



**TOWN COUNCIL AGENDA - AMENDED  
FEBRUARY 10, 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. Black History Month.
- VII. PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
  1. Alton Wadford – Watermelon Festival.
- VIII. 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:
    - January 13, 2020 Regular Meeting Minutes; and
    - January 27, 2020 Vision Setting Meeting Minutes.
- IX. OLD BUSINESS:**
  1. Cost Participation for Betterment Costs of Eli's Ridge Subdivision Lift Station & Force Main.
- X. NEW BUSINESS:**
  1. Brookfield, Section 4, Phase 2 - Final Plat.
- XI. OTHER AGENDA ITEMS:**
  1. Councilman Smith – Discussion of Information Concerning Previous Legal Matter.
  2. Councilman Moore – Discussion of Regulations on Parking in Front Yards.

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

**XIII. 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 Rehab (TW)
- ❖ Church Street Pump Station Rehabilitation (TW)
- ❖ Cemetery (BW)

**XIV. ANNOUNCEMENTS:**

1. 2020 Primary One-Stop Early Voting: Thursday, February 13, Friday, February 14, Monday February 17, Tuesday, February 18, Wednesday, February 19, Thursday, February 20, Friday, February 21, Saturday, February 22, Sunday, February 23, Monday, February 24, Tuesday, February 25, Wednesday, February 26, Thursday, February 27, Friday, February 28, Saturday, February 29, 2020.
2. Daddy-Daughter Dance: Friday, February 14, 2020, 6:30 – 9:00 pm @ The Cotton Barn.
3. Planning and Zoning Board Meeting: Monday, February 17, 2020 @ 7:00 pm in the THAR.
4. Board of Adjustment Meeting: Tuesday, February 18, 2020 @ 7:00 pm in the THAR.
5. Recreation Advisory Board: Tuesday, February 25, 2020 @ 6:30 pm in the Operations Center.
6. Primary Election: Tuesday, March 3, 2020.

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

- XVI. NCGS § 143-318.11. (a) (5):** To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract. (Acquisition of Real Property.)

**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.)*



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Proclamations

**Meeting Date:** February 10, 2020

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Black History Month – February 2020.

**Action Requested:** Approval of Proclamation.

**Attachment:** Proclamation Honoring Black History Month.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 1/29/2020

**ABSTRACT ROUTING:**

TC: 2/3/2020

TM: 2/3/2020

Final: tlp - 2/3/2020

**Supporting Documentation**

Approval of the attached Proclamation Honoring Black History Month.

**Budgetary Impact:** NA.

**Recommendation:** Approval of Proclamation.



## **PROCLAMATION HONORING BLACK HISTORY MONTH**

**WHEREAS**, much of the Town of Winterville's honor, strength and stature can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this great region; and

**WHEREAS**, February has been designated as Black History Month in which we pause to reflect on the contributions of the African American community; and

**WHEREAS**, African Americans have played significant roles in the history of North Carolina State's economic, cultural, spiritual and political development while working tirelessly to maintain and promote their culture and history; and

**WHEREAS**, as a result of their determination, hard work, intelligence and perseverance, African Americans have worked tirelessly to maintain and promote a valuable and lasting contribution to the Town of Winterville, our state, and nation achieving exceptional success in all aspects of society including business, education, politics, economy, culture, science, arts, and history; and

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

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

**WHEREAS**, we join with all Americans in celebrating our diverse heritage and culture and continuing our efforts to protect democracy for all people, and recognizing the vital achievements of our local African American residents; and

**NOW, THEREFORE, BE IT RESOLVED**, that I do hereby proclaim the month of February 2020 as Black History Month and express special commendation to the dedicated volunteers who have labored so diligently to make this observance a reality in our community; and

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 10th day of February, 2020.

---

Veronica Roberson, Mayor Pro Tem

**Attest:**

---

Donald Harvey, Town Clerk



## TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Town Council Meeting Date Requesting to Provide Comment: \_\_\_\_\_

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

Name(s) of Speaker(s):

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

**My signature below acknowledges that I have read the Town of Winterville Public Comment Policy. I agree that as applicant, the speaker(s) named above shall adhere to the Public Comment Policy of the Town of Winterville.**

\_\_\_\_\_  
Signature



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 10, 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:** 1/29/2020

**ABSTRACT ROUTING:**

**TC:** 2/3/2020

**TM:** 2/3/2020

**Final:** tlp - 2/3/2020

**Supporting Documentation**

Approval of the following set of Council Meeting Minutes:

- January 13, 2020 Regular Council Meeting; and
- January 27, 2020 Vision Setting Meeting.

**Budgetary Impact:** NA.

**Recommendation:** Approval of Minutes.



**Winterville Town Council  
January 13, 2020 – 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  
Veronica Roberson Mayor Pro Tem  
Ricky Hines, Councilman  
Tony Moore, Councilman (absent due to family illness)  
Johnny Moye, Councilman  
Mark Smith, Councilman  
Keen Lassiter, Town Attorney  
Terri L. Parker, Town Manager  
Ben Williams, Assistant Town Manager  
Ryan Willhite, Police Chief  
Chris Williams, Police Lieutenant  
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 Moye gave the Invocation.

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

**WELCOME:** Mayor Jackson welcomed the public.

**APPROVAL OF AGENDA:**

Manager Parker requested an amendment to the Agenda to add a quick Closed Session to discuss an update on a legal matter in accordance with **NCGS § 143-318.11. (a) (3)**.

**Motion made by Councilman Hines and seconded by Councilman Smith to approve the agenda. The motion carried unanimously, 4-0.**

**PROCLAMATIONS:** The following Proclamations presented to Council.



**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

**PRESENTATIONS:** Audit Presentation - Michael C. Jordan and James Overton of Carr, Riggs, & Ingram, LLC. Goldsboro NC gave the following presentation.

## Town of Winterville Comprehensive Financial Information Report June 30, 2019



### General Fund

- Unassigned fund balance and as a percentage of general fund expenditures:
  - 2019 \$5,337,796 – 56.01%
  - 2018 \$5,428,585 – 59.76%
  - 2017 \$5,913,768 – 83.08%
  - 2016 \$5,214,955 – 75.67%
  - 2015 \$5,413,814 – 84.38%
  - 2014 \$4,236,207 – 63.71%
  - 2013 \$3,289,582 – 56.53%



### General Fund

- Total fund balance and as a percentage of general fund expenditures:
  - 2019 \$9,494,676 – 99.63%
  - 2018 \$9,033,638 – 99.45%
  - 2017 \$8,537,687 – 119.95%
  - 2016 \$7,893,731 – 114.54%
  - 2015 \$7,342,441 – 114.44%
  - 2014 \$6,266,010 – 94.24%
  - 2013 \$5,353,514 – 91.99%
  - Includes non-spendable, restricted, committed, assigned, unassigned



## Governmental Funds [General Fund]

- Revenues:
  - 2019 \$8,423,925
  - 2018 \$7,939,025
  - 2017 \$7,482,114
  - 2016 \$7,220,120
  - 2015 \$7,066,950
  - 2014 \$6,816,537
  - 2013 \$6,454,118

CARR, RIGGS & INGRAM, LLC

5

## General Fund Budgetary Data

- 2019 Budgeted vs. Actual Revenues
  - \$8,433,208 vs. \$8,423,925
- 2018 Budgeted vs. Actual Revenues
  - \$7,650,584 vs. \$7,939,025
- 2017 Budgeted vs. Actual Revenues
  - \$7,326,837 vs. \$7,482,114
- 2016 Budgeted vs. Actual Revenues
  - \$7,157,779 vs. \$7,220,120
- 2015 Budgeted vs. Actual Revenues
  - \$6,599,544 vs. \$7,066,950

CARR, RIGGS & INGRAM, LLC

6

## General Fund Budgetary Data

- 2019 Budgeted vs. Actual Expenditures
  - \$13,848,030 vs. \$9,529,204
- 2018 Budgeted vs. Actual Expenditures
  - \$11,572,701 vs. \$7,812,619
- 2017 Budgeted vs. Actual Expenditures
  - \$8,603,869 vs. \$7,117,437
- 2016 Budgeted vs. Actual Expenditures
  - \$8,232,171 vs. \$6,891,432
- 2015 Budgeted vs. Actual Expenditures
  - \$7,586,472 vs. \$6,416,230

CARR, RIGGS & INGRAM, LLC

7

## Proprietary Fund Net Position

- Water Fund:
  - 2019 Unrestricted \$1,249,180
  - 2018 Unrestricted \$1,380,010
  - 2017 Unrestricted \$1,571,623
  - 2016 Unrestricted \$1,550,091
  - 2015 Unrestricted \$1,207,532
- Electric Fund:
  - 2019 Unrestricted \$7,159,927
  - 2018 Unrestricted \$7,143,123
  - 2017 Unrestricted \$6,554,801
  - 2016 Unrestricted \$5,934,482
  - 2015 Unrestricted \$5,558,283

CARR, RIGGS & INGRAM, LLC

## Proprietary Fund Net Position

- Sewer Fund:
  - 2019 Unrestricted \$318,986
  - 2018 Unrestricted \$981,214
  - 2017 Unrestricted \$920,453
  - 2016 Unrestricted \$830,223
  - 2015 Unrestricted \$968,616
- Stormwater Fund:
  - 2019 Unrestricted \$350,246
  - 2018 Unrestricted \$213,325
  - 2017 Unrestricted \$113,303
  - 2016 Unrestricted \$160,195
  - 2015 Unrestricted \$155,977

CARR, RIGGS & INGRAM, LLC

## Cash Balances & Investments

- Governmental Funds:
  - Unrestricted
    - 2019 \$8,226,380
    - 2018 \$11,768,236
    - 2017 \$7,113,798
    - 2016 \$6,396,794
    - 2015 \$5,946,334
- Proprietary Funds:
  - Unrestricted
    - 2019 \$7,500,358
    - 2018 \$4,400,749
    - 2017 \$7,725,958
    - 2016 \$7,343,054
    - 2015 \$5,946,334

CARR, RIGGS & INGRAM, LLC

# Powell Bill Fund

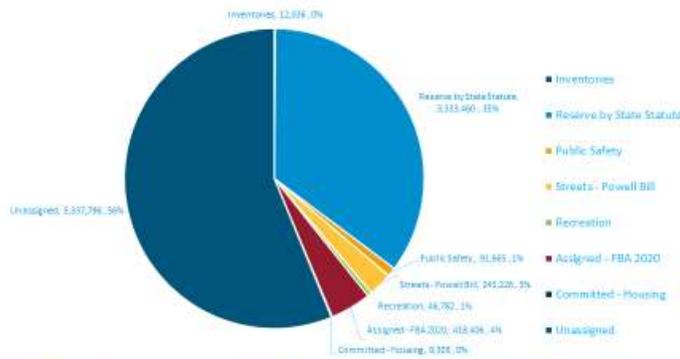
- 2019:
  - Cash balance \$379,837
  - State Distribution \$257,450
- 2018:
  - Cash balance \$964,355
  - State Distribution \$259,072
- 2017:
  - Cash balance \$808,216
  - State Distribution \$260,092
- 2016:
  - Cash balance \$1,076,372
  - State Distribution \$264,282
- 2015:
  - Cash balance \$848,556
  - State Distribution \$265,585

CARR, RIGGS & INGRAM, LLC

11

# Fund Balance – General Fund

Town of Winterville, North Carolina  
Fund Balance - General Fund

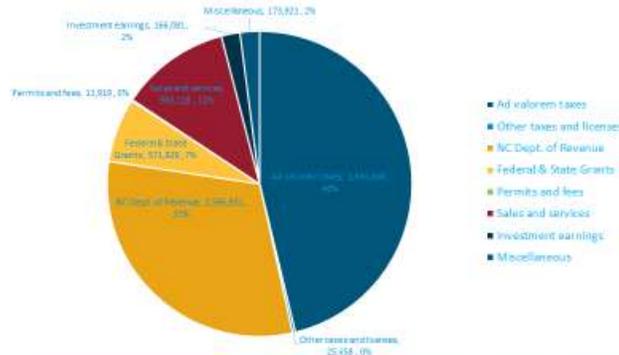


CARR, RIGGS & INGRAM, LLC

12

# General Fund Revenues

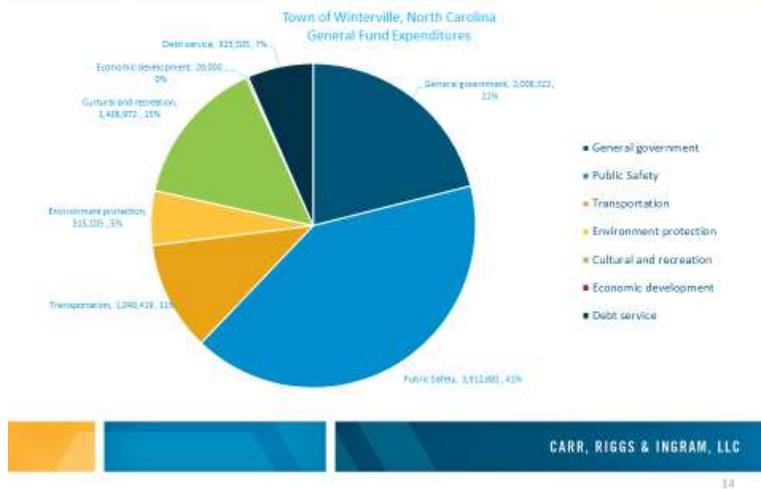
Town of Winterville, North Carolina  
General Fund Revenues



CARR, RIGGS & INGRAM, LLC

13

## General Fund Expenditures



Motion made by Councilman Hines and seconded by Mayor Pro Tem Roberson to accept and approve the audit. The motion carried unanimously, 4-0.

**PUBLIC HEARINGS:** Brookfield, Section 4, Phase 2 – Annexation. Planning Director Jones gave the following presentation.

Town of  
**WINTERVILLE**  
*A slice of the good life!*

Town Council – January 13, 2020

### Brookfield, Section 4, Phase 2 Annexation

Presenter:  
Bryan Jones,  
Planning Director

Town of  
**WINTERVILLE**  
*A slice of the good life!*

Brookfield, Sec 4, Ph 2 - Annexation

- Petitioner: Cooper Island Development, LLC
- Location: Laurie Ellis Road west of its intersection with Old Tar Road
- Parcel Number: 25766
- Site Data: 12.535 Acres (26 lots)
- Current Zoning District: R-10

NOTIFICATIONS:

- Adjacent property owners were mailed notification of the rezoning request on December 17, 2019.
- PH Notice was published in the Daily Reflector on December 31, 2019 and January 8, 2020



Mayor Jackson declared the public hearing open and asked if anyone would like to speak in favor of the annexation request. No one spoke.

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

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

**Motion made by Councilman Smith and seconded by Councilman Hines to approve the Annexation of Brookfield, Section 4, Phase 2. Motion carried unanimously, 4-0.**

**PUBLIC COMMENT:** None

## **CONSENT AGENDA:**

Councilman Moye requested the removal of the Budget Amendment: 2019-2020-4 from the Consent Agenda.

Approval of the following sets of Council Meeting Minutes:

- December 9, 2019.

Tax Release and Refund.

Audit Contract Amendment for fiscal year 2018 – 2019.

**Motion made by Councilman Smith and seconded by Councilman Moye to approve the consent agenda with the removed item. The motion carried unanimously, 4-0.**

## **ITEM REMOVED FROM CONSENT AGENDA:**

Budget Amendment: 2019-2020-4. Questions and explanation discussed of the insurance on the vehicle item.

**Motion made by Councilman Moye and seconded by Mayor Pro Tem Roberson to approve Budget Amendment: 2019-2020-4. The motion carried unanimously, 4-0.**

## **NEW BUSINESS:**

New Electric Territory Easement Survey Contract – Rivers Associates: Electric Director Sutton gave the following information: 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.

**Motion made by Councilman Smith and seconded by Councilman Hines to approve the New Electric Territory Easement Survey Contract with Rivers Associates. The motion carried unanimously, 4-0.**

Fingerprinting Fee / New Digital Fingerprint Machine – Police Department: Police Lieutenant Williams gave the following information. The Police Department, via a Grant, has obtained a digital live scan fingerprint machine that is very similar to what is in use 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. Request the Council approve an increase of the fee for fingerprints to \$15.00.

**Motion made by Councilman Smith and seconded by Councilman Hines to approve the Fingerprinting Fee increase for the New Digital Fingerprint Machine. The motion carried unanimously, 4-0.**

**OTHER AGENDA ITEMS:**

None

**ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:**

None

**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 Rehab (TW)
- ❖ Church Street Pump Station Rehabilitation (TW)
- ❖ Cemetery (BW)

**ANNOUNCEMENTS:** Town Clerk Harvey gave the following announcements.

Martin Luther King Day Holiday: Monday, January 20, 2020, Town Offices Closed.

Planning and Zoning Board Meeting: Tuesday, January 21, 2020 @ 7:00 pm in THAR.

Board of Adjustment Meeting: Tuesday, January 21, 2020 @ 7:00 pm (immediately following the Planning and Zoning Board Meeting, if needed) in THAR.

Town Council Vision Setting Meeting: Monday, January 27, 2020 @ 5:30 pm in the Winterville Train Depot.

Recreation Advisory Board: Tuesday, January 28, 2020 @ 6:30 pm in the Operations Center Conference Room.

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

**Attorney Lassiter:** No report, quick Closed Session for update on a legal matter in accordance with NCGS § 143-318.11. (a) (3)

**Mayor Pro-Tem Roberson:** Reminded everyone of the Martin Luther King Celebration on Sunday and the Library meeting upcoming.

**Councilman Smith:** This past Saturday night was active and busy Downtown with people.

**Councilman Moyer:** Fire at house on Railroad Street and asked staff to look into a speed bump on Ola and Jones Street.

**Councilman Hines:** Appreciate the service of the Police patrols on Manchester streets.

**Manager Parker:** Thanks to Council and Staff for the continued hard work and Happy New Year to all.

**Mayor Jackson:** No comment.

**Motion made by Councilman Hines and seconded by Councilman Smith to adjourn into Closed Session. Motion carried unanimously, 4-0. Meeting adjourned at 7:40 pm.**

**CLOSED SESSION: NCGS § 143-318.11. (a) (3)** To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded. (Update on a Legal Matter).

**Motion made by Councilman Hines and seconded by Councilman Smith to open Closed Session. Motion carried unanimously, 4-0.**

**Motion made by Councilman Hines and seconded by Councilman Smith to adjourn Closed Session. Motion carried unanimously, 4-0.**

**Motion made by Councilman Hines and seconded by Councilman Moye to return to open session. Motion carried unanimously, 4-0.**

**ADJOURN: Motion made by Councilman Hines and seconded by Councilman Smith to adjourn regular meeting. Motion carried unanimously, 4-0. Meeting adjourned at 8:06 pm.**

Adopted this the 10<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Veronica Roberson, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk



**Winterville Town Council  
Monday, January 27, 2020 – 5:30 PM  
Vision Setting Meeting Minutes**

The Winterville Town Council met in a Vision Setting Meeting on the above date at 5:30 PM in the Winterville Train Depot, with Mayor Pro Tem Veronica Roberson presiding. The following were present:

Douglas A. Jackson, Mayor (absent due to illness)  
Veronica Roberson Mayor Pro Tem  
Ricky Hines, Councilman  
Tony Moore, Councilman  
Johnny Moye, Councilman  
Mark Smith, Councilman  
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  
Evan Johnston, Parks and Recreation Director  
Bryan Jones, Planning Director  
Donald Harvey, Town Clerk  
Amy Barrow, Executive Assistant/Human Resources

**CALL TO ORDER:** Mayor Pro Tem Roberson called the meeting to order.

**INVOCATION:** Mayor Pro Tem Roberson gave the Invocation.

**WELCOME:** Mayor Pro Tem Roberson welcomed the public.

**APPROVAL OF AGENDA:**

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

Break for dinner. Councilman Smith gave the blessing.

**ITEMS FOR DISCUSSION:**

State of the Budget - FY 2020-2021 and Council Vision Setting Process/Discussion: Town Manager Parker gave the following presentation.



## Town of Winterville

### Budget Highlights and Outlook

## 2019-2020 Revenues

- General Fund
- Recreation Fund
- Electric Fund
- Water Fund
- Sewer Fund
- Stormwater Fund

## General Fund

- Revenues are on target for the current fiscal year.
- As of the end of January we will have completed 58.% percent of the year.
- Revenues are currently at 73% of the total revenue budget.
- With budgeted inter-fund transfers accounting for 11% of the General Fund Revenues.
- Rev. are currently 3% higher than last year.

## General Fund

- Property Tax revenue is at 99% of the budget.
- Vehicle Property Tax is currently on target for what was expected for this time of the year. We are averaging about \$43,135 monthly, which is approximately \$2,000 more per month than last year.
- Local Option Sales Tax is currently 50% of the estimated budget.
- Utility Franchise Taxes are on target with relation to budget estimates.
- GF is balanced with a \$1,079,524 fund balance appropriation.

## Recreation Fund

- There were \$133,565 contributions from Retained Earnings used to balance the Recreation Fund budget.
- The Recreation Fund has collected 81% of budgeted revenues. Many of the program revenues are collected in the spring.
- 73% of Recreation Revenues are transferred from the General Fund.

## Electric Fund

- The Electric Fund has sales revenues that are currently on target with expectations in the amount of \$6,514,429.
- Revenues are at 53% with 50% of the year billed.
- There was a \$2,704,251 contribution from Retained Earnings used to balance the Electric Fund budget.

## Water Fund

- The Water Fund is on target with water sales at 52% for the year.
- Current sales are at \$761,644 for the year.
- The Water Fund did not use Retained Earning to balance the budget.

## Sewer Fund

- The Sewer Fund Sales are on target with \$1,043,848. Which is 51% of the sales budgeted for the year.
- This fund was balanced with contributions from retained earning in the amount of \$102,291.

## Stormwater Fund

- Stormwater billings are \$250,342 or 51% of the budget.
- There were \$71,034 Retained Earnings used to balance the budget.

## 2018-2019 Expenditures

- General Fund
- Recreation Fund
- Electric Fund
- Water Fund
- Sewer Fund
- Stormwater Fund

### General Fund

- At this point in the year we have only had minor budget amendment changes in the General Fund Budget.
- I would expect at least two more budget amendments before year-end.
- In the General Fund the Town has spent 56.20% of the funds that were appropriated.

### Recreation Fund

- The Recreation Fund is currently on target, with 30.61% of the yearly appropriations having been spent.
- \$409,219 of the \$1,166,859 budgeted has been spent.
- Capital spending for recreation this year is \$78,024.

## Electric Fund

- The Purchase for Resale line item is on target for the year with \$1,585,857. of the \$2,189,142 having been spent.
- The total expenditure is at 36.14% of the appropriation for the year.
- The total budget is \$9,913,582.

## Water Fund

- The total expenditure is at 66% of the appropriation for the year.
- Purchase for Resale is at 43% of the budget for the year with \$190,037 of the \$442,000 having been spent.
- The total Water Fund budget is \$1,546,083.

## Sewer Fund

- The Sewer Fund has currently spent 55.56% of its annual appropriation.
- CMSD expense is 44% of the annual budget.
- The total Sewer Fund Budget is \$2,095,836.

## Stormwater Fund

- The Stormwater Fund has spent 31.35% of its annual appropriation of \$418,228
- The largest appropriation in the Stormwater fund is capital outlay \$152,222.

## Fund Balance Status

- Our unrestricted fund balance as of 6-30-2019 was 56%. Down from 59% in 2018.
- The Town appropriated \$1,079,524. to balance the budget this year. Reducing FB to \$4,258,270 or 40% of AOE. From 77% to 40% in two years!
- The fund balance percentage presented for the General Fund includes the Recreation Fund.
- The Recreation Reserve has \$46,783.

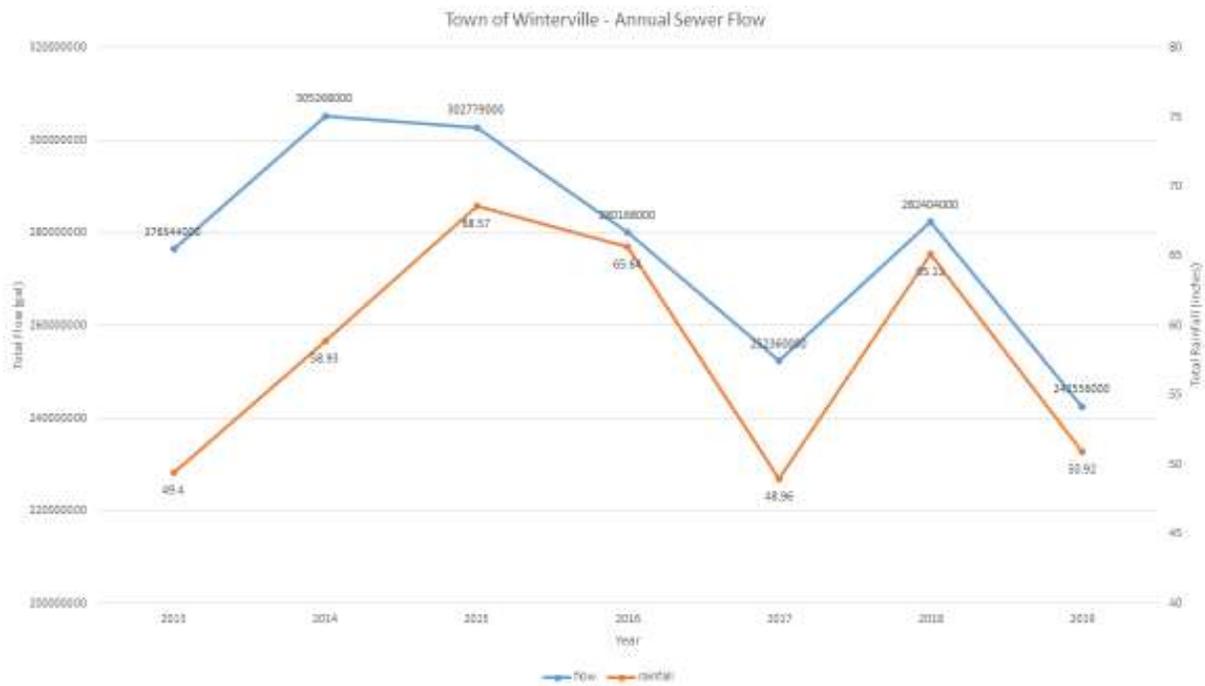
## Fund Balance Status

- The Powell Bill Fund has a fund balance of \$245,226.
- The Electric Fund has Unrestricted Retained Earnings in the amount of \$7,159,927 or 73% of the annual operating budget.
- The Water Fund has Retained Earnings in the amount of \$1,249,180 or 81% of the AOB.
- The Sewer Fund has RE in the amount of \$318,986 or is 14% of the AOB.
- The Storm Water Fund has RE in the amount of \$350,246 or 62% of the AOB

## Factors for Next Year

- We have one loan coming off the books this year. It is for the last loan in the Vehicle Replacement Fund for Police Cars and a Public Works Truck in the amount of \$28,347
- New loan starting is :
  - 2018 Sewer Rehabilitation Loan est. \$152,000

Public Works Director Welborn presented the following information detailing sewer flow:



## 2013 vs. 2019 Total Sewer Flows

- 277 million gallons of flow in 2013 with total rainfall of 49.4"
- 242 million gallons of flow in 2019 with total rainfall of 50.92"
- Difference of 35 million gallons, major rehab project completed 2018
- 485 houses built between 2013 and end of 2019 which equates to another 22 million gallons each year (125 gpd/house)
- Total difference b/t 2013 and 2019 of 57 million gallons, which would equate to over \$195,000 per year in treatment cost savings
- Flow reduction also frees up plant capacity which in turn delays future plant expansions

Town Manager Parker continued her presentation highlighting unfunded commitments:

### Unfunded Commitments

- Cost associated with the reduction of grant funding \$236,000.
- 2018 Sewer Rehabilitation debt service .
- Sewer System Expansion.
- Old Tar Road widening, Utility and Pedestrian.
- ERP Software.
- CMSD Commitments.

## Unfunded High Priorities

- Land and multipurpose facility
- Multipurpose operation and maint. Cost.
- Cemetery development and maint. Cost.
- Greenway.
- Road Improvements.
- Storm water Railroad St Project.

## Considerations For Next Year

Enterprise Resource Software – Est. \$500,000  
Town's Portion of the SAFR Grant - \$ 472,000  
Sewer Rehabilitation Project - \$ 3,600,000  
Old Tar Road Utility Migration - \$1,000,000  
Electric Transmission Expansion - \$4 to 5 million  
Railroad St. Stm. Water Imp. Proj - \$ 3,000,000  
Recreation Land Expansion Appraisal Value??  
Roads Improvement Project  
Departmental Request/Needs

## External Factors For Next Year

- Housing permits issued by the Planning Dept. remained constant at 84 in 2019 slightly down from 98 in 2018. Inventory will open up during next FY.
- The unemployment rate for Greenville is 3.7% up from 3.3% for 2019.
- Potential for Sales Tax reduction due to cyclical economics.
- Property Tax revaluation.

## External Factors For Next Year

- Overall economists seem to be optimistic about growth potential for North Carolina next year.
- Expectations are for interest rates to remain constant for the rest of 2020. However 2021 may bring additional change.
- Current Tax Levy yields \$70,900. This may change with the re-evaluation.

## External Factors For Next Year

- Expecting increases in Health Insurance in the 7% to 9% range.

## Questions



General discussion followed concerning the presentation information.

Mayor Pro Tem Roberson asked for any further discussion or any more questions. Hearing none is there a motion to adjourn.

**ADJOURN: Motion made by Councilman Moye and seconded by Councilman Hines to adjourn regular meeting. Motion carried unanimously, 5-0. Meeting adjourned at 7:04 pm.**

Adopted this the 10<sup>th</sup> day of February, 2020.

---

Veronica Roberson, Mayor Pro Tem

ATTEST:

---

Donald Harvey, Town Clerk

DRAFT



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** February 10, 2020

**Presenter:** Travis Welborn, Public Works Director

**Item to be Considered**

**Subject:** Cost Participation for Betterment Costs of Eli's Ridge Subdivision Lift Station & Force Main.

**Action Requested:** Approval of Infrastructure Cost Sharing Agreement.

**Attachment:** Engineers Cost Estimate & Draft Infrastructure Cost Sharing Agreement.

**Prepared By:** Travis Welborn, Public Works Director

**Date:** 1/29/2020

**ABSTRACT ROUTING:**

TC: 2/3/2020

TM: 2/3/2020

Final: tlp - 2/3/2020

**Supporting Documentation**

The Eli's Ridge Subdivision development will require the construction of a new lift station within the subdivision to provide gravity sewer service to the subdivision. The Eli's Ridge lift station will pump to the Town's new regional lift station off of Old Tar Rd. Staff has coordinated with the Engineer for the Eli's Ridge development and learned that the station could be upgraded to accommodate future growth east of Fork Swamp Canal to County Home Rd. By investing in this lift station now, the Town could avoid the need for additional lift stations in the future east of the canal. Lift stations are a burden on the Town and its staff, both financially and time wise. This investment would also provide access to sewer for all of the properties east of the canal, which could spur further development in the Worthington Rd. corridor. Based on the Engineer's calculations, the Eli's Ridge development would necessitate a 6' diameter wet well and a 6" diameter force main. The Engineer has recommended that the wet well be upgraded to a 10' diameter wet well and the force main be upgraded to an 8" diameter main to accommodate this future growth. The Engineer has estimated the cost difference between what is necessary for the subdivision only and what would be necessary to accommodate future growth at approximately \$185,000. This number is based off of an estimate only, and the actual cost share would be based upon actual bids received. If approved, staff recommends that the Town borrow the funds necessary for this cost share from itself and pay the money back over a 5 year period. In doing so, staff believes that it can absorb this annual estimated cost of approximately \$37,000 with its current revenue stream. Upon approval of this Agreement and receipt of bids from the Developer, staff will subsequently return to Council for approval of a financing agreement between the Town and the Developer which would define total cost and payment terms.

\*NOTE – the Engineer's Cost Estimate (which is attached) denotes the Town's estimated portion of project costs – highlighted in yellow.

**Budgetary Impact:** Estimated debt service of approximately \$37,000 per year for 5 years. Staff proposes to borrow the funds from the water fund, fund balance and absorb this debt service with no rate adjustment.

**Recommendation:** Approval of cost share with staff providing exact cost and financing agreement after bids are received.

Eli's Ridge Pump Station  
 Cost of Upgrade to Regional Pump Station

Estimated Town  
 Portion

Item	Description	Cost		
		Regional	Subdivision Only	Differential
1	10' Diameter Wet Well 31' deep vs. 6' Diameter Wet Well 24' Deep	\$ 447,794.00	\$ 353,419.00	\$ 94,375.00
2	12" Gravity Stubout for Future Extension	\$ 34,000.00	\$ -	\$ 34,000.00
3	8" Force Main vs. 6" Force main	\$ 242,016.00	\$ 196,912.00	\$ 45,104.00
4	Engineering and Surveying	\$ 60,929.00	\$ 50,520.00	\$ 10,409.00
	Contingency	\$ 78,473.90	\$ 60,085.10	\$ 18,388.80
	Total	\$ 863,212.90	\$ 660,936.10	\$ 202,276.80

## **INFRASTRUCTURE COST SHARING AGREEMENT**

THIS INFRASTRUCTURE COST SHARING AGREEMENT, dated as of January \_\_\_\_\_, 2020 (the "Agreement"), by and between BILL CLARK HOMES OF GREENVILLE, LLC, a North Carolina Limited Liability Company (the "Developer"), and the TOWN OF WINTERVILLE, NORTH CAROLINA, a public body of the State of North Carolina (the "Town") (the Developer and Town each referred to hereafter individually as a "Party" and collectively as the "Parties").

### **WITNESSETH:**

WHEREAS, the Town is a validly organized and existing political subdivision, existing under the Constitution and laws of the State of North Carolina; and

WHEREAS, the Developer has decided to develop a residential subdivision known as Eli's Ridge (hereinafter "Eli's Ridge") within the corporate limits of Town at Worthington Road, Winterville, North Carolina 28590; and

WHEREAS, both Developer and Town anticipate that Developer will request the Town to annex Eli's Ridge; and

WHEREAS, the Developer has requested that the Town provide sanitary sewer service to Eli's Ridge; and

WHEREAS, the Developer has requested that the Town provide water service to a portion of Eli's Ridge; and

WHEREAS, the Developer desires to connect its proposed development as more particularly described on the attached Exhibit A (the "Development") to the Town's sanitary sewer and water system (the "Utility System"); and

WHEREAS, the Developer wishes to construct certain Developer's Improvements (as defined in Article I.A.1. below) to be connected to the Utility System and upon completion dedicated to the Town; and

WHEREAS, the Improvements are being oversized with certain Town Improvements (as defined in Article I.A.2 below) at the request of the Town in order to allow the Utility System to function in a practical, efficient, and economical manner; and

WHEREAS, the Improvements are to be sized larger than Developer would size them if Developer were solely serving the Development; and

WHEREAS, construction of the Developer's Improvements will benefit the Town by allowing the Town to expand the Utility System without the Town or its existing customers being responsible for the cost of same; and

WHEREAS, construction of the Town Improvements will benefit potential customers of the Town situated along or near these Improvements by providing engineered sewer infrastructure to serve these lands.

WHEREAS, Town and Developer desire to enter this Infrastructure Cost Sharing Agreement to identify the obligation of each party to this Agreement; and

WHEREAS, the Developer and the Town have duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration set forth herein, the receipt of which is hereby acknowledged, and the mutual benefits to be received by the Parties from the construction of the Improvements, including but not limited to those benefits described above, the Developer and the Town, and their heirs, successors, and assigns agree as follows:

I. Description of Improvements.

A. Definitions.

1. "Developer's Improvements" mean all those facilities to be constructed by Developer pursuant to this Agreement to be shown on the Plans & Specifications (defined below). The Improvements shall be designed and constructed in compliance with the Town's Utility Regulations and Ordinance (the "Ordinance") and all applicable regulations.

a. The Developer's Improvements which would be needed to serve Eli's Ridge generally consist of:

- A lift station, the exact location to be agreed upon by the Parties and to be shown on the Plans & Specifications once completed and said lift station would include a six (6) foot diameter wet well twenty-four (24) feet deep;
- Six (6) inch force main extending approximately 5,180 linear feet, the exact location to be agreed upon by the Parties and to be shown on the Plans & Specifications once completed (from Eli's Ridge Lift Station to the Old Tar Road Lift Station).

2. "Town Improvements" means all the oversizing of the Developers Improvements requested by the Town and constructed by the Developer pursuant to this Agreement to be shown on the Plans & Specifications (defined below). The Improvements shall be designed and constructed in compliance with the Town's Utility Regulations and Ordinance (the "Ordinance") and all applicable regulations.

a. The oversizing of the Developer's Improvements which the Town has requested generally consist of:

- A regional lift station, the exact location to be agreed upon by the Parties and to be shown on the Plans & Specifications once completed and said lift station will include a wet well which is an additional four (4) foot in diameter and an additional five (5) feet in depth to the Developer's Improvements (as defined in Article I.A.1.) so that the wet well has a total diameter of ten (10) feet and is a total of twenty-nine (29) feet deep;
- An additional two (2) inches added to the six (6) inch force main (as defined in Article I.A.1.) so that the resultant line is an 8-inch force main extending approximately 5,180 linear feet, the exact location to be agreed upon by the Parties and to be shown on the Plans & Specifications once completed.

3. "Improvements" mean both Developer's Improvements and Town Improvements as defined herein.

4. "Plans & Specifications" means those surveys, plans, engineering, and construction drawings designed by an Approved Engineer (as defined in Article IV below) and approved by the Developer and the Town in accordance with the Town's Ordinance, policies, standards, and regulations. At such time as the Plans & Specifications are approved as provided herein, a list of the same shall be attached hereto at Exhibit B. Any amendment to the Plans & Specifications shall be in accordance with the provisions of this Agreement and any applicable permits associated with the same (e.g., Department of Environment and Natural Resources). Such amended plans and specifications shall from the date of such amendment or date of any required permit modification, whichever is later, be deemed the "Plans & Specifications" and Exhibit B shall be revised to reflect the same . Notwithstanding anything contained herein to the contrary, the Town Improvements shall not include any infrastructure and improvements solely for the benefit of Developer or Eli's Ridge.

## II. Improvement Costs.

- A. General. The construction cost estimates of the Developer's Improvements and the Town's Improvements are set forth in the attached Exhibit C. The Cost Estimates are estimates and were not developed from bids received by the Town and Developer. The Parties acknowledge that the Cost Estimates are a reasonable approximation of the probable cost to construct and install the Improvements. Each Party further understands and agrees that the Cost Estimates are based upon several variables that may change over time. While the Cost Estimates are a useful tool in planning for the construction of the Improvements, the allocation between the Developer and the Town of each party's respective costs shall be made upon the basis of the actual total of all costs (as defined below). Notwithstanding anything contained herein to the contrary, the Parties

acknowledge that bids for the construction of the Improvements will be solicited through a bidding process established and agreed upon by the Town and Developer (see Article IV.C. herein).

- B. Allocation of Costs. It is the interest of the Parties that the Developer shall pay for all costs associated with the engineering, design and construction of the Developer's Improvements as defined in Article I.A.1. above. Further, it is the intent of the Parties that the Town shall pay for all costs associated with the engineering, design and construction of the Town Improvements as defined in Article I.A.2. above.

### III. Timing.

- A. Timeline for Commencement and Completion. Developer agrees to the following standards for timely performance under this Agreement:
  - a. Commencement: Developer shall commence construction of the Improvements within twelve (12) months of the date of this Agreement.
- B. No Obligation to Construct: Partial Construction. This Agreement sets forth the terms and conditions for (i) construction of the Improvements and (ii) payment by Developer and Town of costs of the Improvements. This Agreement does not obligate Developer to undertake the Improvements, and it does not obligate the Developer or the Town to remit any payment for the cost of said Improvements in the event the Improvements are not undertaken. If Developer undertakes construction but fails to complete the same in accordance with this Agreement, and if the Town later chooses to complete the construction of the Improvements, Town shall be entitled to reimbursement by Developer for the percentage of the Developer's Improvements actually constructed by Town. In addition, the Developer shall (i) convey to Town by quitclaim deed or easement, as applicable, all Required Property obtained by Developer and (ii) shall assign, to the extent assignable, the Plans & Specifications to the Town provided such assignment is at no cost to Developer. In addition, Developer shall deliver copies of the Plans & Specifications to the Town upon request to do so. Developer shall inform each of the design professionals associated with the Plans & Specifications as to the requirements of this Article III.B.(ii) and shall provide in Developer's contract with such design professional that the Developer has the right to assign the Plans & Specifications to the extent the Design Professional has been compensated for the same. Nothing in this Article III shall require the Town to expend any funds for construction of the Developer's Improvements. In addition, in the event the Developer does not complete the Improvements as provided in this Article III, the Town may contract with a third party (the "Completing Developer") to complete the Improvements.

IV. Administration.

A. Definitions.

1. "Town Management Designee" means the Town Manager of the Town or such person designated in writing by the Town Manager or any successor position to the Town Manager.

2. "Town Contact" means one or more employees of the Town identified by the Town Management Designee for the purpose of receiving information from the Developer, relaying required approvals from the Town Management Designee, and where allowed in this Agreement, giving approvals.

B. Design & Engineering.

1. Developer shall engage a licensed North Carolina engineer (an "Approved Engineer") to design the Improvements to meet all adopted Town requirements and specifications, including but not limited to the size and type of material used.

2. Any amendment to the Plans & Specifications shall occur only with the consent and approval of Developer and the Town. Upon amendment, Developer shall not be subjected to any requirements or demands of the Town that are unique and not generally applied to other developers, except for the application of standards that may be unique because of the specific or unique nature of the infrastructure being designed and constructed.

C. Contracting; Construction; Administration & Permits. Developer shall be responsible for the contracting, administration, construction, and permitting of the Improvements. The Improvements shall be constructed by one or more licensed contractors selected by Developer and Town. The Parties agree that a minimum of three (3) qualifying bids must be received for the construction of the Improvements and that the Parties must agree on the Bidder selected. The Parties agree that pursuant to North Carolina General Statute §160A-320(a) the public contracting requirements of Chapter 143 of the North Carolina General Statutes for public contracts is not applicable to this Agreement. Developer shall provide any contracts, including subcontracts in Developer's possession, for work on the Improvements to the Town upon request by the Town Contact. The Improvements shall be completed in accordance with Plans & Specifications. Developer agrees that the Town may inspect construction of the Improvements at any time and at such frequency as the Town desires. Developer shall be responsible for obtaining all state, local, and any other permits and approvals required in order to construct the Improvements. Developer shall ensure that Town is identified as an Additional Insured on all insurance policies issued pursuant to this Agreement.

V. Property Acquisition.

- A. Generally. Developer shall obtain the Required Property and shall deed, dedicate, or otherwise transfer or assign the same to the Town upon completion of the Improvements as provided hereafter in this Agreement.
- B. Eminent Domain. The Town shall cooperate with Developer in efforts to obtain any of the Required Property including, but not limited to, the exercise of the Town's power to acquire property as allowed by law. Through approval of this Agreement, the Town hereby determines that construction of the Improvements confers a public benefit and is for a public purpose, given the public benefits to be realized from extension of the Utility System. Prior to action by the Town to invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain), Developer shall make and document three (3) good faith attempts to purchase any Required Property at offers of not less than fair market value. If these offers are unsuccessful, the Town shall invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain if necessary to make such acquisitions). In the event of condemnation, Developer shall provide counsel acceptable to the Town's attorney to represent the Town. Developer shall pay all costs associated with the condemnation, negotiation, and litigation, including but not limited to any statutory deposit, attorney fees, witness fees, any additional just compensation awarded, and all other litigation expenses. Such costs shall be documented and submitted as Eligible Costs.

VI. Acceptance of Improvements.

- A. Requirements for Acceptance. When the Improvements are completed, Developer shall notify the Town Contact in writing to start the process for Town acceptance of the Improvements. Town acceptance shall not occur until Developer furnishes the following in a form reasonably requested by the Town:
1. Sealed as-built plans for the Improvements;
  2. A release of liens from all contractors and subcontractors who have worked on the Improvements and who have a right under statute to file liens against the Improvements or property on which the Improvements are located;
  3. Such deeds, dedications, or assignments conveying Developer's interests to Town in all real property burdened by the Improvements; and
  4. Releases or subordination of any mortgage or security interests held in the Improvements or in the property containing the Improvements.
- B. Declaration of Acceptance. Upon the Town's determination that construction has been completed in compliance with the Plans & Specifications, and that the other requirements of this Section (including but not limited to a deed, dedication or assignment as provided

in A.3. above) have been met, the Town shall accept the Improvements and associated property or property interests, shall have the rights described hereafter, and shall thereafter maintain the Improvements. The Town's declaration of acceptance under this Section shall be made by the Town Management Designee subject to the approval of the Town Council. The Town shall document the date it accepts the Improvements by written letter to Developer signed by the Town Management Designee.

- C. Town Ownership and Control of Improvements. Upon the Town's acceptance of the Improvements, the Town shall use the Improvements to provide utility service. The Town shall have sole ownership, control over, and use of the Improvements and associated property interests. After the Town's acceptance of the Improvements and subject to terms of this Agreement, the Town may make extensions from, connections to, and alterations to any of the Improvements, and/or make any other decisions regarding the Improvements without consent of Developer.

VII. Payment of Construction Costs. The Parties hereto agree that the Developer is solely responsible to pay for all costs associated with the Developer's Improvements. Further, the Parties hereto agree that the Town is solely responsible to pay for all costs associated with the Town Improvements. In order to comply with North Carolina General Statute §160A-320(a), the Town will reimburse the Developer for all costs associated with the Town Improvements within ninety (90) days of Town acceptance of the Improvements. As that at the time of the execution of this Agreement no bids have yet to be solicited or received for the construction of the Improvements, the allocation of costs between the Parties as stated in Article II.B. cannot be finalized. Therefore, the Parties hereto agree to amend this Agreement by the execution of a Financing Agreement which will include the total cost of Developer's Improvements and the total cost of Town Improvements within forty-five (45) days of the Developer and the Town agreeing on the Bid.

VIII. Indemnification. Developer and Town shall be liable to and indemnify the other in the event of injury, intentionally or negligently caused, to property or persons by the other's employees, agents, contractors, successors or assigns arising out of actions relating to the design and construction of the Improvements, subject to and limited by the following conditions and requirements.

In the event that any Party hereto (an "Indemnified Party") desires to make a claim against another Party hereto (the "Indemnifying Party") in connection with any action, suit, proceeding or demand at any time instituted against or made upon said Indemnified Party for which said Indemnified Party may seek indemnification hereunder (a "Third-Party Claim"), the Indemnified Party shall promptly provide Notice (as defined below) to the Indemnifying Party of such Third-Party Claim and of Indemnified Party's claims of indemnification with respect thereto; provided, however, that the failure to provide such Notice shall not release the Indemnifying Party from any obligation under this Section except to the extent such Indemnifying Party is materially prejudiced by such failure. Upon receipt of such Notice from the Indemnified Party (absent any Objection, as defined below) the Indemnifying Party shall be entitled to participate in the defense of such Third-Party Claim, and/or assume the defense of such Third-Party Claim, and in the case of such an

assumption the Indemnifying Party shall have the authority to negotiate, compromise, and settle such Third-Party Claim; provided, that:

- A. the Indemnifying Party shall not be entitled to settle any such Third-Party Claim without the consent of the Indemnified Party unless as part of such settlement the Indemnified Party is released from all liability with respect to such Third-Party Claim;
- B. the Indemnified Party shall cooperate with the Indemnifying Party in connection with the defense of such Third Party Claim, and provide all information possessed by the Indemnified Party relevant to the defense or settlement of such Third Party Claim; and
- C. the Indemnified Party shall retain the right to employ its own counsel and to participate in the defense of any Third-Party Claim, the defense of which has been assumed by an Indemnifying Party pursuant hereto, but the Indemnified Party shall bear and shall be solely responsible for its own costs and expenses in connection with such participation.

Notwithstanding anything contained herein to the contrary, the indemnity provided by Developer under this Article VIII shall not apply to a matter covered or excluded by that which is provided in Article XII.L.

- IX. Written Consents from Town. Where this Agreement refers to written approvals or consents to be given by the Town and the person or position that may give consent is not identified, the authority to give such approvals shall be delegated to the Town Management Designee. An approval required by this Agreement shall not be effective unless given in writing. Consents or approvals specifically delegated to the Town Council in this Agreement are excluded from the operation of this Section. Any dispute between the Developer and a delegated party acting on behalf of the Town may be submitted to the Town Council for review and resolution. Notwithstanding the foregoing, nothing herein shall prevent either Party from pursuing other remedies available to it, including requesting relief from courts of appropriate jurisdiction.
- X. Suspension For Cause/Default.
  - A. The Town shall have the right to terminate this Agreement in the event Developer shall default in any of the terms and conditions of this Agreement. The Developer shall have the right to exercise any and all rights and remedies available to Developer under law and equity in the event the Town shall default in any of the terms and conditions of this Agreement. No default shall be declared under this Agreement unless the Party claiming default gives the other Party Notice of any alleged default with particularity and an opportunity of at least thirty (30) working days from the date of Notice to cure such default. No such failure to cure, however, will be deemed to exist if the defaulting Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting Party.

B. Any Notice of default shall be provided in accordance with the Notice provisions contained herein and shall in addition be prominently titled NOTICE OF DEFAULT.

XI. Notice. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a "Notice") shall be in writing, and shall be (i) mailed by first-class mail, registered or certified, return-receipt requested, postage prepaid, or (ii) hand delivered personally or by nationally recognized courier service, fees prepaid, addressed as follows:

To the Developer at:

---

---

---

---

With copy to:

---

---

---

---

To the Town at:

Terri Parker, Town Manager  
Town of Winterville  
Post Office Box 1459  
Winterville, NC 28590

With copy to:

Ben Williams, Asst. Town Manager  
Town of Winterville  
Post Office Box 1459  
Winterville, NC 28590

E. Keen Lassiter, Town Attorney  
Law Offices of E. Keen Lassiter, P.A.  
Post Office Box 2636  
Winterville, NC 28590

Each Party may designate by notice a new address to which any Notice thereafter may be given, served, or sent. Each Notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the return-receipt or courier delivery receipt being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

XII. Miscellaneous.

- A. Choice of Law and Forum. This Agreement shall be deemed made in Pitt County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive form and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Pitt County.
- B. Compliance with Ordinances, Laws and Regulations. The Developer shall be vested as to the matters outlined in this Agreement and shall comply with all Town ordinances, written standards, and written regulations as they exist on the date of this Agreement. Notwithstanding the foregoing, the Developer shall not be vested under the current Town technical and engineering standards for any infrastructure or facilities other than that which is provided in the Plans & Specifications as such Plans & Specifications are approved by the Town, which standards may change from time to time. Further, the Parties shall comply with all applicable regulations of the State of North Carolina and federal government.
- C. Waiver. No action or failure to act by the Parties shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing or set forth elsewhere by this Agreement.
- D. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.
- E. Assignment; Successors and Assigns. The Developer may assign and/or pledge its rights and obligations that arise out of this Agreement with prior written consent of the Town, such consent not to be unreasonably withheld.
- F. No Third Party Rights Created. This Agreement is intended for the benefit of the Town and Developer and not for any other person or entity, and no such persons or entities shall enjoy any right, benefit, or entitlement under this Agreement.
- G. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (i) the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or

replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation; (ii) References to a "Section" or "section" shall mean a section of this Agreement; (iii) Titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Agreement; (iv) the word "duties" includes obligations; (v) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities; (vi) The words "shall" and "must" are each mandatory; and (vii) The word "day" means calendar day.

- H. Modifications; Entire Agreement. A modification or amendment of this Agreement is not valid unless signed by both Parties. This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
- I. Force Majeure. The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including without limitation, acts of the United States of America, acts of the State of North Carolina (including the denial of permits which the Developer has pursued in good faith), embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, civil suits, injunctions, vandalism or civil riots. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.
- J. Remedies. All remedies as are otherwise allowed or provided by law are available to the Parties to this Agreement, unless specifically limited as described in specific provisions of this Agreement.
- K. No Joint Venture/No Agency. Nothing in this Agreement shall be construed to create a joint venture between the Parties, or to make the Developer an agent of the Town. Nothing in this Agreement shall be construed to make the Town an owner or contractor or responsible party with regard to any contracts entered into by Developer.
- L. Warranty, Guaranty and Correction Period. Developer warrants and guarantees for the time period contained in this subsection L that all work performed by or at the direction of Developer shall be in accordance with the Plans & Specifications approved by the Town. If, within one year after the date of conveyance of the Improvements to the Town, any work performed by or at the direction of Developer is found to be defective due to faulty workmanship, Developer shall cause the repair, replacement or correction of such defects at no cost to the Town. After such one year period, this subsection L shall not

survive except for those matters which the Town provides Developer written notice prior to the expiration of such one year period. Notwithstanding anything contained herein to the contrary, in no event shall Developer indemnify the Town or any other party for design defects contained within the Plans & Specifications approved by the Town. This Section L shall not prevent the Town from pursuing action against any third party for design defects contained within the Plans & Specifications as a third party beneficiary of such Plans & Specifications.

**IN WITNESS WHEREOF**, the Town and the Developer have caused this Agreement to be executed under seal themselves or by their respective, duly authorized agents, managers, or officers.

**[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE AND  
ACKNOWLEDGEMENT PAGES FOLLOW]**

[SIGNATURE PAGE]

“Developer”

BILL CLARK HOMES OF GREENVILLE, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
[Notary’s printed name]

My Commission Expires: \_\_\_\_\_

**[SIGNATURE PAGE]**

**“Town”**

**TOWN OF WINTERVILLE, NORTH CAROLINA**

By: \_\_\_\_\_

Name: Douglas A. Jackson

Title: Mayor

[AFFIX SEAL]

**Attest:** \_\_\_\_\_

Name: Donald Harvey

Title: Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
[Notary’s printed name]

My Commission Expires: \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Anthony Bowers, Finance Direct



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 10, 2020

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Brookfield, Section 4, Phase 2 – Final Plat.

**Action Requested:** Approval of Final Plat.

**Attachment:** Final Plat.

**Prepared By:** Bryan Jones, Planning Director

**Date:** 1/29/2020

**ABSTRACT ROUTING:**

TC: 2/3/2020

TM: 2/3/2020

Final: tlp - 2/3/2020

**Supporting Documentation**

**Brookfield, Section 4, Phase 2 – Final Plat:**

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

**Parcel Numbers:** 25766.

**Site Data:** 26 Lots, 10.292 Acres.

**Zoning District:** R-10.

**Budgetary Impact:** TBD

**Recommendation:** Recommend Approval Final Plat.

**SITE DATA**

TOTAL AREA	10.292 ACRES
NUMBER OF LOTS CREATED	26
TOTAL AREA(EXCLUDING R/W)	8.465 ACRES
AREA IN COMMON AREA	43,985 S.F.
AREA IN PARKS, RECREATION AREAS, CEMETERIES AND THE LIKE	0 S.F.
LINEAR FEET IN STREETS	1,173 L.F.
TOTAL AREA IN FUTURE R/W	1.827 ACRES
ZONING CLASSIFICATION	R-10

**C/L CURVE DATA**

**CURVE "A"**  
 R= 130.00'  
 L= 178.27'  
 CH= 164.63'  
 BRG= N 53°37'14" E

**C/L CURVE DATA**

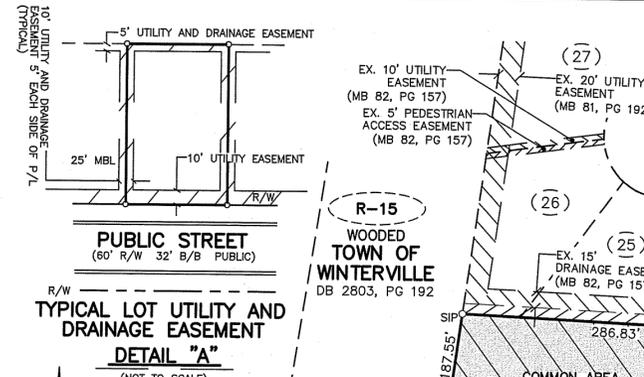
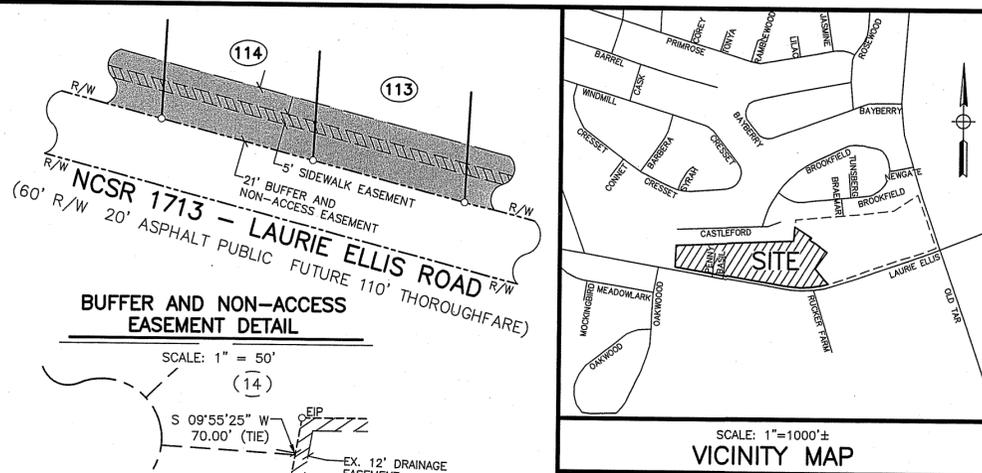
**CURVE "B"**  
 R= 200.00'  
 L= 16.96'  
 CH= 16.96'  
 BRG= S 84°39'51" E

**C/L CURVE DATA**

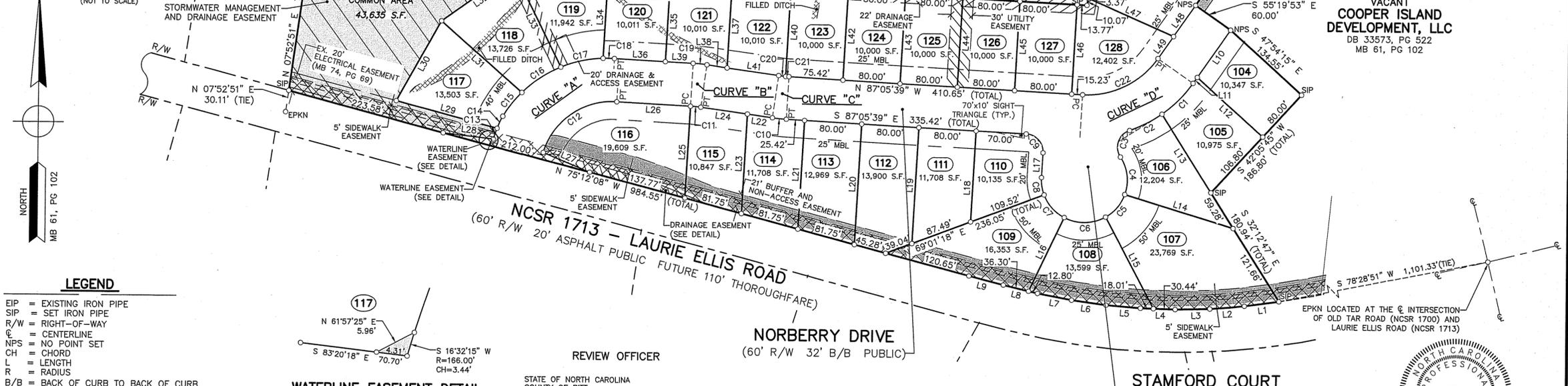
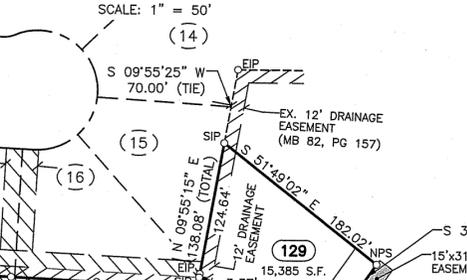
**CURVE "C"**  
 R= 200.00'  
 L= 16.96'  
 CH= 16.96'  
 BRG= S 84°39'51" E

**C/L CURVE DATA**

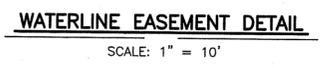
**CURVE "D"**  
 R= 150.00'  
 L= 152.46'  
 CH= 145.99'  
 BRG= N 63°47'14" E



**BUFFER AND NON-ACCESS EASEMENT DETAIL**



- LEGEND**
- EIP = EXISTING IRON PIPE
  - SIP = SET IRON PIPE
  - R/W = RIGHT-OF-WAY
  - C = CENTERLINE
  - NPS = NO POINT SET
  - CH = CHORD
  - L = LENGTH
  - R = RADIUS
  - B/B = BACK OF CURB TO BACK OF CURB
  - PC = POINT OF CURVATURE
  - PT = POINT OF TANGENCY
  - - - = NOT TO SCALE



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



**CERTIFICATE OF SURVEY AND ACCURACY**

I, MICHAEL WEST BALDWIN, PLS CERTIFY THAT UNDER MY DIRECT SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY BRAD WELLS THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000 THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-31 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 9th DAY OF SEPTEMBER, 2019

SIGNED: \_\_\_\_\_  
 REGISTRATION NO. L-3082

X:\DRAWINGS\16-150 BROOKFIELD SECT4\16-150 FINAL PLAT SECT 4 PH 2.dwg Wed, Oct 16, 2019-12:39pm RWELLS

A PORTION OF PARCEL #25766  
 TAX MAP #4674-97-7236  
**FINAL PLAT SHEET 1 OF 2**

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

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

**Baldwin Design Consultants, PA**  
 LICENSE# C-3498  
 ENGINEERING - SURVEYING - PLANNING  
 1700-D EAST ARLINGTON BOULEVARD  
 GREENVILLE, NC 27859 252.756.1390

SURVEYED: BW	APPROVED: MWB
DRAWN: MAH	DATE: 09/09/19
CHECKED: MWB	SCALE: 1" = 100'

**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:

DEED BOOK 3573 PAGE 522  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

NC REGISTRATION NO. L-3082

**OWNERS STATEMENT**  
 THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

NOTARY PUBLIC  
 MY COMMISSION EXPIRES: 05/13/20

**DEDICATION**  
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE ITS FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY-TO PUBLIC USE SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED: \_\_\_\_\_  
 ATTEST \_\_\_\_\_

**CERTIFICATE OF FINAL APPROVAL**  
 APPROVED FOR RECORDING BY THE TOWN COUNCIL OF THE TOWN OF WINTERVILLE, N.C. ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 PURSUANT TO AUTHORITY OF SECTION 154.13 ON THE SUBDIVISION REGULATIONS. MUST BE RECORDED WITHIN THIRTY(30) DAYS OF THIS DATE.

\_\_\_\_\_  
 MAYOR

**PLANNING BOARD**  
 I HEREBY CERTIFY THAT THIS FINAL PLAT WAS RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD OF THE TOWN OF WINTERVILLE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
 TOWN PLANNER

\_\_\_\_\_  
 CHAIRMAN, PLANNING BOARD

**GENERAL NOTES**

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- A 5' UTILITY EASEMENT WILL BE RESERVED INSIDE ALL SIDE, REAR AND FRONT PROPERTY LINES. SEE DETAIL "A".
- THIS MAP CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- IRON PIPES TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720467400J AND FIRM 3720468400 J, DATED JAN. 2, 2004.
- HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREA AND STORMWATER POND.
- NO IRON PIPES SET IN C/L DITCH UNLESS OTHERWISE NOTED.
- MAXIMUM BUILT UPON AREA ON EACH LOT IS NOT TO EXCEED 4,854 S.F.
- NO COMBUSTIBLES SHALL BE BROUGHT ON SITE OF THE HOMES BEING CONSTRUCTED UNTIL THE WATER/HYDRANTS ARE AVAILABLE FOR FIRE PROTECTION IN THE EVENT OF AN EMERGENCY, AS DRAWN IN THE PRELIMINARY PLAT.
- THE DESIGNATION OVER WATER, SANITARY SEWER, DRAINAGE AND ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, DRAINAGE, AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRUCH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL FROM THE TOWN OF WINTERVILLE. UTILITY AND DRAINAGE EASEMENTS ARE CENTERED ON LINES AS INSTALLED UNLESS OTHERWISE NOTED.
- BMP MAINTENANCE AGREEMENT MUST BE RECORDED BEFORE APPROVAL OF FINAL PLAT. EITHER TEMPORARY OR PERMANENT STREET SIGNAGE MUST BE INSTALLED, DURING THE CONSTRUCTION PHASE OF THIS SUBDIVISION, AS IS REQUIRED BY THE 2012 NC FIRE CODE.
- TOWN OF WINTERVILLE IS NOT RESPONSIBLE FOR MAINTENANCE OF THE 8" PVC DRAINAGE LINES NOR PIPE INLETS ADJACENT TO LOTS 101/107, 108/109, 109/110/111/112, 113/114, AND 115/116.
- THE SMALLEST LOTS ARE 123 THROUGH 127 EACH AT 10,000 S.F..

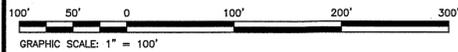
LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 82°08'02" W	48.67'
L2	S 85°25'33" W	48.32'
L3	S 88°36'59" W	48.39'
L4	N 88°28'36" W	48.45'
L5	N 85°26'29" W	48.42'
L6	N 82°17'05" W	48.41'
L7	N 79°14'27" W	48.58'
L8	N 76°40'53" W	49.09'
L9	N 75°45'20" W	49.60'
L10	N 34°40'07" E	80.68'
L11	N 34°40'07" E	10.21'
L12	N 47°54'15" W	124.12'
L13	N 32°12'47" W	130.24'
L14	N 72°56'43" W	158.73'
L15	N 27°57'08" W	145.18'
L16	N 25°04'04" E	114.96'
L17	S 02°54'21" W	35.00'
L18	N 02°54'21" E	128.64'
L19	N 02°54'21" E	164.06'
L20	N 02°54'21" E	170.54'
L21	N 02°54'21" E	153.69'
L22	S 82°14'03" E	35.22'
L23	N 02°54'21" E	140.65'
L24	S 82°14'03" E	65.83'
L25	N 02°54'20" E	129.99'

LINE TABLE		
COURSE	BEARING	DISTANCE
L26	S 87°05'39" E	103.07'
L27	N 67°04'30" W	70.74'
L28	S 83°20'18" E	70.70'
L29	N 75°12'08" W	146.07'
L30	N 28°54'04" E	128.45'
L31	N 48°41'33" W	150.57'
L32	N 54°20'18" E	122.81'
L33	N 26°29'14" W	150.89'
L34	N 02°54'21" E	115.63'
L35	N 02°54'21" E	115.00'
L36	N 87°05'39" W	71.26'
L37	N 02°54'21" E	118.23'
L38	N 82°14'03" W	28.38'
L39	N 87°05'39" W	38.74'
L40	N 02°54'21" E	124.94'
L41	N 82°14'03" W	72.68'
L42	N 02°54'21" E	125.00'
L43	N 02°54'21" E	125.00'
L44	N 02°54'21" E	125.00'
L45	N 02°54'21" E	125.00'
L46	N 02°54'21" E	125.00'
L47	N 66°24'52" W	130.53'
L48	S 34°40'07" W	53.17'
L49	S 34°40'07" W	37.72'

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N 44°30'18" E	61.50'	180.00'	61.80
C2	S 62°25'06" W	50.58'	180.00'	50.75
C3	N 18°28'59" E	39.41'	25.00'	45.39
C4	N 07°06'08" W	53.41'	60.00'	55.35
C5	N 39°40'16" E	41.72'	60.00'	42.61
C6	N 88°44'27" E	57.67'	60.00'	60.16
C7	S 41°45'25" E	42.57'	60.00'	43.52
C8	S 09°02'11" E	24.83'	60.00'	25.01
C9	S 42°05'39" E	35.36'	25.00'	39.27
C10	S 84°39'51" E	19.50'	230.00'	19.51
C11	S 84°39'51" E	14.41'	170.00'	14.42
C12	N 54°39'55" E	125.03'	101.00'	134.82
C13	S 18°42'41" W	16.04'	166.00'	16.04
C14	S 24°41'55" W	18.64'	166.00'	18.65
C15	S 38°03'41" W	42.47'	169.00'	42.58
C16	S 56°20'22" W	64.84'	169.00'	65.25
C17	S 77°40'08" W	60.26'	169.00'	60.58
C18	N 89°23'11" W	15.78'	169.00'	15.78
C19	N 84°39'51" W	19.50'	230.00'	19.51
C20	N 83°53'31" W	9.84'	170.00'	9.84
C21	N 86°19'19" W	4.58'	170.00'	4.58
C22	S 63°47'14" W	116.79'	120.00'	121.97

**LEGEND**

- EIP = EXISTING IRON PIPE
- SIP = SET IRON PIPE
- R/W = RIGHT-OF-WAY
- C = CENTERLINE
- NPS = NO POINT SET
- CH = CHORD
- L = LENGTH
- R = RADIUS
- B/B = BACK OF CURB TO BACK OF CURB
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- = NOT TO SCALE



A PORTION OF PARCEL #25766  
TAX MAP #4674-97-7236

FINAL PLAT SHEET 2 OF 2

**BROOKFIELD**

SECTION 4, PHASE 2

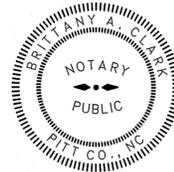
REFERENCE: A PORTION OF A PROPERTY DESCRIBED IN DEED BOOK 3573, PAGE 522 OF THE PITT COUNTY REGISTER OF DEEDS

WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

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

**Baldwin Design Consultants, PA**  
ENGINEERING - SURVEYING - PLANNING  
1700-D EAST ARLINGTON BOULEVARD  
GREENVILLE, NC 27858 252.756.1390

LICENSE# C-3498	SURVEYED: BW	APPROVED: MWB
	DRAWN: MAH	DATE: 09/09/19
	CHECKED: MWB	SCALE: 1" = 100'



**SOURCE OF TITLE**  
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:  
DEED BOOK 3573 PAGE 522  
DEED BOOK PAGE  
DEED BOOK PAGE  
NC REGISTRATION NO. L-3082

**OWNERS STATEMENT**  
THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF  
SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 05/13/20

**DEDICATION**  
THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE ITS FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOR- EVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.  
SIGNED \_\_\_\_\_  
ATTEST \_\_\_\_\_

**CERTIFICATE OF FINAL APPROVAL**  
APPROVED FOR RECORDING BY THE TOWN COUNCIL OF THE TOWN OF WINTERVILLE, N.C. ON THIS THE \_\_\_\_\_ DAY OF 2019 PURSUANT TO AUTHORITY OF SECTION 154.13 ON THE SUBDIVISION REGULATIONS. MUST BE RECORDED WITHIN THIRTY(30) DAYS OF THIS DATE.  
MAYOR \_\_\_\_\_

**PLANNING BOARD**  
I HEREBY CERTIFY THAT THIS FINAL PLAT WAS RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD OF THE TOWN OF WINTERVILLE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.  
TOWN PLANNER \_\_\_\_\_  
CHAIRMAN, PLANNING BOARD \_\_\_\_\_

**REVIEW OFFICER**

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



**CERTIFICATE OF SURVEY AND ACCURACY**

I, MICHAEL WEST BALDWIN, PLS CERTIFY THAT UNDER MY DIRECT SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY BRAD WELLS. THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.  
WITNESS MY HAND AND SEAL THIS 9th DAY OF SEPTEMBER, 2019.  
SIGNED \_\_\_\_\_  
REGISTRATION NO. L-3082