



TOWN COUNCIL AGENDA

August 13, 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. **INTRODUCTION OF NEW EMPLOYEES:**
 1. Jonathan Bryant, Police Officer.
 2. William Ellis, Police Officer.
 3. Jonathan Harrell, Police Officer.
 4. Norma Holmes, Reserve Police Officer.
 5. Ian McLeod, Parks and Recreation Program Supervisor.
- VII. **PRESENTATIONS:**
 1. Winterville Economic Development Plan Update - Lee Padrick, Chief Economic Development Planner, Northeast Prosperity Zone, North Carolina Department of Commerce.
 2. Weatherization Assistance – James Youneat, Wayne County Action Group for Economic Solvency, Inc.
 3. Child Passenger Safety Program - Ellen Walston, MSW, ACSW, LCSW, Injury Prevention Program Coordinator at the Eastern Carolina Injury Prevention Program at Vidant Medical Center.
- 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:

- ✓ September 11, 2017 Regular Meeting Minutes.
- ✓ October 9, 2017 Regular Meeting Minutes.
- ✓ November 13, 2017 Regular Meeting Minutes.
- ✓ December 11, 2017 Regular Meeting Minutes.
- ✓ January 8, 2018 Regular Meeting Minutes.
- ✓ January 23, 2018 Vision Setting Meeting Minutes.
- ✓ February 12, 2018 Regular Meeting Minutes.
- ✓ March 12, 2018 Regular Meeting Minutes.

2. Watermelon Festival Parade Permit – August 26, 2018 – 10 am.
3. Approval of Request from the Winterville Watermelon Festival Committee to Limit the use of the Parking lot at the Winterville Recreation Park, and Request a Change in Traffic Patterns from August 22th-26th, 2018 in support of the 2018 Watermelon Festival.
4. Approval of Request from the Watermelon Festival Committee to Suspend the Winterville Park Hours Limitation for August 22th-26th, 2018.
5. Approval of Request from the Watermelon Festival Committee to Grant an exemption from the Noise Ordinance application and restrictions the ordinance may entail for Festival concerts or other associated festival events to include any Administration Fee associated with associated permit application.
6. Approval of Request from the Winterville Watermelon Festival Committee for the Placement of Signs and Banners on Town Property and Public Right-of-Ways.
7. Approval of Request from the Winterville Watermelon Festival Committee for the usage of the Parks and Recreation Bathroom facilities from August 22, 2017 to August 26, 2018.
8. Budget Amendment.
9. Reappointment of Members to Stormwater Committee.
10. Budget Ordinance for the Chapman Street Culvert Replacement Project.

X. **OLD BUSINESS:**

1. NCDOT – Old Tar Road Widening Sidewalks.

XI. **NEW BUSINESS:**

1. 2007 Jet Vac Truck - Declaration as Surplus and Approval to Sell to the Town of Grifton.
2. Approval of Resolution to Purchase Aerial Platform Truck for the Fire Department through HGAC-EOne.
3. Award of Financing for Fire Trucks – Engine (FY 17-18) and Aerial Platform (FY 18-19).
4. Mellon Downs – Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83 and 85 – Instruct the Town Clerk to Investigate the Sufficiency of Said Petitions for Annexation.
5. 2017 Street Improvements Project – Addition of Vernon Ave. Patching.

XII. **OTHER AGENDA ITEMS:**

1. Discussion about Future of Winterville Post Office/Post Office Noise – Councilman Moore.
2. Modular and Mobile Homes and where allowed – Councilman Moore.
3. Programs offered for Girls versus Boys – Councilman Moore.
4. Police Officers at local Schools – Councilman Moore.
5. Discussion of Markings on Fire Chief's Truck – Mayor Pro Tem Smith.

XIII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS.

XIV. REPORTS FROM DEPARTMENT HEADS:

Update on Projects Currently Underway: Regional Sewer Pump Station Project
Nobel Canal Drainage Basin Study
2018 SRF Application
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
Fork Swamp Greenway Project

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

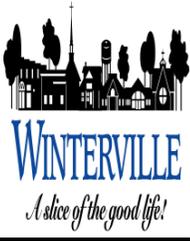
XVI. CLOSED SESSION: NCGS § 143-318.11. (a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed 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. (Attorney-Client Privilege – Update of Lawsuits.)

XVII. ANNOUNCEMENTS:

1. Planning and Zoning Board Meeting – August 20, 2018 – 7 pm – Town Hall Assembly Room.
2. 2018 ElectriCities Annual Conference – August 20 – 22, 2018, Asheville, NC.
3. Board of Adjustment Meeting – August 27, 2018 – 7 pm – Town Hall Assembly Room.
4. Watermelon Festival – August 22 – 26, 2018 – Winterville Recreation Park.
5. NTE Ribbon Cutting – August 28, 2018 – NTE Plant, Kings Mountain, NC.
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 Acting Town Clerk, Amy Barrow at 215-2342 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 13, 2018

Presenter: Ryan C. Willhite, Police Chief

Item to be Considered

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

Action Requested: Approval of Request.

Attachments: Parade Route.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 7/25/2018

ABSTRACT ROUTING:

TC

FD

TM 8/7/2018

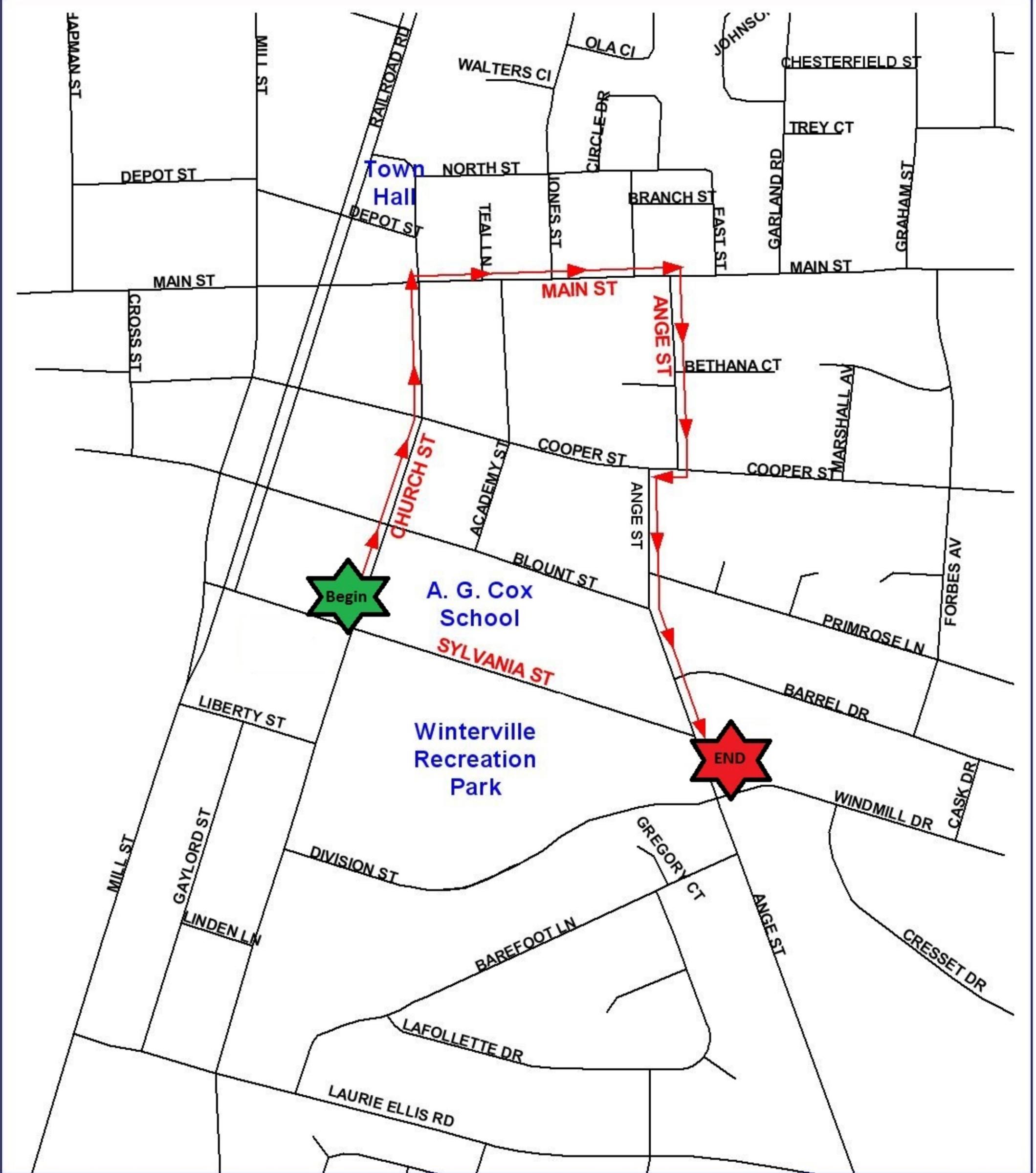
Final tlp - 8/7/2018

Supporting Documentation

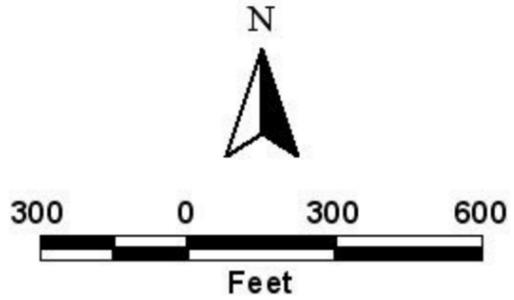
The code of ordinance requires all organizations that wish to hold a parade submit information describing the route, responsible persons and their contact numbers. The Town Council must approve the issuance of the permit based on this and any other information they request. The Winterville Watermelon Festival committee is expected to submit a parade application in the immediate future to the Chief of Police. The Organization's president is Alton Wadford. The parade contact person is Michelle Whaley. The organization's address and contact telephone numbers are on file at the Police Department, along with any other additional information that may be required to notify responsible parties. The date of the parade is August 25th, 2018 at 10am. The lineup will begin at 9:00am and will end at approximately 11:00am. The parade route is attached.

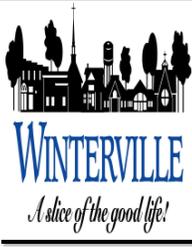
Budgetary Impact: N/A.

Recommendation: Approval of Request.



Watermelon Festival Parade Route





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 13, 2018

Presenter: Ryan C. Willhite, Police Chief

Item to be Considered

Subject: Approval of Request from the Winterville Watermelon Festival Committee to Limit the use of the Parking lot at the Winterville Recreation Park, and Request a Change in Traffic Patterns from August 23rd-26th, 2018 in support of the 2018 Watermelon Festival.

Action Requested: Approval Request.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 7/25/2018

ABSTRACT ROUTING:

TC _____

FD _____

TM 8/9/2018

Final tlp – 8/9/2018

Supporting Documentation

The Winterville Watermelon Festival Committee request that the parking lot located at the Winterville Recreation Park be utilized for parking during the festival for the following: Handicapped, VIP, Employee, Bands, Vendors, Emergency Services, and other Festival staff.

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

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

-Thursday, August 23rd 4:00pm until 12:00am.

- Friday, August 24th 4:00pm until 12:00am.

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

Division Street- From Church Street to Park entrance:

- Closed Thursday, August 23rd at 4:00pm until 12:00am.

- Closed Friday, August 24th at 4:00pm until 12:00am.

- Closed Saturday, August 25th at 8:00am until 12:00am.

Barrel Street – From Ange Street to Forbes Street:

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

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

Windmill Street – From Ange Street to Forbes Street:

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

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

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

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

Recommendation: Approval of Request.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 13, 2018

Presenter: Ryan C. Willhite, Police Chief

Item to be Considered

Subject: Approval of Request from the Watermelon Festival Committee to Suspend the Winterville Park Hours Limitation for August 23rd-26th, 2018.

Action Requested: Approval of Request.

Attachments: N/A.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 7/25/2018

ABSTRACT ROUTING:

TC

FD

TM 8/9/2018

Final tlp – 8/13/2018

Supporting Documentation

The Town of Winterville's policy states that the Winterville Recreation Park may not be used after the hours of 10:30pm. The Winterville Watermelon Festival Committee requests that his policy be suspended for the 2018 Winterville Watermelon Festival to be held August 23rd-26th, 2018.

Budgetary Impact: N/A.

Recommendation: Approval of Request.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 13, 2018

Presenter: Ryan C. Willhite, Chief of Police

Item to be Considered

Subject: Approval of Request from the Watermelon Festival Committee to Grant an exemption from the Noise Ordinance application and restrictions the ordinance may entail for Festival concerts or other associated festival events to include any Administration Fee associated with associated permit application.

Action Requested: Approval of Request.

Attachments: N/A.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 7/25/2018

ABSTRACT ROUTING:

TC _____

FD _____

TM _____

Final _____

Supporting Documentation

The Town of Winterville Code of Ordinance section 96.04 requires person(s) wishing to engage in activities regulated by this ordinance to acquire a specific permit approved by the Chief of Police, or his designee. A permit granted under this section requires an administration fee of fifteen dollars (\$15.00). The Winterville Watermelon Festival Committee is requesting exemption from this fee as well as an exemption from the constraints of this ordinance for the 2018 Watermelon Festival.

Budgetary Impact: N/A.

Recommendation: Approval of Request.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 13, 2018

Presenter: Ryan C. Willhite, Police Chief

Item to be Considered

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

Action Requested: Approval of Request.

Attachments: N/A.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 7/25/2018

ABSTRACT ROUTING:

TC

FD

TM 8/9/2018

Final tlp – 8/13/2018

Supporting Documentation

The Winterville Watermelon Festival Committee request approval for the placement of signs and Banners on town property and along public right-of-ways announcing the location and times for the upcoming 2018 Watermelon Festival. The signs will begin being erected on or about August 6th, 2018.

Budgetary Impact: N/A.

Recommendation: Approval of Request.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 13, 2018

Presenter: Evan Johnston, Director of Parks & Recreation

Item to be Considered

Subject: Approval of Request from the Winterville Watermelon Festival Committee for the usage of the Parks and Recreation Bathroom facilities from August 23, 2018 to August 26, 2018.

Action Requested: Approve Request.

Attachments: N/A.

Prepared By: Terri L. Parker, Town Manager

Date: 8/9/2018

ABSTRACT ROUTING:

TC

FD

TM 8/9/2018

Final tip - 8/9/2018

Supporting Documentation

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

8/24/2017 – 5 pm to 11 pm

8/25/2017 – 5 pm to 11 pm

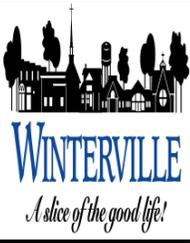
8/26/2017 – 9 am to 11 pm

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

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

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

Recommendation: Approve Request.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 13, 2018

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Budget Amendment 2018-2019-1.

Action Requested: Approve the budget amendment.

Attachments: Budget Amendment 18-19-1.

Prepared By: Anthony Bowers, Finance Director

Date: 8/3/2018

ABSTRACT ROUTING:

TC

FD

TM 8/9/2018

Final tlp – 8/9/2018

Supporting Documentation

This is the first budget amendment for the 2018-2019 Fiscal Year.

This amendment addresses the annual roll of open Purchase Orders from the prior year. Our process carries over only necessary open PO's into the next fiscal year. Once we have adopted the annual budget we then bring forward the items that were started in the prior year. The total across all funds is \$2,451,255.

Budgetary Impact: The total budget amendment is \$2,451,255.

Recommendation: Approve the Budget Amendment.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 13, 2018

Presenter: Travis Welborn, Public Works
Director

Item to be Considered

Subject: Reappointment of Stormwater Committee Members.

Action Requested: Reappoint Members to the Stormwater Committee.

Attachments: List of Current Committee Members.

Prepared By: Terri L. Parker, Town Manager

Date: 8/9/2018

ABSTRACT ROUTING:

TC

FD

TM 8/9/2018

Final tlp – 8/9/2018

Supporting Documentation

Stormwater Committee:

The Stormwater Committee (BOA) shall consist of six (6) Members who shall be appointed by the Town Council and shall be residents of the Town of Winterville all for overlapping terms of three years. There are five (5) regular members and one (1) alternate.

We ask to reappoint the following to three year terms on the Stormwater Committee effective immediately (with term expiration of 8/31/2018).

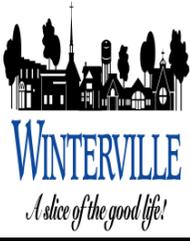
1. Davis Chester
2. Bryan Fagundus
3. Sean Owens

Budgetary Impact: N/A.

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

Stormwater Advisory Committee

Name	Address	Phone	Email	Estimated Appointed	Term Expires
Town Appointed Members					
Chester, David	898 Corbett Street Winterville, NC 28590	(252) 355-0384	Dwchester1@embarqmail.com		
Fagundus, Bryan	2131 Jubilee Lane Winterville NC, 28590	(252) 355-7484	bryan@arkconsultinggroup.com	10/20/2014	10/20/2017
Moore, Tucker	4695 Old Tar Rd. Winterville, NC 28590	(252) 341-8223	Atmoore75@gmail.com	10/19/2015	10/19/2018
Owens, Sean	2549 Amanda Place Winterville, NC 28590	(252) 717-7471	sowens@erlewisconstruction.com	11/10/2014	11/10/2017
Weimar, Michael	671 Grasmere St. Winterville, NC 28590	(252) 378-5461	mpweimar@gmail.com	10/19/2015	10/19/2018
Vacant Alternate					



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 13, 2018

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Adopt the Budget Ordinance for the Chapman Street Culvert Replacement Project.

Action Requested: Adopt the Budget Ordinance.

Attachments: Budget Ordinance.

Prepared By: Anthony Bowers, Finance Director

Date: 8/9/2018

ABSTRACT ROUTING:

TC

FD

TM 8/9/2018

Final tlp – 8/9/2018

Supporting Documentation

The Town has been awarded a grant in the amount of \$1,094,000 from the North Carolina Rural Economic Development division of the NC Department of Commerce. The funds were provided for Disaster Recovery from hurricane Mathew. The Town applied and was awarded \$1,094,000 for the replacement of old undersized metal tile with a new box culvert. The new culvert will greatly increase the capacity over the current situation. This will allow for storm water to be removed from the area near the culvert at a much faster rate. The grant is being managed by the Golden Leaf Foundation. Due to the fact that this was an unfunded project the grant is intended to cover 100% of the project based on the preliminary engineer's estimates. There are currently no town funds involved with the project.

Budgetary Impact: No direct cost to the Town.

Recommendation: Adopt the budget ordinance.

**TOWN OF WINTERVILLE
CAPITAL PROJECT BUDGET ORDINANCE
CHAPMAN STREET CULVERT PROJECT**

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

Section 1: The project authorized is for design and construction of a new box culvert to replace the current metal pipe that exist where Nobel Canal crosses underneath Chapman St, This drainage lateral is one of the main tributaries that remove storm water from the north side of the Town. Funding for this project is provided by a grant awarded to the Town from NC Rural Economic Development, and managed by the Golden Leaf Foundation.

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

Construction	\$911,705
Contingency	\$ 45,585
<u>Engineering Cost</u>	<u>\$136,710</u>
	\$1,094,000

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

<u>Grant Funds – Golden Leaf Foundation</u>	<u>\$1,094,000</u>
	\$1,094,000

Section 4: The finance Officer is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the financing agreements.

Section 5: Funds may be advanced from the Storm water Fund or from the General Fund for the purpose of making payments that are due.

Section 6: The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 2 and on the total revenues received or claimed.

Section 7: Copies of this capital project budget ordinance shall be furnished to the Town Clerk, Governing Board, Finance Director, and Town Manager (Budget Officer) to be kept on file by them for their direction in the disbursement of funds.

Adopted this 13th day of August, 2018

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: August 13, 2018

Presenter: Ben Williams, Assistant Town
Manager

Item to be Considered

Subject: NCDOT – Old Tar Road Widening Sidewalks.

Action Requested: Approval of agreement with NCDOT.

Attachments: TIP# U-2817 – Municipal Agreement with Betterments.

Prepared By: Ben Williams, Assistant Town Manager

Date: 8/7/2018

ABSTRACT ROUTING:

TC

FD

TM 8/9/2018

Final tlp – 8/9/2018

Supporting Documentation

In February 2018, Council approved the cost sharing of sidewalk improvements along the Old Tar Road corridor in conjunction with the upcoming NCDOT widening project. The original project included 5-foot sidewalks on both sides of the corridor. Town staff requested evaluating the installation of an 8-foot sidewalk on the east side of Old Tar Road. NCDOT and their consultant confirmed the additional sidewalk can be located within the existing/proposed right-of-way and would not require additional right-of-way acquisition. As always, the Town has a cost-share of 20% of the construction cost of the sidewalk along the corridor. 100% of the cost for additional work above and beyond the proposed 5-foot wide sidewalk (betterments), is the Town's responsibility. During the February meeting the estimated cost for the Town provided by NCDOT was \$127,629. Based on the updated costs and quantities, the estimate provided by NCDOT in the attached Municipal Agreement is \$131,184. As stated during the February meeting and included in Section 10.d of the Agreement, upon completion of the project, NCDOT will invoice the Town for the Town's share of the actual costs of the betterments.

Budgetary Impact: \$131,184 (estimated).

Recommendation: Authorization to execute agreement with NCDOT.

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT WITH BETTERMENTS**

PITT COUNTY

DATE: 7/20/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-2817

AND

WBS Elements: 34868.3.4

TOWN OF WINTERVILLE

AND

PITT COUNTY

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Winterville, a local government entity, hereinafter referred to as the "Municipality", and Pitt County, a local government entity, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality/County under Project U-2817, in Pitt County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of improvements on SR 1700 (Evans Street/Old Tar Road) from SR 1711 (Worthington Road) in Winterville to US 264A (Greenville Boulevard) in Greenville.
2. At the request of the Municipality, and in accordance with the Department's *Pedestrian Policy Guidelines*, the Department shall include provisions in its construction contract for the construction of new sidewalk within the Municipal limits and for portions within the County limits of the project: 5 foot wide sidewalk on the west side of Evans Street from SR 1171 (Cooper Street) to the Town limits north of Cedar Ridge Drive and from 1100 feet south of Firetower Road to Firetower Road; and 8 foot sidewalk along the east side of Evans Street from SR 1171 (Worthington Road) to the Town limits north of Cedar Ridge. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the following provisions.

PLANNING AND DESIGN

3. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

4. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
5. It is understood by both parties that all work for the betterments shall be performed within the existing right of way. However, should it become necessary, the Municipality, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation

Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

UTILITIES

6. It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines a separate Utility Agreement will be prepared at the appropriate time.

CONSTRUCTION

7. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

8. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
 - B. The roadway improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.
9. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the sidewalk within the Municipal limits and for those portions within the County limits and release the Department from all liability relating to such maintenance.

BETTERMENT COSTS AND FUNDING

10. The Municipality shall participate in the Betterment costs of the Project as follows:

A. In accordance with the *Pedestrian Policy Guidelines*, the Municipality shall reimburse the Department twenty percent (20%) of the actual cost, including administrative costs, of the work associated with the construction of the new 5 foot wide sidewalk. The Department shall participate in eighty percent (80%) of the actual cost of the new sidewalk for that portion of the project within the corporate limits, where new sidewalk is to be installed. The estimated cost of the new sidewalk is \$274,347. The estimated cost to the Municipality is \$54,869. Both parties understand that this is an estimated cost and is subject to change.

B. For all other Betterments, the Municipality shall participate as follows:

Sidewalk > 5 foot	100%	\$76,315
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C. **TOTAL ESTIMATED COST TO THE MUNICIPALITY: \$131,184**

D. Upon completion of the Project, the Department will invoice the Municipality for their share of the actual costs of the Betterments. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.

E. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement

ADDITIONAL PROVISIONS

11. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

12. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.

13. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

14. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
15. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
16. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
17. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF WINTERVILLE

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

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

Approved by _____ of the local governing body of the Town of Winterville as attested to by the signature of Clerk of said governing body on _____(Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Winterville

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

L.S. ATTEST:

PITT COUNTY

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Approved by _____ of the local governing body of the Pitt County as
attested to b the signature of Clerk of said governing body on _____ (Date)

Remittance Address:

Pitt County

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



**Town of Winterville
Town Council
Agenda Abstract**

Meeting Date: August 13, 2018
Presenter: Travis Welborn, Public Works
Director

Item Section: New Business

Item to be Considered

Subject: Declaration as Surplus and Approval of Sale to Town of Grifton of 2007 Vac Con Sewer Truck.

Action Requested: Declare 2007 Vac Can Sewer Truck as Surplus and Approve Sale to Grifton for \$82,500.

Attachments: N/A.

Prepared By: Travis Welborn, Public Works Director

Date: 8/6/2018

ABSTRACT ROUTING:

TC JJS-12/5/13

FD _____

TM 8/9/2018

Final tlp - 8/9/2018

Supporting Documentation

The Town is purchasing a new Vac Con Sewer Truck in the current fiscal year. Staff anticipates arrival of the new truck by the end of August. Staff proposes to declare the current truck (VIN 2FZAATDC47AY09686) as surplus. The Town of Grifton does not currently have a Vac Truck and has made an offer of \$82,500 for the Town's current truck. Staff had budgeted income of \$80,000 for the sale of its current truck in the current budget so the amount offered by Grifton is slightly above that. Grifton has proposed to pay a \$15,500 deposit once the sale is approved by Council, and pay another \$8,000 at the time they take possession of the truck. The remaining balance would be paid in four (4) equal installments of \$14,750 per year for the next four fiscal years (starting in FY 2019-2020). An Agreement would be drafted by the Town Attorney prior to the sale requiring that the Town of Grifton provide proof of insurance on the truck for the duration of the payments. The Town of Winterville would not relinquish the old truck until the new truck has arrived.

Selling the truck to the Town of Grifton would help strengthen the Town's position in case of emergency as the Town of Grifton could provide emergency backup with this truck in the event that the Town ever needed it. It is not uncommon for the Town's of Ayden, Grifton, and/or Winterville to request assistance from the other Town's with specialty equipment such as Vac Truck's.

Budgetary Impact: \$80,000 was budgeted as income in the current fiscal year for the sale of this truck. Only \$23,500 would be realized this fiscal year with the rest of the balance spread out over four (4) years.

Recommendation: Declaration of Surplus of truck and approval of sale to Town of Grifton for \$82,500 upon arrival of Town's new truck.



**Town of Winterville
Town Council
Agenda Abstract**

Meeting Date: August 13, 2018

Presenter: David Moore, Fire Chief

Item Section: New Business

Item to be Considered

Subject: Approval of Interlocal Contract for Cooperative Purchasing - HGACBuy

Action Requested: Approval of Contract.

Attachments: Contract, Bid Tabulation

Prepared By: Terri L. Parker, Town Manager

Date: 8/3/2018

ABSTRACT ROUTING:

TC

FD

TM 8/9/2018

Final tlp - 8/9/2018

Supporting Documentation

As directed by Council, Staff has worked to develop a specification for the new platform truck provided for in the current budget. The Town received the competitive bids through the HGACBuy cooperative purchasing program in order to gain the most cost competitive bids. This abstract recommends Council to provide the Town Manager the authority to sign the Contract to participate in the program and approve the purchase in accordance with Section 10 of the Town of Winterville Purchasing Policy.

Budgetary Impact: \$1,043,762 - \$543,762 is being contributed from the General Fund and the balance will (\$600,000) will be financed. Financing Award is the next item on the Agenda.

Recommendation: Staff recommends that Council authorize the Town Manager to sign the Contract to participate and purchase the fire engine.

FS12-17 Bid Tabulation

Product Codes	Manufacturer	Description	Base Price	Awardees
				E-One Inc.; Hall-Mark Texas; Greenwood Emergency Vehicles, Inc.; Pete's Equipment Repair Inc.; Hall-Mark RTC; Sunbelt Fire, Inc.; Chief Fire & Safety; Vogelphot Fire Equipment, Inc.; First Choice Fire Apparatus LLC; Blue Ridge Rescue Suppliers; Desorcie Emergency Products; Patriot Fire LLC; Fire Service Inc.; Mid-South Emergency Equipment; Banner Fire Equipment
HA09	E-One	E-ONE Cyclone II, 4 Door full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 1305# Tip Load, Rear Mounted Telescoping Ladder with Platform	\$ 1,028,144.00	Awarded
TA10	Pierce	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	\$ 1,081,045.00	Awarded
XA05	Seagrave	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 105' Rear Mount Telescoping Ladder Platform (1200#)	\$ 1,085,789.00	Awarded



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * Town of Winterville, North Carolina, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 2571 Railroad Street, Winterville NC, 29590

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 08/13/2018 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 07/01/2018 and ends * 06/30/2019. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*** Town of Winterville**

Name of End User (local government, agency, or non-profit corporation)

*** PO Box 1459**

Mailing Address

* Winterville, NC 28590

City State ZIP Code

***By:**

Signature of chief elected or appointed official

*** Terri L. Parker, Town manager 08/14/2018**

Typed Name & Title of Signatory

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: _____

**Denotes required fields*

Description

2016 NFPA Compliance
24" x 10" Extended Bumper
Rear Tandem Axle 62,000 lb
Front Axle 24,000 lb
Front/Rear Aluminum Wheels
Rear S-Cam Brakes
Front Disc Brakes
Push Button Transmission Selector
Speed Electronic Limited 60
Jacobs Compression Brake
65-Gallon Fuel Tank
420 amp Alternator
(4) 1,000 CCA Batteries
5-Gallon Def Tank
Flat Cab design
10" Convex Mirror
Bus Style Mirrors
Bostrom Seats
Smart Dock SCBA Brackets
20 amp Autoeject Shoreline
4-Jack Aerial
(3) Straight Stacked Cross-lays
Upper Dunnage
Hinged Doors
Color-coded Pump Panel
300 Gallon Booster Tank
2.0" Tank-fill
3.0" Tank-to Pump
Rear Ladder Tunnel
Compartment Interior-Aluminum Swirled
2,000 GPM Pump (3rd Party Rated)
Hale Q-Max Pump
Pump Anodes
Hale Pump Packings
Steamers Flush +1"
Manual Master Drain
1/4 Turn Pump Cooler
Trident Air Primer
Pressure Relief Intake
5" Storz Intake
2.5" Intake
Front 5" Intake Storz
(3) 2.5" Discharge
(1) 4.0" Discharge
(3) 2.5" Crosslay Discharge
(1) 4.0" WWY Discharge
Class 1 Pressure Governor
Flowmeter

Tank Level Indicator
Master Intake Guage
Vmux Electrical System
Vehicle Data Recorder
Vista Display
Upper Level Warning
Lower Level Warning
Federal Q2B
(2) 100 Watt Electronic Speakers
Two- Way Intercom
97db Back-up Alm
6KW Hydraulic Generator
Generator 3rd Party Test
Single Phase Panel box
200' Cord Reel-10/3
100' Elevated Platform
1,250 GPM Monitor
4.0" Rear Inlet
2.5" Elevated Discharge
509CF Breathing Air
50' Fill Hose



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: August 13, 2018

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Approval of Financing terms and agreement with Southern Bank and Trust.

Action Requested: Award Financing to Southern Bank and Trust.

Attachments: Bid Tabulation, Resolution Approving Financing Terms.

Prepared By: Anthony Bowers, Finance Director

Date: 8/3/2018

ABSTRACT ROUTING:

TC

FD

TM 8/9/2018

Final tlp - 8/9/2018

Supporting Documentation

The Town Council has approved the purchase of two pieces of fire apparatus. The E-One Pumper was approved in last fiscal year's budget in the amount of \$513,000. The Council also approved the purchase of an Aerial Platform Truck in the 2018-2019 budget. The budget allowed for \$600,000 of the funds to come from financing, and the remainder of the budget of \$500,000 was to come from Fund Balance.

We received quotes from 5 lending institutions. Southern Bank and Trust was the low bidder with a rate of 2.73% for both pieces of equipment. We also discussed lending options with USDA and the current rate was in the amount of 3.875%. However, they only finance at a minimum of 20 years. Historically the Town has not financed vehicles and equipment over 7 years.

We are recommending accepting Southern Bank's proposal for both pieces of equipment with the 5 year term for the pumper and a 7 year term for the Aerial Platform Truck.

Budgetary Impact: Annual debt service payments in the amount of: Pumper \$116,644. Aerial \$102,094.

Recommendation: Approve the Financing Agreement as recommended.

**Town of Winterville
Bid Tabulation
Fire Pumper**

Bank	Rate
------	------

Southern Bank	2.73%
BB&T	3.08%
First Citizens	3.20%
First National Bank	3.20%

**Town of Winterville
Bid Tabulation
Aerial Platform Truck**

Bank	Rate
------	------

Southern Bank	2.73%
BB&T	3.22%
First National Bank	3.44%
First Citizens	3.44%

Resolution Approving Financing Terms

WHEREAS: The Town of Winterville (the “Town”) has previously determined to undertake a project for the financing of a E-One Fire Pumper truck, a 2019 Aerial Platform Truck, and the Finance Officer has now presented a proposal for the financing of such equipment.

BE IT THEREFORE RESOLVED, as follows:

1. The Town hereby determines to finance the Project through Southern Bank and Trust Company, in accordance with the proposal dated October 27th, 2017. The amount financed shall not exceed 1,131,171.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.73%, and the financing term shall not exceed five (5) years for the E-One Pumper and seven (7) years for Aerial Platform truck. There will be two separate amortization schedules. One for each piece of apparatus.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document’s final form.
4. The Town shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Town hereby designates its obligations to make principal and interest payment under the Financing Documents as “qualified tax-exempt obligations” for the purpose of the Internal Revenue Code Section 265(b)(3).
5. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 13th day of August, 2018.

By: _____
Douglas A. Jackson, Mayor

By: _____
Don Harvey, Town Clerk

SEAL



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: August 13, 2018

Presenter: Bryan Jones, Planning Director

Item 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: Direct Town Clerk to Investigate the Sufficiency of Annexation.

Attachments: Annexation Map, Annexation Petitions and Metes and Bounds.

Prepared By: Bryan Jones, Planning Director

Date: 7/25/2018

ABSTRACT ROUTING:

TC _____

FD _____

TM 8/9/2018

Final tlp – 8/9/2018

Supporting Documentation

The property owners of Lots 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, and 85 in Mellon Downs, Phases 2A and 2B are applying for annexation into the Town limits.

Mellon Downs, Phases 2A and 2B:

Location: Oakwood Drive and Mockingbird Lane

Size: 16 Lots.

Zoned: R-12.5

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation.

2nd Council Meeting: Schedule a Public Hearing for the Annexation.

3rd Council Meeting: Hold Public Hearing on the Annexation.

Budgetary Impact: TBD.

Recommendation: Direct Town Clerk to Investigate Sufficiency.

PETITION REQUESTING ANNEXATION

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

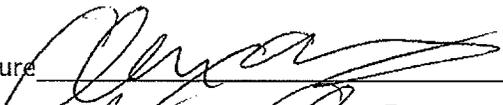
Address: 2842 Mockingbird Lane, Winterville, NC 28590

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 

PETITION REQUESTING ANNEXATION

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

Signature



Signature



Secretary.C2.LAM.TownofWinterville.PetitionforAnnexation.5.18.17

PETITION REQUESTING ANNEXATION

Date: 08/03/17

RECEIVED
AUG - 7 2017
PARKER

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

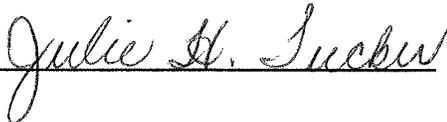
LOT 25

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

Signature 

Secretary.C2.LAM.TownofWinterville.PetitionforAnnexation.5.18.17

PETITION REQUESTING ANNEXATION

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 

Signature 

PETITION REQUESTING ANNEXATION

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 

PETITION REQUESTING ANNEXATION

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

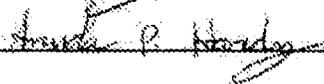
Address: 2953 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

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

Signature: 

Signature: 

Secretary: CLM, Town of Winterville, Petition for Annexation 5.18.17

PETITION REQUESTING ANNEXATION

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 *Nichole Richards*

PETITION REQUESTING ANNEXATION

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

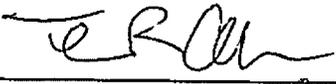
LOT 49

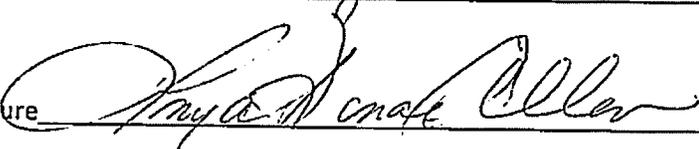
Address: 2927 Oakwood Drive, Winterville, NC 28590

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  _____

PETITION REQUESTING ANNEXATION

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

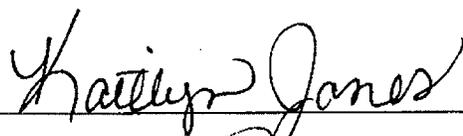
LOT 50

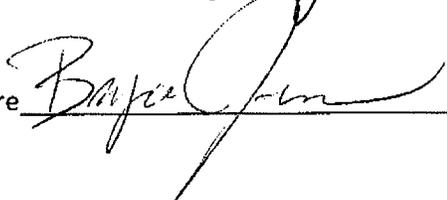
Address: 2919 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

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

Signature 

Signature 

Secretary.C2.LAM.TownofWinterville.PetitionforAnnexation.5.18.17

PETITION REQUESTING ANNEXATION

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

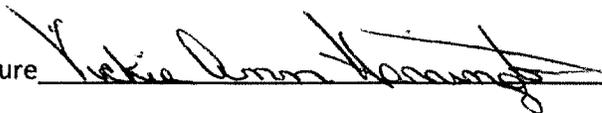
Address: 2909 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

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

Signature



PETITION REQUESTING ANNEXATION

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

Address: 2873 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name Javon Llewellyn & Darnesha Shavonne King Brunsey

Address 2873 Oakwood Drive, Winterville, NC 28590

Signature _____

Signature _____

Secretary.C2.LAM.TownofWinterville.PetitionforAnnexation.5.18.17

PETITION REQUESTING ANNEXATION

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: 82897

LOT 73

Address: 2984 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

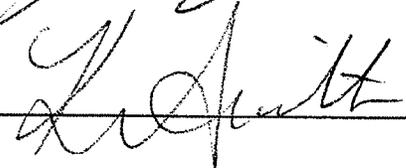
Name Gerret Edward & Kimberly Renae Smith

Address 2984 Oakwood Drive, Winterville, NC 28590

Signature _____



Signature _____



PETITION REQUESTING ANNEXATION

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: 82898

LOT 74

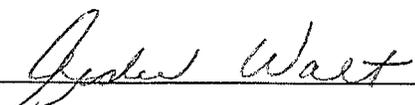
Address: 2978 Oakwood Drive, Winterville, NC 28590

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 

PETITION REQUESTING ANNEXATION

Date: 8/3/17

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: 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 John D. Collins

Signature Ginny Lynn Gilmore

Secretary.C2.LAM.TownofWinterville.PetitionforAnnexation.5.18.17

PETITION REQUESTING ANNEXATION

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 _____

Secretary.C2.LAM.TownofWinterville.PetitionforAnnexation.5.18.17

PETITION REQUESTING ANNEXATION

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

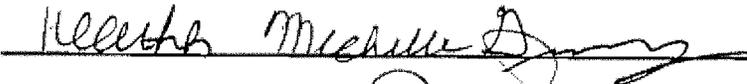
Address: 2876 Oakwood Drive, Winterville, NC 28590

Mellon Downs Phase II-B

Map Book: 79 Page: 130

Name Heather Michelle & Brian Robert Greisiger

Address 2876 Oakwood Drive, Winterville, NC 28590

Signature  _____

Signature  _____



PARKER & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
JACKSONVILLE, NORTH CAROLINA

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 Right-of-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-of-way 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,

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 min. 52 sec. 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 Right-of-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.

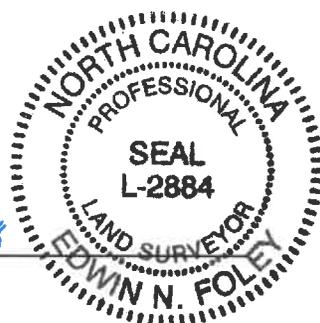
Less and Except that portion designated as Lots 76 through 82, Mellon Downs, Phase II-B, and being described as follows:

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



Laurie Meadows Subdivision Phase I
M.B. 62, Pg. 07
R-10 CUD Zone
Single Family

A. Sydes Construction, Inc.
D.B. 3282, Pg. 797
M.B. 65, Pg. 66
R-10 CUD Zone
Undeveloped

Sandra Elizabeth Hunsucker
D.B. L-29, Pg. 365
D.B. C-11, Pg. 496
D.B. L-29, Pg. 365

A. Donald Stallings
D.B. M-37, Pg. 440
D.B. 1906, Pg. 113
M.B. 50, Pg. 2

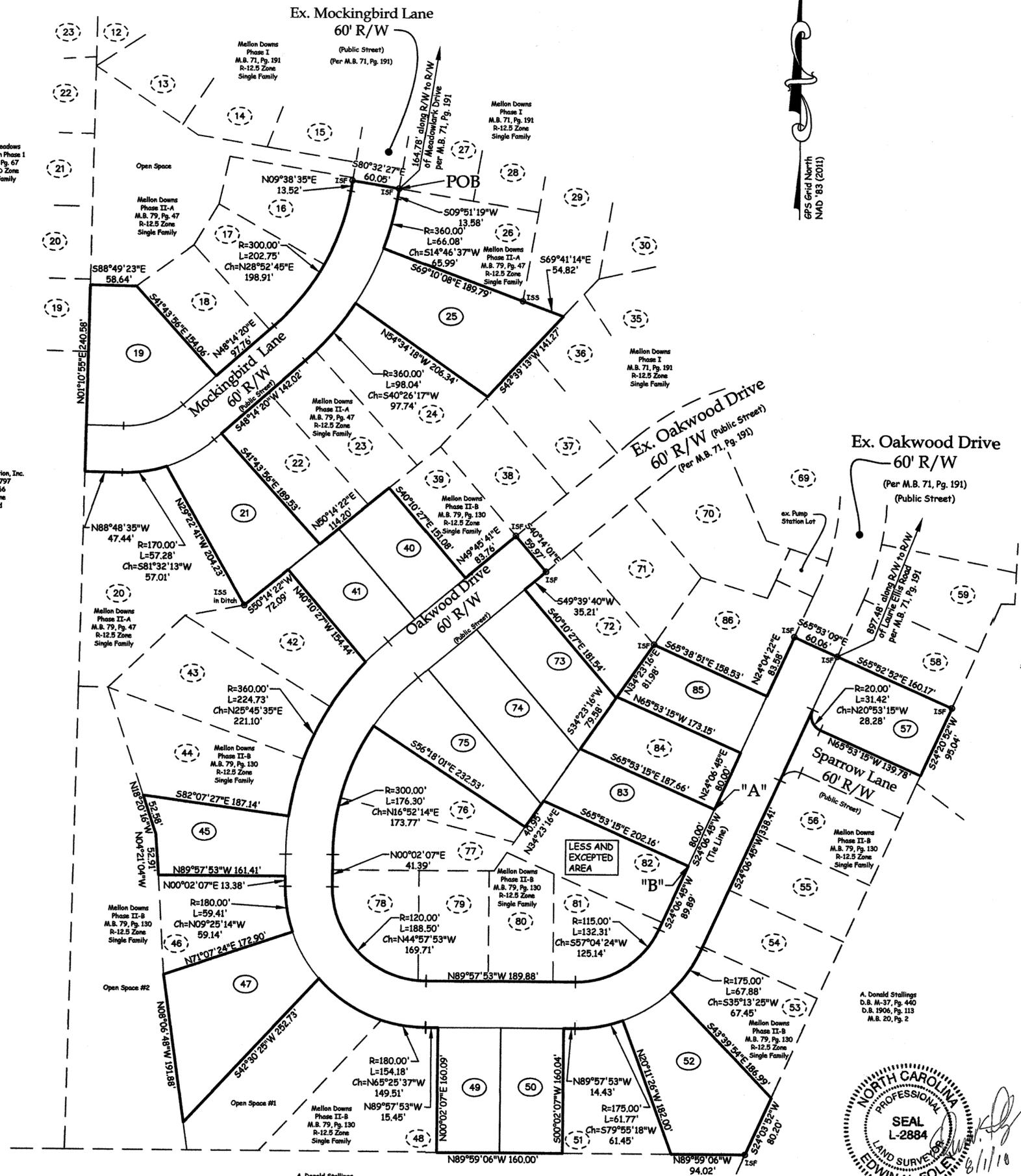
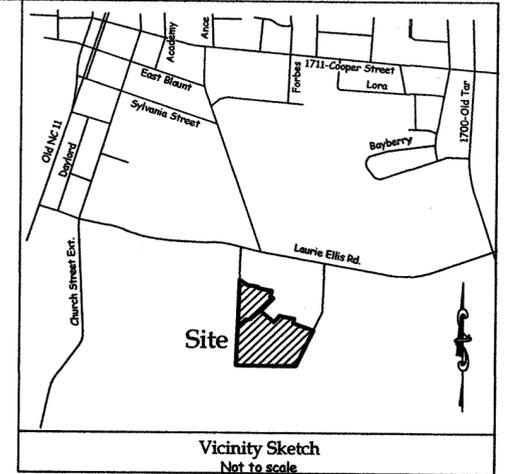
A. Donald Stallings
D.B. M-37, Pg. 440
D.B. 1906, Pg. 113
M.B. 15, Pg. 21

Field Book: N/A
Disk Name: ACAD 2530
Filename: Mellon Downs Annex.dwg KHW
Job No.: S180725-6854

LEGEND:

- Ac. - Acreage
- AG - Above Ground
- BG - Below Ground
- C - Centerline
- Comp. - Computed Point
- D.B. - Deed Book
- O ISS - Iron Stake Set
- O ISF - Iron Stake Found
- O IPF - Iron Pipe Found
- M.B. - Map Book
- O RISS - Reference Iron Stake Set
- [] - Distance to Reference Iron R/W - Right-of-way

(23) - Adjoining Lot Number
POB - Point of Beginning for Annexation Description



Petitioners List

Lot Number	Owner
19	Alexander & Jennifer Alves
21	Matthew & Nicole Carrowan
25	Julie Tucker
40	April & Jerimiah Vernon
41	Dytanyain Lamb
45	Eric & Amanda Hardy
47	Keith & Nichole Richards
49	Thomas & Tonya Allen
50	Kaitlyn & Bryce Jones
52	Vickie Harrington
57	Javon & Darnesha Brumsey
73	Gerret & Kimberly Smith
74	Charles & Arden Walt
75	John Collins & Ginny Gilmore
83	Ryan & Jennifer Zimmerman
85	Heather & Brian Greisiger

This map was prepared from recorded information and not by actual survey.

ANNEXATION MAP - 9.08 ACRES

LOTS 19, 21, 25, 40, 41, 45, 47, 49, 50, 52, 57, 73, 74, 75, 83, 85, MOCKINGBIRD LANE & OAKWOOD DRIVE MELLON DOWNS PHASE II-A & II-B
Winterville Twp., Pitt Co., North Carolina

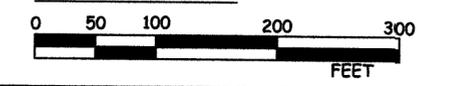
Owners:

See Petitioners List

DATE: 07/30/18

SCALE: 1"=100'

GRAPHIC SCALE: 1"=100'



PARKER & ASSOCIATES, INC.

Engineers - Surveyors - Planners
Jacksonville, North Carolina
P.O. Box 976 - 306 New Bridge Street - 28540
Phone (910) 455-2414 - www.ParkerJacksonville.com
N.C. Firm License Number: F-0108



**RESOLUTION DIRECTING THE TOWN CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NCGS 160A-31**

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

WHEREAS, petitions requesting annexation of an area described in said petitions were received August 2, 2017 through December 6, 2017 by the Town Council; and

WHEREAS, NCGS 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Winterville seems it advisable to proceed in response to this request for annexation.

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

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of the investigation.

Adopted this the 13th day of August, 2018.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: August 13, 2018
Presenter: Travis Welborn, Public Works
Director

Item to be Considered

Subject: 2017 Street Improvements Project – Addition of Vernon Ave. Patching.
Action Requested: Approval of Proposed Change Order to Patch Vernon Ave. from Drexel Ln. to Cooper St.
Attachments: N/A.

Prepared By: Travis Welborn, Public Works Director **Date:** 8/9/2018

ABSTRACT ROUTING:

TC FD TM 8/9/2018 Final tlp – 8/9/2018

Supporting Documentation

The condition of Vernon Avenue between Drexel Lane and Cooper Street has deteriorated rapidly since the harsh weather the Town experienced this winter. Due to its condition and need for immediate repair staff proposes to change order the repair into the current street improvements project. To remove the existing asphalt and subgrade to a depth of 10” and replace with 8” of new stone and 2” of asphalt the cost will be approximately \$48,068.00. I have also estimated a cost of approximately \$10,000.00 to undercut approximately one-half of the street subgrade a depth of 24” if unsuitable soils are encountered. There is likely to be a small amount of contingency money left when the current project is completed barring any unforeseen circumstances at Chapman Street. There is also \$100,000.00 in the current budget year approved for resurfacing. A combination of these funds would be used to cover the cost of this additional work. The Contractor has agreed to perform the additional work at the contract unit prices as well.

Additionally, there may be a small increase in the engineer’s fees for construction administration as the contract will need to be extended for the additional work. Due to the NCDOT Boyd Street project the contract will need to be extended regardless of Vernon Ave. due to staff wanting to avoid issues with the NCDOT contractor damaging new asphalt on Chapman Street.

Budgetary Impact: Funds for the additional work and any additional Engineering fees are available in the current project contract and the current fiscal year’s approved budget.

Recommendation: Approval of additional patching at Vernon Ave. and associated engineering fees (if any).