:** Ryan Willhite, Chief of Police

Item to be Considered			
Subject: Contract with Pitt County Schools for the Town of Winterville to supply one (1) School Resource Officer at A.G. Cox (primarily) with secondary duties at W.H. Robinson and Creekside Elementary Schools.			
Action Requested: Enter into the SRO contract with Pitt County Schools.			
Attachments: Copy of Proposed Contract.	Attachments: Copy of Proposed Contract.		
Prepared By: Ryan C. Willhite, Chief of Police	Date: 9/6/2018		
ABSTRACT ROUTING:	N 5: 1 0/0/0040		
□ тс □ тм 9/06/2018 Supporting Documentation	⊠ Final <u>9/6/2018</u>		
Pitt County Schools has requested that the Town of Winterville enter into a contract to supply a School Resource Officer (RSO) in the county schools within our jurisdiction. The county has proposed a one (1) year ontract which will pay the SRO's salary and benefits (\$61,550) and the Town of Winterville would be esponsible for the equipment, uniforms, vehicle and training.			
The SPO will primarily be assigned at A.C. Cov middle asheal, but will free	rught W H Dobinson Flomontary as		

The SRO will primarily be assigned at A.G. Cox middle school, but will frequent W.H. Robinson Elementary as well as Creekside Elementary as needed or prudent. The County will make 12 monthly installments to the Town to reimburse the salary and benefits cost. As with other SRO's throughout the county, we expect this

Budgetary Impact: The cost of a Police vehicle and equipment (\$32,400) and the salary and benefits to be reimbursed monthly by Pitt County Schools. The Department's current budget will absorb personal equipment, uniforms and training costs.

Recommendation: Approval of Proposed Contract.

contract to be renewed annually.

THIS SCHOOL RESOURCE OFFICER AGREEMENT (hereinafter referred to as the AGREEMENT) is made this the 27th day of August, 2018, by and between THE PITT COUNTY BOARD OF EDUCATION (hereinafter referred to as the SCHOOL SYSTEM) and the TOWN OF WINTERVILLE, WINTERVILLE POLICE DEPARTMENT (hereinafter referred to as the DEPARTMENT) (collectively hereinafter referred to as the PARTIES) as follows:

WITNESSETH:

WHEREAS the SCHOOL SYSTEM agrees to purchase from the DEPARTMENT and the DEPARTMENT agrees to provide for the SCHOOL SYSTEM, and to manage, a School Resource Officer ("SRO") Program in the SCHOOL SYSTEM consisting of one (1) full-time, twelve (12) month School Resource Officer ("SRO"), SROr supplies and equipment, and the SCHOOL SYSTEM agrees to reimburse the DEPARTMENT its expenses in providing the said SRO Program, as set forth herein; and

WHEREAS the SCHOOL SYSTEM and the DEPARTMENT desire to set forth in this AGREEMENT the specific terms and conditions of the services to be performed and provided by the said SRO in the SCHOOL SYSTEM:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- **1.0 Goals and Objectives.** It is understood and agreed that the SCHOOL SYSTEM and DEPARTMENT share the following goals and objectives with regard to the SRO Program.
 - 1.1 To provide a safe, inclusive, and positive learning environment for all students, educators, administrators, volunteers, and other members of the school community; and
 - 1.2 To foster an efficient and cohesive SRO program that will build positive relationships between law enforcement officers, school administrators, parents, and students.
- **2.0 Method for Realizing Goals and Objectives.** To effectuate the goals set forth in Paragraph 1, the PARTIES have developed and agree to be bound by the terms set forth in an SRO Program Manual which sets forth standards governing SRO conduct and the relationship between the SROs and school administrators. The SRO Manual is attached hereto as **Exhibit A** and is hereby incorporated into this AGREEMENT.
 - 2.1 No later than September 30, 2018, all principals and assistant principals at schools where SROs are assigned and SROs must read the SRO Manual and execute an Acknowledgement. The Acknowledgement is attached hereto as **Exhibit B** and is hereby incorporated into this AGREEMENT.
 - 2.2 The PARTIES agree that their employees will adhere to the conditions set forth in the SRO Manual.
 - 2.3 Nothing in this AGREEMENT shall be construed to bar additional training to foster collaboration between school administrators and SROs or for any other purpose deemed necessary by the PARTIES.

3.0 The DEPARTMENT's Obligations.

- 3.1 The DEPARTMENT agrees to employ one (1) SRO during the term of this AGREEMENT for primary placement at A.G. Cox Middle School with supporting duties at W.H. Robinson Elementary and Creekside Elementary Schools. The SRO assigned by the DEPARTMENT to the SCHOOL SYSTEM may be assigned to and used among any and all public schools within the jurisdiction of the DEPARTMENT. The assignments can be changed at the discretion of the SCHOOL SYSTEM and the DEPARTMENT.
 - 3.1.1 It is agreed that, in the event that the SRO serving under this AGREEMENT shall cease to serve as an SRO for SCHOOL SYSTEM, the DEPARTMENT shall provide a new officer(s) for the remaining term of the AGREEMENT at no change in monthly reimbursement due under the AGREEMENT for the remainder of the term. However, no new or additional certified law enforcement officers will be provided by the DEPARTMENT without written authorization from the SCHOOL SYSTEM.
 - 3.1.2 In the event the SRO is absent from work and the absence was not scheduled in advance (e.g. sickness, death of a family member, medical emergency, etc.), the DEPARTMENT, to the extent reasonably practicable, agrees to assign another officer to substitute for the SRO. In no event, shall the SCHOOL SYSTEM be without a replacement certified law enforcement officer while school is in session.
 - **3.1.3** In the event that an SRO is absent from work and the absence was scheduled (e.g. vacation, continuing education, etc.), the DEPARTMENT shall provide a replacement certified law enforcement officer during the period of the SRO's absence.
 - **3.1.4** The DEPARTMENT shall not utilize an SRO during the designated workday for duties other than those set forth in this AGREEMENT except in rare and serious emergencies. In the event of such an emergency, the SCHOOL SYSTEM may reduce the compensation payable to the DEPARTMENT under this AGREEMENT on a prorated basis and such reduction shall be credited or repaid the SCHOOL SYSTEM.
- 3.2 The DEPARTMENT agrees to provide and administer the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the DEPARTMENT, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary insurance, dental insurance, and medical /hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the DEPARTMENT, except as such policies or practices may have to be modified to comply with the terms and conditions of this AGREEMENT.
- **3.3** The DEPARTMENT shall ensure that all SROs that it employs meet all of the following basic qualifications:
 - **3.3.1** Unless waived by the DEPARTMENT and SCHOOL SYSTEM, be commissioned officers with three (3) years of law enforcement experience;
 - **3.3.2** Completion of a forty (40) hour SRO training course through the North Carolina Justice Academy;

- **3.3.3** Completion of Crisis Intervention Training (CIT) certification through an accredited college, or other CIT provider approved by the DEPARTMENT;
 - **3.3.3.1** If the SRO does not possess CIT certification, the DEPARTMENT will ensure that the officer participates in the next available course offering to obtain CIT certification.
- **3.3.4** Possess knowledge of the applicable federal and state laws, town and county ordinances, and Board of Education Policies and regulations;
- **3.3.5** Capable of conducting in-depth criminal investigations;
- **3.3.6** Possess an even temperament
- **3.3.7** Capable of setting a good example for students;
- **3.3.8** Receive annual training in school based violence;
- **3.3.9** Positive experience working with youth and/or in a school setting and should be willing and able to serve as mentors for students;
- **3.3.10** Have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as an SRO; and
- **3.3.11** Possess communication skills that would enable the officer to function effectively within the school environment.
- 3.4 The DEPARTMENT acknowledges that the requirements of Section 115C-332.1 apply to this AGREEMENT. The DEPARTMENT shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The DEPARTMENT certifies that no individual may provide services to the SCHOOL SYSTEM under this AGREEMENT if he/she appears on any of the sex offender registries.
- 3.5 The DEPARTMENT agrees to provide each SRO with all equipment which is not school-specific, including the following equipment:
 - **3.5.1** The standard issue firearm and rounds of ammunition for each SRO;
 - **3.5.2** Office supplies and forms required in the performance of the SRO's duties; and
 - **3.5.3** Appropriate DEPARTMENT vehicles to perform the duties and assignments under this AGREEMENT.
- 3.6 The DEPARTMENT shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the DEPARTMENT in addition to any training and certifications required for SROs. To

the extent reasonably practical, all training shall be conducted during the summer months when school is not in session.

- 3.7 The DEPARTMENT further agrees that it shall designate a regularly employed law enforcement officer to supervise the assigned SRO and to coordinate the functions of the SRO Program with the SCHOOL SYSTEM's Security Department ("SRO Supervisor"). The duties of the SRO supervisor shall include ensuring SRO compliance with directives and policies of the DEPARTMENT and the SCHOOL SYSTEM, coordinating SRO scheduling and work hours (e.g. vacation requests, sick leave, training, etc.), communicating all emergencies or any other useful information to the SCHOOL SYSTEM's Security Department, communicating any temporary SRO replacements with the name of the officer and contact information to the SCHOOL SYSTEM's Security Department, addressing concerns and complaints regarding performance and conduct of SROs in collaboration with the SCHOOL SYSTEM and in accordance with DEPARTMENT protocols.
- 3.8 The DEPARTMENT shall ensure that its SRO Supervisor and any other required representatives attend meetings with SCHOOL SYSTEM to discuss issues relevant to the SRO Program and its operations. As specifically discussed in Paragraph 3.8.1, the DEPARTMENT shall also ensure that all of its SROs meet with SCHOOL SYSTEM personnel at least once annually to discuss issues relevant to the SRO Program and its operations. SCHOOL SYSTEM shall ensure that the scheduling of meetings does not conflict with the DEPARTMENT's needs, including SRO assignments.
 - 3.8.1 SCHOOL SYSTEM shall provide annual training to SROs no later than September 30 of each year. This annual training shall include training on the SCHOOL SYSTEM's behavioral support and discipline policies, the SCHOOL SYSTEM's SRO policies and procedures, a discussion of the SCHOOL SYSTEM's commitment to using its policies to ensure a safe and orderly educational environment and the fair and equitable treatment of all students when addressing student behavior, making disciplinary referrals when necessary, and imposing disciplinary sanctions when necessary, the limited role of SROs within the District's behavioral support and discipline system, and the documentation that must be developed and maintained by SROs.

4.0 The SCHOOL SYSTEM's Obligations.

- 4.1 SCHOOL SYSTEM shall reimburse the DEPARTMENT for the SRO provided at a total annual cost of SIXTY-ONE THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS AND 34/100 (\$61,547.34). The SCHOOL SYSTEM shall reimburse the DEPARTMENT in twelve (12) monthly payments payable in advance or on the day before the first day of each month starting September 1, 2018 and continuing through June 1, 2019. Overtime and additional duty assignments are not included in this reimbursement and may not be added to the monthly invoice or invoiced separately.
 - **4.1.1** If any SRO ceases to serve as an SRO and no replacement is appointed and assigned by the DEPARTMENT for the remainder of the term of this AGREEMENT, monthly payments due from the SCHOOL SYSTEM pursuant to paragraph 4.1 will be reduced accordingly.
 - **4.1.2** Except as provided in Paragraph 4.2.2, in the event an SRO is absent or unable to

perform the duties under this AGREEMENT, the reasons for such absence or unavailability are not attributable to the SCHOOL SYSTEM (either the DEPARTMENT requires the SRO to be absent or the SRO is absent due to sickness, disability, otherwise not available), and the DEPARTMENT fails to provide the SCHOOL SYSTEM with a replacement certified law enforcement officer, then the SCHOOL SYSTEM may reduce the compensation payable to the DEPARTMENT under this AGREEMENT on a prorated basis and such reduction shall be credited or repaid to the SCHOOL SYSTEM.

- 4.1.3 In the event of an emergency when the SRO is ordered by the DEPARTMENT to leave his/ her school duty station during normal duty hours as described above and to perform other services for the DEPARTMENT, the time spent shall not be considered hours worked under this AGREEMENT. In such an event, the monthly compensation paid by the SCHOOL SYSTEM to the DEPARTMENT shall be reduced by the number of hours of SRO services not provided to the SCHOOL SYSTEM or the hours shall be made up in a manner determined by mutual agreement of the PARTIES.
- 4.2 The maximum number of hours that an SRO shall be on duty in a work cycle shall not exceed the maximum number of hours allowed by the DEPARTMENT's work cycle. Specific SRO duty hours at a particular school shall be set by mutual agreement between the SCHOOL SYSTEM, at the direction of the principal of the school to which the SRO is assigned, and the DEPARTMENT, by the DEPARTMENT's officer in charge of the SRO Program. The duty hours shall begin when the SRO arrives at the destination assigned by the principal and shall end when the SRO leaves the destination assigned by the principal. The actual duty hours for each officer shall be recorded on time sheets provided by the DEPARTMENT, and the principal or the principal's designee of the school to which the SRO is assigned shall review and sign the time sheet of the SRO each work cycle. The principal, or the principal's designee of the school to which the SRO is assigned, shall approve in writing any overtime of any SRO, and such overtime costs shall be the responsibility of the DEPARTMENT upon receipt of proper documentation. The principal shall provide the DEPARTMENT with an executed copy of the approved overtime for any SRO and the amount of overtime approved. Such overtime will be compensated as indicated below and pursuant to DEPARTMENT policy and overtime regulations contained in the Fair Labor Standards Act.
 - **4.2.1** The SCHOOL SYSTEM and DEPARTMENT agree any overtime hours worked during the SRO's pay period shall be compensated at the rate of time and one half for the overtime hours worked unless the SRO is permitted to adjust the SRO's work schedule during that same pay period to reduce or eliminate the extra work hours, or a combination of both overtime pay and time off as agreed by the SCHOOL SYSTEM, the SRO and the DEPARTMENT.
 - **4.2.2** Subject to the approval of the SCHOOL SYSTEM and DEPARTMENT, if an SRO elects to adjust the work schedule by taking time off to reduce or eliminate the extra work hours during a pay period, the DEPARTMENT will not be required to provide a law enforcement officer as a substitute, nor may the SCHOOL SYSTEM reduce the compensation paid to the DEPARTMENT for the time off taken by the SRO.

- **4.2.3** It is understood and agreed that time spent by SROs attending court cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this AGREEMENT.
- **4.3** The SCHOOL SYSTEM agrees to provide each SRO with the following:
 - **4.3.1** Suitable accommodations at school (i.e. a lockable room with limited access, telephone, desk, chair, computer, and filing cabinet);
 - **4.3.2** A radio with all school frequencies;
 - **4.3.3** Keys to any assigned school;
 - **4.3.4** Reasonable opportunities to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues;
 - **4.3.5** A dedicated parking space in an approved location for the SRO patrol car; and
 - **4.3.6** A Pitt County Schools' cell phone.

5.0 Employment, Assignment, and Control of School Resource Officers.

- 5.1 The SRO under this AGREEMENT will be an employee of the DEPARTMENT and not the SCHOOL SYSTEM. The SRO will be subject to the administration, supervision, and control of the DEPARTMENT, expect as such administration, supervision, and control is subject to the terms and conditions of this AGREEMENT.
- 5.2 The DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO. However, the SCHOOL SYSTEM shall evaluate annually the SRO Program and the performance of the SRO on forms developed jointly by the PARTIES and attached hereto as **EXHIBIT C**. Exhibit C is hereby incorporated into this AGREEMENT. It is further understood that the SCHOOL SYSTEM's evaluation of the SRO is advisory only and that the DEPARTMENT retains the final authority to evaluate.
- 5.3 In addition to annual evaluations, principals and school system administrators have been instructed immediately advise the SCHOOL SYSTEM Security Department, in writing, if the SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student, parent, or other member of the school community about actions of the SRO. The Security Department will report written complaints to the SRO Supervisor, undertake an investigation into the allegations of the complaints, and shall advise the SRO Supervisor of any findings of the investigation.
 - 5.3.1 If concerns about an SRO persist following a written complaint or the Security Department receives additional written complaints about an SRO, the Security Department shall recommend to the Superintendent or designee that the SRO be removed from the program and shall state the reasons in writing. After receiving the recommendation from the security department, the Superintendent or his/her designee, if s/he agrees, shall advise the SRO Supervisor of the request.

- **5.3.2** Upon receipt of a request from the Superintendent or his/her designee and if upon review by the Agency, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve, the DEPARTMENT shall agree to remove the SRO from serving in PCSS.
- 5.3.3 In addition, if the Security Department documents SRO misconduct that threatens the health or safety of students or staff, the Security Department will immediately notify the SRO Supervisor and provide copies of such documentation. The DEPARTMENT shall promptly remove the SRO from serving the SCHOOL SYSTEM until the completion of the DEPARTMENT's review of the misconduct, consistent with the DEPARTMENT's policies and ordinances and this MOU.
- **5.3.4** In the event of the resignation, dismissal, removal or reassignment of a SRO, the DEPARTMENT shall provide a replacement for the SRO. During such interim period, the DEPARTMENT shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured. The DEPARTMENT agrees to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.
- **5.3.5** Notwithstanding the foregoing, nothing in this AGREEMENT shall prohibit the Superintendent from preventing the access of any individual, including any assigned SRO, to SCHOOL SYSTEM property if the Superintendent determines it is in the best interest of the health and safety of students. Likewise, the DEPARTMENT reserves the right to suspend a SRO from duty with the SCHOOL SYSTEM.
- 5.4 The SCHOOL SYSTEM reserves the right to request that the contract services of an individual SRO be terminated if the Principal-SRO relationship cannot, in the discretion of the SCHOOL SYSTEM, be successfully negotiated.
- 5.5 In the event the SCHOOL SYSTEM requests or desires the SRO or other members of the DEPARTMENT to perform duties under this AGREEMENT, beyond the corporate limits of the TOWN OF WINTERVILLE, the SCHOOL SYSTEM must request the assistance of the DEPARTMENT in accordance with the applicable existing mutual aid agreements. In no event may an SRO or other member of the DEPARTMENT perform duties under this AGREEMENT or attend any function or activity to perform law enforcement duties beyond the corporate limits of the TOWN OF WINTERVILLE without prior authorization.

6.0 Insurance and Indemnification.

While working as an SRO with the SCHOOL SYSTEM, the SRO shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as a Law Enforcement Officer normally possess. While on duty at a school location, the SRO shall respond to requests and suggestions by the principal, but shall remain subject to the lawful operational commands of his / her superior officers in the DEPARTMENT.

- 6.2 The DEPARTMENT, as part of sovereignty and acting under the sovereign will has such general liability insurance coverage as is the custom and practice of the sovereign of which the DEPARTMENT is a part thereof and will be in such amounts as decided and is customary on the part of the sovereign of which the DEPARTMENT is a part to address acts or omissions that occur or claims that are made during the term of this AGREEMENT.
- 6.3 The DEPARTMENT agrees to hold the SCHOOL SYSTEM, its agents and employees free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of the performance of the duties of the SRO or the SRO Program, except where the SRO is acting under the direction of a principal or a principal's designee.
- 6.4 The DEPARTMENT shall hold the SCHOOL SYSTEM free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO, which are attributable solely to the DEPARTMENT.
- **7.0 Term of the Agreement.** The term of this AGREEMENT is one (1) year commencing on July 1, 2018 and ending on June 30, 2019.
- **8.0 Entire Agreement.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior agreements and understandings, whether written or oral, relation to the subject matter of this AGREEMENT.
- **9.0 Amendment and Modification.** This AGREEMENT may be modified or amended by mutual consent of the PARTIES as long as the amendment is executed in the same fashion as this AGREEMENT. Notwithstanding the foregoing, the PARTIES may develop additional policies and procedures by consent to implement this AGREEMENT, including but not limited to policies and procedures regarding reporting requirements and sharing information between the SCHOOL SYSTEM and the DEPARTMENT. Further, each PARTY may develop internal policies and procedures to implement their respective obligations under this AGREEMENT.
- **10.0 Consideration.** For and in consideration of the DEPARTMENT providing the SRO Program as described herein, the SCHOOL SYSTEM agrees to reimburse the DEPARTMENT for the cost of the SRO Program, as described in Paragraph 4.1 of this AGREEMENT.
- **11.0 E-Verify Compliance.** The PARTIES shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statues. Further if either PARTY utilizes a subcontractor, the PARTY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statues. The PARTIES represent that they and their subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- **12.0 Governing Law; Venue.** This AGREEMENT shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Pitt County, North Carolina.
- 13.0 No Third Party Benefits. There are no third party beneficiaries to this AGREEMENT. Nothing in this AGREEMENT shall create or give to third parties any claim or right of action against the SCHOOL SYSTEM, the DEPARTMENT, or their employees, agents, contractors, officers, officials, governing boards, or successors in interest.

14.0 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

IN WITNESS HEREOF, the PARTIES hereto have caused this AGREEMENT to be executed the day and year first written above.

PITT COUNTY BOARD OF EDUCATION	TOWN OF WINTERVILLE
Matthew Johnson Executive Director of Operations	Ryan Whillhite Chief of Police
Ethan E. Lenker	Terri L. Parker
Superintendent	Town Manager

EXHIBIT A SRO PROGRAM MANUAL SCHOOL RESOURCE OFFICER PROGRAM MANUAL 2018-2019

I. Goals of the SRO Program, Purpose of this Manual, and Prohibition on Unlawful Discrimination

The Pitt County Board of Education is grateful for strong relationships with the Ayden Police Department, Farmville Police Department, Grifton Police Department, Pitt County Sheriff's Office, and Winterville Police Department. Through the Board's partnerships with these agencies, Pitt County Schools is able to have an efficient and cohesive School Resource Officer ("SRO") Program with the primary goals of (1) providing a safe, inclusive, and positive learning environment for all students, educators, administrators, volunteers, and other members of the school community and (2) building positive relationships between law enforcement officers, school administrators, parents, and students.

The purpose of this manual is to ensure that key stakeholders (i.e. principals, assistant principals, central office staff, and SROs) have a clear understanding of the role and duties of SROs, the role and duties of school system administrators, how SROs and school system administrators should collaborate to achieve the goals of the SRO program, and limitations on the relationship between SROs and the school system.

All key stakeholders should be aware that the SRO Program is to be operated without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age or disability. Under no circumstances will any stakeholder, the Board, or representative of the law enforcement agencies supplying SROs engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students, including but not limited to any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

II. The Imposition of School Discipline

A. Routine Disciplinary Matters

- Principals and assistant principals ("school administration") shall be solely responsible for implementing the Student Code of Conduct and school discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters.
- 2. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules.
- The SRO should generally not have any further involvement in routine disciplinary matters, such as tardies, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules.

- 4. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.
- 5. The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.

B. Joint Law Enforcement and School Disciplinary Investigations

1. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.

III. Investigation of Criminal Matters

A. SRO Initiated Investigations into Criminal Activity at School

- SROs may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety.
- However, any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students.
- 3. Additionally, all law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies.
- 4. SROs shall evaluate criminal activity committed on or adjacent to school property to determine if further actions are required by law enforcement.
- 5. Use of force may be implemented pursuant to the SRO's law enforcement agency's procedures and protocols as well as all applicable laws, if objectively reasonable based on the totality of the circumstances and shall not be excessive, arbitrary, or malicious.
- 6. SROs shall also, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary

to protect the safety or security of those present on the school campus.

7. Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests.

B. Investigative (Searches, Questioning, etc.) and Arrest Procedures

- SROs shall promptly notify appropriate school authorities whenever a SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation.
- 2. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing.
- In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons.
- 4. Whenever a SRO asks student questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such above notice should be given in each individual circumstance.
- If a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to remove the student from other students and bystanders or otherwise to not bring undue attention to the student.
- 6. SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU.
- 7. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline.
- 8. At no time shall any SRO request that any PCSS employee lead or conduct a search of a student for law enforcement purposes or have them act as an agent of law enforcement. The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment.

C. Non-School Investigations

1. SROs shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

IV. SROs as a Mentors and Members of the School Community

- The SRO shall conduct himself or herself as a role model at all times and in all facets of his/ her work and shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school. SROs shall also encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.
- 2. SROs are strongly encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the SRO Program and to promote awareness of law enforcement functions during the SRO's regular duty hours.
- 3. SROs shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such agencies to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered by community agencies or the agencies providing afterschool and summer programs and opportunities for youth.
- 4. SROs may answer questions that students have about North Carolina criminal or juvenile laws but should not to give legal advice.
- SROs shall counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student.
- 6. SROs shall attend meetings of <u>S</u>tudents <u>A</u>gainst <u>D</u>estructive <u>D</u>ecisions (SADD) groups in schools and SADD groups as requested. SADD groups are student run programs that educate the school community about issues related to drug and alcohol abuse, sexual activity, depression, bullying and suicide within the student population.
- 7. SROs shall whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assure the peaceful operation of school-related programs.
- 8. SROs shall wear the official law enforcement uniform or other apparel issued by the Agency at all times while serving on school property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.
- 9. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the SRO supervisor, and principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours.

V. Communication Between School Administrators and SROs

A. At the School Level

- 1. Open communication between SROs and school principals is encouraged at all times to ensure a collaborative and productive relationship.
- 2. SROs are expected to meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.
- 3. School principals are expected to meet with SROs on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.
- 4. The Board authorizes principals to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and Board policies that require school officials to report criminal acts occurring on school grounds to law enforcement.
 - a. Presently, criminal offenses that must be reported to the SRO include (1) assault resulting in serious personal injury, (2) assault involving the use of a weapon, (3) assault on school officials, employees, and volunteers, (4) making bomb threats or engaging in bomb hoaxes, (5) willfully burning a school building, (6) homicide, (7) kidnapping, (8) unlawful, underage sales, purchase, provision, possession, or consumption of alcoholic beverages, (9) possession of controlled substances in violation of law, (10) possession of a firearm, (11) possession of a weapon, (12) rape, (13) robbery with a dangerous weapon, (14) sexual assault (not involving rape or sexual offense), (15) sexual offense, and (16) taking indecent liberties with a minor.

B. With General Administration and Principals

- During the months of September 2018 through May 2019, SROs shall provide to the Pitt County Schools Security Department a monthly report of the aggregated number of referrals. A copy of these reports must be transmitted to the Security Department no later than the 5th of the following month (e.g. the report for September should be transmitted no later than October 5, 2018).
- 2. During the months of September 2018 through May 2019, SROs shall provide to the Pitt County Schools Security Department with a report of all school-based or related actions taken by the SRO, all matters that were referred to the court system, the outcome of any matter referred to the court system (if the matter has been decided in the reporting period), and the involvement of Pitt County Schools or an individual school in the proceeding (e.g. if district employees or students were called as witnesses). A copy of these reports must be transmitted to the Security Department no later than the 5th of the following month (e.g. the report for September should be transmitted no later than October 5, 2018).
- 3. During the months of September 2018 through May 2019, SROs shall perform monthly security assessments for each of the SRO's assigned schools. Copies of the security assessment reports shall be forwarded to the Security Department and Principals no later than the last day of the month (e.g. the report for September is due no later than September

30, 2018).

VI. Transporting PCS Students

- **A.** SROs shall <u>not</u> transport students in their vehicles <u>unless</u> one of the following circumstances exists:
 - 1. A student is a victim of a crime, under arrest, or some other emergency exists OR
 - 2. A student has been suspended from school pursuant to school disciplinary actions, the student's parents are unwilling to pick up the student, and the SRO believes that the student's continued presence on campus is a threat to the safety and welfare of others such that transportation of the student off campus is necessary.
 - a. In this scenario, school administrators shall provide a school employee of the same gender as the student to accompany the SRO during transport.
 - b. Additionally, in this scenario, a student shall not be transported to any location unless it is determined that the parent, guardian or custodian of the student is at the destination in which the student is transported.
- **B.** SROs shall notify the school principal before removing a student from campus.
- **C.** SROs shall not transport students in their personal vehicles. If an SRO does not have an agency vehicle, then a patrol unit shall be dispatched to assist the SRO.

VII. Sharing Education Records

- **A.** Pitt County Schools officials are required to comply with the Family Educational Rights and Privacy Act ("FERPA"). Under FERPA, education records (i.e. records, files, documents, and other materials, including security footage, that are directly related to a student and maintained by Pitt County Schools or by parties acting for Pitt County Schools) may only be disclosed to SROs in certain circumstances.
- **B.** SROs shall not automatically have access to educational records or personally identifiable information about a student in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. Circumstances where school officials may disclose relevant educational records and personally identifiable information contained in those records with SROs include, the following:
 - 1. The student's parent or the guardian or the student (if 18 years of age or older) consents in writing to disclose education records to the SRO;
 - a. NOTE: Consent must be obtained using Pitt County Schools' FERPA Authorization Form which is included in this manual as Appendix I.
 - 2. The information sought (again for a specific purpose) is directory information (e.g. student home address, student phone number, etc.);

- a. NOTE: Students' parents or guardians or students who are 18 years of age or older may opt out of sharing directory information. School system officials are NOT permitted to share directory information if an opt out has occurred.
- b. ALSO NOTE: School officials may not confirm non-directory information to an SRO. For example, if an SRO provides a student's name and social security number (or other non-directory information) to school officials and is seeking additional directory information, school officials may not use social security number or other non-directory information to search for the student's records as opposed to a name because using non-directory information to search for a student is considered to be confirming the accuracy of non-directory information to the SRO.

3. Pursuant to a subpoena or court order;

- a. NOTE: Prior to complying with the subpoena, FERPA requires school officials to make a reasonable effort to notify the parent, guardian, or student who is over 18 years of age of the subpoena or court order to give an opportunity to the parent, guardian, or eligible student to object or seek other protective action. School officials should contact in-house counsel upon the receipt of any subpoena for educational records. A template of a subpoena that SROs may utilize to obtain education records is included in this manual as Appendix II.
- b. ALSO NOTE: There are three situations where making a reasonable effort to notify parents, guardians, or students over 18 years of age is not required: (1) a court issuing a *federal grand jury* subpoena may direct school officials to keep the existence or contents of the subpoena confidential even as to the involved student / parents; (2) a subpoena issued for any other *law enforcement purpose* may similarly direct the school to keep the subpoena confidential; and (3) *federal* law enforcement authorities may obtain ex parte secret subpoenas of student records in *terrorism investigations*.

4. A health or safety emergency exists;

- a. NOTE: School officials may disclose educational records under this exception to "appropriate persons" without consent in connection with an emergency when school officials perceive an "articulable and significant threat" to the health or safety of the student or others under the totality of the circumstances.
 - i. The standard for when a health or safety emergency exists is flexible. School officials should generally not release education records based on a not fully formed sense that a student "might" do something at some indeterminate point in the future, but they are also not required to delay a release until the moment a student is on-campus with a gun. Ultimately, school officials need to be able to articulate a basis for reasonably believing that a student poses a significant risk of harm to self or others.
 - ii. Examples of articulable threats might include (but are not limited to) students making statements about suicide or violence toward others, displaying unusually erratic or angry behaviors, or engaging in similar conduct that school officials would reasonably see as posing a risk of serious harm. By contrast, merely

knowing that a student has access to a large cache of weapons at home—without accompanying behavioral red flags—would likely not rise to the level of an articulable or significant threat.

- b. SROs and other law enforcement officials are considered appropriate persons who need information to protect the health or safety of the student or others.
- 5. Records concern registered sex offenders and the information was provided to school officials pursuant to federal law (i.e. Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act).
- **C.** School officials and SROs should be aware that it is the position of Pitt County Schools that Section 7B-3100 of the North Carolina General Statutes does not create a FERPA exception that allows for the sharing of records related to the "juvenile justice system." However, FERPA does permit school officials to report child abuse and neglect to DSS.
- **D.** Information obtained through a school official's personal knowledge or observation (e.g. a teacher overhears a student make a threatening remark / observes a change in a student's behavior / reads a threat posted on the school's social media page) is not an education record and can be disclosed to SROs even if an education record exists containing the information.
 - 1. NOTE: The general rule that personal knowledge and observations can be shared with law enforcement DOES NOT apply to school officials who have a role in making a determination that generates a protected educational record (e.g. a psychologist may not disclose to an SRO information learned about a student's behavior that the psychologist used in a report or assessment to determine a student's eligibility for special education; a principal may not advise an SRO that a student is suspended; etc.).

VIII. Evaluation of SROs

- A. Each SRO is employed by the Ayden Police Department, Farmville Police Department, Greenville Police Department, Grifton Police Department, Pitt County Sheriff's Office, or Winterville Police Department. Although personnel decisions are ultimately made by an SRO's employer, principals shall provide annual advisory evaluations of SROs utilizing a form developed by the Board and the three law enforcement agencies. The Pitt County Schools Security Department shall collect evaluation forms from principals and solicit feedback from the superintendent and other administrators annually. The Security Department shall then submit the evaluation forms and any other feedback to the applicable law enforcement agency.
- **B.** In addition to annual evaluations, principals and school system administrators should immediately advise the Pitt County Schools Security Department, in writing, if an SRO is not effectively performing his or her duties or responsibilities and/or a staff member, student, parent, or other member of the school community has complained about actions of the SRO. Depending on where the SRO is employed, the Security Department will report written complaints to the officer supervising SROs for the Ayden Police Department, Farmville Police Department, Grifton Police Department, Pitt County Sheriff's Office, or Winterville Police Department. The Security Department will undertake an

investigation into the allegations of the complaint, gather written witness statements from any individuals with information relevant to the complaint, and shall complete a written report of the investigator's findings and conclusion as to whether the allegations of the complaint were substantiated or not. The written report shall also be submitted to the supervising officer.

APPENDIX I-AUTHORIZATION FOR RELEASE OF EDUCATION RECORDS

I, (na	me of parent/guardian/student if 18 or older), hereby
give permission for officials of Pitt County Schools to	
information contained in those education records to the	ame of student), and/or any personally identifiable following (name of recipient and address):
The advection records accounted by this project shall in a	led (aboth all that analy)
The education records governed by this waiver shall incl	
Transcripts, report cards, and other grade re	eports
Attendance information	
Disciplinary records	
Cumulative file	
Special education file	
☐ Immunization records	
Other health records	
Other (please specify):	
These records may be disclosed (check one):	
☐ Upon the authorized person's request; OR	
One time only, upon execution of this cons	ent.
This information is provided for the following purpose:	
☐ To provide relevant information to the Stud	lent's medical provider(s);
☐ To assist in meeting the Student's education	nal needs; OR
Other (please specify):	
I understand that I may revoke this authorization at a appropriate Pitt County Schools officials. Absention (date).	ny time by providing my signed written notice to the t such notice, this authorization shall expire on
I acknowledge that this form constitutes my written confidential, personally identifiable information that is Privacy Rights Act (FERPA) and state law governing identifiable information contained in such records. I ce have authority to execute this authorization.	s protected under the federal Family Educational and the confidentiality of student records and personally
Signature of parent/guardian/student 18 or older	Date
No. (domesto)	
Name (please print)	
Address City	State Zip

APPENDIX II-COURT ORDER TEMPLATE

STATE OF COUNTY	F NORTH CAROLINA OF PITT	IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION
IN RE:		ORDER FOR RELEASE OF EDUCATIONAL RECORDS
	S CAUSE HAVING COME ON TO BE H g, and it appears to the court:	EARD before the undersigned District Court Judge
F	Farmville Police Department/ Greenville Police Department	gation by of the Ayden Police Department/ plice Department/ Grifton Police Department/ Pitt County ent regarding that occurred on or about r, Article, of the North Carolina General
	That the alleged offenses occurred <mark>at _</mark> County Public School System.	School, a public school that is part of the Pitt
		video surveillance of the crime scene and there are de by four students associated with this investigation.
' 	education records" of one or more po	surveillance and student statements are considered ublic school students under the Family Educational J.S.C. 1232g, and its implementing regulations, and if to the investigation described above.
i : : :	institution may disclose personally ide student without written parental conser lawfully issued subpoena. The same re institution may make such disclosures	n, 34 C.F.R 99.3l(a)(9), an educational agency or entifiable information from an education record of a at if the disclosure is to comply with a judicial order or egulation also provides that the educational agency or only if the agency or institution makes a reasonable student of the order or subpoena in advance of e student may seek protective action.
N ir	North Carolina to have this information investigation described above, subject	estice and the enforcement of the laws of the State of disclosed to law enforcement for use in the criminal to the rights of the parent or eligible student whose ective action from this Court prior to disclosure.
student of Order books of Order book	education records maintained by scho e released two of the Ay e Police Department/ Grifton Police Dep ent for use in the criminal investigation	o surveillance and witness statements contained in the color officials at School as described in this orden Police Department/ Farmville Police Department/ partment/ Pitt County Sheriff's Office/ Winterville Police of this matter, after appropriate school officials have or eligible students of their rights to seek protective
Т	This the of,2018.	

Presiding Judge

EXHIBIT B

SRO PROGRAM MANUAL ACKNOWLEDGEMENT (To be Completed by <u>ALL</u> SROs, Principals, and Assistant Principals)

I, Schools' SRO Program.	(print name), am a key stakeholder in the success of Pitt County
•	ne success of the SRO Program requires collaboration between and a clear understanding of the roles and duties of school
	e read the SRO Program Manual developed by the Pitt County at agencies to develop an understanding of the roles and duties of
Principal/AP/ SRO Signature:	
	Date:

**THIS FORM SHOULD BE SUBMITTED TO IN-HOUSE COUNSEL FOR THE PITT COUNTY BOARD OF EDUCATION, EMMA HODSON, ON OR BEFORE SEPTEMBER 30, 2018. THE FORM MAY BE DROPPED OFF TO THE CENTRAL OFFICE FOR PITT COUNTY SCHOOLS (1717 W FIFTH STREET, GREENVILLE, NC 27834, 3rd FLOOR) OR SENT VIA E-MAIL (crankin@pitt.k12.nc.us).

EXHIBIT C

SRO PERFORMANCE EVALUATION METRIC 2018-2019 ACADEMIC YEAR (TO BE COMPLETED BY SCHOOL SYSTEM ADMINISTRATORS)

School Name:	
Completed By:	
Date Completed:	
SRO Name:	
Please respond to each	question using the following scale:
5-Strongly Agre	ee
4-Agree	
3-Neither Agree	e nor Disagree
2-Disagree	
1-Strongly Disa	gree

Question	Response
Q1: SRO remains on campus during normal school hours, except when necessary to attend to a law	
enforcement emergency, trainings, meetings, or official law enforcement business off-campus.	
Q2: SRO makes best efforts to maintain high visibility at all times when practical and safe to do so,	
especially in areas where incidents of crime or violence are most likely to occur.	
Q3: SRO participates in or attend school functions during regular duty hours in order to assure the	
peaceful operation of school-related programs.	
Q4: SRO conducts himself/ herself as a role model at all times and in all facets of the job and seeks	
to establish a strong rapport with staff, faculty, students, and others associated with the school	
and encourages students to develop positive attitudes toward school, education, law	
enforcement officers, and positive living in general.	
Q5: SRO initiates appropriate law enforcement actions to address criminal matters, including	
matter that threaten the safety and security of the school or its occupants, and/or intervenes	
with staff or students (with or without a referral from school staff) when necessary to ensure	
the immediate safety of persons in the school environment in light of an actual or imminent	
threat to health or safety.	
Q6: SRO refers any reports or concerns relating to student discipline to the principal or designees	
and does not independently investigate or administer consequences for violations of the	
Student Code of Conduct or any school disciplinary rules.	
Q7: SRO meets with principal and members of the administrative team designated by the principal	
on a regular basis, both formally and informally, to discuss school safety concerns, duties, and	
responsibilities.	
Q8: SRO reports any safety concerns to the school principal and/or designee and confers with the	
school principal to develop plans and strategies to prevent and/or minimize dangerous	
situations on or near the campus involving students at school-related activities.	

^{*}If an answer above was ranked at a score of 3 or less, please provide an explanation and any other information that you wish to share regarding your SRO or the SRO Program.

Comments:	



Town of Winterville Town Council Agenda Abstract

Item Section: New Business

Meeting Date: September 10, 2018

Presenter: Anthony Bowers, Finance Director					
Item to be Considered					
Subject: Budget Amendment 2018-2019-2.					
Action Requested: Approve the budget amendment.					
Attachments: Budget Amendment 18-19-2.					
Prepared By: Anthony Bowers, Finance Director	Date: 9/4/2018				
ABSTRACT ROUTING: ☐ TC ☐ FD ☐ TM 9/6/2018	⊠ Final <u>9/6/2018</u>				
Supporting Documentation	<u> </u>				
This is the second budget amendment for the 2018-2019 Fiscal Year.					
Budgetary Impact: The total budget amendment is \$100,223.					
Recommendation: Approve the Budget Amendment.					

BUDGET ORDINANCE AMENDMENT 18-19-2

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION		Fund	Increase	Decrease	
Fund Balance Contribution	10 3831	General	\$	38,673	
School Resource Officer Grant	10	General	\$	61,550	
Total			\$	100,223 \$ -	

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION		Department	Fund	Increase	Decrease
Asset Forfieture Allocation	1043431000	4263 Police	General	\$ 6,273	
Salaries	1043431000	4120 Police	General	\$ 61,550	
Capital Outlay	1043431000	7150 Police	General	\$ 32,400	
Total Adopted the 10th day of September 2018	3.			\$ 100,223	\$
	Mayor				
	Town Clerk				



Town of Winterville Town Council Agenda Abstract

Item Section: New Business

Meeting Date: September 10, 2018

Presenter: Evan Johnston, Director of Parks &

Recreation

Item to be Considered

Subject: 2018 Winterville Christmas Tree Lighting Ceremony Date.

Action Requested: Staff recommends moving date of 2018 Christmas Tree Lighting Ceremony and Reception from December 6th to November 29th.

Attachments: None.

Prepared By: Evan Johnston, Director of Parks & Recreation				Date : 9/5/2018	
ABSTRACT ROUTING:					
☐ TC	☐ FD			⊠ Final <u>9/6/2018</u>	
				•	

Supporting Documentation

The traditional date of the Winterville Christmas Tree Lighting Ceremony and the Mayor and Council Reception is the first Thursday of December (December 6, 2018). Staff recommends moving 2018 Christmas Tree Lighting Ceremony and Mayor and Council Reception to November 29th. Staff recommends changes based off following rationale:

- 1. Christmas Tree Lighting Ceremony and Reception is traditionally in week preceding Christmas Parade. For 2018, 1st Thursday in December (December 6th) falls same week as Christmas Parade date, 1st Saturday in December (December 8th). Moving Tree Lighting Ceremony to November 29th will allow Tree Lighting Ceremony to take place in week preceding Christmas Parade.
- 2. Town Christmas Tree and other decorations are typically placed the week of Thanksgiving or the following week. By moving the Christmas Tree Lighting Ceremony up one week to November 29th the Town could light the Christmas Tree and accompanying decorations shortly after these items are placed.

Budgetary Impact: N/A.

Recommendation: Staff recommends moving date of 2018 Christmas Tree Lighting Ceremony and Reception from December 6th to November 29th.