



**TOWN COUNCIL AGENDA**  
**MONDAY, MARCH 9, 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. Month of the Young Child and Week of the Young Child.
- 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. Angela Harne – Newspaper Information.
  2. Heather Day Jackson – Watermelon Festival T-shirt design.
- 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:
    - February 6, 2020 Joint Comprehensive Plan Training Session Meeting Minutes; and
    - February 10, 2020 Regular Council Meeting Minutes.
  2. Evergreen Construction Company – Rezoning Request (Conditional Zoning District): Schedule Public Hearing for the Rezoning on Monday, April 13, 2020.
  3. Ange Plaza, Lot 21 – Annexation: Direct Town Clerk to Investigate the Sufficiency of Annexation.
  4. Budget Amendment 2019-2020-5.

**IX. OLD BUSINESS:**

1. Buffalo Soldier Monthly Meeting location.

**X. NEW BUSINESS:**

1. Update current Animal Control Ordinance.
2. Mid-East Commission Appointment.
3. 2020 NCLM CityVision Conference – Attendance and Election of Voting Delegates.
4. Audit Contract for Fiscal Year 2019 – 2020.
5. New Electric Territory – Easement Acquisition and Condemnation.

**XI. OTHER AGENDA ITEMS:**

**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. The Security Forum, Tuesday, March 10, 2020 at 7:00 pm at St. Timothy's Episcopal Church, 107 Louis Street, Greenville, NC.
2. Planning and Zoning Board Meeting: Monday, March 16, 2020 @ 7:00 pm in the THAR.
3. Board of Adjustment Meeting: Tuesday, March 17, 2020 @ 7:00 pm in the THAR.
4. Recreation Advisory Board: Tuesday, March 24, 2020 @ 6:30 pm in the Operations Center.
5. 2020 Community Day and Easter Egg Hunt: Saturday, March 28, 2020 from 11:00 am to 4:00 pm at the Winterville Recreation Park, 332 Sylvania Street.
6. Good Friday Holiday: Friday, April 10, 2020, Town Offices Closed.
7. Volunteer Appreciation Dinner: Thursday, April 23, 2020 at 6:30 pm in the Community Room.

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

**XVI. 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:** March 9, 2020

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Month of the Young Child and Week of the Young Child.

**Action Requested:** Approval of Proclamation.

**Attachment:** Proclamation of Month of the Young Child and the Week of the Young Child

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

**Date:** 2/26/2020

**ABSTRACT ROUTING:**

TC: 3/2/2020

TM: 3/4/2020

Final: tlp - 3/4/2020

**Supporting Documentation**

Approval of the attached Proclamation of Month of the Young Child and Week of the Young Child.

**Budgetary Impact:** NA.

**Recommendation:** Approval of Proclamation.



## **PROCLAMATION**

### ***Month of the Young Child and the Week of the Young Child***

**WHEREAS**, the Martin-Pitt Partnership for Children, in conjunction with the North Carolina Association for the Education of Young Children (NCAEYC) and National Association for the Education of Young Children (NAEYC), are celebrating the Month of the Young Child in April 2020, and the Week of the Young Child, April 13-17, 2020; and

**WHEREAS**, these organizations are working to promote and inspire high quality early childhood experiences for our city's youngest citizens, that can provide a foundation of learning and success for children in Winterville, North Carolina; and

**WHEREAS**, teachers and others who work with or on behalf of young children birth through age five, who make a difference in the lives of young children in Winterville, North Carolina deserve thanks and recognition; and

**WHEREAS**, public policies that support early learning for all young children are crucial to young children's futures and to the prosperity of our society;

**WHEREAS**, all young children and their families across the country and in Winterville, North Carolina deserve access to high-quality early education and care; and

**WHEREAS**, in recognizing and supporting the people, programs, and policies that are committed to high-quality early childhood education as the right choice for kids;

**NOW, THEREFORE**, I, Douglas A. Jackson, Mayor of the Town of Winterville, do hereby proclaim April 2020 as "Month of the Young Child" and April 13-17, 2020 as "Week of the Young Child" in Winterville, North Carolina and commend observance to all citizens.

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 9<sup>th</sup> day of March, 2020.

---

Veronica W. Roberson, Mayor Pro Tem

**Attest:**

---

Donald Harvey, Town Clerk



## TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: Angela Harne

Date: 2-26-2020

Address: 225 N. Greene St., Snow Hill

Phone: 252-747-3883

Town Council Meeting Date Requesting to Provide Comment: 3-9-2020

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

Newspaper info
----------------

Name(s) of Speaker(s):

(1) Angela Harne

(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.

AMH  
Signature



TOWN OF WINTERVILLE  
PUBLIC COMMENT APPLICATION

Name of Applicant: Heather Day Jackson

Date: 2/27/2020

Address: 873 Winterfield Dr

Phone: 252 814 4370

Town Council Meeting Date Requesting to Provide Comment: 3/9/2020

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

Asking permission to use a specific design for Watermelon Festival t-shirts for 2020 festival. Designs may go on Facebook for voting by the public.

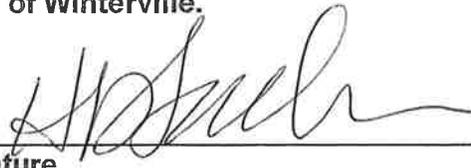
Name(s) of Speaker(s):

(1) Heather Day Jackson

(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

35<sup>th</sup>  
ANNUAL

Winterville NC

Aug 27-30  
2020

# Watermelon FESTIVAL





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** March 9, 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 Meetings listed below.

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

**Date:** 2/26/2020

**ABSTRACT ROUTING:**

TC: 3/2/2020

TM: 3/4/2020

Final: tlp - 3/4/2020

**Supporting Documentation**

Approval of the following set of Council Meeting Minutes:

- February 6, 2020 Joint Town Council and Planning & Zoning Board Comprehensive Plan Training Session; and
- February 10, 2020 Regular Council Meeting.

**Budgetary Impact:** NA.

**Recommendation:** Approval of Minutes.



**WINTERVILLE TOWN COUNCIL AND PLANNING & ZONING BOARD  
THURSDAY, FEBRUARY 6, 2020 – 9:00 AM  
JOINT MEETING MINUTES**

The Winterville Town Council met in a Joint Meeting with the Planning and Zoning Board on the above date at 9:00 AM in the Town Hall Assembly Room, with Mayor Pro Tem Veronica W. Roberson presiding. The following were present:

Veronica W. Roberson Mayor Pro Tem  
Gregory Monroe, Chairman  
Douglas Kilian, Vice Chairman  
Robert Briley, Member  
Peggy Cliborne, Member  
Margie Crawford, Member  
Rondy Fleming, Member  
Darlene Gardner, Member  
Willie Lee Hines, Member  
Michael Weldin, Member  
Keen Lassiter, Town Attorney  
Terri L. Parker, Town Manager  
Ryan Willhite, Police Chief  
David Moore, Fire Chief  
Robert Sutton, Electric Director  
Bryan Jones, Planning Director  
Stephen Penn, Economic Development Planner  
Mike Brown, Building Inspector  
Willie Gay, Code Enforcement Officer/GIS Technician  
Tony, Klontz, Fire Recruitment, Retention and Member Development Officer  
Amy Barrow, Executive Staff Assistant/Human Resource Assistant  
Donald Harvey, Town Clerk

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

**INVOCATION:** Planning and Zoning Board Chairman Monroe gave the Invocation and Blessing.

**WELCOME:** Mayor Pro Tem Roberson welcomed everyone and the group took a break for breakfast.

**APPROVAL OF AGENDA:** Mayor Pro Tem Roberson called the meeting back to order and proceeded with the agenda.

**ITEMS FOR DISCUSSION:** Planning Director Jones introduced Jake Petrosky, Project Manager and Jay McLeod, Senior Planner with Stewart who gave the following presentation.

# Winterville Land Use Plan



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

LUP Training / Worksession  
February 6, 2020



## Agenda

- Call to order
- Welcome and introductions
- Public comment
- Land Use Plan highlights
- Using the Land Use Plan
- Worksession
  - Identify priority items
  - Identify options for achievement
  - Identify accountability
- Conclude



  
Winterville Land Use Plan

## The Vision



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



## Community Vision

Winterville is a place where everyone can experience slices of the good life. Balanced, planned and purposeful growth maintains the small town atmosphere, parks and amenities support families of all ages, and the community provides an opportunity for safe, healthy lifestyles. Attractive, livable and unique, the Town is a welcoming place for businesses, residents and visitors alike.

## Goals

-  Create a Town-wide Identity
-  Strengthen and Diversify the Economy
-  Connectivity and Mobility

 Healthy Neighborhoods and Environment

 Activate Downtown



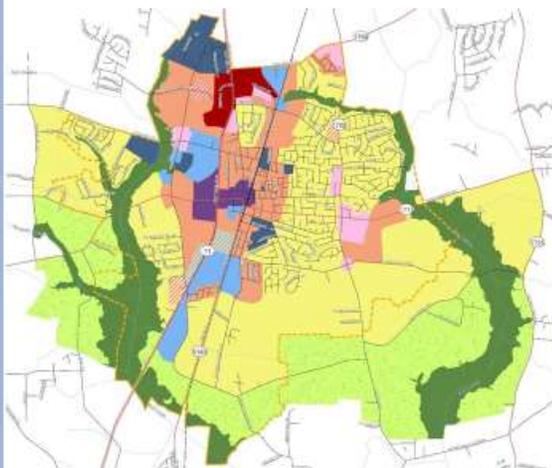
# Land Use and Character



Town of  
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## Future Land Use



### Future Land Use Designation

-  Conservation Area
-  Institutional or Park
-  Rural Residential
-  Suburban Residential
-  Urban Neighborhood
-  Commercial Overlay
-  Neighborhood Center
-  Mixed Use
-  Regional Center
-  Employment / Residential
-  Office & Employment



## Neighborhood Design



Architectural detail (i.e. front porches), materials, landscaping, sidewalks, greenways, open space or amenities can be part of standards or conditions that help new development fit the character of Winterville.



## Poor Neighborhood Design



Higher density PUD in Greenville



## Poor Neighborhood Design



Duplex subdivision in Greenville behind Aldi



# Conditional Zoning

- Ability to custom-tailor requirements and character based on the development application
- Legislative process (not quasi-judicial)
- Responsive to market demands, but respects community concerns
- Ch 160D-compliant



Winterville Land Use Plan

## Urban Neighborhood

### General Character

Somewhat higher density, predominantly single family detached residential housing. Some attached housing and/or small-scale commercial, retail, or restaurants allowed at select locations.

Typical Components	
Density	3-8 per acre
Lot coverage	Medium
Building height	1.5-3 stories
Parking	On- and off-street, front, side, rear, or alley-loaded
Street pattern	Suburban to urban grid
Right-of-way width	50'-60', less for alleys
Block length	600'-800'
Drainage	Curb-and-gutter
Bicycle/Pedestrian	Sidewalk, (both sides)
Open Space	5-10%, more formal including plazas, greens and other common areas
Potential zoning	R-12.5, R-10, R-8, possibly also NB*, R-6, or M-R

\*A Neighborhood Business zoning district is recommended on page 60.

### Uses

Small-lot single family detached residential dom-

inates (with lots of approx. 6,000 to 10,000 sq ft), but duplexes or town-homes may be appropriate if design criteria are met to protect neighborhood character. Some small-scale service or office uses may be appropriate at select locations.



### Buildings & Parking

Buildings are closer to the street, some side- and alley-loaded developments may be close to the sidewalk. Parking at nonresidential uses should be in the rear, to preserve walkability. On-street parking should be provided if densities exceed 4 dwelling units per acre or lot frontage of less than 50 feet per home.



### Streets & Connections

Low- to medium-volume streets prioritize pedestrians. Street trees soften the streetscape. Connections to adjacent properties and neighborhoods are frequent.



Examples of Urban Neighborhood.

# Neighborhood Design & Open Space

- Current standards only require a minimum amount of open space for certain uses (i.e. RV parks)
- Provisions for open space dedication exist but could be enhanced
- Plan recommends reviewing open space, recreation, and fee-in-lieu standards for new subdivisions



Winterville Land Use Plan

# Neighborhood Design & Open Space

- Increase open space standards for new development, especially
  - New residential developments > 2 units/acre
  - Planned Unit Developments (PUDs)
- Allow flexibility in lot size (with overall density capped) if minimum standards for open space are exceeded
- Strive for usable open space and connectivity between open space areas

**Conventional subdivision**

- 56 Acres
- 130 Lots
- 13% Open Space



**Conservation subdivision**

- 56 Acres
- 130 Lots
- 40% Open Space



# Downtown

- **Downtown**
  - Updates to code needed to encourage infill & redevelopment
- **West Main**
  - Mix of uses & urban neighborhood within walking distance to downtown
- **Gateway**
  - Explore options to achieve vision



## Downtown

Reuse of historic buildings matched with strategic infill and new outdoor amenities can revitalize downtown Winterville.

- A. New mixed use buildings** via infill and redevelopment (short and long-term) that match historic form (i.e. Main & Mill)
- B. New central greenspace** (Market on the Square Area)
- C. Small-scale attached and detached residential as infill**



Design standards that mimic the existing downtown vernacular creates a sense of place.



Vibrant downtowns need areas for programming vibrant events and activities.



## West Main

West Main St can serve as the primary entrance to downtown and as a walkable neighborhood with smaller-scale businesses.

**D. Commercial infill and reuse of existing buildings** along Main St.

**E. Updates to Main St** to include sidewalks on north side and on-street parking (long-term)

**F. Mix of residential** within walking distance to downtown

**G. Expansion of office/employment uses**

WALKABLE INFILL RESIDENTIAL SUPPORTS DOWNTOWN



Infill development can bring new residents and reinforce a vibrant streetscape.



COMMERCIAL REUSE ALONG WEST MAIN ST.



Older homes could be renovated and reused as offices, shops or restaurants to expand the downtown district.

Town of Winterville

Comprehensive Land Use Plan | 82



## Gateway and New Commercial Center

This concept shows potential for a new mixed use node with wayfinding and multimodal transportation facilities to reinforce downtown.

**H. Gateway signage and landscaping**

**I. Pedestrian oriented commercial and mixed use development.** Potential for mixed use center with shopping, restaurants and residential.

**J. Potential park/trailhead**

SIGNATURE GATEWAY ENTRANCE LANDSCAPING



Enhanced landscaping and signature signage will bring attention to this area.



PEDESTRIAN-ORIENTED COMMERCIAL DEVELOPMENT



The commercial anchor to the west should be built with pedestrians in mind.

Adopted: 10/14/2019

Recommendations & Implementation | 83



# Code Updates – Options for Improving Design of New Development

### Increase District Standards

- Increase open space requirements for residential districts
- Stormwater standards
- Connectivity (*collectors, block size, etc.*)
- Downtown standards (*streets, sidewalks, residential options & reqs.*)

### Options / Incentives

- ↑ Planned Unit Development (PUD) District standards
- Potential for optional conservation subdivision option
- Central Business Transition Overlay District updates
  - *Standards for med-high density housing*

### Conditional Zoning

- Legislative process with base zoning district and additional development standards
- Public meeting to gather input
- Conditions that reasonably address expected impacts

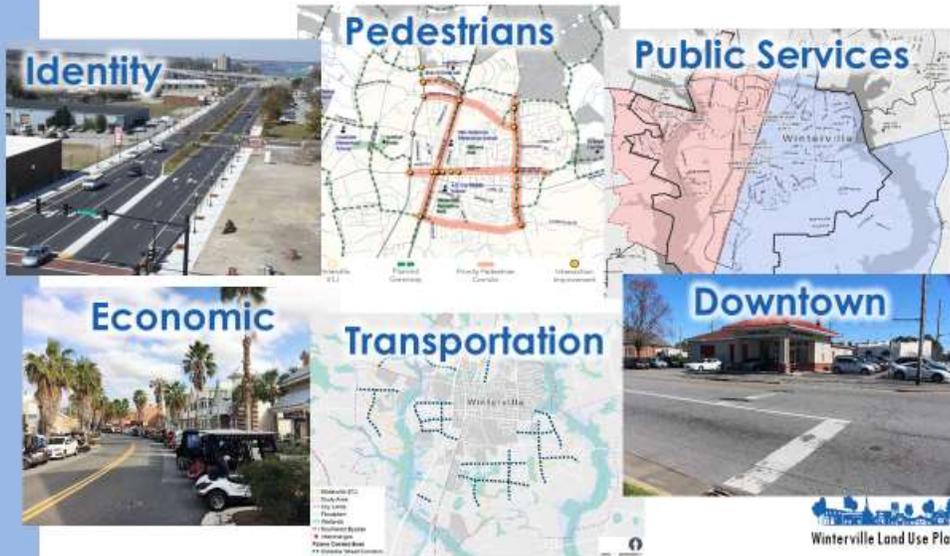


# Policy Recommendations



Town of  
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STEWART



## Identity

- Improve key gateways into Town
  - Standardize / upgrade signage on key entry corridors
- Sense of place / character
  - Preserve historic buildings near downtown
  - Encourage park / amenities in new development
- Streetscapes and public spaces
  - Town led initiatives



Winterville Land Use Plan

## Economic Development

- Reduce retail leakage and encourage commercial in well-located sites
- Business recruitment and retention
- Reinforce Town's identity as family-friendly community
- Promote retirement-focused living



Precedent Image: Main Street at The Villages, FL

Winterville Land Use Plan

## Transportation Recommendations

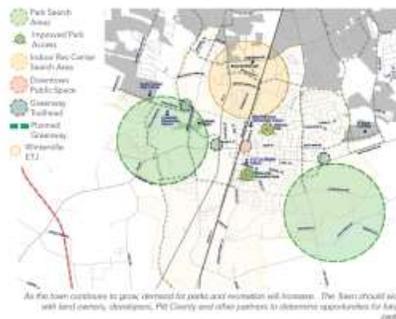
- Address problematic intersections
- Manage access on high volume roads
- Connectivity
  - Encourage collector streets in growing areas
  - Coordinate connectivity, sidewalk and street standards
  - Consider retrofitting pedestrian walkways to increase access to parks



Winterville Land Use Plan

## Park Recommendations

- Indoor Recreation / Multi-purpose Center on northside of Town
- Improve park access
- Greenspace downtown
- Greenways
- Land banking (in west and southeast)



As the town continues to grow, demand for parks and recreation will increase. The town should seek out and secure, through development, Pitt County and other partners, to determine opportunities for future parks.

Winterville Land Use Plan

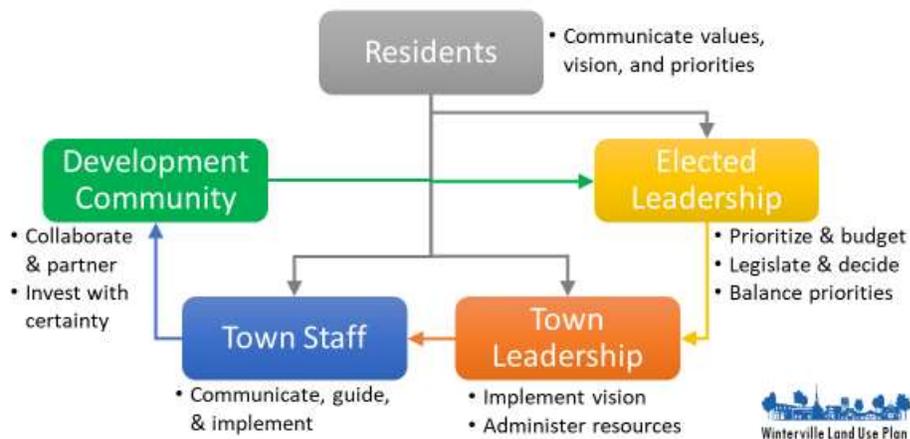
# Implementing the Plan



Town of  
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*A slice of the good life!*

STEWART

## How is the Plan Used?



## Town Staff uses the Plan to...

- Communicate community vision and priorities to private sector and residents.
  - *"I want to rezone my property to..."*
- Make interpretations, recommendations, and staff decisions on land use and development applications.
  - *"The proposed rezoning is consistent with the Future Land Use Map..."*
- Refine and improve procedures and outcomes.
  - Establish work plans and objectives.

Winterville Land Use Plan

## Town Leadership uses the Plan to...

- Implement Elected Leadership priorities.
  - *"Allocate \$X,XXX to implement improvement project Y."*
- Administer and evaluate workplans.
  - *"How will your annual department workplan achieve community goals?"*
- Communicate priorities to staff.
- Establish performance objectives, accountability, and measure and communicate successes.
  - *"The Town has increased X by Y, on the path toward achieving Goal Z."*



## Elected Leadership uses the Plan to...

- Evaluate land use and development application requests.
  - *"I support Special Use Permit for [land use] based on FLUM."*
  - *"I cannot support this proposal because it contradicts the community vision expressed by Policy X and Y."*
- Make determinations of consistency.
  - *"I support the rezoning because of the FLUM and Policies X, Y, and Z."*
- Prioritize and budget community priorities and projects.
  - *"This year the [Department] will initiate construction of [capital project]."*
  - *"Update the UDO's standards for X."*



## Responsibility and Accountability

- Staff: Establish workplan and projected budget
- Elected Leadership: Allocate resources
- Town Leadership: Assess accountability and progress
- Staff: Regular reports to Leadership on progress and needs
- Elected Leadership: Hold staff accountable.



# Worksession



Town of  
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## Staff Priorities

- State statute changes (160D)
  - [Topic #1](#) | [Topic #2](#) | [Topic #3](#)
  - Conditional zoning process updates
- Review and refine UDO development design standards, especially:
  - Broaden use mixes and standards in appropriate zoning districts (commercial, mixed use districts, PUDs, overlays)
  - Review and revise density and development standards, per the FLUM
    - Allowable density and unit types
    - Access / loading, connectivity and block length standards
    - Open space standards (minimums, conservation subdivision option)
- Modify standards for Conditional Zoning



## Other Tasks

- Coordinated signage, identity, and branding on major corridors
- Improve walkability and pedestrian connections
- Park acquisition, connectivity, improvements, and facility development
- Downtown improvements, taxing district, or tax incentives



The group took a short break. Mayor Pro Tem Roberson called the meeting back to order. She asked everyone to remember Mayor Jackson that is in the hospital. Jay McLeod, Senior Planner continued with the roundtable portion of the training.

## Roundtable

1. Which plan recommendations are most pressing or should be addressed first?
  1. UDO (process, design, density) updates?
  2. Capital projects?
  3. Incentive programs?
  4. Land acquisition and park projects?
  5. Other?
2. Which Town departments are responsible for each?



Town of Winterville

February 6, 2020

### Comprehensive Plan Priority Roundtable

Attendees:

Council:

Planning Board:

Town Staff:

Roundtable priority identification:

- A. Keep the character of older sections (front porch, connected streets) of Winterville, while not stifling growth in new development (usu. more suburban, but need to be **connected** into the existing community).
  - a. "Old" **downtown** character needs to be respected and preserved, esp. neighborhood and community activity centers.
  - b. Opportunity to entertain *high quality* multi-family in select locations. Needs strict development standards to ensure investment grows.

- B. Lack of parking downtown; negatively impacting the **downtown experience**.
- C. **Connectivity** *between* new subdivisions, connecting to their neighbors.
- D. Identity, esp. on gateway corridors and entrances.
  - a. Also **downtown** signage / wayfinding / character.
  - b. Build the Winterville brand as a community, instead of a collection of neighborhoods.
- B. Road maintenance and right-of-way upkeep.
- C. Sidewalks, pedestrian connectivity.
  - a. In “urban neighborhood” FLU, sidewalks on both sides.
  - b. Beacon Drive sidewalk.
- D. Open spaces and greenspace.
- E. Continuing growth in Winterville.
- F. Continuing to reinforce, revitalize, and grow the **downtown** as cultural, social, and activity center.

- J. Expand community engagement through electronic/social media and interaction opportunities.
  - a. Develop an app?
- K. Making space for housing variety, incl. opportunity for quality housing on smaller lots with low yard maintenance.
- L. Reinforce activities and events in the **downtown**; reinvest.
- M. Open minds and flexibility in conversations about change; the “well, I could be convinced if...” discussion



**ADJOURN: Meeting adjourned at 11:15 am.**

Adopted this the 9<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Veronica W. Roberson Mayor Pro Tem

ATTEST:

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



**WINTERVILLE TOWN COUNCIL  
MONDAY, FEBRUARY 10, 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 Pro Tem Veronica W. Roberson presiding. The following were present:

Douglas A. Jackson, Mayor (absent due to illness)  
Veronica W. Roberson Mayor Pro Tem  
Richard (Ricky) E. Hines, Councilman  
Tony P. Moore, Councilman  
Johnny Moye, Councilman  
Mark C. Smith, Councilman  
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 Pro Tem Roberson called the meeting to order.

**INVOCATION:** Councilman Moore gave the Invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Roberson led everyone in the Pledge of Allegiance.

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

**APPROVAL OF AGENDA:**

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

**PROCLAMATIONS:**

Black History Month – Mayor Pro Tem Roberson read the 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 W. Roberson, Mayor Pro Tem

**Attest:**

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

Councilman Moore noted the retirement of Bronswell Patrick's jersey at D.H. Conley.

**PUBLIC COMMENT:** Mayor Pro Tem Roberson read the Public Comment Policy.

1. Alton Wadford – 35<sup>th</sup> Annual Watermelon Festival will be Thursday August 27, 2020 – Sunday, August 30, 2020. The Committee is requesting \$50,000 in March.
2. Dr. Glenn Johnson – Discussed a safety issue at the crossing of Main and Railroad Streets.

Councilman Moore introduced County Commissioner Lauren White. She said she was happy to be at the meeting and commented on the upcoming Census and the economic update in the County.

**CONSENT AGENDA:**

Approval of the following sets of Council Meeting Minutes:

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

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

**OLD BUSINESS:**

Cost Participation Agreement for Betterment of Eli's Ridge Subdivision Lift Station & Force Main: Public Works Director Welborn gave the following presentation.

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 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 to upgrade the wet well 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 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 that would define total cost and payment terms. The Engineer's Cost Estimate (below) denotes the Town's estimated portion of project costs – highlighted in yellow.

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	\$ 198,912.00	\$ 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

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

**Motion made by Councilman Smith and seconded by Councilman Hines to approve the Cost Participation Agreement for Betterment of Eli's Ridge Subdivision Lift Station & Force Main. The motion carried unanimously, 5-0.**

**NEW BUSINESS:**

Brookfield, Section 4, Phase 2 - Final Plat: Planning Director Jones gave the following presentation.

Town Council – February 10, 2020

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

Presenter:  
Bryan Jones,  
Planning Director



Brookfield, Sec 4, Ph 2 – Final Plat

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- Location: Laurie Ellis Road west of its intersection with Old Tar Road
- Parcel Number: 86023
- Site Data: 26 Lots (12.535 Acres)
- Current Zoning District: R-10



- Preliminary Plat for Brookfield, Section 4 was approved by Town Council on December 10, 2018.
- Construction Plans were approved by the DRC on March 18, 2019.
- P & Z Board unanimously recommended approval of the Final Plat on October 21, 2019







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

**Motion made by Councilman Smith and seconded by Councilman Hines to approve the Brookfield, Section 4, Phase 2 - Final Plat. The motion carried unanimously, 5-0.**

**OTHER AGENDA ITEMS:**

Councilman Smith – Discussion of Information Concerning Previous Legal Matter: Town Attorney Lassiter summarized the lawsuit that terminated on November 19, 2019 with a court order of a \$2,917.80 federal judgement. Council discussed the costs incurred and the advantages and disadvantages of filing the judgement in state court.

**Motion made by Councilman Smith and seconded by Councilman Moore to file the judgement in state court. The motion failed 2-3, Councilman Smith and Councilman Moore voted in favor. Mayor Pro Tem Roberson, Councilman Moye, and Councilman Hines opposed.**

Councilman Moore – Discussion of Regulations on Parking in Front Yards: Council and staff discussed regulations concerning parking issues in Town. Councilman Moore asked staff to investigate parking controls in other Towns. Councilman Moye asked staff to look into larger vehicles parking on streets. Staff is or will work on these issues and bring options back to Council.

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

Councilman Moore asked staff to look into the backyard drainage issue and painting parking spaces behind Town Hall. Staff is working on both conditions.

## **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)

Parking is becoming an issue downtown. Staff is working to delineate private and public parking in the downtown area. Staff will disseminate information on website and social media to the public.

Councilman Smith asked about the Town limit sign and the Reedy Branch Road closure. Public Works Director Welborn will contact DOT on the status.

Staff is working in-house to move cemetery project forward.

**Motion made by Councilman Smith and seconded by Councilman Hines to approve \$50,000 for the Watermelon Festival for payment in March. The motion carried unanimously, 5-0.**

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

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

**Attorney Lassiter:** Reminded Council of the Closed Session to follow.

**Councilman Moore:** Asked everyone to remember staff member on the loss of a loved one. He thanked everyone for thoughts during his wife's recent surgery.

**Councilman Tem Smith:** None.

**Councilman Moye:** He was sorry he missed the Comprehensive Land Use Plan Training due to a family illness.

**Councilman Hines:** Urge NCDOT to erect a sign for SCHS basketball championship.

**Mayor Pro-Tem Roberson:** Ask all to remember Black History Month, Heart Month, and pray for Mayor Jackson as he recovers in the hospital.

**Manager Parker:** Thanks to Council and Staff for efforts. Noted that the Town's new fire truck is on the E-One calendar this month.

**Motion made by Councilman Hines and seconded by Councilman Smith to adjourn into Closed Session. Motion carried unanimously, 5-0. Meeting adjourned at 8:34 pm.**

**CLOSED SESSION:**

**Motion made by Councilman Hines and seconded by Councilman Smith to enter into Closed Session: 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.)

**Motion carried unanimously, 5-0.**

**Motion made by Councilman Smith and seconded by Councilman Hines to adjourn Closed Session. Motion carried unanimously, 5-0.**

**Motion made by Councilman Hines and seconded by Councilman Smith to return to open session. Motion carried unanimously, 5-0.**

**ADJOURN: Motion made by Councilman Moore and seconded by Councilman Hines to adjourn regular meeting. Motion carried unanimously, 5-0. Meeting adjourned at 8:55 pm.**

Adopted this the 9<sup>th</sup> day of March, 2020.

ATTEST:

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Veronica W. Roberson, Mayor Pro Tem

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Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** March 9, 2020

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Evergreen Construction Company – Rezoning Request (Conditional Zoning District).

**Action Requested:** Schedule Public Hearing for Rezoning Request for April 13, 2020.

**Attachment:** Rezoning Application, Rezoning Map, Legal Description, Staff Report.

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

**Date:** 2/26/2020

**ABSTRACT ROUTING:**

TC: 3/2/2020

TM: 3/4/2020

Final: tlp - 3/4/2020

**Supporting Documentation**

**Applicant:** Evergreen Construction Company.

**Location:** Hwy 11/Chapman Street north of its intersection with Main Street.

**Parcel Number:** 20628 / 28376.

**Site Data:** 3.27 Acres.

**Current Zoning District:** R-6 / GB.

**Proposed Zoning District:** Multifamily – Residential (MR) Conditional.

**Conditional Zoning Request:** “To allow for subject parcels to be developed as 48 unit (55+) age restricted senior rental housing.”

- ❖ Adjacent property owners were mailed notification of the rezoning request on February 10, 2020.
- ❖ Notification was posted on the site on February 10, 2020.

**Budgetary Impact:** TBD.

**Recommendation:** Schedule the Public Hearing.



**REZONING APPLICATION  
TOWN OF WINTERVILLE**

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

**Staff Use Only**  
Appl. # \_\_\_\_\_

**OWNERSHIP INFORMATION:**

Applicant: Evergreen Construction Co.

Address: 7706 Six Forks Road - Raleigh, NC 27615

Phone #: 919-848-2041 ext 201 Email: tim@eccmgt.com

Owner: Brock Family

Address: 134 Howard Boulevard - Newport, NC 28570-7924

Phone #: Listing Agent: 252-355-0088 (Debbie W. Barber)  
Kittrell & Armstrong, LLC

**PROPERTY INFORMATION**

Parcel #: 20628 & 28376 Area (square feet or acres): 3.27 acrs

Current Land Use: Vacant

Location of Property: 2576 Chapman Street

**ZONING REQUEST**

Existing Zoning: General Business & R-6 Requested Zoning: Multifamily-Residential w/ Conditional Use

Reason for zoning change: \_\_\_\_\_

To allow for subject parcels to be developed as 48unit (55+) age restricted senior rental housing.

**This application shall be accompanied by the following items:**

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

**OWNER/AGENT STATEMENT**

I, \_\_\_\_\_, being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for 2 / 17 / 2020.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance may result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

\_\_\_\_\_  
Signature Date

**NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.**

I, Linda Brock Best, Executive, being the Owner of the property described herein, do hereby authorize Evergreen Construction Co., or its assigns as agent for the purpose of this application.

Linda Brock Best \_\_\_\_\_  
Signature Date 1-28-2020

Sworn to and subscribed before me, this 28th day of January, 2020

Heather Griffin  
Notary Public

My Commission Expires:  
3/25/2022



**Staff Use Only**

Appl. #: \_\_\_\_\_ Fee Amount \_\_\_\_\_ Date Paid \_\_\_\_\_

Planning Board Recommendation: APPROVED Meeting Date: \_\_\_\_\_

DENIED

Conditions/Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Town Council Decision: APPROVED Meeting Date: \_\_\_\_\_

DENIED

Conditions/Comments: \_\_\_\_\_

\_\_\_\_\_



# TIMMONS GROUP

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 5410 Trinity Road, Suite 107 | Raleigh, NC 27607  
 TEL 919.866.4951 FAX 919.833.8124 www.timmons.com

**EVERGREEN - WHITE SPRING**  
 PITT COUNTY, NORTH CAROLINA  
**VICINITY MAP**

DATE: 01/31/2020  
 DRAWN BY: J. DUFFEE  
 ESTIMATED BY: R. BAVER  
 CHECKED BY: R. BAVER  
 SCALE: AS SHOWN  
 PROJECT NO: 42601.006C  
 SHEET NO: EX1.0

DATE: \_\_\_\_\_  
 REVISION DESCRIPTION: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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Situated in Winterville Township, Pitt County, North Carolina more particularly described as follows: Beginning at an iron in the western right-of-way line of Chapman Street, said iron being the northeast corner of the Barber property; and running thence North 83 deg. 46 min. West 497 feet to an iron, said iron being the northwest corner of the Hardee property and NC HWY 11 right of way; thence running North 11 deg. 45 min. East 713 feet along the NC HWY 11 right of way to an iron, and thence running South 83 deg. 46 min. East 477 feet to an iron, said iron being located in the western right-of-way line of Chapman Street, and thence along the western right-of-way of Chapman Street in a South 06 deg. 44' West 150 feet to an iron; and thence North 83 deg. 45 min. West 150 feet to an iron; and thence South 06 deg. 44 min. West 100 feet to an iron; and then South 83 deg. 46 min. East 150 feet to an iron, said iron being in the western right-of-way of Chapman Street, and thence along the western right-of-way of Chapman Street in a southerly direction 80 feet to an iron, the point of beginning.

Subject Properties

Parcel #20628

Best, Linda Brock and Brock, David Earl Heirs  
2576 Chapman St Winterville NC 28590

Parcel #28376

Best, Linda Brock and Brock, David Earl Heirs  
0 Winterville Pkwy Winterville NC 28590

Adjoining Properties

Parcel #12669

Joyner, Harvey Lee Life Estate and Joyner, Barbara Hines Life Estate  
104 Depot St Winterville Nc 28590

Parcel #13997

Barber, Clyn Willard Jr and Barber, Edna Paramore  
137 Main St Winterville Nc 28590

Parcel #20393

Barber, Clyn Willard Jr and Barber, Edna Paramore  
147 Main St Winterville Nc 28590

Parcel #20695

Hardee, Travis Oscar and Hardee, Ellen Roebuck  
105 Main St Winterville Nc 28590

Parcel #20696

Hardee, Travis Oscar and Hardee, Ellen Roebuck  
0 Main St Winterville Nc 28590

Parcel #28373

Gateway Christian Center of Greenville Inc  
2538 Chapman St Winterville Nc 28590

Parcel #01538

Morris, Bonnie Lee and Tucker, Belvin Maynard Jr  
2570 Chapman St Winterville Nc 28590

Parcel #03954

Barber, Clyn Willard Jr and Barber, Edna Paramore  
127 Main St Winterville Nc 28590

Parcel #04666

Winterville Rescue and Ems Inc  
2579 Chapman St Winterville Nc 28590

Parcel #05590

R E Davenport Jr Family Ltd Partnership  
2612 Nc 903 S Winterville Nc 28590

Parcel #19296

Ross, Kenneth R  
0 Main St Winterville Nc 28590

Parcel #27100

Gateway Christian Center  
105 Depot St Winterville Nc 28590



**Town of Winterville Planning Department  
Zoning Staff Report**

**GENERAL INFORMATION**

**APPLICANT** Evergreen Construction Company

**HEARING TYPE** Rezoning Request

**REQUEST** R-6 and General Business (GB) to Multi-Family Residential (MR)

**CONDITIONS** "To allow for subject parcels to be developed as 48 unit (55+) age restricted senior rental housing."

**LOCATION** 2576 Chapman Street

**PARCEL ID NUMBER(S)** 20628 and 28376

**PUBLIC NOTIFICATION** Adjacent property owners were mailed notification of the rezoning request and notification was posted on site on February 10, 2020. **14** properties were mailed notifications.

**TRACT SIZE** 3.27cres

**TOPOGRAPHY** Flat

**VEGETATION** Partially cleared / Partially wooded

**SITE DATA**

<b>Existing Use</b>	Vacant	
<b>Adjacent</b>	<b>Zoning</b>	<b>Adjacent Land Uses</b>
N	General Business	Church
E	General Business, Agricultural Residential	Single-family residential, vacant land, Hwy 11 S
W	R-6, Central Business	Single-family dwellings, vacant land, and commercial
S	GB, R-6	Single -family dwellings, commercial

**ZONING DISTRICT STANDARDS**

<b><u>District Summaries</u></b>	Existing	Requested
Zoning District Designation:	<b>R-6 and GB</b>	<b>Multi-Family Residential</b>
Max. Density:	N/A	N/A
Typical Uses:	R-6 meant to mainly accommodate high-density residential. GB intended to accommodate business that serve the traveling public and require large amounts of land for display and parking.	MR is intended to provide a quiet, relatively high-density neighborhood consisting of apartment complexes.

*\*These regulations may not reflect all requirements for all situations; see the Town of Winterville Zoning Ordinance for all applicable regulations for site requirements for this zoning district.*

**SPECIAL INFORMATION**

**Overlay District Ordinance**

n/a

**Environmental/Soils**

n/a

Floodplain N/A

Streams N/A

Other: If >1 acre is disturbed, site must meet Phase 2 SW requirements, provide Soil Erosion and Sedimentation Control Permit

**Utilities (Availability):**

Water - available TOW  
Sewer - available TOW  
Electric - available TOW

**Landscaping & Buffer Requirements**

Development must meet requirements per Article X-A. Vegetation and Buffering Requirements.

**Transportation**

Street Classification: Chapman St – Local Street.  
HWY 11 S– NCDOT Road.

Site Access: All access(s) must be designed and constructed to the Town of Winterville / NCDOT standards.

Traffic Counts: None available.

Trip Generation: N/A.

Sidewalks: Per Section 6.5 Special Requirements to the Table of Permitted Uses, SR 2, site plan approval must be obtained from P&Z and Council. Site plan must include side walks under the same manner and criteria as defined in the Subdivision Ordinance.

Traffic Impact Study: TBD  
(TIS)

Street Connectivity: N/A.

Other: N/A.

**IMPACT/POLICY ANALYSIS**

**Land Use Compatibility**

The proposed Multi-Family Residential zoning district would allow land uses that are compatible with the general character of the area.

**Town of Winterville Comprehensive Land Use Plan Policies**

The Future Land Use Map designates this location as **Mixed Use Center character area**. The requested **Multi-Family Residential** zoning district is generally consistent with this character area as defined by the future land use designation.

**Comprehensive Land Use Plans - Recommendations & Implementation**

**Land Use Policy 6 - Support Higher Density Housing Options in Strategic Locations:**

Encourage housing options in locations within walking distance off commercial and mixed use areas.

**Economic Development Policy 5 - Promote Retirement-focused living:**

- Continue participation in the N.C. Department of Commerce's Certified Retirement program.
- Remove barriers to and consider incentives for senior-friendly housing types in downtown and other appropriate locations
- Recruit developers for individually owned patio homes and life care facilities to broaden market offerings to the retirement age demographic.

**Downtown Policy 1 - Live/work/play downtown:** Allow people to live near downtown Winterville, by encouraging and allowing more dense residential development within walking distance to downtown.

**Downtown Policy 3 - Encourage Investment and Redevelopment:** Encourage and allow high density residential in and around downtown.

**STAFF ANALYSIS AND RECOMMENDATION**

**Community Outreach**

Applicant is encouraged to discuss this proposed rezoning and development with owners of surrounding properties.

**Staff Analysis**

The 3.27 acre property is currently vacant. North of the request is a church, zoned General Business (GB). East of the request NC Hwy 11 S. South of the request are single-family dwellings and commercial businesses, zoned R-6 and GB. West of the request are single-family dwellings, vacant land, and commercial businesses, zoned Central Business, R-6, and General Business. The request is consistent with the intent and purpose of the Zoning Ordinance, the Comprehensive Land Use Plan, and is generally compatible with the existing development and trend in the surrounding area.

**Staff Recommendation**

Staff recommends approval of the requested Multi-Family Residential District with the condition of being specifically for an age restricted (55+) senior housing complex.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** March 9, 2020

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Ange Plaza, Lot 21 – Annexation.

**Action Requested:** Direct Town Clerk to Investigate the Sufficiency of Annexation.

**Attachment:** Annexation Petition, Annexation Map, and Legal Description.

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

**Date:** 2/26/2020

**ABSTRACT ROUTING:**

TC: 3/2/2020

TM: 3/4/2020

Final: tlp - 3/4/2020

**Supporting Documentation**

The property owner of a portion of Parcel 76141 (Ange Plaza, Lot 21) is applying for annexation into the Town limits.

**Ange Plaza, Lot 21:**

**Location:** Beacon Drive east of its intersection with Winterville Parkway.

**Size:** 1.2397 Acres.

**Zoned:** GB.

**Annexation Process:**

- ❖ 1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (3/9/2020).
- ❖ 2nd Council Meeting: Schedule a Public Hearing for the Annexation (4/13/2020).
- ❖ 3rd Council Meeting: Hold Public Hearing on the Annexation (5/11/2020).

**Budgetary Impact:** TBD.

**Recommendation:** Direct Town Clerk to Investigate Sufficiency.

**PETITION REQUESTING ANNEXATION**

Date: February 4, 2020

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

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

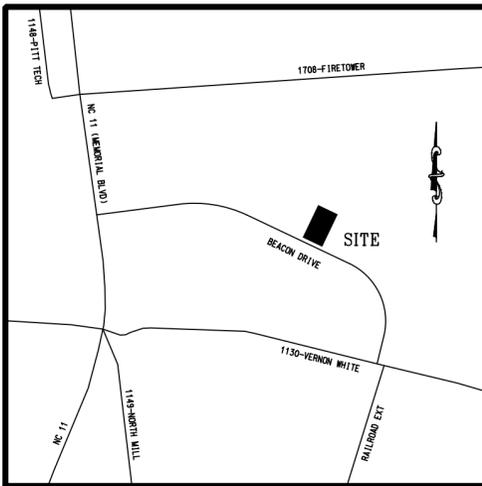
Description

Ange Plaza Lot 21

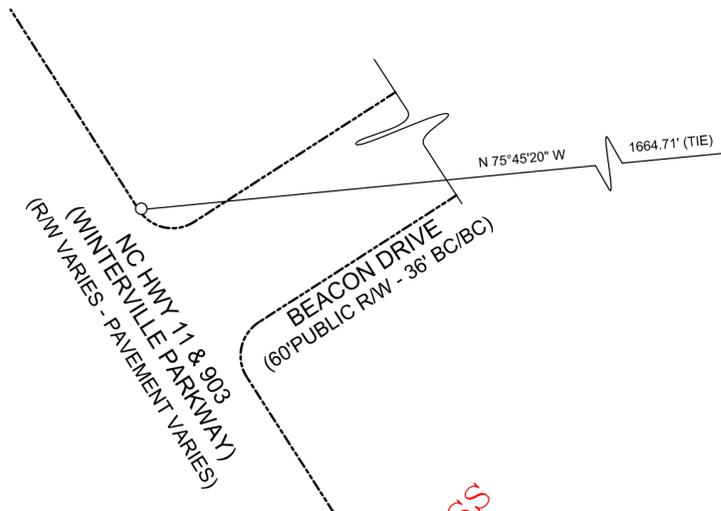
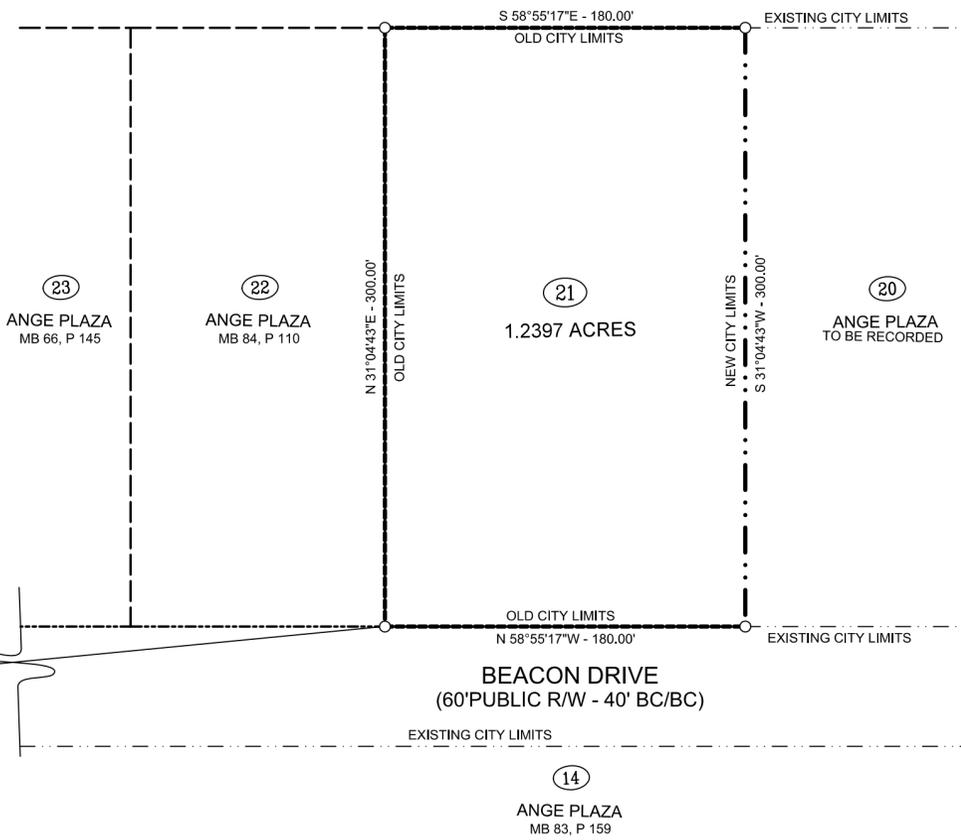
Name Cedar Landing Properties, LLC

Address 3 Rest Haven Road Extension  
Bath, NC 27808

Signature 



VICINITY MAP  
1" = 1000'



**PROGRESS  
DRAWING**

ANNEXATION MAP FOR  
**ANGE PLAZA - LOT 21**  
A PORTION OF THE PROPERTY IN DEED BOOK 3748 PAGE 300  
OF THE PITT COUNTY REGISTRY  
WINTERVILLE TOWNSHIP      PITT COUNTY      NORTH CAROLINA

OWNER: CEDAR LANDING PROPERTIES, LLC  
ADDRESS: 3 REST HAVEN ROAD EXTENSION  
BATH, NC 27808  
PHONE: (252) 714-8653

MALPASS & ASSOCIATES 1645 E. ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858 (252) 756-1780	SURVEYED: CEP	APPROVED: CEP
	DRAWN: WCO	DATE: 02/03/20
	CHECKED: CEP	SCALE: 1" = 60'

NEW CITY LIMIT = - - - - -  
OLD CITY LIMIT = - - - - -  
EXISTING CITY LIMIT = - - - - -



MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY  
THE TOWN OF WINTERVILLE, N.C.  
DATE: \_\_\_\_\_ ; ORDINANCE NUMBER: \_\_\_\_\_ ; AREA: 1.2397 ACRES  
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

I, CARLTON E. PARKER, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED FROM LATITUDES AND DEPARTURES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.  
CARLTON E. PARKER      L-2980

Legal Description For  
Ange Plaza Lot 21 Annexation

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

Beginning at a point in the northern right of way of Beacon Drive said point being located S 75-45-20 E – 1664.71' from the intersection of the northern right of way of Beacon Drive and the eastern right of way of NC Hwy 11 and being the southeast corner of Ange Plaza Lot 22 as recorded in map book 84, page 110 of the Pitt County Registry, thence from said point of beginning **N 31-04-43 E – 300.00'**, thence **S 58-55-17 E – 180.00'**, thence **S 31-04-43 W – 300.00'** to the northern right of way of Beacon Drive, thence with the northern right of way of Beacon Drive **N 58-55-17 W – 180.00'** to the point of beginning containing **1.2397 acres**.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** March 9, 2020

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Budget Amendment 2019-2020-5.

**Action Requested:** Approve the Budget Amendment.

**Attachment:** Budget Amendment 19-20-5.

**Prepared By:** Anthony Bowers, Finance Director

**Date:** 2/26/2020

**ABSTRACT ROUTING:**

TC: 3/2/2020

TM: 3/4/2020

Final: tlp - 3/4/2020

**Supporting Documentation**

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

This amendment addresses three items.

The first item address funds needed to cover the award of the NC Department of Public Safety. The town was awarded a grant in the amount of \$21,000 for the purchase of a new electronic finger printing machine.

The second item address the need to roll over a PO that was issued in the prior year. This is also covered by grants funds and the Town will be reimbursed. The amount of the equipment to be purchased is \$18,000. This is for the SAFER Grant.

The third item address roll over of the PO that was issued last year for the purchase of the E-One Ladder truck. Funds to cover this expense are from Fund Balance and \$600,000 that was borrowed from Southern Bank for the purchase. The amount of the PO is \$1,043,742.

**Budgetary Impact:** The total budget amendment is \$1,082,742.

**Recommendation:** Approve the Budget Amendment.

**BUDGET ORDINANCE AMENDMENT 19-20-5**

**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
Grant Revenue	10	3420	General Fund	\$ 21,000	
Grant Revenue	18	3400	SAFER Grant Fund	\$ 18,000	
Fund Balance Contribution	10	3831	General Fund	\$ 1,043,742	

Total \$ 1,082,742 \$ -

**SECTION 2. Appropriations are to be changed as follows:**

LINE ITEM DESCRIPTION	Account	Department	Fund	Increase	Decrease
Capital Outlay	1043431000	7150	Police General	\$ 21,000	
New Equipment	1843432001	4274	Fire SAFER Grant	\$ 18,000	
Capital Outlay	1043432000	7150	Fire General	\$ 1,043,742	

Total \$ 1,082,742 \$ -

Adopted the 9th day of March 2020.

\_\_\_\_\_

Mayor Pro Tem

\_\_\_\_\_

Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** March 9, 2020

**Presenter:** Terri Parker, Town Manager

**Item to be Considered**

**Subject:** Buffalo Soldier Monthly Meetings.

**Action Requested:** Usage of Operation Center by Buffalo Soldiers.

**Attachment:** Operation Center Rental Application.

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

**Date:** 3/3/2020

**ABSTRACT ROUTING:**

TC: 3/3/2020

TM: 3/4/2020

Final: tlp - 3/4/2020

**Supporting Documentation**

The Buffalo Soldiers are requesting to move their monthly meeting from the Community Room to the Operation Center Training Center. Dr. Glenn Johnson stated that the Training Facility will better suit their group.

**Budgetary Impact:** NA.

**Recommendation:** Consider the change of location request.

2936 Church Street  
P.O. Box 1459  
Winterville, NC 28590



# WINTERVILLE

*A slice of the good life!*

RENTAL APPLICATION

TOWN OF WINTERVILLE

OPS CENTER TRAINING FACILITY

Phone: (252) 215-2412  
Fax: (252) 756-6776  
www.wintervillenc.com

Name of individual/group renting the OPS Center Facility Buffalo Soldiers  
Name of group representative submitting the application Col. Glenn E. Johnson  
Address 459 Williamston Dr. Winterville, NC 28590-9416  
Phone number 252-902-9222 Proposed use of facility Monthly Meetings  
Expected number of attendees (maximum 60) 10 Date of Rental Last Thursday of Month  
Set up Time 6:45 p.m. Starting Time 7:00 p.m. End Time 8:00 p.m.

I understand that as the individual/representative of the group renting the OPS Center Training Room, I assume full responsibility for any and all damages during the times stated above and will enforce compliance with all rules contained in the attached RULES FOR USE OF THE OPS CENTER TRAINING FACILITY.

Glenn E. Johnson  
Signature

3-2-20  
Date

**FOR TOWN USE ONLY**

**Finance Department**

Rental payment amount \$ \_\_\_\_\_ Circle one: check (check no. \_\_\_\_\_) or cash

Security deposit amount \$ \_\_\_\_\_ Circle one: check (check no. \_\_\_\_\_) or cash

Date received \_\_\_\_\_ Received by: \_\_\_\_\_

**Police Department**

\_\_\_\_\_ The building was found to be properly cleaned and undamaged. Recommend refund of deposit.

\_\_\_\_\_ The building was not properly cleaned and/or was damaged as noted below. Recommend charge of \$ \_\_\_\_\_ be made against deposit and an additional charge of \$ \_\_\_\_\_ be made for necessary cleaning and/or repairs to facility.

**Finance Department**

Date Refunded \_\_\_\_\_ Refunded by: \_\_\_\_\_

Refund received by \_\_\_\_\_ Date \_\_\_\_\_



2936 Church Street  
PO Box 1459  
Winterville, NC 28590

Phone (252) 215-2412  
Fax (252) 756-6776  
[www.wintervillenc.com](http://www.wintervillenc.com)

Rules for Use of OPS Center Training Room:

1. Reservations must be made a minimum of 24 hours in advance.
2. The legal maximum occupancy for the room is **60** persons.
3. Rental use may not begin before 7 am or extend beyond 11 pm.
4. Smoking, possession of firearms and alcohol consumption are strictly **prohibited**.
5. **No amplified sound** is allowed.
6. No charges for admission are allowed.
7. No profanity is allowed.
8. No activity is allowed that disrupts the operation of the Police-Fire-EMS activities.
9. No tape or adhesive may be attached to the walls or ceilings.
10. No activity may be conducted which damages the room.
11. Users must leave the room in the condition in which they found it. **You do not have to put up tables and chairs.**
12. No agency, individual, or group may reserve the rooms for more than one day each month.
13. **Call 756-1105 prior to departure for inspection and ask an officer to inspect the room.**
14. Trash must be taken out, floors swept and/or mopped and left clean for the next renter.
15. If you use the refrigerator, you must leave it clean and empty.
16. Must be 18 years or older to rent.
17. No outdoor grilling.

Fee Schedule:

1. Payment can be made at the Town Hall by check, cash, money order or credit card. However, no credit cards will be accepted for the security deposit.
2. The in-town rental fee shall be \$125.00 per day plus a refundable \$100.00 deposit. (Taxpayers in the town limits)
3. The out-of-town rental fee shall be \$200.00 per day plus a \$100.00 deposit.
4. **Security deposit will be refunded only if the room is left clean and undamaged. In the event that any of the above rules are violated, your deposit will not be refunded.**
5. Please allow two (2) weeks for your deposit to be mailed or available for pick up.
6. Cancellations require a notice of two (2) business days prior to the scheduled event in order to have fee and deposit refunded. (Please allow up to two (2) weeks for the refund of the rental fee.)

General Information:

The Police Department will manage the reservation of the rooms, will open and close the room, and will terminate rentals if necessary in order to enforce the rental rules. If a termination occurs, neither the rental payment nor the deposit will be refunded.

**FAILURE TO CALL THE POLICE DEPARTMENT PRIOR TO DEPARTURE FOR INSPECTION AND LOCK UP WILL RESULT IN DEPOSIT FORFEITURE.** An access card for entry into the OPS Center Training Room may be obtained the last business day before the rental is to begin or the day of the rental, as long as it is during normal business hours of 8:30 am – 5:00 pm Monday - Friday. To view the facility, please come to the Operations Center between 8:30 and 5:00 Monday – Friday. If problems occur during room rental, please call 756-1105.

Prep Area and Provisions:

The kitchen area has counter top space, a sink, a refrigerator, a microwave and several electrical outlets. Please note that **no** cooking apparatus is provided. Cleaning materials and trash bags are provided and can be found in the cabinet located under the kitchen sink. **All trash must be placed in trash bags and taken to the dumpster located behind the OPS Center and floors must be swept and spot cleaned if necessary.** The Town provides a total of thirty-two (32) chairs and thirteen (13) 30x72 inch tables. Renters may provide additional tables and/or chairs, keeping in mind the legal maximum capacity. Please sign and date acknowledging that you have read and agree to observe the rules for use of the OPS Center Training Room.

Name: Bless E. Johnson Date: 3-2-20

Received by Authorized Town Representative: \_\_\_\_\_ Date: \_\_\_\_\_

REV. 12-13-2012



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** March 9, 2020

**Presenter:** Ryan C. Willhite, Chief of Police

**Item to be Considered**

**Subject:** Revisions to the Town's Animal Control Ordinance.

**Action Requested:** Adoption of the revised Ordinance.

**Attachment:** Copy of proposed Ordinance 20-O-031.

**Prepared By:** Ryan C. Willhite, Chief of Police

**Date:** 2/26/2020

**ABSTRACT ROUTING:**

TC: 3/2/2020

TM: 3/4/2020

Final: tlp - 3/4/2020

**Supporting Documentation**

Over the past few years, the Town of Winterville has experienced a substantial increase in animal control calls for service. These calls for service have often included citizen complaints regarding care and abuse of animals. These issues involve tethering, shelter condition or lack of, animals out in inclement weather and access to a water source just to name a few. Our current Ordinance lacks details and behaviors considered unlawful in many neighboring jurisdictions. The proposed (revised) Ordinance (which is attached) gives Town Staff the ability to better define humane and acceptable methods for tethering, sheltering, and caring for dogs within the Town of Winterville.

**Budgetary Impact:** TBD.

**Recommendation:** Approval.

ORDINANCE NO. 20-O-031

ORDINANCE AMENDING CHAPTER 91 OF THE CODE OF ORDINANCES  
OF THE TOWN OF WINTERVILLE, NORTH CAROLINA

BE IT ORDAINED by the Town Council of the Town of Winterville, North Carolina that Title IX Chapter 96 of the Code of Ordinances of the Town of Winterville is hereby amended as follows:

**CHAPTER 91: ANIMALS**

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**Section**

*General Provisions*

- 91.01 Running-at-large
- 91.02 Keeping horses, mules, sheep and the like
- 91.03 Construction and maintenance of stables

*Dogs*

- 91.20 Running-at-large or creating a nuisance prohibited
- 91.21 **Tethering, Keeping and Penning**
- 91.22 Disposition of fierce, dangerous or vicious dogs
- 91.23 Owner liable for damages caused by dog or cat
- 91.24 Cruel Treatment**
- 91.25 Enforcement**
- 91.99 Penalty

**Cross-reference:**

*Animal waste and dead animals, see § 95.004*

**GENERAL PROVISIONS**

**§ 91.01 RUNNING-AT-LARGE.**

It shall be unlawful for any person to allow animals, stock or fowl to run-at-large within the town, except as otherwise provided in this chapter.

(1992 Code, § 91.01) Penalty, see § 91.99

**§ 91.02 KEEPING HORSES, MULES, SHEEP AND THE LIKE.**

(A) It shall be unlawful for any person to maintain, keep, house or stable any horse, mule, pony, cow, sheep, goat or other livestock within the corporate limits of the town within 300 feet of any dwelling, school, church, restaurant, grocery store, drug store or other retail establishment. No more than one such animal or livestock shall be maintained on a lot containing less than one acre, and no more than two such animals or livestock shall be maintained on any additional acreage of land under any circumstances.

(B) It shall be unlawful for any person to maintain, keep or house any hogs or pigs within the town.

(C) All property determined by the County Tax Office to be a farm use and therefore receive deferred tax status shall be exempt from these provisions as long as the property maintains its deferred tax status in accordance with the rules and regulations of Pitt County, the State of North Carolina and United States Tax Codes.

(1992 Code, § 91.02) (Ord. O-64-03139900, passed 3-13-2000) Penalty, see § 91.99

### § 91.03 CONSTRUCTION AND MAINTENANCE OF STABLES.

(A) All animals or livestock shall be kept and maintained in an enclosed area, and stables shall be constructed and maintained in conformity with the requirements of the County Board of Health. After the plans for the area and stables have been approved as to sanitation requirements by the County Health Department, application shall then be made to the Building Inspector of the town for a permit for the construction.

(B) In all cases, the structure shall be located in the manner as to give the least possible offense to the occupants or residents on adjoining lots. All the stables shall be cleaned and disinfected at least once each day and kept free of noxious odors.

(1992 Code, § 91.03) Penalty, see § 91.99

## DOGS

### § 91.20 RUNNING AT LARGE OR CREATING A NUISANCE PROHIBITED.

(A) For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**OWNER.** Any person, groups of persons or any entity possessing, keeping, having charge of sheltering, feeding, harboring or taking care of any animal covered by this subchapter.

**RUNNING-AT-LARGE.** The presence of any dog or cat on any property, public or private, not owned by the owner of such dog or cat, unless such dog or cat is held in control by a leash or other adequate means of physical control by a person sufficiently strong to hold such dog or cat in control at all times. The phrase **RUNNING-AT-LARGE** shall also refer to any dog which has not been properly vaccinated for rabies or does not wear a vaccination tag as required by this subchapter or other applicable law. The phrase **RUNNING-AT-LARGE** shall also refer to any cat which has not been properly vaccinated for rabies or where the cat owner does not possess proper documentation of vaccination as required by this subchapter or other applicable law.

(B) It shall be unlawful for any dog(s) or cat(s) to be running at large within the town.

(C) It shall be unlawful for any person to own, keep, possess, harbor or maintain an animal in such a manner as to annoy or disturb rights and privileges common to the public or to annoy or disturb persons in the enjoyment of private property. By way of example, but not of limitation, the following are hereby declared to be a public nuisance and are therefore unlawful within the town:

- (1) Getting into or turning over waste or garbage containers;
- (2) Walking on or sleeping on automobiles of another;
- (3) Damaging the real or personal property of anyone other than its owner;
- (4) Repeatedly being or running at large;
- (5) Being maintained in an unsanitary condition so as to be offensive to sight or smell;
- (6) Not being confined to a building or secure enclosure while in estrus;
- (7) Being vicious or chasing, snapping at, attacking, or otherwise molesting others including, pedestrians, bicyclists, motor vehicle passengers, or domestic animals;
- (8) Allowing or permitting an animal to bark, whine, howl or yowl in an excessive, continuous or untimely fashion, or to make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.
- (9) Being housed or restrained less than five feet from a public street, road or sidewalk such that the location of the animal poses a threat to the general safety, health and welfare of the general public;
- (10) Being diseased or dangerous to the health of the public;

(11) Habitually killing other animals, attacking or attempting to attach persons;

(12) Damaging gardens, flowers or vegetables.

(D) It shall be unlawful for any dog owner to permit any dog four months old to appear or be on any street, park or public place therein, unless the dog is wearing a collar or harness to which is attached a current rabies vaccination tag, which has been issued for the dog.

(E) It shall be unlawful to permit any dog to defecate or urinate on the lawn or property of any but the owner, or upon any public or private property without the permission of the owner of that property.

(1992 Code, § 91.20) (Ord. O-47-12108485, passed 12-10-1984; Ord. 06-O-222, passed 5-8-2006; Ord. 06-O-247, passed 12-11-2006) Penalty, see § 91.99

### **§ 91.21 TETHERING, KEEPING AND PENNING.**

(A) It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device on vacant or unoccupied property.

(B) No person shall tether with a chain or wire or other device to, or cause such attachment to, a head harness, choke-type collar or pronged collar to a dog.

(C) Tethered dogs shall have access to adequate food, water, and shelter. This includes shelter from extreme heat or near freezing temperatures, flooding, tornadoes, thunderstorms, tropical storms and hurricanes.

It shall be unlawful for any person, without the consent of an animal's owner or keeper, to knowingly and intentionally harbor or keep in possession by confinement any animal that does not belong to him/her. Any person in possession of a stray animal shall contact the Town of Winterville within 24 hours to provide notice of the stray animal's description and location or to arrange for impoundment. It shall also be unlawful for any person other than the owner or keeper of an animal to remove its collar, license tag or rabies tag.

No more than four dogs, over six months old, shall be kept on any residential or commercial parcel of land in the town. No dog pen or enclosure shall be within 30 feet of the dwelling house of any person other than the dog's owner, unless by permission of the neighbor in writing. No pen shall be built for the purpose of maintaining more than four dogs within 500 feet of the city limits.

(1992 Code, § 91.21) (Ord. O-47-12108485, passed 12-10-1984; Ord. 02-O-111, passed 11-12-2002) Penalty, see § 91.99

### **§ 91.22 DISPOSITION OF FIERCE, DANGEROUS OR VICIOUS DOGS.**

A dog shall be deemed fierce / vicious / dangerous under the following conditions:

#### ***Fierce / Vicious / Dangerous dog:***

(A) A dog that without provocation has killed or inflicted severe injury on a person,

(B) A dog that has killed or inflicted severe injury upon a domestic animal when not on the real property of the owner of the dog,

(C) A dog that has approached a person when unrestrained and not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack, or

(D) A dog that has been declared Dangerous or Potentially Dangerous, either under State law or local ordinance.

If any dog, fierce, dangerous or vicious, or having vicious propensities, or any female dog in heat is found running-at-large in any public place in the town, or on any private property without the permission of the owner or occupant of the private property, and the dog cannot be safely taken up and impounded, the dog may be slain by any law enforcement official of the town, county or the state.

(1992 Code, § 91.22) (Ord. O-47-12108485, passed 12-10-1984) Penalty, see § 91.99

## § 91.23 OWNER LIABLE FOR DAMAGES CAUSED BY DOG OR CAT.

A dog or cat owner who allows his or her dog or cat to run at large in any public place in the town or on any private property without the permission of the owner or occupant of said private property shall be liable in damages to any person injured by such dog or cat and to any person suffering loss to his or her real or personal property, including animals, livestock and fowl, caused by such dog or cat.

(1992 Code, § 91.23) (Ord. O-47-12108485, passed 12-10-1984; Ord. 06-O-247, passed 12-11-2006) Penalty, see § 91.99

## § 91.24 CRUEL TREATMENT.

### Mistreatment of Animals; Prohibited Acts

All animals shall be kept and treated under sanitary and humane conditions, and it shall be unlawful for any person to subject, or cause to be subjected, any animal to cruel treatment. It shall likewise be unlawful for any person to deprive, or cause to be deprived, any animal of adequate food and water, necessary medical attention, proper shelter, protection from the weather or humanely clean conditions.

(A) Food, water, and shelter shall be provided as follows:

- (1) All animals shall be given at suitable intervals, not to exceed 24 hours, a quantity of wholesome foodstuff suitable for the age and species of the animal and sufficient to maintain a reasonable level of nutrition.
- (2) All Animals shall have access to a constant supply of clean, fresh water.
- (3) All animals shall be provided with adequate shelter from the weather and humanely clean conditions at all times. Examples of inadequate shelter include but are not limited to the following:
  - a. Underneath outside steps, decks and stoops.
  - b. Underneath houses.
  - c. Inside or underneath motor vehicles.
  - d. Inside metal barrels.
  - e. Inside cardboard boxes.
  - f. Inside temporary animal carriers or crates.
  - g. Shelters located in flood prone areas.
  - h. Shelters that cannot be accessed by the animal for any reason.

The following list is a non-exhaustive illustration of situations that violate this provision:

- i. A shelter surrounded by debris, obstructions, or impediments that may endanger an animal.
- ii. A shelter that is overturned or turned on its side.
- iii. A shelter that cannot be accessed because the animal's tether or chain does not allow entry.

(B) *Animal cruelty.* It shall be unlawful for any person to intentionally molest, torture, torment, deprive of necessary sustenance, cruelly beat or treat, needlessly mutilate or kill, wound, injure, poison, abandon or subject any animal to conditions detrimental to its health or general welfare or to procure any such actions to be inflicted upon any animal. Examples of cruel treatment include but are not limited to the following:

- (1) Allowing a collar, rope or chain to become embedded in or cause injury to an animal's neck.

- (2) Allowing a choke or pinch collar to be used as a primary collar when the animal is left unsupervised.
- (3) Allowing a dog, cat or other domesticated pet to be left outside in inclement weather or extreme temperatures without adequate shelter.
- (4) Intentionally allowing animals to engage in a fight.
- (5) Confinement in unsanitary conditions. An unsanitary confinement area is any confinement area that does not allow for the animal to sit down, lie down, or stand, without doing so in urine, feces, mud, or standing water.
- (6) Allowing animals to live in crowded conditions. Each animal must be able to sit, stand, lie down, and turn around without interference from other animals or objects.
- (7) Failure or refusal to obtain medical treatment for an animal when, in an Animal Services Officer's or Animal Cruelty Investigator's opinion, such treatment is needed.
- (8) Using lethal force against an animal, either on or off the owner's property, unless (1) the animal is in the act of attacking and causing severe injury to a human being or any other domestic animal, or unless (2) a human is reasonably afraid the animal is about to attack and cause injury to a himself, herself, or another, or unless (3) the animal has, or appears to have rabies.
- (9) Permitting any exhibit, function or activity where animals are being cruelly treated or animals run the risk of causing injury to the public or themselves.

#### **§ 91.25 ENFORCEMENT.**

It is hereby declared the duty of the Town Animal Control Officer to:

- (A) Carry out enforcement of the provisions of this chapter and notify persons in violation of this chapter of such violations;
- (B) Enforce the penalties for violations set out under § 91.99;
- (C) Notify the owner or keeper of any dog(s) or cat(s) who shall knowingly suffer or permit his or her dog(s) or cat(s) to run at large on the streets and sidewalks or create a public nuisance to place the same under the proper control or confinement;
- (D) Impound dog(s) or cat(s) if the owner or keeper cannot be identified, or if the owner or keeper fails or refuses to abate the situation of his or her dog(s) or cat(s) running at large or creating a public nuisance;
- (E) All dog(s) or cat(s) impounded at the County Animal Shelter shall become wards of the same, and thereby under the rules and regulations of the county.
- (F.) The Town of Winterville or its designated agent is authorized to place, upon request, live animal traps on public or private property to trap and *remove* stray, at large, unwanted or nuisance animals, including cats. It is unlawful for any person other than a town designated representative to *remove* any animal from any town trap, or to damage, destroy, *move* or tamper with any town trap.

(1992 Code, § 91.24) (Ord. O-47-12108485, passed 12-10-1984; Ord. O-14-09149899, passed 9-14-1998; Ord. 06-O-247, passed 12-11-2006)

#### **§ 91.99 PENALTY.**

Penalties for a violation of any of the provisions of this chapter may be expressly included with each provision. Otherwise, any violation of the provisions of this chapter shall be punishable as follows:

- (A) Any violation of the provisions of this chapter shall subject the offender to a civil penalty in the amount of \$25. Each subsequent day that a violation listed in this chapter continues shall constitute a separate and distinct offense. Violators shall be issued a written citation, which must be paid within 72 hours. If the person fails to pay the civil penalty within 72 hours, the town may recover the penalty

including all costs and attorney's fees by filing a civil action in the general court of justice in the nature of a suit to collect a debt. The town may increase any civil penalty assessed under this section by \$50 for each subsequent violation of the same provision within a two-year period. The Town may, in its discretion, additionally seek restitution for the actual cost of maintaining, transporting, boarding, or providing veterinarian services for any animal impounded under this Ordinance; or

(B) Any violation of any provision of this chapter shall be an infraction, punishable upon conviction by a fine not to exceed \$500; or

(C) In addition, enforcement of this chapter may be by injunction, restraining order or abatement in a court of competent jurisdiction, as provided by G.S. § 160A-175(d) and (e).

(1992 Code, § 91.99) (Ord. O-47-12108485, passed 12-10-1984; Ord. O-14-09149899, passed 9-14-1998; Ord. 04-O-128, passed 10-11-2004; Ord. 07-O-, passed 4-9-2007)

This chapter is effective upon adoption.

Adopted this the 9<sup>th</sup> day of March, 2020.

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Douglas A. Jackson, Mayor

ATTEST:

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Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** March 9, 2020

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Mid-East Commission Appointment.

**Action Requested:** Appoint Member to Mid-East Commission Board.

**Attachment:** Certificate of Appointment.

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

**Date:** 2/26/2020

**ABSTRACT ROUTING:**

TC: 3/2/2020

TM: 3/4/2020

Final: tlp - 3/4/2020

**Supporting Documentation**

Select a member of Council to serve as its representative to the Mid-East Commission Board for a term of two years. Mayor Pro-Tem Roberson is serving as the current representative.

**Budgetary Impact:** NA.

**Recommendation:** Appoint member of Council.

Town of Winterville  
Certificate of Appointment  
Membership to the Mid-East Commission

The Town Council of the Town of Winterville, at its March 9, 2020 meeting, appointed \_\_\_\_\_, to serve as its representative to the Mid-East Commission Board for a term of two years beginning with the January Board meeting.

This action was taken in accordance with the Bylaws of the Mid-East Commission Article V, Section 3 and 4 on this 9<sup>th</sup> day of March, 2020.

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

ATTEST:

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



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** March 9, 2020

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** 2020 NCLM CityVision Conference – Attendance and Election of Voting Delegates.

**Action Requested:** Elect Voting and Alternate Voting Delegates.

**Attachment:** CityVision 2020 Voting Information.

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

**Date:** 2/26/2020

**ABSTRACT ROUTING:**

TC: 3/2/2020

TM: 3/4/2020

Final: tlp - 3/4/2020

**Supporting Documentation**

**2020 NCLM CityVision Conference - Wilmington, NC**

**Tuesday, May 5, 2020 – Friday, May 8, 2020**

NCLM Annual Business Meeting

May 7, 2020 after Luncheon

Approximately from 12:30 pm - 1:45 pm

Election of officers and members of the NCLM Board of Directors and League Business.

Voting Information: Each city or town that registers for CityVision 2020 will be able to attend and cast votes at the annual business meeting scheduled during the conference. Once a completed registration is received for a municipality, the manager and/or clerk will receive an electronic form requesting the name of the Authorized Voting Delegate who will cast votes on behalf of the municipality.

**Budgetary Impact:** NA.

**Recommendation:** Elect Voting and Alternate Voting Delegates.

## **CityVision 2020 Voting Information**

Annual Business Meeting  
May 7, 2020 after Luncheon  
Approximately from 12:30 pm - 1:45 pm

Election of officers and members of the NCLM Board of Directors and League Business.

### **Voting Information**

Each city or town that registers for CityVision 2020 will be able to attend and cast votes at the annual business meeting scheduled during the conference. Once a completed registration is received for a municipality, the manager and/or clerk will receive an electronic form requesting the name of the Authorized Voting Delegate who will cast votes on behalf of the municipality.

That named delegate will receive instructions at the conference for how to cast the municipality's vote. For questions, contact Karen Waddell at [kwaddell@nclm.org](mailto:kwaddell@nclm.org)



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** March 9, 2020

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Audit Contract for Fiscal Year 2019 – 2020.

**Action Requested:** Approve the Audit Contract with Carr, Riggs, and Ingram, LLC.

**Attachment:** Contract and Engagement Letter.

**Prepared By:** Anthony Bowers, Finance Director

**Date:** 2/26/2020

**ABSTRACT ROUTING:**

TC: 3/2/2020

TM: 3/4/2020

Final: tlp - 3/4/2020

**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. We are recommending that we use CRI out of Goldsboro. This will be the third full year for the Goldsboro team. Mr. Jordan and his staff are highly recognized in the State and are considered to be one of best.

**Budgetary Impact:** This is accounted for in the operating budget for the Finance Department. The value of the contract is \$38,600.

**Recommendation:** Approve the Contract.



**CRI** CARR  
RIGGS &  
INGRAM

CPAs and Advisors

**Carr, Riggs & Ingram, LLC**  
2805 North Park Drive  
Goldshoro, North Carolina 27532

Mailing Address:  
P.O. Box 10588  
Goldshoro, North Carolina 27532-0588

(919) 751-8297  
(919) 778-0575 (fax)  
[www.cricpa.com](http://www.cricpa.com)

January 21, 2020

To Honorable Mayor and Members of the Town Council  
And Anthony Bowers, Finance Officer  
Town of Winterville, North Carolina

We are pleased to confirm our understanding of the services we are to provide the Town of Winterville for the Year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund balance, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Winterville as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Winterville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Winterville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Law Enforcement Officer's Special Separation Allowance
- 3) Other Post-Employment Benefits -- Retiree Health Care
- 4) Local Governmental Employees' Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Winterville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal and state awards (if required)
- 2) Individual Fund Statements and Schedules – Budget and Actual
- 3) Other Financial Information

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Statistical schedules/tables for Comprehensive Annual Financial Report (CAFR).
- 2) Non-required supplementary information from internal purposes. (Introductory Info)

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- If required, internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

If required, our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the State Single Audit Implementation Act, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. We will issue a written report upon completion of our audit of the Town of Winterville's financial statements. Our report will be addressed to the Board of Commissioners of the Town of Winterville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent

financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If required, as required by the Uniform Guidance and that State Single Audit Implementation Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and the State Single Audit Implementation Act.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Winterville's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If required, the Uniform Guidance and State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Winterville's major programs. The purpose of these procedures will be to express an opinion on the Town of Winterville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

### **Other Services**

We will also assist in preparing the financial statements and related notes, if applicable the schedule of expenditures of federal and state awards and data collection forms, and the AFIR of the Town of Winterville in conformity with U.S. generally accepted accounting principles, the Uniform Guidance and the State Single Audit Implementation Act based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes, schedule of expenditures of federal and state awards, and data collection forms, and the AFIR services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an Audit under the Uniform Guidance and the State Single Audit Implementation Act, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from

employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the State Single Audit Implementation Act, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior findings should be available for our review on June 30, 2020.

If required, you are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and the State Single Audit Implementation Act. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and the State Single Audit Implementation Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes, the schedule of expenditures of federal and state awards and data collection forms, the AFIR and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, data collection forms, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Engagement Administration, Fees, and Other**

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant or oversight agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the federal or state cognizant or oversight agency. If we are aware that a federal and state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party or parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 1, 2020 and to issue our reports no later than October 31, 2020. Michael C. Jordan, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$38,600 as stipulated in the Local Government Contract dated January 21, 2020. A finance charge is applied to all invoices not paid within thirty (30) days. The finance charge is 1½% per month, which is an annual rate of 18% applied to the past due balance from the previous month. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## **Dispute Resolution**

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an

alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

### **Limitation of Liability**

Except as provided in this agreement, CRI shall not be liable for incidental, consequential, exemplary, special, punitive or ancillary damages of any kind alleged as a result of any cause of action from this agreement, whether arising out of breach of contract, tort or otherwise. Unless otherwise stated in this agreement, both CRI and you agree that the total cumulative liability of CRI (including its employees, directors, officers or agents), shall not exceed the amount of fees earned by CRI related to this engagement during the twelve months preceding the event giving rise to the claim, as such amount shall serve as a reasonable prospective estimate of any damages which you may suffer through any breach by CRI of the terms of this agreement, as such damages may be speculative or impossible to calculate. If there are unpaid fees owed to CRI, this cumulative liability will be reduced by the value of the unpaid fees with no additional interest or charges, as CRI retains the right to offset any sums claimed as due and owed by you, by any sums to which it is legally entitled. This limitation shall apply whether or not further damages are foreseeable, or whether either party (or its employees, agents, officers or directors) have been advised of the possibility of such damages.

### **Governing Law; Venue**

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including forum non conveniens.

### **Statute of Limitations**

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

### **Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

We appreciate the opportunity to be of service to the Town of Winterville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. *Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequently issued reports received during the contract period. Accordingly, our most recent peer review report accompanies this letter.

Very truly yours,

*Carr, Riggs & Ingram, L.L.C.*

Carr, Riggs & Ingram, LLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Winterville.

Management signature: \_\_\_\_\_

Title: Finance Director

Date: March 9, 2020

Governance signature: \_\_\_\_\_

Title: Mayor Pro Tem

Date: March 9, 2020



## Report on the Firm's System of Quality Control

To the Partners of  
Carr, Riggs & Ingram LLC  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, an audit performed under FDICIA, and an examination of a service organization (SOC 2 engagement).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC, applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Carr, Riggs & Ingram, LLC has received a peer review rating of *pass*.

*Brown, Edwards & Company, S. L. P.*

CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia  
October 3, 2019

The	Governing Board Town Council
of	Primary Government Unit (or charter holder) Town of Winterville
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Carr, Riggs & Ingram, LLC
	Auditor Address PO Box 10588, Goldsboro, NC 27532-0588

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/20	Audit Report Due Date 10/31/20
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slq/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b> Anthony B. Bowers	<b>Title and Unit / Company:</b> Chief Financial Officer	<b>Email Address:</b> anthony.bowers@wintervillenc.com
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2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

Primary Government Unit	Town of Winterville
Audit Fee	\$ 32,100
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$ 6,000
All Other Non-Attest Services	\$ 500
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 28,950.00

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$

## SIGNATURE PAGE

## AUDIT FIRM

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

## GOVERNMENTAL UNIT

Governmental Unit* Town of Winterville	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Veronica W. Roberson, Mayor Pro Tem	Signature*
Date March 9, 2020	Email Address veronica.roberson@wintervillenc.com

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

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*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* (typed or printed) Anthony B. Bowers	Signature*
Date of Pre-Audit Certificate*	Email Address* anthony.bowers@wintervillenc.com

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

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
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**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*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*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** March 9, 2020

**Presenter:** Robert Sutton, Electric Director

**Item to be Considered**

**Subject:** New Electric Territory – Easement Acquisition and Condemnation.

**Action Requested:** Approval of Request.

**Attachment:** List of Properties.

**Prepared By:** Robert Sutton, Electric Director

**Date:** 3/3/2020

**ABSTRACT ROUTING:**

TC: 3/3/2020

TM: 3/5/2020

Final: tlp - 3/4/2020

**Supporting Documentation**

The 2019/2020 Electric Fund Budget allocated funding for the expansion of the Town's electric system in areas between and adjacent to Worthington and Laurie Ellis Roads. Installing the required electrical infrastructure requires the acquisition of easements from area property owners.

The project area currently has eight remaining parcels requiring a dedicated easement. The easement depths vary from fifteen to twenty-five feet. Town staff is currently negotiating with the property owners for the necessary easements. Due to the time sensitive nature of the project, staff is requesting Council approve the condemnation of the necessary easement area on each parcel should an agreement not be reached with property owners in a reasonable and timely manner.

**Budgetary Impact:** The FYE 20 Budget allocated sufficient funding for the acquisition of needed easements.

**Recommendation:** Staff recommends initiating condemnation process as needed.

Easement	Parcel Number	Easement Dimension	Type	Physical Address	Owner Name	Owner Name
A	67135	(15' x 207')	P	785 Worthington Rd.	Worthington, Alva Wayne	
B	25758	(20 'x 397')	P	739 Worthington Rd	Worthington, Jr. , Alva Wayne	
C	25758	(15' x 170')	P	739 Worthington Rd	Worthington, Jr. , Alva Wayne	
D	25758	(15' x 1305')	P	739 Worthington Rd	Worthington, Jr. , Alva Wayne	
E	25758	(20' x 540')	P	739 Worthington Rd	Worthington, Jr. , Alva Wayne	
F	25820	(15' x 102')	P	820 Worthington Rd	Worthington, Jr. , Alva Wayne	
G	80305	(20' x 995')	P	0 Laurie Ellis Rd	Worthington, Jr. , Alva Wayne	
H	83376	(15' x 363')	P	981 Laurie Ellis Rd	Brock, Sue Ellen	
I	66251	(25' x 1750')	P	978 Laurie Ellis Rd	Brock, Sue Ellen	
J	81738	(25' X 45')	P	0 Laurie Ellis Rd	Allen, Gregory W.	
K	55092	(25' X 985')	P	717 Laurie Ellis Rd	F&A Construction	Luis Librerus