



**TOWN COUNCIL AGENDA - AMENDED
MONDAY, JANUARY 13, 2020 - 7:00 PM
WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. CALL TO ORDER.**
- II. INVOCATION.**
- III. PLEDGE OF ALLEGIANCE.**
- IV. WELCOME.**
- V. APPROVAL OF AGENDA.**
- VI. PROCLAMATIONS:**
 1. Dr. Martin Luther King, Jr.
 2. Human Trafficking Awareness and Prevention Month.
- VII. PRESENTATIONS**
 1. Audit Presentation – Michael Jordan – Carr, Riggs, Ingram, LLC. Goldsboro NC.
- VIII. PUBLIC HEARINGS:**
 1. Brookfield, Section 4, Phase 2 – Annexation.
- IX. PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
- X. CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
 1. Approval of the following sets of Council Meeting Minutes:
 - December 9, 2019.
 2. Tax Release and Refund.
 3. Budget Amendment: 2019-2020-4.
 4. Audit Contract Amendment for fiscal year 2018 – 2019.

XI. NEW BUSINESS:

1. New Electric Territory Easement Survey Contract – Rivers Associates.
2. Fingerprinting Fee / New Digital Fingerprint Machine – Police Department.

XII. OTHER AGENDA ITEMS:

XIII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:

XIV. REPORTS FROM DEPARTMENT HEADS:

- ❖ Minimum Housing/Code Enforcement (TLP)
- ❖ Tar Road Widening Project – Electric Engineering/Relocation (RS)
- ❖ New Electric Territory Engineering/Installation (RS)
- ❖ Fork Swamp Greenway Project (EJ)
- ❖ Multi-Purpose Building Site Plan (EJ)
- ❖ Winterville Market/Town Common Plan (BW)
- ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (TW)
- ❖ 2018 Sewer Rehabilitation Project (TW)
- ❖ Church Street Pump Station Rehabilitation (TW)
- ❖ Cemetery Expansion Project (BW)

XV. ANNOUNCEMENTS:

1. Martin Luther King Day Holiday: Monday, January 20, 2020, Town Offices Closed.
2. Planning and Zoning Board Meeting: Tuesday, January 21, 2020 @ 7:00 pm in THAR.
3. Board of Adjustment Meeting: Tuesday, January 21, 2020 @ 7:00 pm (immediately following the Planning and Zoning Board Meeting, if needed) in THAR.
4. Town Council Vision Setting Meeting: Monday, January 27, 2020 @ 5:30 pm in the Winterville Train Depot.
5. Recreation Advisory Board: Tuesday, January 28, 2020 @ 6:30 pm in the Operations Center Conference Room.

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

XVII. ADJOURN.

SPECIAL NOTICE: *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 215-2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



PROCLAMATION
HONORING DR. MARTIN LUTHER KING, JR. DAY

WHEREAS, Dr. Martin Luther King, Jr. was a great moral leader who espoused peace and the brotherhood of man; and

WHEREAS, Dr. King advanced the cause of the attainment of social changes for all people and the establishment of "The Beloved Community" worldwide; and

WHEREAS, Dr. Martin Luther King, Jr. admonished us to have faith, wisdom, and conviction that racial harmony can be achieved and left us a blueprint for harmonious relationships, let us, therefore, embrace his principles of love, peace and non-violence as well as freedom and justice for all; and

WHEREAS, the Congress and the President of the United States have established by law a national holiday to observe the anniversary of Dr. King's birth; and

WHEREAS, the State of North Carolina has established the third Monday in January as a legal holiday in honor of his birth;

NOW, THEREFORE, I, Douglas A. Jackson, Mayor of the Town of Winterville hereby proclaim January 20, 2020, as "DR. MARTIN LUTHER KING, JR. DAY" throughout the Town of Winterville. I urge all citizens to avail themselves of the splendid opportunity to remember and celebrate the life of Dr. King, whose struggle for civil rights and noble pursuit of equality for all Americans deserve our heartfelt appreciation.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 13th day of January, 2020.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION

Human Trafficking Awareness and Prevention Month

WHEREAS, human trafficking involves the recruitment, harboring, transportation, provision, buying or selling of human beings for their services of labor or commercial sex through the use of force, fraud or coercion; and

WHEREAS, human trafficking violates basic human rights and deprives victims of human dignity and freedom. Victims are dehumanized and forced into modern-day slavery; and

WHEREAS, human trafficking is a growing global and national problem, with North Carolina being consistently ranked among the top ten states for prevalence in human trafficking; and

WHEREAS, it is imperative that we educate our communities, our young people, and families to take an active interest in learning how to recognize the risks and resist predators who use coercion and threats to manipulate children as young as 12 into labor or sex trafficking; and

WHEREAS, in recognition of the need for that education, the NC General Assembly enacted legislation mandating that sex trafficking prevention and awareness information be included in the sexual health education curriculum; and

WHEREAS, the NC General Assembly enacted legislation in 2019 mandating that sex trafficking training be provided to all public school personnel; and

WHEREAS, the Pitt County Coalition Against Human Trafficking seeks to eradicate human trafficking by empowering organizations and individuals through collaboration, leadership, and training; and

WHEREAS, the Town of Winterville is committed to protecting people vulnerable to human trafficking and taking action to end human trafficking through prevention, prosecution, and partnerships.

IN WITNESS WHEREOF, I, do hereby proclaim January 2020 as "Human Trafficking Awareness and Prevention Month", and commend its observance to all citizens and set my hand, and cause the seal of Winterville to be affixed this 13th day of January, 2020.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: January 13, 2020

Presenter: Michael Jordan, CPA, Carr, Riggs and Ingram, LLC. and Anthony Bowers, Finance Director

Item to be Considered

Subject: Presentation of the 2018-2019 Audit Report.

Action Requested: None.

Attachment: Presentation will be provided once we have it from CRI.

Prepared By: Anthony Bowers, Finance Director

Date: 1/6/2020

ABSTRACT ROUTING:

TC: 1/7/2020

TM: 1/7/2020

Final: tlp - 1/7/2020

Supporting Documentation

Mr. Michael Jordan will be here to present the 2018-2019 audit findings. Mr. Jordan is a partner with Carr, Riggs and Ingram LLC. Mr. Jordan is representing CRI from the Goldsboro office. We will provide the Council with the CAFR (Comprehensive Annual Financial Report) once printing has been completed.

Budgetary Impact: NA.

Recommendation: NA.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings
Meeting Date: January 13, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Brookfield, Section 4, Phase 2 – Annexation.

Action Requested: Hold a Public Hearing.

Attachment: Annexation Petition, Annexation Map, Legal Description, Annexation Ordinance, Notice of Publication, Notice to Adjacent Property Owners.

Prepared By: Bryan Jones, Planning Director

Date: 12/23/2019

ABSTRACT ROUTING:

TC: 1/7/2020

TM: 1/7/2020

Final: tlp - 1/7/2020

Supporting Documentation

The property owner of a portion of Parcel 25766 (Brookfield, Section 4, Phase 2) is applying for annexation into the Town limits.

Brookfield, Section 4, Phase 2:

Location: Laurie Ellis Road west of its intersection with Old Tar Road.

Size: 12.535 Acres.

Zoned: R-10 CUD.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (11/12/19).

2nd Council Meeting: Schedule a Public Hearing for the Annexation (12/9/19).

3rd Council Meeting: Hold Public Hearing on the Annexation (1/13/20).

Budgetary Impact: TBD

Recommendation: Hold the Public Hearing.

PETITION REQUESTING ANNEXATION

Date: October 17, 2019

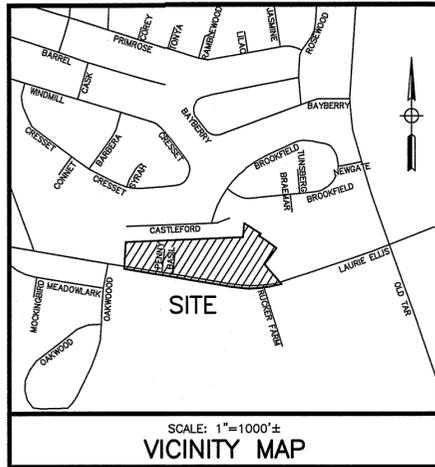
TO THE BOARD OF ALDERMEN OF THE TOWN OF WINTERVILLE

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

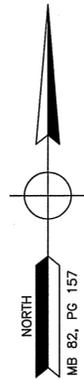
Description

Being 12.535 acres off the northern right-of-way of NCSR 1713 – Laurie Ellis Road, Pitt County Tax Parcel #25766 as described in e-mailed legal description.

<u>Name</u>	<u>Address</u>
<u>Cooper Island Development, LLC</u>	<u>P.O. Box 606</u> <u>Greenville, NC 27835</u>



SCALE: 1"=1000'±
VICINITY MAP



SINGLE-FAMILY
SHANNON DANIELS
and PAULA L. TYRE
DB 3415, PG 389
MB 71, PG 191

LEGEND

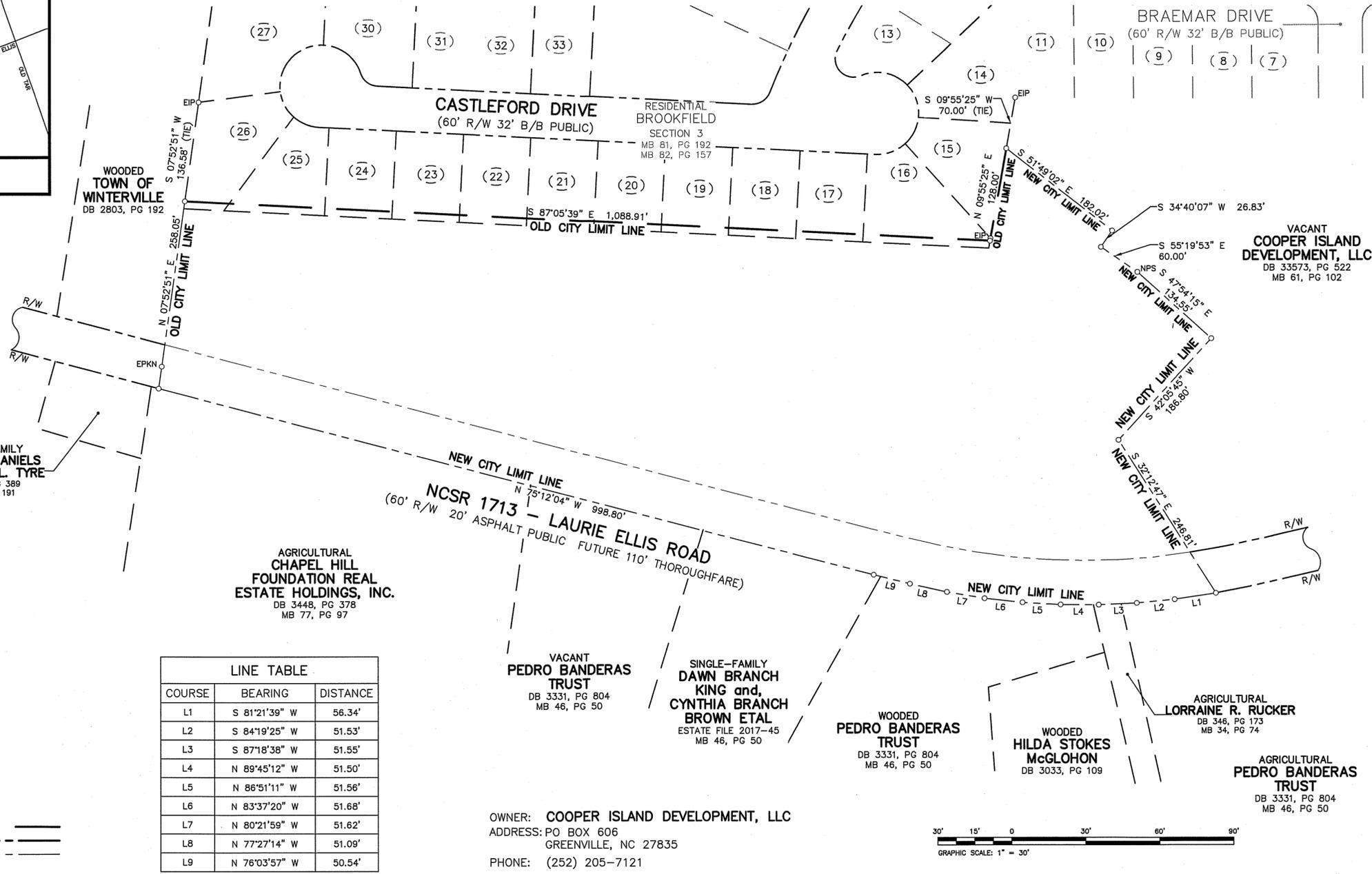
R/W = RIGHT-OF-WAY
EIP = EXISTING IRON PIPE
SIP = SET IRON PIPE

LEGEND

NEW CITY LIMIT LINE = _____
OLD CITY LIMIT LINE = - - - - -
CITY LIMIT LINE = - - - - -

GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS OF A SURVEY THAT IS OF ANOTHER CATEGORY.
3. REFERENCE: A PORTION OF A PROPERTY AS DESCRIBED IN DEED BOOK 3573, PAGE 522 OF THE PITT COUNTY REGISTER OF DEEDS.
4. IRON PIPES TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.



LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 81°21'39" W	56.34'
L2	S 84°19'25" W	51.53'
L3	S 87°18'38" W	51.55'
L4	N 89°45'12" W	51.50'
L5	N 86°51'11" W	51.56'
L6	N 83°37'20" W	51.68'
L7	N 80°21'59" W	51.62'
L8	N 77°27'14" W	51.09'
L9	N 76°03'57" W	50.54'

OWNER: COOPER ISLAND DEVELOPMENT, LLC
ADDRESS: PO BOX 606
GREENVILLE, NC 27835
PHONE: (252) 205-7121



CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL FIELD LAND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINE; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2019.
MICHAEL WEST BALDWIN, PLS L-3082



STATE OF NORTH CAROLINA
COUNTY OF PITT
I, _____ REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
DATE _____
REVIEW OFFICER _____

MAP SHOWING AREA ANNEXED BY
TOWN OF WINTERVILLE, N.C.
ORDINANCE NO. _____ AREA 12.535 AC.
ACCEPTED FOR THE TOWN OF WINTERVILLE
MAYOR _____ DATE _____

ANNEXATION MAP FOR
BROOKFIELD
SECTION 4, PHASE 2
REFERENCE: A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 3573, PAGE 522 OF THE PITT COUNTY REGISTER OF DEEDS
WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

SURVEYED: BW	APPROVED: MWB
DRAWN: MAH/NRW	DATE: 10/07/19
CHECKED: MWB	SCALE: 1" = 100'



Y:\DRAWINGS\16-150 BROOKFIELD SECT 4 PH 2.dwg Mon, Oct 07, 2019-4:26pm RWELLS

**LEGAL DESCRIPTION OF PROPERTY TO BE
ANNEXED INTO THE TOWN OF WINTERVILLE
BROOKFIELD, SECTION 4, PHASE 2
WINTERVILLE TOWNSHIP, PITT, NC
OCTOBER 17, 2019**

Beginning at a point on the northern right-of-way of NCSR 1713 (Laurie Ellis Road), said point being the southeastern corner of the Town of Winterville Property as described in Deed Book 2803, Page 192 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Leaving the northern right-of-way of NCSR 1713 (Laurie Ellis Road), N 07°52'51" E 197.59', thence S 87°05'39" E 1,088.91', thence N 09°55'25" E 128.00', thence S 51°49'02" E 182.02', thence S 34°40'07" W 26.83', thence S 55°19'53" E 60.00', thence S 47°54'15" E 134.55', thence S 42°05'45" W 186.80', thence S 32°12'47" E 246.81' to a point on the southern right-of-way of NCSR 1713 (Laurie Ellis Road), thence with the southern right-of-way of NCSR 1713 (Laurie Ellis Road), S 81°21'39" W 56.34', S 84°19'25" W 51.53', S 87°18'38" W 51.55', N 89°45'12" W 51.50', N 86°51'11" W 51.56', N 83°37'20" W 51.68', N 80°21'59" W 51.62', N 77°27'14" W 51.09', N 76°03'57" W 50.54' and N 75°12'04" W 998.80', thence crossing the right-of-way of NCSR 1713 (Laurie Ellis Road), N 07°52'51" E 60.46' to the point of beginning containing 12.535 acres and being a portion of the property described in Deed Book 3573, Page 522 of the Pitt County Register of Deeds.

Town of Winterville
Annexation Ordinance

Ordinance No: 20-O- 011

Property Annexed: Cooper Island Development, LLC – Brookfield, Section 4, Phase 2

Ordinance Adopted: January 13, 2020

Effective Date: January 31, 2020

Mail to:

Town of Winterville
Attn: Planning Department
2571 Railroad Street
Winterville, NC 28590

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

Cooper Island Development, LLC – Brookfield, Section 4, Phase 2

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

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

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Winterville Town Hall at 7:00 pm on January 13, 2020 after due notice was given by publication on December 31, 2019 and January 8, 2020; and

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

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

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described territory is hereby annexed and made part of the Town of Winterville as of January 31, 2020:

Cooper Island Development, LLC – Brookfield, Section 4, Phase 2

Lying and being situated in Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Beginning at a point on the northern right-of-way of NCSR 1713 (Laurie Ellis Road), said point being the southeastern corner of the Town of Winterville Property as described in Deed Book 2803, Page 192 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Leaving the northern right-of-way of NCSR 1713 (Laurie Ellis Road), N 07°52'51" E 197.59', thence S 87°05'39" E 1,088.91', thence N 09°55'25" E 128.00', thence S 51°49'02" E 182.02', thence S 34°40'07" W 26.83', thence S 55°19'53" E 60.00', thence S 47°54'15" E 134.55', thence S 42°05'45" W 186.80', thence S 32°12'47" E 246.81' to a point on the southern right-of-way of NCSR 1713 (Laurie Ellis Road), thence with the southern right-of-way of NCSR 1713 (Laurie Ellis Road), S 81°21'39" W 56.34', S 84°19'25" W 51.53', S 87°18'38" W 51.55', N 89°45'12" W 51.50', N 86°51'11" W 51.56', N 83°37'20" W 51.68', N 80°21'59" W 51.62', N 77°27'14" W 51.09', N 76°03'57" W 50.54' and N 75°12'04" W 998.80', thence crossing the right-of-way of NCSR 1713 (Laurie Ellis Road), N 07°52'51" E 60.46' to the point of beginning containing 12.535 acres and being a portion of the property described in Deed Book 3573, Page 522 of the Pitt County Register of Deeds.

Section 2. Upon and after September 30, 2019, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Winterville and shall be entitled to the same privileges and benefits as other parts of the Town of Winterville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10.

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

Adopted this the 13th day of January, 2020.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk

North Carolina

Pitt County

I hereby certify that the foregoing is a true and accurate copy of an ordinance duly adopted by the Town Council of the Town of Winterville, North Carolina, at a meeting held on January 13, 2020 at 7 o'clock pm at the Town Hall in the Town of Winterville.

IN WITNESS WHEREOF I have hereunto set my hand and have caused the official corporate seal of the Town of Winterville to be affixed, this ____ day of _____, 2020.

Donald Harvey, Town Clerk

North Carolina

Pitt County

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

WITNESS my hand and notarial seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

**NOTICE OF PUBLIC HEARING
Town of Winterville**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, January 13, 2020 at 7:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, to hold a Public Hearing on the following proposal:

The Town of Winterville has received an annexation petition from Cooper Island Development, LLC for Brookfield, Section 4, Phase 2.

Persons having an interest in this matter and desiring to speak either for or against the annexation are invited to be present and will be given the opportunity to be heard at the Town Council Public Hearing. For further information, contact the Winterville Planning Department at (252) 215-2360.

Notes to Publisher:

Legal Advertisement
legals@apgenc.com
(252) 329-9505

Subject: Annexation Brookfield, Section 4, Phase 2 Public Hearing

Please place the above as a legal advertisement in the Daily Reflector on **Tuesday, December 31, 2019 and Wednesday, January 8, 2020**. Should you have any questions please contact me.

Please forward the invoice and Affidavit of Publication to me to assist with payment.

Donald Harvey, Town Clerk, Town of Winterville
2571 Railroad Street/PO Box 1459, Winterville, NC 28590
(252) 215-2344 / don.harvey@wintervillenc.com

WILL KUHN HOMES
4226 DUNHAGAN ROAD
GREENVILLE, NC 27858

ANN F BORISOFF
414 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

PAUL WRIGHT
436 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

SAMUEL H HERRING
456 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

ANUJ AGGARWAL
465 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

CHARLES COPELAND
695 BROOKFIELD DRIVE
WINTERVILLE, NC 28590

CHAPEL HILL FOUNDATION
REAL ESTATE HOLDINGS
300 SOUTH BUILDING CN1000
CHAPEL HILL, NC 27599

HILDA STOKES MCGLOHON
920 WAINRIGHT LN
GREENVILLE, NC 27834

RUBEN E SOTO TERRON
406 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

CECIL L JACKSON
422 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

DAVID BOYD MOORE
444 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

JEFFERY ALAN THOMAS
462 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

ELEANOR BRODRICK
707 BROOKFIELD DRIVE
WINTERVILLE, NC 28590

SUE RUSSELL
689 BROOKFIELD DRIVE
WINTERVILLE, NC 28590

PEDRO BALERAS TURST
1036 MADISON AVE
SAN DIEGO, CA 92116

LORRAINE R RUCKER
4433 NORRIS STORE RD
AYDEN, NC 28513

PATRICIA JACKSON
408 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

GWINN HILDA GREY MCVEY
430 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

PETER RICHARDSON
450 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

ALVIN R WALSTON, JR
464 CASTLEFORD DRIVE
WINTERVILLE, NC 28590

BRITTANY STEWART
701 BROOKFIELD DRIVE
WINTERVILLE, NC 28590

CORY S PIERSON
683 BROOKFIELD DRIVE
WINTERVILLE, NC 28590

DAWN BRANCH KING
ETAL
3904 COLONY WOODS DRIVE
GREENVILLE, NC 27834



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: January 13, 2020

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Council Meeting Minutes.

Action Requested: Approval of Minutes.

Attachment: Draft Minutes of the Council meeting listed below.

Prepared By: Donald Harvey, Town Clerk

Date: 12/23/2019

ABSTRACT ROUTING:

TC: 1/7/2020

TM: 1/7/2020

Final: tlp - 1/7/2020

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- December 9, 2019 Regular Council meeting.

Budgetary Impact: NA.

Recommendation: Approval of Minutes.



**Winterville Town Council
December 9, 2019 – 7:00 PM
Regular Meeting Minutes**

The Winterville Town Council met in a Regular Meeting on the above date at 7:00 PM in the Town Hall Assembly Room, with Mayor Douglas A. Jackson presiding. The 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
Evan Johnston, Parks and Recreation Director
Bryan Jones, Planning Director
Donald Harvey, Town Clerk

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

INVOCATION: Councilman Moore gave the Invocation.

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

WELCOME: Mayor Jackson welcomed the public.

APPROVAL OF AGENDA:

Motion made by Councilman Moye and seconded by Councilwoman Roberson to approve the agenda. The motion carried unanimously, 5-0.

INSTALLATION AND OATH OF OFFICE OF NEWLY ELECTED TOWN OFFICIALS:

Councilman-Elect, Ricky Hines: Honorable Don Davis, Senator swore in Ricky Hines as Councilman as he repeated the Oath of Office.

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



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

**NORTH CAROLINA
PITT COUNTY
TOWN OF WINTERVILLE**

OATH OF OFFICE

I, Ricky Hines, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Councilman, so help me God.

Ricky Hines, Town Councilman

Honorable Don Davis, Senator

December 9, 2019

Date

Councilman-Elect, Tony Moore: Honorable Daniel Entzminger, Judge swore in Tony Moore as Councilman as he repeated the Oath of Office.

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



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

**NORTH CAROLINA
PITT COUNTY
TOWN OF WINTERVILLE**

OATH OF OFFICE

I, Tony Moore, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Councilman, so help me God.

Tony Moore, Town Councilman

Honorable Daniel Entzminger, Judge

December 9, 2019
Date

Councilwoman-Elect, Veronica Roberson: Honorable Cheryl T. Jordan, Chief Magistrate swore in Veronica Roberson as Councilwoman as she repeated the Oath of Office.

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



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

**NORTH CAROLINA
PITT COUNTY
TOWN OF WINTERVILLE**

OATH OF OFFICE

I, Veronica Roberson, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Councilwoman, so help me God.

Veronica Roberson, Town Councilwoman

Honorable Cheryl T. Jordan, Chief Magistrate

December 9, 2019

Date

Motion made by Mayor Pro Tem Smith and seconded by Councilman Moore to take a short break. The motion carried unanimously, 5-0.

Mayor Jackson called the meeting back to order.

APPOINTMENT OF MAYOR PRO-TEM:

Councilman Moore nominated Mayor Pro Tem Smith. Council Moyer nominated Councilwoman Roberson. Vote taken, Councilman Moore and Mayor Pro Tem Smith voted for Mayor Pro Tem Smith (2) and Councilman Moyer, Councilman Hines, Councilwoman Roberson voted for Councilwoman Roberson (3). Councilwoman Roberson appointed Mayor Pro Tem.

PUBLIC HEARINGS:

E & S Homes – Rezoning Request - Planning Director Jones gave the request with the following presentation:

Town of WINTERVILLE
A slice of the good life!

Town Council – December 9, 2019

**E & S Homes, LLC
Rezoning Request**

Presenter:
Bryan Jones,
Planning Director

Town of WINTERVILLE
A slice of the good life!

E & S Homes, LLC – Rezoning Request

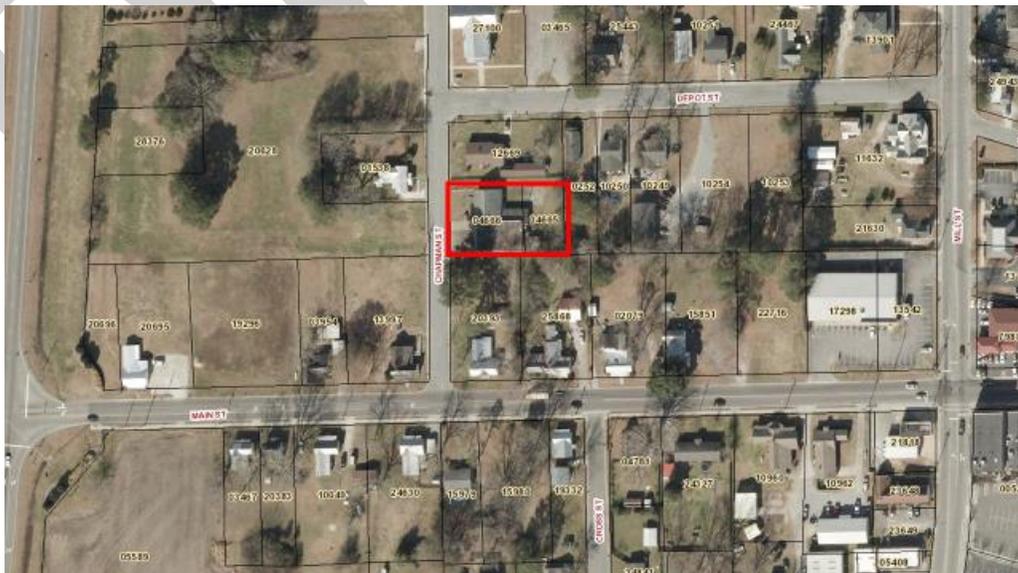
- Applicant: E & S Homes, LLC
- Location: Chapman Street north of its intersection with Main Street
- Parcel Number: 04666 and 04665
- Site Data: .40 acres
- Current Zoning District: R-6
- Proposed Zoning District: Central Business (CB)
- Reason for zoning change request: To allow the existing building to be used for office space.

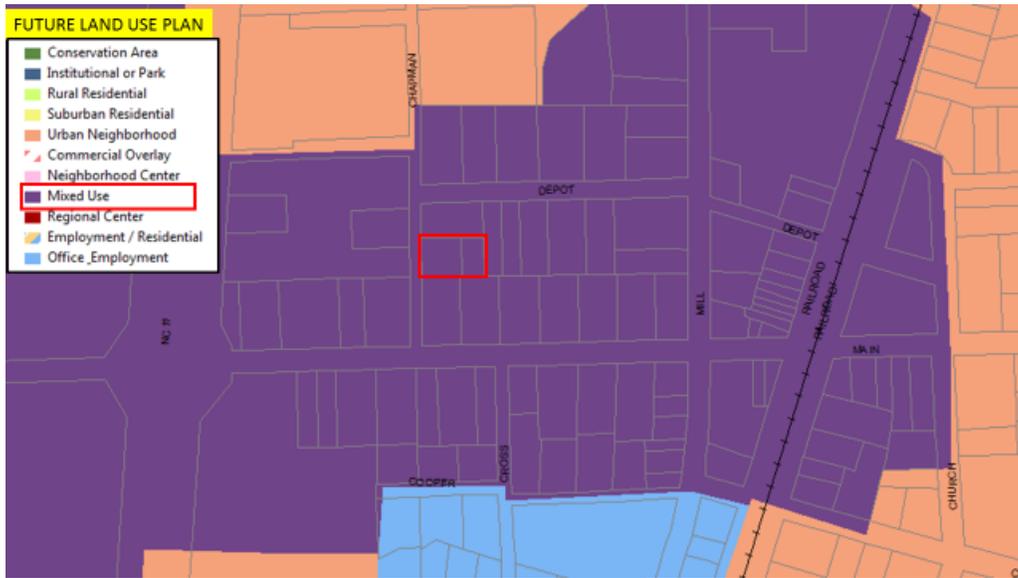
- Central Business District:
 - The purpose of the Central Business District (CB) is to maintain and enhance a compact business area for the retailing of durable and convenience goods and personal services for the surrounding community.



NOTIFICATIONS:

- Adjacent property owners were mailed notification of the rezoning request on November 22, 2019.
 - PH Notice was published in the Daily Reflector on November 27, 2019 and December 4, 2019
 - Notification was posted on the site on October 2, 2019.
 - Additional notifications were sent out prior to the October 21, 2019 P&Z Meeting.
- ❖ Planning and Zoning Board unanimously recommended approval at the October 21st meeting.





FUTURE LAND USE CHARACTER AREAS

- Conservation**
The 100-year floodplain is regulated in order to prevent loss during floods. These areas are appropriate for outdoor recreation, agriculture / silviculture, and are otherwise predominantly unsuitable for development. This area also includes cemeteries.
- Rural Residential**
Very low density, single family detached residential on very large lots in a rural setting. Generally less than 1 dwelling per acre, and almost always without sewer service. Industrial agricultural operations are still active in these locations.
- Suburban Residential**
Primarily the large lot, single family detached residential, that many people love about the town's housing stock. Generally 2-3 dwelling units per acre, larger lots, with front- and side-loaded garages. Smaller lot sizes occasionally if minimum standards for open space and amenities are exceeded.
- Urban Neighborhood**
Primarily medium-sized lots with single family detached residential and occasionally smaller-scale, context-sensitive patio homes and attached residential permitted if design criteria are met. Generally 3-8 dwellings per acre. Some small-scale services, restaurants, or offices encouraged at select locations with good access.
- Commercial Overlay**
Potential for small-scale commercial that is sensitive to existing residential development if good transportation access is possible.
- Neighborhood Center**
Context-appropriate commercial, retail, services, professional offices, and occasionally residential located at key locations and crossroads that serve the general neighborhood around them. Small-lot residential or patio homes and/or attached residential could be part of land use mix.
- Mixed Use Center**
Mix of commercial, retail, restaurants, and service-oriented businesses, with a variety of residential options, including multi-family, townhomes, and upper-story residential. Offices also potentially on upper floors. Walkable places with a pedestrian-focused "downtown" feel.
- Regional Center**
High- to medium-intensity commercial, retail and lodging uses that act as regional activity centers, with offices and residential potentially mixed in. Primarily auto-oriented destinations with national or regional businesses.
- Employment / Residential**
These areas could include office buildings, storage and flex uses, supporting commercial uses and/or medium to high-intensity residential uses.
- Office & Employment**
Large office buildings, manufacturing, distribution, and light- to medium-industrial uses, storage and flex uses, along with associated offices and supporting commercial uses.
- Institution or Park**
Community schools, the Pitt Community College campus, town parks, and open space areas form a fabric that knits the community together. New institutional, civic, and open space uses are potentially allowed in any future land use category.

FUTURE LAND USE CHARACTER AREA

Mixed Use Center

General Character
Mixed Use Centers allow flexibility to respond to market demands by emphasizing the form of development over use or intensity. These areas feel made for people and have just a little "hustle-and-bustle" with some small-town hospitality mixed in.

Typical Components	
Density	No limit on upper story residential, up to 20 units per acre elsewhere
Lot coverage	High to very high
Building height	2-4 stories
Parking	Off-street or on-street
Street pattern	Urban grid
Right-of-way width	50'-60', less for alleys
Block length	400'-600'
Drainage	Curb-and-gutter
Bicycle/Pedestrian	Wide sidewalks
Civic Space	10-20%. Plazas or greens as organizing elements, greenways, pocket parks, naturalized stormwater detention
Potential zoning	C-B, possibly M-R, G-B, C-N or O-1, potentially a need for a new district

Uses
Retail, restaurants, and shopping create active street frontage, with upper story residential and office adding diversity. Stand-alone commercial, office and multi-family possible as part of larger-scale developments. Smaller detached and attached housing options blend with existing homes.

Buildings & Parking
Buildings are packed closely together and pulled up to the street, which creates a walkable environment. On-street parking and high lot coverage maximize the amount of attractions available.

Streets & Connections
The streets have wide sidewalks that foster an active pedestrian environment. The tight grid and pleasant streetscapes encourage walking and window-shopping.

Examples of Mixed Use Center

- Planning Staff finds the request is reasonable and in the public interest because the proposed zoning district is compatible with surrounding land uses and the future land use plan.
- Staff recommends approval of the request to rezone 0.40 acres from R-6 to Central Business (CB).



REZONING PROCESS:

- Planning and Zoning Board unanimously recommended approval of the request on October 21, 2019.
- Town Council is will now hold a public hearing regarding this request.



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

Brandon Smith, applicant, spoke noting they plan to repurpose the building for use as an office for his construction company.

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

Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the rezoning request from E & S Homes. Motion carried unanimously, 5-0.

**AN ORDINANCE TO AMEND CHAPTER 155
ZONING ORDINANCE OF THE
CODE OF ORDINANCES OF THE
TOWN OF WINTERVILLE, NORTH CAROLINA
OFFICIAL ZONING MAP**

WHEREAS, E & S Homes, LLC has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of the property described herein of R-6 District to Central Business District (CB); and

WHEREAS, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 7:00 p.m. on December 9, 2019, after due notice publication on November 27, 2019 and December 4, 2019; and

WHEREAS, due notice of said public hearing was also given by first class mail to the owners of all parcels, as shown on the County Tax Records, adjoining the parcel under consideration, certification of which has been to the Winterville Town Council; and

WHEREAS, due notice of said public hearing was also given by posting a rezoning request notice on the subject property;

WHEREAS, the Winterville Town Council finds that the proposed rezoning is in compliance with the Town of Winterville’s Comprehensive Land Use Plan;

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

Section 1. The Town Of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from R-6 District to Central Business District (CB):

E & S Homes, LLC, a 0.42 acre tract land located on the east side of Chapman Street, Tax Parcels 04666 and 04665, and being more particularly described on the attached legal description provided below:

**LEGAL DESCRIPTION OF PROPERTY
REZONED FROM R-6 TO CB
E & S HOMES, LLC
WINTERVILLE TOWNSHIP, PITT, NC**

Lying and being situate in Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Beginning at a point on the eastern right-of-way of Chapman Street, said point being the southwestern corner of the Joey Lee Joyner and brother, Michael Wayne Joyner Property as described in Deed Book 3248, Page 535 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Leaving the eastern right-of-way of Chapman Street, S 86°30'00" E 166.29', thence S 03°14'32" W 109.90', thence N 86°06'28" W 71.60', thence N 86°47'30" W 96.26' to an existing iron stake on the eastern right-of-way of Chapman Street, thence with the eastern right-of-way of Chapman Street, N 04°03'22" E 109.90' to the point of beginning containing 0.421 acre.

End of Legal Description

Section 2. This action shall be shown on the Official Zoning Map.

Section 3. This ordinance shall become effective upon adoption.

Adopted this 9th day of December, 2019.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk

PUBLIC COMMENT: Mayor Jackson read the Public Comment Policy.

Dr. Glenn Johnson presented information on a Planning Development Project.

CONSENT AGENDA:

Items included in the Consent Agenda:

1. Approval of the following set of Council Meeting Minutes:
 - November 12, 2019 Regular Meeting Minutes.
2. Approval of 2020 Calendars:
 - 2020 Regular Council Meeting Calendar; and
 - FY 2020 - 2021 Budget Calendar.
3. Schedule Public Hearing for the Annexation of Brookfield, Section 4, Phase 2 on Monday, January 13, 2020.
4. Budget Amendment: 2019-2020-3.

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

OLD BUSINESS:

Nobel Canal Bank Stabilization – NCDENR DWR Grant Application – Authorizing Resolution: Assistant Town Manager Williams gave a presentation on the Application.

DRAFT

**NCDENR Division of Water Resources
Water Resources Project Development Grant
Resolution**

WHEREAS, the Winterville Town Council desires to sponsor Nobel Canal Stream Bank Stabilization in order to reduce erosion and potential impacts to existing structures.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Council requests the State of North Carolina to provide financial assistance to Town of Winterville for Nobel Canal Stream Bank Stabilization in the amount of \$90,000 or 50% of project construction cost, whichever is the lesser amount;
- 2) The Council assumes full obligation for payment of the balance of project costs;
- 3) The Council will obtain all necessary State and Federal permits;
- 4) The Council will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Council will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Council will obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) The Council will assure that the project is open for use by the public on an equal basis with no restrictions;
- 8) The Council will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) The Council accepts responsibility for the operation and maintenance of the completed project.

Adopted by the Town Council this the 9th day of December, 2019.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk

Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moye and seconded by Councilwoman Roberson to approve authorizing Resolution 19-R-121. The motion carried unanimously, 3-2. Councilman Moore and Mayor Pro Tem Smith opposed.

Sanitary Sewer Rehabilitation – SRF Offer and Acceptance Resolution: Assistant Town Manager Williams gave a presentation on the acceptance resolution.

Resolution No. 19-R-122

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a State Revolving Loan in the amount of \$3,532,200 for the construction of sanitary sewer collection system rehabilitation, and

WHEREAS, the Town of Winterville (Applicant) intends to construct said project in accordance with the approved plans and specifications,

NOW THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE TOWN OF WINTERVILLE:

That the Town of Winterville does hereby accept the State Revolving Loan offer of \$3,532,200.

That the Town of Winterville does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer, Section II Assurances will be adhered to.

That Terri L. Parker, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Town of Winterville has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted by the Town Council this the 9th day of December, 2019.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and Clerk of the Town of Winterville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 9th day of December, 2019; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of December, 2019.

(Signature of Recording Officer)

Town Clerk
(Title of Recording Officer)

Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve the offer and acceptance Resolution 19-R-122. The motion carried unanimously, 5-0.

NEW BUSINESS:

Pedro Balderas Trust – Final Plat: Planning Director Jones gave a presentation on the Final Plat.

Town of
WINTERVILLE
A slice of the good life!

Town Council – December 9, 2019

**PEDRO BALDERAS TRUST
Final Plat**

Presenter:
Bryan Jones,
Planning Director



Town of
WINTERVILLE
A slice of the good life!

Pedro Balderas Trust – Final Plat

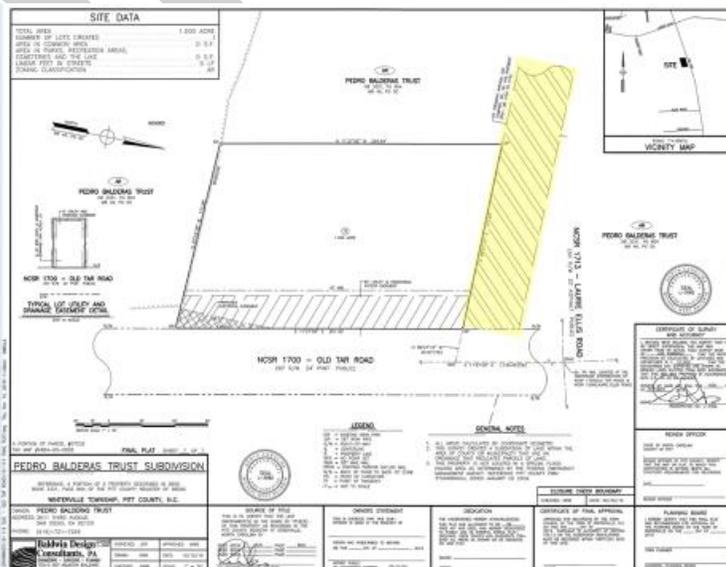
- Site Data:
 - Location: Old Tar Road south of its intersection with Laurie Ellis Road (ETJ)
 - Parcel Number: 07032
 - Size: 1 Lot, 1.0 Acre
 - Zoning: AR



- Minor Subdivisions:
 - Less than 5 lots.
 - Less than 10 acres.
 - No dedication of new streets.
 - Doesn't involve the dedication of land for open space, school sites, or other public services.



- Minor Subdivisions – Approval Process:
 - No preliminary submittal required.
 - Final Plat approval by Town Council on recommendation by the Planning and Zoning Board.
 - Planning and Zoning Board unanimously recommended approval of the Final Plat at the November 18, 2019 meeting.





Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve the Pedro Balderas Trust – Final Plat. The motion carried unanimously, 5-0.

Comprehensive Plan Training Session: Planning Director Jones gave a choice of dates for a Training Session.

Council discussed best date for training.

Motion made by Councilman Hines and seconded by Councilwoman Roberson to hold the training session on February 6, 2020, 9 am – 12 noon. The motion carried unanimously, 5-0.

District 1A Electric Territory Expansion Design and Engineering Contract: Electric Director Sutton gave a presentation on the design and engineering contract for the electric territory expansion.

Town of Winterville
 Area 1A
 New Territory Upgrades

Engineering Budget

Personnel	Tasks					TOTALS
	1	2	3	4	5	
Professional Engineer	5	5	15	5	5	35
Project Manager	5	5	20	5	5	40
Project Engineer	10	10	40	10	40	110
Field Engineer	25	10	200	20	100	355
Engineering Tech	25	5	150	20		200
CAD Tech	20		20	40		80
Administrative Assistant	10		80	50		140
Total Estimated Man-Hours	100	35	525	150	150	960
Subtotal - Labor Expenses	\$9,275.00	\$4,225.00	\$49,050.00	\$12,600.00	\$17,100.00	\$92,250.00
Subtotal - Other Expenses (Meals, Mileage, Printing, Telephone, Etc.)	\$750.00	\$500.00	\$2,000.00	\$5,000.00	\$2,500.00	\$10,750.00
Subtotal - Labor & Expenses	\$10,025.00	\$4,725.00	\$51,050.00	\$17,600.00	\$19,600.00	\$103,000.00

Scope of Work

Estimated consulting engineering services costs have been separated into the following task numbers with general task work descriptions:

\$10,025.00	Task 1 Preliminary Design	Prepare preliminary plan for system upgrades. Confirm preliminary design with Town staff.
\$4,725.00	Task 2 Preliminary Construction Costs	Determine preliminary construction cost for Area 1A
\$51,050.00	Task 3 Field Engineering Staking	Identify routes, materials and field staking.
\$17,600.00	Task 4 Bid Documents and Administration	Coordinate with the Town to advertise for construction and material bids. Provide staking sheets and necessary information for potential bidders. Receive and evaluate bids. Provide Recommendation to the Town.
\$19,600.00	Task 5 Construction Administration	Provide construction administration, as needed.

Total: \$103,000.00

APPENDIX A

REQUEST FOR SERVICES

This REQUEST FOR SERVICES is entered into as of the 3rd day of December, 2019 by and between **Pike Engineering, LLC (f/k/a UC Synergetic, LLC)** ("Company") and the **Town of Winterville** ("Client"), is issued pursuant to that certain Master Services Agreement (the "Agreement") by and between Company and Client dated as of **September 13, 2017**. Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement. This Request for Services is entered into by the parties hereto to stipulate the scope of Services to be provided by Company to Client and the related pricing and other additional terms.

I. Scope of Services:

Company shall perform the following Services for Client:

Overhead and Underground Distribution design and engineering services for Service Area 1A identified in the service area study. This Engineering project will be completed on an hourly not to exceed amount of \$103,000.00

II. Schedule:

Begin work on approval of the Client.

III. Pricing/Compensation:

See Attachment A for hourly rate schedule by classification

IV. Information to be furnished to Company by Client:

Client shall provide the following information to Company in connection with the Services:

- Project scoping information
- Access to Engineering Manual and Specifications

V. Information to be furnished to Client by Company:

Company shall provide the following information to Client in connection with the Services:

- Completed design packages for each assigned work scope to include staking sheets and detailed estimate

VI. Designated Representatives:

Company Designated Director: Jordan Overbee, PE

Company Designated Project Manager: John Palmiter, PE

Client Designated Representative: Robert Sutton

VII. Additional Terms (if applicable):

IN WITNESS WHEREOF, each of the parties has caused this Request for Services to be signed by a duly authorized representative as of the date first set forth above.

Pike Engineering, LLC

Town of Winterville

By: Byron L Bass

By: _____

Name: Byron L Bass

Name: _____

Title: Vice President

Title: _____



2019-2020 Rates for Town of Winterville

Reference Master Services Agreement between Pike Engineering and Town of Winterville dated September 13, 2017.

Distribution Engineering & Design Rates

Classification	Hourly Rates	
	Straight Time	Overtime
Description	Hourly Rate	Overtime
Professional Engineer	\$120.00	
Project Manager	\$100.00	
Senior Distribution Designer	\$85.00	\$101.25
Distribution Designer	\$75.00	\$87.75
Distribution Staking Technician	\$65.00	\$74.25
CAD/GIS Technician	\$50.00	\$67.50
Administrative Support	\$45.00	\$60.75

Labor Rates Include the Following Indirect Charges:

- Benefits and Overheads
- Computer System Costs – Hardware & Software
- US Mail & Office Supplies
- Facilities Costs including Telecommunications

The following expenses will be billed at cost, without mark-up:

- Project Specific General or Administrative Direct Purchases
- Outside services such as printing, reprographics, Fed Ex, etc
- Reasonable & Customary Travel Expense such as hotel, mileage reimbursements per IRS guidelines, etc
- Employee Meal Per Diem for local work billed at \$45 per work day

The following costs will be billed at cost plus 10% mark-up:

- Subcontractors

Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve the Pike Engineering contract for the electric territory expansion. The motion carried unanimously, 5-0.

2020 Street Improvements Project Engineering Contract: Public Works Director Welborn gave a presentation on the engineering contract for the 2020 street improvements project.



November 22, 2019

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

Subject: Engagement for Engineering Services
Town of Winterville
2020 Street Improvements
Town of Winterville, Pitt County, North Carolina

Dear Mr. Welborn:

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

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

Project Understanding. It is our understanding that the Town of Winterville will from time to time require consulting services regarding such items as (but not limited to) feasibility studies, site design and permitting, stormwater design and permitting, utility design and permitting and roadway design and permitting. Initially, the Town of Winterville has requested that Ark Consulting Group assist in preparing construction plans and specifications for street and storm drainage improvements along four (4) Town streets. The locations are as follows: Cedar Ridge Drive adjacent to the Town's Pump Station in Cedar Ridge; Milton Drive from its intersection at Vernon White Road to Roxie Court; Roxie Court; and Corey Street at a pipe crossing between Cooper Street and Lora Lane. As such, Ark Consulting Group proposes the following scope of services.

Scope of Services

Task 1 – Construction Plans & Technical Specifications:

- a) Perform a project walk through with the Public Works Director to establish the extents of pavement and storm drainage repairs prior to beginning construction document preparation.
- b) Street and storm drainage improvements shall be performed within the areas as indicated on Attachment II.
- c) Prepare Construction Drawings and Technical Specifications consisting of plan view plan sheets and construction details for street repairs and storm drainage improvements.

- d) Construction Drawings are anticipated to be prepared at 11"x17" format and will be included in the project manual with technical specifications and front-end documents. Plans for street repairs and storm drainage improvements will be prepared using available aerial photography and available GIS information. Field survey is specifically excluded from the scope of work but can be offered as an additional service upon request.
- e) Street and storm drainage improvements shall conform to Town of Winterville standards.

Task 2 – Bidding and Negotiations:

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

Task 3 – Construction Administration Phase:

- a) Attend Preconstruction Conference and prepare written minutes for distribution to Owner and Contractor.
- b) Provide periodic inspection of the street and storm drainage improvements (estimated at 10 site visits).
- c) Review Shop Drawing submittals.
- d) Review Contractor Pay Requests (estimated at 2 pay requests).
- e) Attend the final inspections for the project (1 pre-final inspection with the Contractor and 1 final inspection with the Owner and Contractor).

Additional Services

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

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

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

Fee and Schedule: Our fees are based primarily on the hourly rate for each engineer and technical staff devoting time to your project. Fees will be billed according to the attached rate schedule, which is subject to annual adjustment in December of each year. As to these tasks, direct reimbursable expenses will be billed at cost plus 15%. The fee estimates for Tasks 1 through 3 of the Base Scope are provided below. Ark Consulting Group will not exceed this fee estimate without written authorization from the Client.

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

Basic Scope Fee

Task 1 – Construction Plans & Technical Specifications	Lump Sum	\$7,400.00
Task 2 – Bidding and Negotiations	Lump Sum	\$4,500.00
Task 3 – Construction Administration	Hourly (Estimated)	\$10,000.00

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

1. Printing	\$200.00
-------------	----------

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

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

_____ Please email all invoices to _____

_____ Please copy _____

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

Respectfully submitted,
Ark Consulting Group, PLLC



Bryan C. Fagundus, P.E.
Principal

ACCEPTED BY:

Town of Winterville

By _____

Printed Name _____

Title _____

Date _____

Ark Consulting Group, PLLC

By  _____

Printed Name Bryan C. Fagundus, PE

Title Principal

Date November 22, 2019

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

**ARK CONSULTING GROUP, PLLC
STANDARD PROVISIONS
ATTACHMENT I**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(15) **CONSTRUCTION PHASE SERVICES.**

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

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

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

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

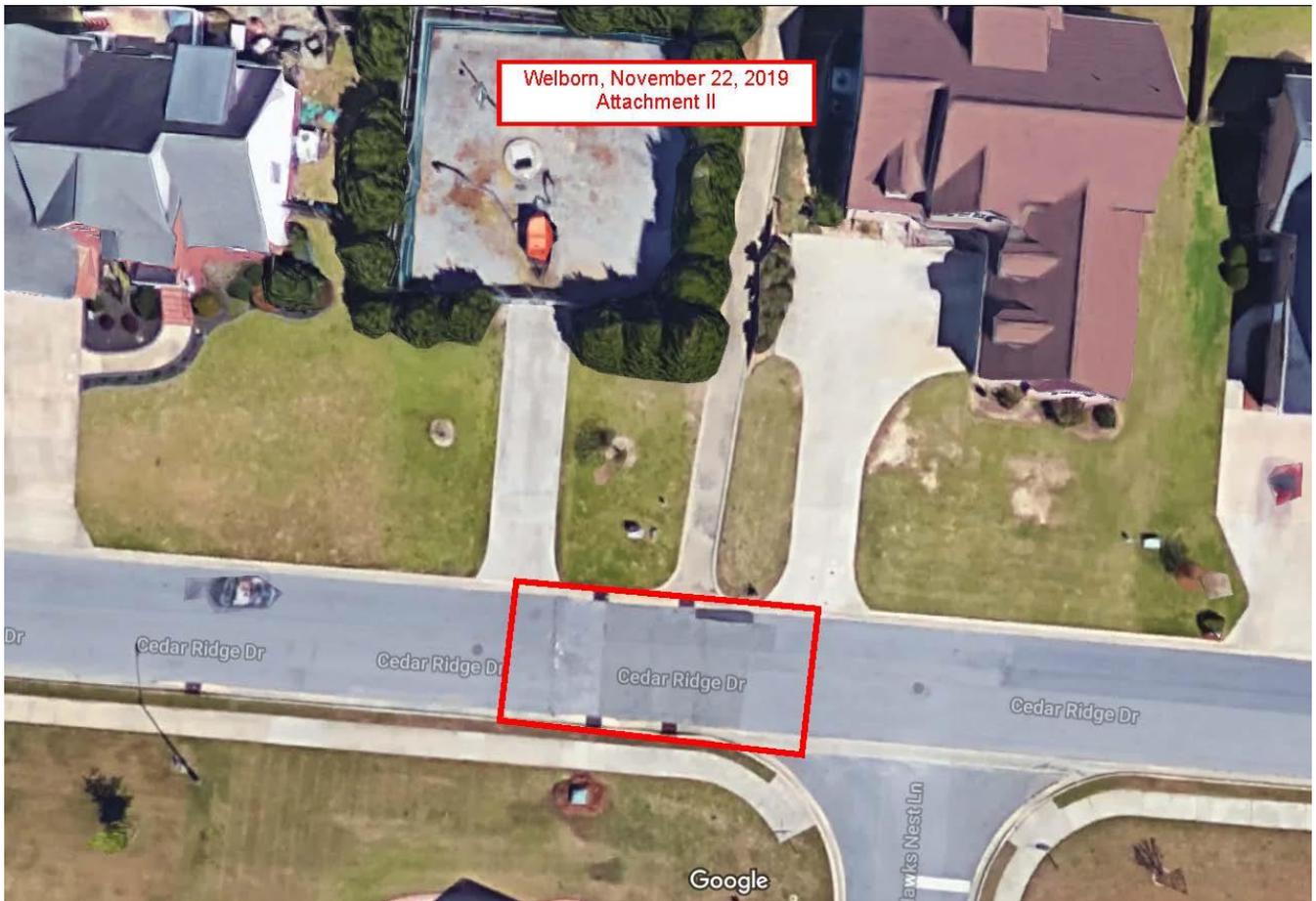
(17) **CONFIDENTIALITY.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically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

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



Welborn, November 22, 2019
Attachment II





DRAFT

**ARK CONSULTING GROUP, PLLC
STANDARD RATES
EFFECTIVE JANUARY 1, 2019
ATTACHMENT III**

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$145.00
Project Manager	\$130.00
Project Engineer	\$100.00
Design Engineer	\$90.00
Planner	\$80.00
Designer	\$80.00
CAD Technician	\$55.00
Project Administrator	\$60.00
Resident Project Representative	\$65.00
Administrative Assistant	\$40.00
Intern Tech	\$30.00
Sub-Consultants and Fees	1.10 x Cost
Travel	Current IRS Rate
Miscellaneous Expenses	Cost
 <u>PRINTING COST:</u>	
18" X 24" Bond	\$1.25 per sheet
24" x 36" Bond	\$2.00 per sheet
30" x 42" Bond	\$3.00 per sheet
18" x 24" Mylar	\$12.00 per sheet
24" x 36" Mylar	\$20.00 per sheet
8.5" x 11" B&W	\$0.05 per side
8.5" x 11" Color	\$0.25 per side
11" x 17" B&W	\$0.10 per side
11" x 17" Color	\$0.50 per side

D:\Dropbox (Ark)\03 - Support\Contract Forms\Rates 2019-01-01.doc

Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure.

Motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the contract with ARK Consulting Group for engineering services for the 2020 Street Improvements Project. The motion carried unanimously, 5-0.

OTHER AGENDA ITEMS:

None

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

Council Moyer asked staff to look into parking of large vehicles in residential areas that hinder vision. Town Manager Parker noted that staff is aware of the situation and others around Town. Staff will look into possible traffic hazards and areas that warrant investigation.

REPORTS FROM DEPARTMENT HEADS:

Staff gave updates on projects currently underway:

- ❖ Minimum Housing/Code Enforcement (TLP)
- ❖ Tar Road Widening Project – Electric Engineering/Relocation (RS)
- ❖ New Electric Territory Engineering/Installation (RS)
- ❖ Fork Swamp Greenway Project (EJ)
- ❖ Multi-Purpose Building Site Plan (EJ)
- ❖ Winterville Market/Town Common Plan (BW)
- ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (TW)
- ❖ 2018 Sewer Rehab (TW)
- ❖ Church Street Pump Station Rehabilitation (TW)
- ❖ Cemetery (BW)

Parks and Recreation Director Johnston reported on the Spring 2020 Cal Ripken Baseball Registration and the Daddy Daughter Dance on Friday, February 14, 2020.

Councilman Moore asked about the Town Cemetery. Town Manager Parker noted the staff would look at the budget. Councilman Moore asked if there are any spaces available. Finance Director Bowers said most are resales at this time. Town Manager Parker noted there is a need for additional spaces.

Councilman Hines asked about the potholes at the dumpster site behind the Cemetery. Public Works Director Welborn noted that the County was to fix the potholes, he will check on the status.

REPORTS FROM THE TOWN ATTORNEY, MAYOR, AND TOWN COUNCIL, AND TOWN MANAGER:

Attorney Lassiter: No report and there is no closed session tonight; He wished all a Merry Christmas.

Councilman Moore: Noted he was sorry about the weather for the parade, He wished all a Merry Christmas.

Councilwoman Roberson: Enjoyed what she could of the Christmas Parade and thanks to citizens for her reelection.

Mayor Pro-Tem Smith: He wished all a Merry Christmas.

Councilman Moyer: Enjoying the decorations and the Christmas festivities even with rain. He wished all a Merry Christmas.

Councilman Hines: Thanks to citizens for reelection and Merry Christmas to all.

Mayor Jackson: Congratulations to those sworn in tonight. Wish everyone a Merry Christmas.

Manager Parker: Congratulations to those reelected. Thanks to staff and an honor to have worked in local government for the past 30 years, 10 years in Winterville. Thanks to Mayor Pro Tem Smith and missed Mayor Jackson during his illness.

ANNOUNCEMENTS: Town Clerk Harvey gave the following announcements:

1. Cops on the Roof: Friday, December 13th at Walmart, 210 Greenville Blvd SW, Greenville.
2. Planning and Zoning Board Meeting: Monday, December 16th @ 7:00 pm in the THAR.
3. Board of Adjustment Meeting: Tuesday, December 17th @ 7:00 pm in the THAR.
4. Shop with a Cop: Saturday, December 21st.
5. Christmas Holidays: Tuesday, December 24th, Wednesday, December 25th, and Thursday, December 26th, Town Offices Closed.
6. New Year's Day: Wednesday, January 1, 2020, Town Offices Closed.

ADJOURN: Motion made by Mayor Pro Tem Smith and seconded by Councilman Moye to adjourn. The motion carried unanimously, 5-0. Meeting adjourned at 8:05 pm.

Adopted this the 13th day of January, 2020.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: January 13, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Release and Refund of Taxes.

Action Requested: Approve the Release and Refund of the Taxes.

Attachment: Listing of owners due release and refunds.

Prepared By: Anthony Bowers, Finance Director

Date: 1/6/2020

ABSTRACT ROUTING:

TC: 1/7/2020

TM: 1/7/2020

Final: tlp - 1/7/2020

Supporting Documentation

In general, tax refunds do not have a budgetary impact on the Town due to the fact that payments have been received twice for the same property. The total refunds are in the amount of \$23,675.14 and the total amount of releases are \$1,702.42

The Town Council has approved a resolution authorizing the Finance Officer to be able to approve the request for releases and refunds in amounts less than \$100.00 dollars.

Please see the attached information as submitted by the Tax Collector.

Budgetary Impact: None, as we will not amend the budget due to this small amount of releases.

Recommendation: Approve the release and refunds.

**Town of Winterville
Tax Refunds and Releases
12/30/2019**

Real Property Tax Refunds

Name	Year	Parcel	Date	Amount	Reason
CARRAWAY, LUTHER EDWARD	2019	31384	10/10/2019	33.46	Overpayment
CARRAWAY, LUTHER EDWARD	2019	57132	10/10/2019	12.97	Overpayment
DOCKERY, ANTHONY	2019	63295	10/10/2019	640.29	Overpayment
HUFFMAN, LENORA B	2019	31287	10/23/2019	187.35	Overpayment
FORBES, DORIS	2019	35328	12/6/2019	342.63	Overpayment
WILLIAMS, RONALD L	2019	43888	12/6/2019	521.69	Overpayment
HENDRICKSON, JARED A & CINDY	2019	80859	12/6/2019	400.00	Overpayment
WADE, RACHEL B	2019	68146	12/6/2019	639.73	Overpayment
CAINE, CIARA G	2019	31948	12/6/2019	365.59	Overpayment
THOMPSON, DONALD A	2019	65599	11/22/2019	1,567.88	Overpayment
BINEGAR, SHELLEY M.	2019	69934	12/6/2019	439.75	Overpayment
BROCK, GARY J	2019	83616	12/6/2019	1,201.62	Overpayment
KELLO, BERNADETTE	2019	10795	12/6/2019	416.79	Overpayment
MILLS, SAMMY	2019	79211	12/9/2019	943.74	Overpayment
MULLIS, JEFFREY	2019	54597	12/9/2019	828.44	Overpayment
SIEMENS, JOHN	2019	68236	12/9/2019	725.06	Overpayment
TRAN, TRANG	2019	68626	12/9/2019	726.16	Overpayment
FLORES, OCTAVIO	2019	26554	12/9/2019	366.38	Overpayment
ANDERSON, LISA	2019	65977	12/9/2019	460.53	Overpayment
FLOWERS, JOHNATHAN	2019	66787	12/9/2019	451.47	Overpayment
BANSON, SHELIA	2019	68453	12/9/2019	895.73	Overpayment
BOTTOMS, DENNIS	2019	68618	12/9/2019	213.75	Overpayment
VERNON, JERIMIAH	2019	80119	12/9/2019	870.91	Overpayment
BORISOFF, ANN	2019	84239	12/9/2019	137.75	Overpayment
FEEGLE, KAREN	2019	4781	12/9/2019	366.13	Overpayment
REYNOLDS, DARRYL V	2019	68264	12/9/2019	861.12	Overpayment
WILL KUHN HOMES	2019	84243	12/9/2019	137.75	Overpayment
KUHN, JO	2019	68145	12/9/2019	588.61	Overpayment
HICKMAN, MICHELLE	2019	68447	12/9/2019	818.65	Overpayment
LIVERMAN, H. ELLIS	2019	26545	12/9/2019	329.07	Overpayment
BECK, ROBERT P	2019	82988	12/9/2019	898.37	Overpayment
EDMONSON, DON H	2019	61607	12/9/2019	495.11	Overpayment
EDMONSON, DON H	2019	62714	12/9/2019	534.98	Overpayment
GREENFIELD, VLADIMIR	2019	74306	12/9/2019	100.00	Overpayment
SOUTHERN DEVELOPMENT	2019	74310	12/9/2019	1,012.61	Overpayment
COX, DONNIE BERNARD	2019	82974	12/9/2019	831.54	Overpayment
JONES, JEREMY	2019	66794	12/9/2019	451.47	Overpayment
DAVIS, GLORIA	2019	63300	12/9/2019	730.80	Overpayment
GRIFFIN, MARK	2019	66628	12/9/2019	818.67	Overpayment
PERKOVICH, PAUL F	2019	82968	12/9/2019	1,116.52	Overpayment
BELL, PATRICIA JOYCE	2019	79163	12/18/2019	194.07	Overpayment
Total				23,675.14	

Real Property Releases

Name	Year	Parcel	Date	Released	Reason
TSENG, TE CHING	2019	55197	8/13/2019	271.55	Corrected Assess Value
COOPER ISLAND DEVELOPMENT LLC	2019	84251	8/15/2019	213.75	Land use value change
BOTTOMS, DENNIS	2019	68618	10/23/2019	267.07	Veteran Exemption
YELVERTON, ANTHONY E	2019	55163	10/23/2019	260.40	Veteran Exemption
HUFFMAN, LENORA B	2019	31287	10/23/2019	321.28	Tax Relief Exemption
Total				1,334.05	

Personal Property Releases

Name	Year	Account	Date	Released	Reason
FORREST, TIMOTHY GENE	2019	1067950	8/14/2019	2.38	Outside City Limits
EAST CAROLINA COMPUTER SERVICE	2019	1046551	8/16/2019	47.88	Outside City Limits
BRYTONS LLC	2019	1031835	9/10/2019	318.11	Business Closed
Total				368.37	

Total Refunds	40	\$23,675.14
Total Releases	8	\$1,702.42

The Release (G.S. 105-381 or 382), Corrections (G.S. 105-325), or Refunds (G.S. 105-381 or 382) of tax bills outlined above are approved by The Town of Winterville Council.

Douglas Jackson, Mayor

January 13, 2020
Date Approved



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: January 13, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Budget Amendment 2019-2020-4.

Action Requested: Approve the Budget Amendment.

Attachment: Budget Amendment 19-20-4.

Prepared By: Anthony Bowers, Finance Director

Date: 1/6/2020

ABSTRACT ROUTING:

TC: 1/7/2020

TM: 1/7/2020

Final: tlp - 1/7/2020

Supporting Documentation

This is the fourth budget amendment for the 2019-2020 Fiscal Year.

This amendment addresses three items.

The first item addresses the need to carry over a Purchase Order for the contract approved with the GFOA. The GFOA is the consultant assisting the Town with the RFP process that will allow us to select a new software vendor.

The second item address funds needed to cover the losses of a totaled police vehicle. The insurance company covered \$14,918 of the value of a new vehicle. In order to replace the vehicle we needed to increase the budget for the additional funds to make the purchase. The Town had to provide an additional \$10,000 that was approved last month.

The third item address the payment of water debt for the work completed on the water tower, and other water infrastructure in Town. This is the first debt service payment due to the NCDEQ. It was pushed back from last fiscal year to this year as a result of needing to complete all the necessary paper work. This will put the Town making two payments in one fiscal year. Funds that were budgeted for last fiscal year were not spent and were converted to Fund Balance as of June 30th.

Budgetary Impact: The total budget amendment is \$78,379.

Recommendation: Approve the Budget Amendment.

BUDGET ORDINANCE AMENDMENT 2019-2020-4

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, 2020:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION	Account		Fund	Increase	Decrease
Fund Balance Contribution	10	3831	General Fund	\$ 29,700	
Misc. Revenue	10	3820	General Fund	\$ 14,918	
Fund Balance Contribution	61	3831	Water Fund	\$ 33,761	

Total \$ 78,379 \$ -

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION	Account	Department	Fund	Increase	Decrease
Contracted Services	1041412001	4233	Finance General	\$ 29,700	
Capital Outlay	1043431000	7150	Police General	\$ 14,918	
Debt Service	6172721000	5132	Water	\$ 27,383	
Interest Exp.	6172721000	5133	Water	\$ 6,378	

Total \$ 78,379 \$ -

Adopted the 13th day of January 2020.

Mayor

Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: January 13, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Audit Contract amendment for fiscal year 2018 – 2019.

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

Attachment: Contract Amendment.

Prepared By: Anthony Bowers, Finance Director

Date: 1/10/2020

ABSTRACT ROUTING:

TC: 1/10/2020

TM: 1/10/2020

Final: tlp - 1/10/2020

Supporting Documentation

Each year the Town Council must approve the contract with the audit firm that it uses for its independent review of the Town's Finances. The Town Council approved the original contract at the May 14th regularly scheduled meeting. The amendment addresses one item. It extends the due date of the contract from October 31st 2019, to January 31st 2020.

Budgetary Impact: NA.

Recommendation: Approve the contract amendment.

Whereas	Primary Government Unit The Town of Winterville
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Carr, Riggs & Ingram, LLC

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/19	and originally due on	Audit Report Due Date 10/31/19
-----	--------------------------------	-----------------------	-----------------------------------

hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to due date:	Original due date 10/31/19	Modified due date 01/31/20
<input type="checkbox"/> Modification to fee:	Original fee	Modified fee

EXPLANATION OF MODIFIED CONTRACT TERMS

Please provide an explanation for the modification to due date and/or fees.

The Town requests an extension of the audit report due date due to turnover at the audit firm. During the course of the audit, Carr, Riggs and Ingram, LLC had two employees on the audit engagement team leave the firm for other employment.

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.

Carr, Riggs and Ingram, LLC has assigned other staff members to the audit of the Board and should complete the audit in a timely manner for fiscal year 2020.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Carr, Riggs & Ingram, LLC	
Authorized Firm Representative* (typed or printed) Michael C. Jordan	Signature* 
Date* 01/08/20	Email Address mjordan@cricpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
The Town of Winterville	
Date Primary Government Unit Governing Board Approved <u>Amended</u> Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer*	Signature*
Date of Pre-Audit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved <u>Amended</u> Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: January 13, 2020

Presenter: Robert Sutton, Electric Utilities Director

Item to be Considered

Subject: New Electric Territory Professional Services Agreement for Easement Mapping and Surveying.

Action Requested: Approval of Professional Services Agreement with Rivers and Associates, Inc.

Attachment: Professional Services Agreement and maps of parcels requiring utility easements.

Prepared By: Robert Sutton, Electric Utility Director

Date: 12/30/2019

ABSTRACT ROUTING:

TC: 1/7/2020

TM: 1/7/2020

Final: tlp - 1/7/2020

Supporting Documentation

The Town's electric territory, through an agreement with Greenville Utilities Commission, has expanded into areas that will require the installation of new electric infrastructure. The installation of backbone electric infrastructure into these areas requires the acquisition of utility easements. Obtaining these easements will require NCDOT to reimburse the Town for relocation of its utilities should road expansion/widening projects affect the areas.

Mapping and surveying of fourteen (14) individual Easement Acquisition Maps for recordation with the easement agreements in District 1A (Worthington Road to Laurie Ellis Road corridor) of the new electric service territory is required. Staff has discussed the required scope of work with representatives of Rivers and Associates and determined the firm possesses the required knowledge, skills and staffing to perform the work promptly and effectively.

Budgetary Impact: The FYE 20 Budget obligated sufficient funding for the needed mapping and surveying.

Recommendation: Approval of Professional Services Agreement with Rivers and Associates, Inc.

December 19, 2019

Mr. Robert Sutton
Town of Winterville Electric Director
PO Box 1459
Winterville, NC 28590

Subject: Professional Services Agreement
Worthington Road, Laure Ellis Road and Tar Road – Easement Maps
Winterville, Pitt County, North Carolina

Dear Mr. Sutton:

Rivers and Associates, Inc., herein after referred to as ENGINEER, is pleased to provide the Town of Winterville, herein after referred to as the OWNER, this agreement for Surveying and Technical Services to for the subject project as follows:

GENERAL TERMS AND CONDITIONS: All Surveying and Technical Services will be provided to the OWNER in accordance with the General Terms and Conditions (Attachment I) outlined herein, which by reference is made a part hereof.

DESCRIPTION OF PROJECT: The Project consists of 14 easements maps for a proposed 25' Town of Winterville Electric Easement across properties fronting on Worthington Road, Laurie Ellis Road and Old Tar Road. Refence Pitt County Tax Parcel Numbers below and Exhibit A/A1.
-Worthington Road: Parcel Numbers 25758, 67135
-Laurie Ellis Road: Parcel Numbers 83376, 66251, 25820, 60481, 80305, 81738, 55092, 25766
-Old Tar Road: Parcel Numbers 35280, 07032, 55478, 53343

SCOPE OF WORK: ENGINEER will perform necessary office and field work to prepare signed and sealed Easement Acquisition Maps for the Town of Winterville.

A. **Mapping Requirements:**

1. Drawings shall note all dimensions in U.S feet.
2. Drawing sheets shall be trim size 8.5" x 14".
3. North will be based on NC Grid (NAD83/2011)

COMPLETED SURVEY: ENGINEER will provide 14 Easement Acquisition Maps on bond (2 copies each) for recordation with the easement agreement.

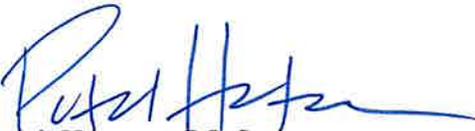
COMPENSATION: For the Surveying and Technical Services described above, ENGINEER. shall be compensated by the OWNER a Lump Sum Fee of \$14,700.00

SERVICES NOT INCLUDED:

1. Boundary surveys.
2. Legal Descriptions
3. Recordation of maps
4. Additional Easement maps in excess of 14.

We appreciate the opportunity to submit this proposal/professional service agreement for your review and consideration. If you find this Agreement acceptable, please return one signed copy to our office. We will begin work upon your notice to proceed.

Very truly yours,
RIVERS AND ASSOCIATES, INC.


Patrick Hartman, P.L.S.

Enclosures:
-Attachment I
-Exhibit A/A1

ACCEPTED BY:

TOWN OF WINTERVILLE

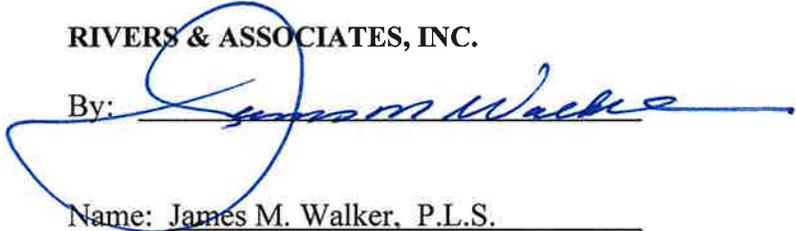
By: _____

Name _____
(Print)

Title: _____

Date: _____

RIVERS & ASSOCIATES, INC.

By: 

Name: James M. Walker, P.L.S. _____
(Print)

Title: Vice President _____

Date: 12/19/2019 _____

ATTACHMENT I
 GENERAL TERMS AND CONDITIONS
 AGREEMENT BETWEEN ENGINEER AND OWNER

1. **GENERAL:** ENGINEER intends to serve as the OWNER's professional representative for those services provided under this Agreement and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, approvals, and other decisions made by ENGINEER, for the OWNER are rendered on all services for this project in accordance with generally accepted professional practices. ENGINEER will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, ENGINEER will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
2. **AMENDMENTS:** This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
3. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the OWNER and ENGINEER.
4. **TERMINATION:** This Agreement may be terminated by either party by seven (7) days written notice in the event of a substantial failure to perform in accordance with the terms hereof by one party, through no fault of the other party. In the event of termination by the OWNER in accordance with this paragraph, the ENGINEER shall be compensated as provided for under paragraph "Compensation, Termination or Delay".
5. **COMPENSATION, TERMINATION OR DELAY:** If any phase of the PROJECT is suspended for more than three (3) months, or abandoned after written notice from the OWNER, or if the Agreement is terminated for any reason any time prior to the completion of the PROJECT, the ENGINEER shall be paid for services performed prior to the receipt of such written notice from the OWNER, based upon hourly rates for the time actually expended prior to termination, together with any reimbursable expenses and any actual out-of-pocket costs incurred by the ENGINEER as a result of said termination.
6. **PAYMENT OF ACCOUNT:** During the performance of work under this Agreement, the ENGINEER shall submit monthly invoices to the OWNER for services rendered to date. Payments to the ENGINEER shall be made within thirty (30) days following receipt of invoice. Interest shall be charged on the unpaid balance of any invoice not paid within thirty (30) days after receipt thereof, at the maximum rate allowable by law. In the event that any invoice of any portion thereof shall remain unpaid for a period of sixty (60) days after the date of receipt thereof, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend the performance of service under this Agreement until all invoices issued prior thereto have been paid in full.
7. **SERVICE DURING CONSTRUCTION:** Nothing in this Agreement shall be construed as giving the ENGINEER the responsibility or authority or direct to supervise construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
8. **CONSTRUCTION INDEMNIFICATION:** In the event that the OWNER undertakes the performance of the responsibilities of the construction phase, or any portion thereof, or retains the services of any third party to carry out any of these responsibilities, the OWNER agrees to indemnify, save and hold the ENGINEER harmless from liability for any omissions of the OWNER, its officers, agents or employees, or any party hired by the OWNER to perform said responsibilities, during the performance of any phase of the work undertaken by the OWNER.
9. **USE AND OWNERSHIP OF DOCUMENTS:** All documents including Drawings and Specifications prepared or furnished by the

ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may, at his expense, obtain and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefore. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

If required in the letter agreement, the ENGINEER will provide electronic files of drawings in AutoCad 2000 DWG or DXF format for the OWNER's use under the conditions indicated above. The ENGINEER will not be responsible for the data in the electronic files after 60 days. The files will be submitted on CD or Zip Disk. The ENGINEER's name and seal may be removed from the drawings. **Use and Ownership of Documents** applies to all electronic files.

10. **INSURANCE:** ENGINEER will maintain insurance coverage in the following amounts:

Workman's Compensation	Statutory
General Liability	
	Bodily Injury and Property Damage
	\$1,000,000
Automobile Liability	
	Bodily Injury and Property Damage
	\$1,000,000 inclusive

If the OWNER requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the OWNER.

11. **EXCLUSION:** For services involving or related to hazardous waste elements of this agreement, it is further agreed that the OWNER shall indemnify and hold harmless ENGINEER and his consultants, agents and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work of the ENGINEER, or claims against ENGINEER arising from the work of others, related to hazardous waste activities.

The above indemnification provision extends to claims against ENGINEER which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

OWNER _____(initial)

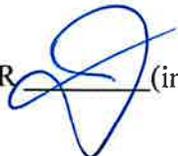
ENGINEER  (initial)

EXHIBIT A

OPIS Online Parcel Information System

Map Views: Main Map, Parcel Cards, Details, Taxes Due, Deeds

Navigation: Home, Back, Forward, Refresh, Print, Full Screen, Search, Help



Parcel:
 More Info:
 Physical Adt
 Owner Name
 OwnerAddre
 OwnerAddre
 City / State /
 NC PIN:
 Subdivision
 Section / Ph:
 Prior Legal
 Description
 Block / Lot:
 Tract:
 Building Nur
 Unit:
 Acres:
 Current Own
 Deed/Docum
 Map Book:
 Deed / Docu
 Date:
 Deed / Docu
 Sales Price:
 Building Typ
 Use:
 Number of
 Buildings:
 Year Built:
 Total Living /
 Building Valt
 Building Valt
 Extra Featur
 Value:
 Land Value:
 Total Current
 Market Value
 Total 2015 M
 Value:
 Municipality:
 Township:
 Fire Service
 District:
 Census Trac
 Neighborhood
 Elementary
 School:



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: January 13, 2020

Presenter: Lt. Chris Williams, Police Department

Item to be Considered

Subject: Fingerprinting Fee / New Digital Fingerprint Machine.

Action Requested: Council consideration to increase the fee for fingerprints to \$15.00.

Attachment: None.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 1/6/2020

ABSTRACT ROUTING:

TC: 1/7/2020

TM: 1/7/2020

Final: tlp - 1/7/2020

Supporting Documentation

The Police Department, via a Grant, has obtained a digital live scan fingerprint machine that is very similar to what is used at the Pitt County Detention Center as well as other agencies across the County. With this new technology, we will have maintenance on the machine as well as the printer and ink cartridge expenses. Although the service agreement is free for the first year, under warranty, this service agreement will cost \$2,100.00 per year moving forward annually. Additionally, other agencies using this technology charge \$15.00 for prints. Our fee of \$10.00 has been in place for over 20 years.

Budgetary Impact: TBD.

Recommendation: Approval of request.