



**WINTERVILLE TOWN COUNCIL AGENDA
MONDAY, OCTOBER 12, 2020 - 7:00 PM
WINTERVILLE TOWN HALL ASSEMBLY ROOM
REMOTE VIA ZOOM**

- I. CALL TO ORDER.**
- II. INVOCATION.**
- III. PLEDGE OF ALLEGIANCE.**
- IV. WELCOME.**
- V. APPROVAL OF AGENDA.**
- VI. PUBLIC HEARINGS:**
 1. Eli's Ridge, Phases 1 and 3 - Annexation.
 2. R. E. Davenport Property Rezoning Request.
 3. F & A Construction Rezoning Request.
 4. All Dunn Taxicab Franchise Request
- 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.*
- 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:
 - September 14, 2020 Regular Meeting Minutes.
 2. Tax Charges for 2020-2021 Tax Levy.
 3. Tax Settlement for 2019-2020.
 4. Reimbursement Resolution 20-R-101.
- IX. OLD BUSINESS:**
 1. 2020 Street Improvements Project Engineering Contract Amendment.

X. NEW BUSINESS:

1. Pump Station Rehabilitation Project - Capital Project Budget Ordinance 20-CPBO-101.

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. One-Stop Voting: Thursday, October 15, 2020 – Saturday, October 31, 2020.
2. Planning and Zoning Board Meeting: Monday, October 19, 2020 - 7 pm - Town Hall Assembly Room.
3. Board of Adjustment Meeting: Tuesday, October 20, 2020 - 7 pm - Town Hall Assembly Room.
4. Recreation Advisory Board: Tuesday, October 27, 2020 – 6:30 pm – Operation Center.
5. Daylight Savings Time Ends: Sunday, November 1, 2020 – 2:00 am.
6. General Election Day: Tuesday, November 3, 2020 – 6:30 am – 7:30 pm.
7. Town Offices Closed: Wednesday, November 11, 2020 for the Veteran’s Day Holiday.

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: Public Hearings

Meeting Date: October 12, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Eli's Ridge, Phases 1 and 3 - Annexation.

Action Requested: Hold Public Hearing.

Attachment: Annexation Petition, Annexation Map, Legal Description, Certificate of Sufficiency, Public Hearing Notice, Notification to Adjacent Property Owners, List of Addresses of Adjacent Property Owners, and Ordinance 20-O-101.

Prepared By: Bryan Jones, Planning Director

Date: 9/30/2020

ABSTRACT ROUTING:

TC: 10/5/2020

TM: 10/7/2020

Final: tjp - 10/7/2020

Supporting Documentation

The property owner (Bill Clark Homes of Greenville, LLC) of a portion of Parcel 84754 (Eli's Ridge, Phases 1 and 3) is applying for annexation into the Town limits.

Eli's Ridge, Phases 1 and 3:

Location: Worthington Road east of its intersection with Old Tar Road.

Size: 18.38 Acres.

Zoned: R-10.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (8/10/2020).

2nd Council Meeting: Schedule a Public Hearing for the Annexation (9/14/2020).

3rd Council Meeting: Hold Public Hearing on the Annexation (10/12/2020).

- ❖ Adjacent Property owners were notified by mail on September 28, 2020 and notice of the public hearing was published in the Daily Reflector on September 30, 2020 and October 7, 2020.

Budgetary Impact: TBD.

Recommendation: Hold the Public Hearing.

PETITION REQUESTING ANNEXATION

Date: 7-27-20

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

PLEASE SEE ATTACHED

Name Laace Clark Address 200 E. ARLINGTON BLVD. GREENVILLE, NC 27858

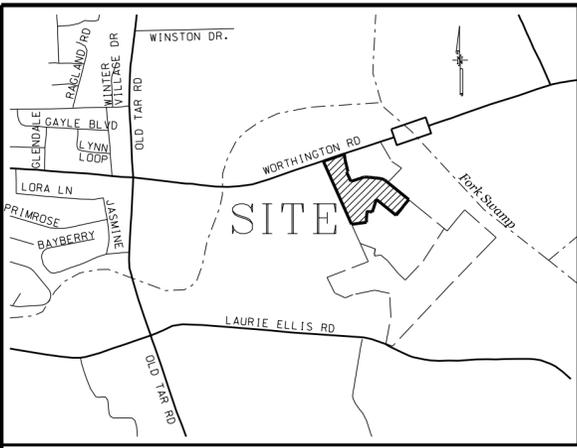
Signature 

Name _____ Address _____

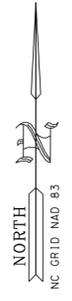
Signature _____

Name _____ Address _____

Signature _____



VICINITY MAP
NOT TO SCALE



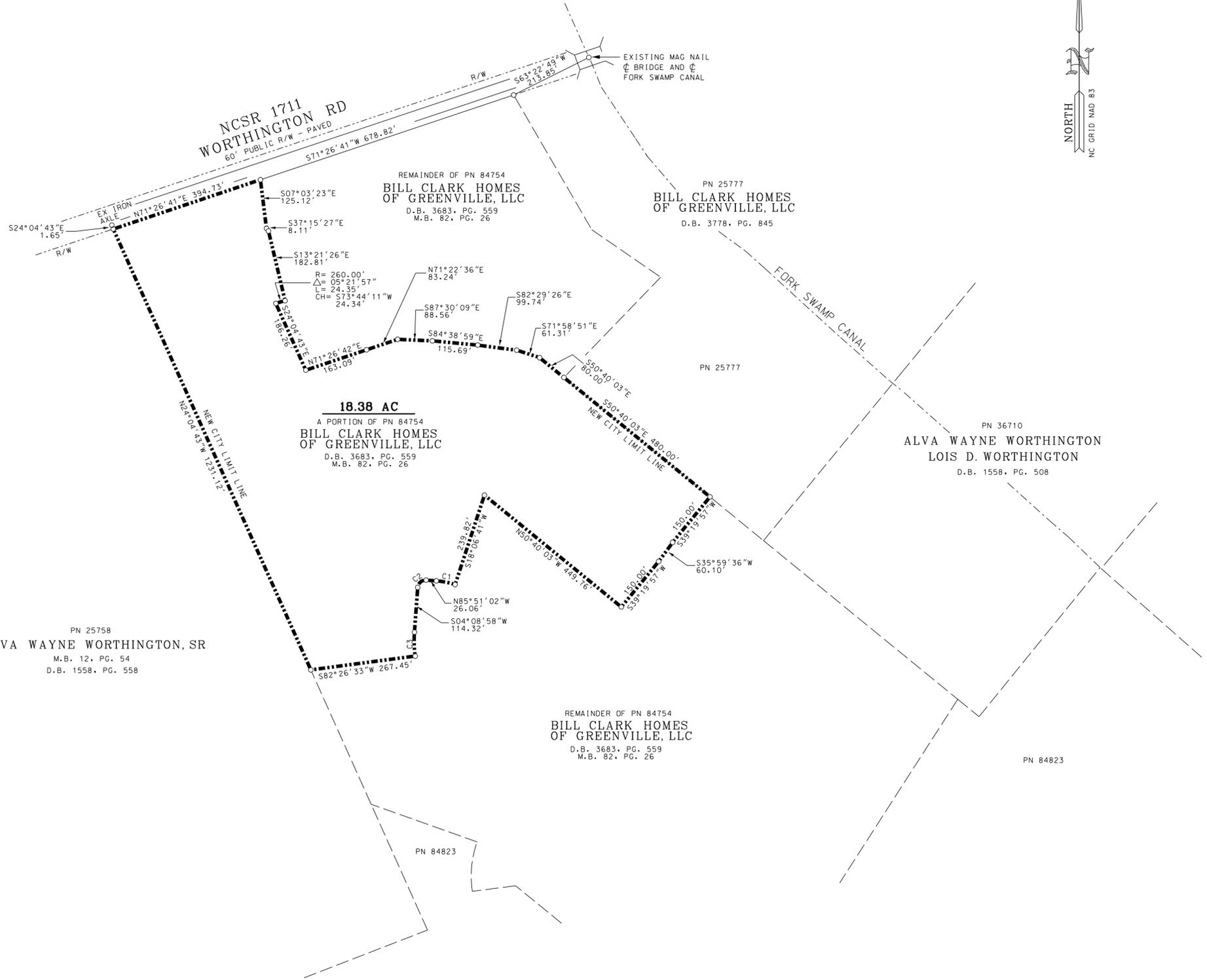
LEGEND:

- NEW CITY LIMIT LINE
- OLD CITY LIMIT LINE
- EXISTING CITY LIMIT LINE

CURVE DATA:

- C1
R= 200.00'
Δ= 13°57'47"
L= 48.74'
CH= N78°52'10"W
48.62'
- C2
R= 20.00'
Δ= 89°58'58"
L= 31.41'
CH= S49°08'58"W
28.28'
- C3
R= 300.00'
Δ= 11°42'24"
L= 61.30'
CH= S01°42'14"E
61.19'

THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES:
"THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".



PN 25758
ALVA WAYNE WORTHINGTON, SR
M.B. 12, PG. 54
D.B. 1558, PG. 558

18.38 AC
A PORTION OF PN 84754
BILL CLARK HOMES OF GREENVILLE, LLC
D.B. 3683, PG. 559
M.B. 82, PG. 26

REMAINDER OF PN 84754
BILL CLARK HOMES OF GREENVILLE, LLC
D.B. 3683, PG. 559
M.B. 82, PG. 26

PN 25777
BILL CLARK HOMES OF GREENVILLE, LLC
D.B. 3778, PG. 845

PN 36710
ALVA WAYNE WORTHINGTON
LOIS D. WORTHINGTON
D.B. 1558, PG. 508

A PORTION OF PARCEL NUMBER 84754

SHEET 1 OF 1



MAP SHOWING AREA TO BE ANNEXED BY		ELI'S RIDGE, PHASES 1 AND 3	
WINTERVILLE TOWNSHIP		PITT COUNTY NORTH CAROLINA	
OWNER: BILL CLARK HOMES OF GREENVILLE, LLC			
200 E ARLINGTON BLVD GREENVILLE, NC 27858 (252) 355-5805			
SURVEYED: HOB		APPROVED: DTB	
DRAWN: DTB		DATE: 07/16/20	
CHECKED: DTB		SCALE: 1" = 200'	

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET
GREENVILLE, NORTH CAROLINA 27858
(252) 756-9352 LICENSE NO. C-0647

18.38 AC AREA

ACCEPTED BY THE TOWN OF WINTERVILLE, NC

MAYOR _____ DATE _____

Legal Description for Annexation
ELI'S RIDGE, PHASES 1 AND 3

Lying and being in Winterville Township, Pitt County, North Carolina and lying north of NCSR 1713 Laurie Ellis Road, east of NCSR 1700 Old Tar Road, and being bounded on the north by NCSR 1711 Worthington Road, on the west by Alva Wayne Worthington, Sr. (Deed Book 1558, Page 558), and on the east and south by Bill Clark Homes of Greenville, LLC (Deed Book 3683, Page 559), and being more particularly described as follows:

Beginning at an existing iron axle (a control corner) near the southern right-of-way of NCSR 1711 Worthington Road, near the northeast corner of Parcel Number 25758 Alva Wayne Worthington, Sr., thence from the axle S24°04'43"E a distance of 1.65' to a no point set on the southern right-of-way of Worthington Road, the northeast corner of Parcel Number 25758, the True Point of Beginning.

Thence from the True Point of Beginning along the southern right-of-way of Worthington Road North 71°26'41" East a distance of 394.73 feet to a point, thence leaving the southern right-of-way of Worthington Road and following a new annexation line through the lands of Bill Clark Homes of Greenville, LLC the following calls: South 07°03'23" East a distance of 125.12 feet, thence South 37°15'27" East a distance of 8.11 feet, thence South 13°21'26" East a distance of 182.81 feet, thence with a curve to the left having a radius of 260.00 feet and being subtended by a chord of South 73°44'11" West a distance of 24.34 feet, thence South 24°04'43" East a distance of 186.26 feet, thence North 71°26'42" East a distance of 163.09 feet, thence North 71°22'36" East a distance of 83.24 feet, thence South 87°30'09" East a distance of 88.56 feet, thence South 84°38'59" East a distance of 115.69 feet, thence South 82°29'26" East a distance of 99.74 feet, thence South 71°58'51" East a distance of 61.31 feet, thence South 50°40'03" East a distance of 80.00 feet, thence South 50°40'03" East for a distance of 480.00 feet, thence South 39°19'57" West a distance of 150.00 feet, thence South 35°59'36" West a distance of 60.10 feet, thence South 39°19'57" West a distance of 150.00 feet, thence North 50°40'03" West a distance of 449.76 feet, thence South 18°06'41" West a distance of 239.82 feet, thence with a curve to the left having a radius of 200.00 feet and being subtended by a chord of North 78°52'10" West a distance of 48.62 feet, thence North 85°51'02" West a distance of 26.06 feet, thence with a curve to the left having a radius of 20.00 feet and being subtended by a chord of South 49°08'58" West a distance of 28.28 feet, thence South 04°08'58" West a distance of 114.32 feet, thence with a curve to the left having a radius of 300.00 feet and being subtended by a chord of South 01°42'14" East a distance of 61.19 feet, thence South 82°26'33" West a distance of 267.45 feet to a point in the eastern line of Alva Wayne Worthington, Sr. (Parcel Number 25758), thence North 24°04'43" West a distance of 1231.12 feet to the True Point of Beginning, containing 18.38 Acres and being a portion of Parcel Number 84754.

Deborah T. Boyette
Professional Land Surveyor
L- 4146
Date 7-27-20



CERTIFICATE OF SUFFICIENCY

Eli's Ridge, Phases 1 and 3

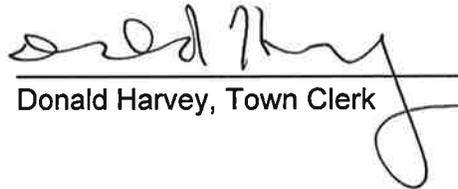
To the Town Council of the Town of Winterville, North Carolina:

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 11th day of August, 2020.

ATTEST:





Donald Harvey, Town Clerk

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

Eli's Ridge, Phases 1 and 3

WHEREAS, a petition requesting annexation of an area described in said petition were received on July 27, 2020 by the Town Council; and

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

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

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

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

Adopted this the 10th day of August, 2020.



Douglas A. Jackson

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey

Donald Harvey, Town Clerk

**NOTICE OF PUBLIC HEARING
Town of Winterville**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, October 12, 2020 at 7:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, to hold a Public Hearing on the following proposal:

The Town of Winterville has received an annexation petition from Bill Clark Homes of Greenville, LLC for Eli's Ridge, Phases 1 and 3.

Additional information is available by contacting bryan.jones@wintervillenc.com or the Winterville Planning Department at (252) 215-2358.

**The Town of Winterville will be keeping measures in place in an ongoing effort to mitigate the spread of COVID-19. These measures include barring physical attendance at the meeting, employing social distancing, and implementing remote participation. The public is encouraged to watch the Town Council's meeting live on YouTube (www.wintervillenc.com/videos). Those that wish to address the Town Council during the Public Hearing should contact the Town Clerk at (252) 215-2344 to register, one business day before the meeting at 5:00 p.m. Prior to or within 24-hours following the public hearing, the public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to don.harvey@wintervillenc.com. Please include your name and address.

Notes to Publisher:

Legal Advertisements
legals@apgenc.com
(252) 329-9521

Subject: Winterville Pubic Hearing – Eli's Ridge, Phases 1 and 3 Annexation

Please place the above legal advertisement in the Daily Reflector on Wednesday September 30, 2020 and Wednesday, October 7, 2020. Should you have any questions please contact me.

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

Thanks,

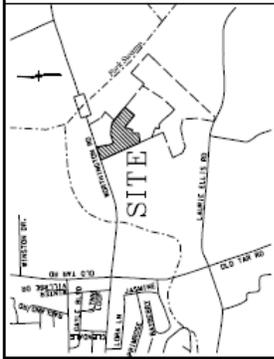
Donald Harvey, Town Clerk
Town of Winterville
2571 Railroad Street/PO Box 1459
Winterville, NC 28590
(252) 215-2344 – Phone
don.harvey@wintervillenc.com

NOTICE OF PUBLIC HEARING
Town of Winterville

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, October 12, 2020 at 7:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, to hold a Public Hearing on the following proposal:

The Town of Winterville has received an annexation petition from Bill Clark Homes of Greenville, LLC for Eli's Ridge, Phases 1 and 3.

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



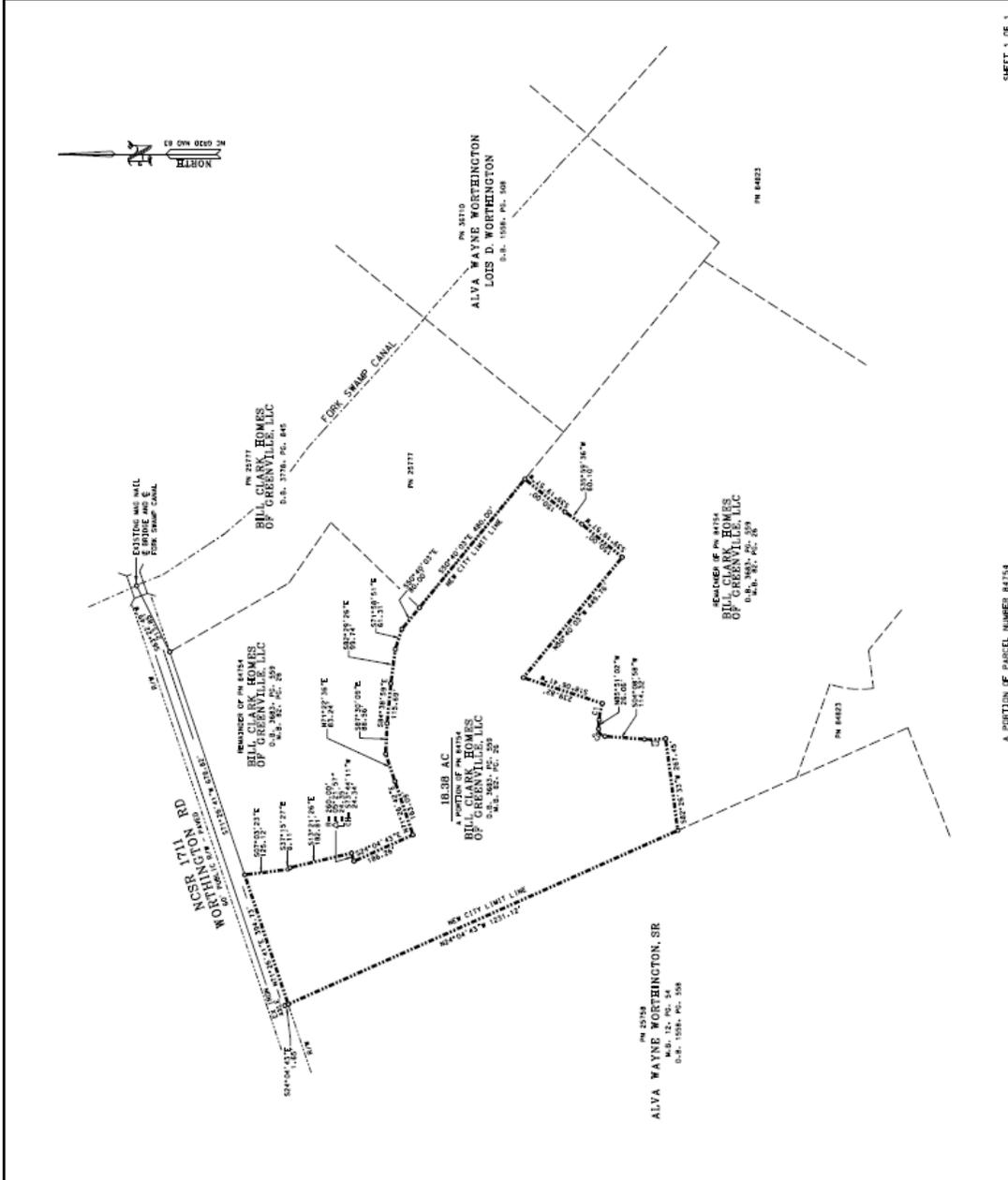
VICINITY MAP
NOT TO SCALE

- LEGEND:
- NEW CITY LIMIT LINE
 - - - OLD CITY LIMIT LINE
 - · · · · EXISTING CITY LIMIT LINE

CURVE DATA:

Curve	Stationing	Radius	Delta	PC	PT	PI	Curve Length
C1	10+00.00	100.00'	90.00°	10+00.00	10+31.83	10+15.92	31.83'
C2	10+31.83	100.00'	90.00°	10+31.83	10+63.66	10+47.75	31.83'
C3	10+63.66	100.00'	90.00°	10+63.66	10+95.49	10+79.58	31.83'

THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (1) WHICH PROVIDES THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF LANDS OWNED BY MUNICIPALITIES, COUNTIES, OR BY MUNICIPALITIES, METERS OR NOT REQUIRED BY LAW TO BE RECORDED.



A PORTION OF PARCEL NUMBER 42754

SHEET 1 OF 1

ELI'S RIDGE, PHASES 1 AND 3 WINTERTOWN TOWNSHIP PUTT COUNTY NORTH CAROLINA	
OWNER: BILL CLARK HOMES OF GREENVILLE, LLC 200 E WILKINSON BLVD GREENVILLE, NC 27606 (252) 355-3805	SURVEYED: HOB DRAWN: DTB APPROVED: DTB DATE: 10/16/20 SCALE: 1" = 200'
ORDINANCE NO.: 18-38 AC AREA	STROUD ENGINEERING, P.A. 1023 COMMERCIAL STREET GREENVILLE, NORTH CAROLINA 27608 (252) 355-3802 LICENSE NO. C-681
ACCEPTED BY THE TOWN OF WINTERTOWN, NC MAYOR _____ DATE _____	CHECKED: DTB



ALVA WAYNE WORTHINGTON, SR
ALVA WAYNE WORTHINGTON, JR
785 WORTHINGTON ROAD
WINTERVILLE, NC 28590

CINDY SUE WORTHINGTON
867 WORTHINGTON ROAD
WINTERVILLE, NC 28590

FENNER LESLIE ALLEN III
1014 BRANCH ROAD
WINTERVILLE, NC 28590

JACK J. ALLEN
ORA A. ALLEN
1074 JACK JONES ROAD
WINTERVILLE, NC 28590

AARON DANIEL ADAMS
116 HILLCREST DRIVE
WASHINGTON , NC 27887

SUE ELLEN BROCK
1119 JACK JONES ROAD
WINTERVILLE, NC 28590

JEANETTE DAVIS TRUST
PO BOX 596
MATTHEWS, NC 28106

G & N MINI STORAGE LLC
PO BOX 1088
WINTERVILLE, NC 28590

JAMES MARION PEARCH
5520 COUNTY HOME ROAD
WINTERVILLE, NC 28590

IELENA BRANCH LIFE ESTATE
117 LAURIE ELLIS ROAD
WINTERVILLE, NC 28590

CAROL H BRANCH
1109 LAURIE ELLIS ROAD
WINTERVILLE, NC 28590

MATHANIEL G. KIRK
3241 AYDEN GOLF CLUB ROAD
WINTERVILLE, NC 28590

DAVID N. WORTHINGTON
1003 WORTHINGTON ROAD
WINTERVILLE, NC 28590

LENA KAY BRANCH GRANSTAFF
455 EASTOVER DRIVE
HARRISBURG, VA 22801

ADRIAN THOMAS ADAMS
SARAH CATHERINE ADAMS
3185 MAJOR SMITH ROAD
GREENVILLE, NC 27858

SILVERWOOD INVESTMENTS
LLC
1031 LAURIE ELLIS ROAD
WINTERVILLE, NC 28590

MAILED
9/28/2020

Town of Winterville
Annexation Ordinance

Ordinance No: 20-O-101

Property Annexed: Bill Clark Homes of Greenville, LLC – Eli’s Ridge, Phases 1 and 3

Ordinance Adopted: October 12, 2020

Effective Date: October 31, 2020

Mail to:

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

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

Bill Clark Homes of Greenville, LLC – Eli’s Ridge, Phases 1 and 3

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

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

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Winterville Town Hall at 7:00 pm on October 12, 2020 after due notice was given by publication on September 30, 2020 and October 7, 2020; and

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

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

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

Bill Clark Homes of Greenville, LLC – Eli’s Ridge, Phases 1 and 3

Lying and being in Winterville Township, Pitt County, North Carolina and lying north of NCSR 1713 Laurie Ellis Road, east of NCSR 1700 Old Tar Road, and being bounded on the north by NCSR 1711 Worthington Road, on the west by Alva Wayne Worthington, Sr. (Deed Book 1558, Page 558), and on the east and south by Bill Clark Homes of Greenville, LLC (Deed Book 3683, Page 559), and being more particularly described as follows:

Beginning at an existing iron axle (a control corner) near the southern right-of-way of NCSR 1711 Worthington Road, near the northeast corner of Parcel Number 25758 Alva Wayne Worthington, Sr., thence from the axle S24 °04'43"E a distance of 1.65' to a no point set on the southern right-of-way of Worthington Road, the northeast corner of Parcel Number 25758, the True Point of Beginning.

Thence from the True Point of Beginning along the southern right-of-way of Worthington Road North 71 °26'41" East a distance of 394.73 feet to a point, thence leaving the southern right-of-way of Worthington Road and following a new annexation line through the lands of Bill Clark Homes of Greenville, LLC the following calls: South 07 °03'23 11 East a distance of 125.12 feet, thence South 37 °15'27 11 East a distance of 8.11 feet, thence South 13 °21 126 11 East a distance of 182.81 feet, thence with a curve to the left having a radius of 260.00 feet and being subtended by a chord of South 73 °44'11" West a distance of 24.34 feet, thence South 24 °04'43" East a distance of 186.26 feet, thence North 71 °26 142 11 East a distance of 163.09 feet, thence North 71 °22'36" East a distance of 83.24 feet, thence South 87 °30'09 11 East a

distance of 88.56 feet, thence South 84 °38 159 11 East a distance of 115.69 feet, thence South 82 °29 126 11 East a distance of 99 .74 feet, thence South 71 °58'51 11 East a distance of 61.31 feet, thence South 50 °40'03" East a distance of 80.00 feet, thence South 50 °40 103 11 East for a distance of 480.00 feet, thence South 39 ° 19'57 11 West a distance of 150.00 feet, thence South 35 °59'36" West a distance of 60.10 feet, thence South 39 °19'57" West a distance of 150.00 feet, thence North 50 °40'03" West a distance of 449.76 feet, thence South 18 °06'41" West a distance of 239.82 feet, thence with a curve to the left having a radius of 200.00 feet and being subtended by a chord of North 78 °52' 10" West a distance of 48.62 feet, thence North 85 °51 '02" West a distance of 26.06 feet, thence with a curve to the left having a radius of 20.00 feet and being subtended by a chord of South 49 °08'58" West a distance of 28.28 feet, thence South 04 °08'58" West a distance of 114.32 feet, thence with a curve to the left having a radius of 300.00 feet and being subtended by a chord of South 01 °42'14" East a distance of 61.19 feet, thence South 82 °26'33" West a distance of 267.45 feet to a point in the eastern line of Alva Wayne Worthington, Sr. (Parcel Number 25758), thence North 24 °04 143 11 West a distance of 1231.12 feet to the True Point of Beginning, containing 18.38 Acres and being a portion of Parcel Number 84754.

Section 2. Upon and after October 31, 2020, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Winterville and shall be entitled to the same privileges and benefits as other parts of the Town of Winterville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10.

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

Adopted this the 12th day of October 2020.

Veronica W. Roberson, Mayor Pro Tem

ATTEST:

Donald Harvey, Town Clerk

North Carolina

Pitt County

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

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

Donald Harvey, Town Clerk

North Carolina

Pitt County

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

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

Notary Public

My Commission Expires: _____



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: October 12, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: R. E. Davenport Property - Rezoning Request (Parcel 05590).

Action Requested: Hold the Public Hearing.

Attachment: Rezoning Application, Rezoning Map, Legal Description, Public Hearing Notice, Notification to Adjacent Property Owners, List of Addresses of Adjacent Property Owners, Staff Report, and Ordinance 20-O-102.

Prepared By: Bryan Jones, Planning Director

Date: 9/30/2020

ABSTRACT ROUTING:

TC: 10/5/2020

TM: 10/7/2020

Final: tlp - 10/7/2020

Supporting Documentation

Applicant: R. E. Davenport Jr., FLP.

Location: Intersection of NC 903 S and NC 11 S.

Parcel Number: 05590.

Site Data: 43.69 Acres.

Current Zoning District: AR.

Proposed Zoning District: General Business (GB).

- ❖ Planning and Zoning Board unanimously recommended approval on August 17, 2020.
- ❖ Notification of the public hearing was mailed to adjacent property owners on September 28, 2020.
- ❖ Notice of the public hearing was published in the Daily Reflector on September 30, 2020 and October 7, 2020.

Budgetary Impact: TBD.

Recommendation: Hold 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: R. E. Davenport Jr, FLP

Address: P. O. Box 66 Farmville, N. C 27828

Phone #: 252 753 4996

Owner: R. E. Davenport Jr, FLP

Address: P. O. Box 66 Farmville, N. C.

Phone #: 252 753 4996

PROPERTY INFORMATION

Parcel #: 05590 Area (square feet or acres): 43.69

Current Land Use: Farming with an old home on one piece.

Location of Property: Western corners of NC 903 & NC 11 S.

ZONING REQUEST

Existing Zoning: Agricultural-Residential (AR) Requested Zoning: General Business (GB)

Reason for zoning change: _____

To better allow for future land use.

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, R. E. Davenport Jr. FLP, 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 _____ / _____ / _____.

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.

R. E. Davenport Jr. FLP
Signature

JULY 29, 2020
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, _____, being the Owner of the property described herein, do hereby authorize _____ as agent for the purpose of this application.

Signature

Date

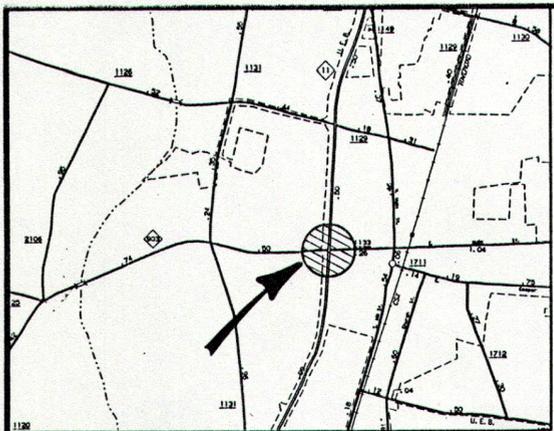
Sworn to and subscribed before me, this _____ day of _____, 20_____.

Notary Public

My Commission Expires:

REVISIONS

NO.	DATE	DESCRIPTION



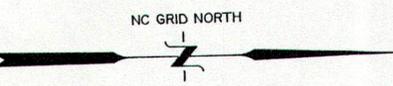
VICINITY MAP

CENTROID:
N = 651 017
E = 2 473 524

DISTANCES ARE HORIZONTAL
GROUND MEASUREMENTS

LEGEND:
EIP = EXISTING IRON PIPE
NIP = 1" NEW IRON PIPE (UNLESS NOTED OTHERWISE)
R/W = RIGHT-OF-WAY
ECM = EXISTING CONC. MON.
NMC = NON MONUMENTED CORNER

NOTE:
TOTAL ACREAGE OF ALL THREE
TRACTS = 64.16 ± ACRES



COORDINATES AT POINT 518
N = 650 268.412
E = 2 472 895.004
(GRID POINT 329)

CONC. MON.
NCGS "WINTERVILLE"
N = 653 551.705
E = 2 473 782.244
CONTROL

EXISTING CONC. MON.
NCGS "CONCRETE"
N = 649 853.771
E = 2 473 407.163
NAD 83
CF = 0.9998853
CONTROL

ALFRED M. MCLAWHORN
050-841
TRACT # 2
N 04° 33' 53" E - 4712.883 (1680)
(NOT TO SCALE IN DISTANCE OR DIRECTION)

ALFRED M. MCLAWHORN
050-840
TRACT # 1

LYNN MCCOLLUM
508-579

EARL F. SMITH
784-348

BETTY NICHOLS
HARDESTY
118-498

RUBY ANN
ENNIS
692-528

TERRY DAVIS
1033-215

ALFRED D.
MCLAWHORN, JR. EST.
97E-26

I WILLARD F. JEFFERSON, PROFESSIONAL LAND SURVEYOR NO. L-1405, CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WILLARD F. JEFFERSON, PROFESSIONAL LAND SURVEYOR NO. L-1405

I, WILLARD F. JEFFERSON, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 775, page 168, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book N/A, page N/A; that the ratio of precision as calculated is 1 : 10,000 ± EDM; that this plat was prepared in accordance with G. S. 47 - 30 as amended. witness my original signature, registration number and seal this 28th day of JULY, A.D., 2003

WILLARD F. JEFFERSON, P.L.S. NO. L-1405

Surveyed by: J. MARTIN
Drawn by: C. CYPHERS



COURSES FOR POINTS 238 -269

238A - 19A	105.429	N84 32 10E
19A - 188A	99.830	S 1 05 34W
188A - 107A	42.560	S 2 55 41W
107A - 198A	160.063	S 0 11 04W
198A - 269A	27.124	N74 13 10E

COURSES ALONG MIREY BRANCH

235A - 623A	189.366	S63 05 25E
623A - 622A	97.161	S75 08 42E
622A - 621A	89.991	N60 00 42E
621A - 620A	138.246	N77 37 29E
620A - 619A	63.344	N57 41 17E
619A - 618A	118.508	N42 34 55E
618A - 617A	76.842	N81 24 00E
617A - 616A	47.575	N69 22 33E
616A - 615A	49.475	N37 33 10E
615A - 614A	83.811	N50 30 54E
614A - 613A	50.065	N76 20 04E
613A - 612A	70.213	N60 38 30E
612A - 611A	33.726	N34 49 37E
611A - 610A	60.814	N45 47 54E
610A - 609A	33.547	N73 38 06E
609A - 608A	51.694	N28 58 29E
608A - 607A	28.167	N63 59 56E
607A - 606A	67.193	N36 17 42E
606A - 605A	43.495	N 0 54 00E
605A - 604A	115.568	N44 46 09E
604A - 603A	59.274	N23 11 19E
603A - 602A	31.137	N30 26 31E
602A - 601A	109.609	N50 11 17E

NOTE:
COURSES ALONG MIREY BRANCH
ARE FROM THE SURVEY REFERENCED
IN DEED BOOK 263, PAGE 349
ROTATED TO NC GRID.
POINTS ARE NOT MONUMENTED.

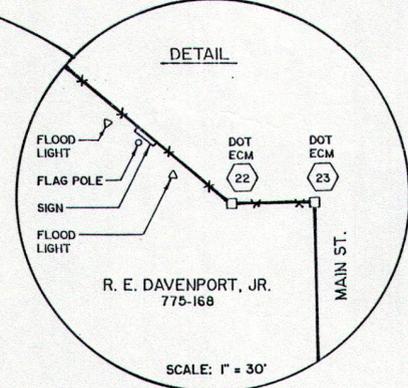
WILLIAM C. CLARK, III
263-349

10' PERPETUAL EASEMENT
FOR SANITARY SEWER
TO TOWN OF WINTERVILLE
X35-635

34.04 ± ACRES
BY COORDINATES

9.65 ± ACRES
BY COORDINATES

NO WETLANDS, IF ANY, HAVE BEEN
DETERMINED FOR THIS SURVEY.

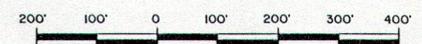


TOTAL COMBINED
ACRES 64.16 ±

SURVEY FOR

R. E. DAVENPORT, JR.
(FAMILY LIMITED PARTNERSHIP)

BEING ALL OF THE LAND DESCRIBED IN DEED BOOK 775, PAGE 168
WINTERVILLE TOWNSHIP, PITT COUNTY, NC
SCALE: 1" = 200' JULY 28, 2003



McDAVID ASSOCIATES, INC.

Engineers • Planners • Land Surveyors
120 North Main Street, Farmville, NC 27828
Telephone: (252) 753-2139



Land Description
R.E. Davenport, Jr.
Tax Parcel No. 05590

Being a parcel of land in Winterville Township, Pitt County, North Carolina and being bounded on the north by S.T. Wooten Corporation; on the east by NC 11; on the south by Sophia M. Yarborough and on the west by Sophia M. Yarborough and Judy Worthington McLawhorn, Trustee and being more particularly described as follows:

Commencing at a NGS Control monument "Concrete" having North Carolina State Plane Coordinates of N= 648853.771 sFT and E = 2473407.163 sFT (NAD 83 2001 Adjustment); thence from said control iron N 19°54'09" W 1,504.67 feet to a new 1½" iron pipe, the south west corner of the R.E. Davenport, Jr. Tract as recorded in map book 64 page 147 of the Pitt County Registry, the **POINT OF BEGINNING**; thence from said beginning point N 01°56'54" W 578.69 feet to a new 1½" iron pipe in the southern right of way line of NC 903; thence crossing NC 903 N 01°01'36" W 60.00 feet to a new iron pipe in the northern right of way line of NC 903; thence along the northern right of way line of NC 903 S 88°44'48" W 556.47 feet to a new 1½" iron pipe in the northern right of way line of NC 903 and the southeastern corner of the Judy Worthington McLawhorn, Trustee tract as recorded in deed book 2976 page 29 of the Pitt County Registry; thence along the McLawhorn line N 00°49'23" W 656.86 feet to a new 1½" iron pipe; thence N 02°22'15" W 393.06 feet to a point in the centerline of Mirey Branch; thence along the centerline of Mirey Branch the following 23 courses: S 63°05'25" E 189.37 feet; S 75°08'42" E 97.16 feet; N 60°00'42" E 89.99 feet; N 77°37'29" E 138.25 feet; N 57°41'17" E 63.34 feet; N 42°34'55" E 118.51 feet; N 81°24'00" E 76.84 feet; N 69°22'33" E 47.58 feet; N 37°33'10" E 49.47 feet; N 50°30'54" E 83.81 feet; N 76°20'04" E 50.07 feet; N 60°38'30" E 70.21 feet; N 34°49'37" E 33.73 feet; N 45°47'54" E 60.81 feet; N 73°38'06" E 33.55 feet; N 28°58'29" E 51.69 feet; N 63°59'56" E 28.17 feet; N 36°17'42" E 67.19 feet; N 00°54'00" E 43.50 feet; N 44°46'09" E 115.57 feet; N 23°11'19" E 59.27 feet; N 30°26'31" E 31.14 feet; N 50°11'17" E 109.61 feet to a point in the western right of way line of NC 11; thence along the western right of way line of NC 11 S 03°35'46" W 427.09 feet to an existing concrete monument; thence along the western right of way line of NC 11 S 87°39'23" E 9.77 feet to an existing concrete monument; thence continuing along the western right of way line of NC 11 S 03°34'08" W 1,223.74 feet to an existing concrete monument; thence continuing along the western right of way line of NC 11 S 33°37'21" W 114.91 feet to an existing concrete monument in the northern right of way line of NC 903; thence crossing NC 903 S 01°39'17" E 60.00 feet to an existing concrete monument in the southern right of way line of NC 903; thence along the western right of way line of NC 11 S 30°12'05" E 111.06 feet to an existing concrete monument; thence continuing along the western right of way line of NC 11 S 03°33'09" W 1,113.42 feet to an existing concrete monument; thence continuing along the western right of way line of NC 11 N 86°06'15" W 76.26 feet to an existing concrete monument; thence along the eastern line of Sophia M. Yarborough as recorded in deed book 2512 page 446 of the Pitt County Registry N 00°53'31" W 615.73 feet to a new 1½" iron pipe; thence along the northern line of Sophia M. Yarborough as recorded in deed book 2512 page 446 of the Pitt County Registry S 89°15'51" W 468.59 feet to the point of beginning containing 44.51 acres, more or less. The metes and bounds were taken from map book 64 page 147 of the Pitt County Registry.

NOTICE OF PUBLIC HEARING
Town of Winterville

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, October 12, 2020 at 7:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, to hold a Public Hearing on the following proposal:

R. E. Davenport Jr, FLP has submitted a proposal to rezone Parcel 05590 from Agricultural-Residential (AR) to General Business (GB). Per the Winterville Zoning Ordinance, the purpose of the General Business District (GB) is to accommodate those business that serve the traveling public, require large amounts of land for display and parking, and are not oriented to the pedestrian shopper.

Copies of the Ordinance are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting bryan.jones@wintervillenc.com or the Winterville Planning Department at (252) 215-2358.

**The Town of Winterville will be keeping measures in place in an ongoing effort to mitigate the spread of COVID-19. These measures include barring physical attendance at the meeting, employing social distancing, and implementing remote participation. The public is encouraged to watch the Town Council's meeting live on YouTube (www.wintervillenc.com/videos). Those that wish to address the Town Council during the Public Hearing should contact the Town Clerk at (252) 215-2344 to register, one business day before the meeting at 5:00 p.m. Prior to or within 24-hours following the public hearing, the public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to don.harvey@wintervillenc.com. Please include your name and address.

Notes to Publisher:

Legal Advertisements
legals@apgenc.com
(252) 329-9521

Subject: Winterville Pubic Hearing – Davenport Property Rezoning Request

Please place the above legal advertisement in the Daily Reflector on Wednesday September 30, 2020 and Wednesday, October 7, 2020. Should you have any questions please contact me.

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

Thanks,

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



2571 Railroad Street
PO Box 1459
Winterville, NC 28590

Phone (252)215-2358
Fax (252)756-3109
www.wintervillenc.com

**Town Council
Rezoning Request**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, October 12, 2020 at 7:00 pm. Due to the ongoing COVID-19 pandemic and to maintain the safety of Town residents, staff, and Board members, the meeting will be conducted electronically. The agenda is available on the Town website at www.wintervillenc.com.

R. E. Davenport Jr, FLP has submitted a proposal to rezone Parcel 05590 as shown on the attached map from Agricultural-Residential (AR) to General Business (GB). Per the Winterville Zoning Ordinance, The purpose of the General Business District (GB) is to accommodate those business that serve the traveling public, require large amounts of land for display and parking, and are not oriented to the pedestrian shopper.

Persons having an interest in this matter and desiring to speak either for or against are encouraged to submit comments in writing prior to the meeting to bryan.jones@wintervillenc.com. Details on how to participate or view the meeting will be posted on the Town website. For further information, contact the Winterville Planning Department at (252) 215-2358.

SOPHIA M YARBOROUGH
3102 ETON ROAD
RALEIGH NC 27608

JUDY MCLAWHORN
4897 REEDY BRANCH ROAD
WINTERVILLE NC 28590

THOMAS MCLASWHORN
904 HAVEL CT
CHARLOTTE, NC 28211

WOOTEN S T CORPORATION
3801 BLACK CREEK ROAD
WILSON NC 277893

BROOKFIELD HOA OF
WINTERVILLE NC
300 COTANCHE STREET
GREENVILLE, NC 27858

THE ROBERTS COMPANY
133 FORLINES ROAD
WINTERVILLE NC 28590

MAILED ON
9/28/2020



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

GENERAL INFORMATION

APPLICANT	R.E. Davenport Jr., FLP
HEARING TYPE	Rezoning Request
REQUEST	Agricultural Residential (AR) to General Business (GB)
CONDITIONS	n/a
LOCATION	717 Laurie Ellis Road
PARCEL ID NUMBER(S)	05590
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request on September 28, 2020. Notice of the public hearing was published in the Daily Reflector on September 30, 2020 and October 7, 2020. Notification was posted on site on June 30, 2020. 6 properties were mailed notification.
TRACT SIZE	43.69 acres
TOPOGRAPHY	Flat
VEGETATION	Cleared / Agricultural

SITE DATA

EXISTING USE	Agricultural / Existing SFR
---------------------	-----------------------------

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	Industrial	Manufacturing
E	CB/MR	Downtown/MainStreet
W	AR	Agricultural/Residential
S	GB	Agricultural



ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	Agricultural Residential (AR)	General Business (CN)
MAX DENSITY	n/a	n/a
TYPICAL USES	Large residential lots to accommodate septic systems	GB – Maintain and enhance a compact business area for the retailing of goods.

SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	Stream feature located along northern portion of property (50’ Riparian Buffer along Nobel Canal).
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Site plan submittal is required for any change of use in existing building

**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.

LANDSCAPING & BUFFER REQUIREMENTS

Development must meet requirements of the Zoning Ordinance (Article X-A. Vegetation and Buffering Requirements).

TRANSPORTATION

STREET CLASSIFICATION	NC 11 S – NCDOT Road NC 903 S – NCDOT Road
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	NC 11 S – 28,000 NC 903 S – 5,600
TRIP GENERATION	N/A



SIDEWALKS	Depending on site plan submittal, sidewalks may be required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	N/A
OTHER	N/A

IMPACT ANALYSIS

Land Use Compatibility

The proposed General Business 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 property as a Mixed Use Center character area. The requested **General Business** 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 1 – Encourage a balanced tax base while managing growth:

- (1.2) Encourage non-residential growth in the form of retail, restaurants, professional offices and industrial development.

Economic Development Policy 2 – Improve self-sufficiency and reduce retail leakage:

- (2.1) Support Winterville’s transformation from a “bedroom community” to a “neighboring community” of Greenville.

Economic Development Policy 6 – Focus on business recruitment, expansion and retention (Neighborhood Commercial):

- (6.2) Encourage and support local businesses, especially in expansion efforts.



STAFF ANALYSIS AND RECOMMENDATION

Community Outreach

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

Staff Analysis

The 43.69 acre property is currently being used for agriculture and there is a single family home located on the property. The property North of the request is zoned Industrial, with a concrete manufacturer (ST Wooten) and manufacturing/fabrication company (The Roberts Company). West of the request is zoned AR being used for agriculture. South of the request is zoned GB and is also currently being used for agriculture. West of the request is across NC 11 S and is CB and MFR and consists of a variety of land uses in the Downtown area.

The General Business rezoning request is consistent with the intent and purpose of the Zoning Ordinance, the Future Land Use Plan and is generally compatible with the existing development and trends in the surrounding area.

Planning Board and Staff Recommendation

The Planning and Zoning Board unanimously recommended **approval** of the rezoning request from AR to GB on August 17, 2020.

Staff recommends **approval** of the rezoning request for the 43.69 acres from AR to GB.

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

WHEREAS, R. E. Davenport Jr., FLP has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of the property described herein of Agricultural Residential (AR) to General Business (GB); and

WHEREAS, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 7:00 p.m. on October 12, 2020, after due notice publication on September 30, 2020 and October 7, 2020; and

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

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

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

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

Section 1. The Town of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from Agricultural Residential to General Business (GB).

*R. E. Davenport Jr., FLP, a 43.69-acre tract land located on **NC 903 and NC 11 S, Portion of Tax Parcel 05590**, and being more particularly described on the attached legal description provided below.*

**LEGAL DESCRIPTION OF PROPERTY
REZONED FROM AR to GB
R. E. DAVENPORT, JR., FLP
WINTERVILLE TOWNSHIP, PITT, NC**

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

Being a parcel of land in Winterville Township, Pitt County, North Carolina and being bounded on the north by S.T. Wooten Corporation; on the east by NC 11; on the south by Sophia M. Yarborough and on the west by Sophia M. Yarborough and Judy Worthington McLawhorn, Trustee and being more particularly described as follows:

Commencing at a NGS Control monument "Concrete" having North Carolina State Plane Coordinates of N= 648853.771 sFT and E = 2473407.163 sFT (NAD 83 2001 Adjustment); thence from said control iron N 19°54'09.11 W 1,504.67 feet to a new 1½" iron pipe, the south west corner of the R.E. Davenport, Jr. Tract as recorded in map book 64 page 147 of the Pitt County Registry, the POINT OF BEGINNING; thence from said beginning point N 01 °56'54.11 W 578.69 feet to a new 1½" iron pipe in the southern right of way line of NC 903; thence crossing NC 903 N 01 °01 '36.11 W 60.00 feet to a new iron pipe in the northern right of way line of NC 903; thence along the northern right of way line of NC 903 S

88°44'48.11 W 556.47 feet to a new 1½" iron pipe in the northern right of way line of NC 903 and the southeastern corner of the Judy Worthington McLawhorn, Trustee tract as recorded in deed book 2976 page 29 of the Pitt County Registry; thence along the McLawhorn line N 00°49'23.11 W 656.86 feet to a new 1 W' iron pipe; thence N 02°22'15.11 W 393.06 feet to a point in the centerline of Mirey Branch; thence along the centerline of Mirey Branch the following 23 courses: S 63°05'25.11 E 189.37 feet; S 75°08'42.11 E 97.16 feet; N 60°00'42.11 E 89.99 feet; N 77°37'29.11 E 138.25 feet; N 57°41'17.11 E 63.34 feet; N 42°34'55.11 E 118.51 feet; N 81 °24'00.11 E 76.84 feet; N 69°22'33.11 E 47.58 feet; N 37°33'10.11 E 49.47 feet; N 50°30'54.11 E 83.81 feet; N 76°20'04.11 E 50.07 feet; N 60°38'30.11 E 70.21 feet; N 34°49'37.11 E 33.73 feet; N 45°47'54.11 E 60.81 feet; N 73°38'06.11 E 33.55 feet; N 28°58'29.11 E 51.69 feet; N 63°59'56.11 E 28.17 feet; N 6°17'42.11 E 67.19 feet; N 00°54'00" E 43.50 feet; N 44°46'09.11 E 115.57 feet; N 23°11 '1 9.11 E 59.27 feet; N 30°26'3 I II E 31.14 feet; N 50°11 '1 7.11 E 109 .61 feet to a point in the western right of way line of NC 11; thence along the western right of way line of NC 11 S 03°35'46.11 W 427.09 feet to an existing concrete monument; thence along the western right of way line of NC 11 S 87°39'23" E 9.77 feet to an existing concrete monument; thence continuing along the western right of way line of NC 11 S 03°34'08.11 W 1,223.74 feet to an existing concrete monument; thence continuing along the western right of way line of NC 11 S 33°37'21.11 W 114.91 feet to an existing concrete monument in the norther right of way line of NC 903; thence crossing NC 903 S 01 °39'17.11 E 60.00 feet to an existing concrete monument in the southern right of way line of NC 903; thence along the western right of way line of NC 11 S 30°12'05.11 E 111.06 feet to an existing concrete monument; thence continuing along the western right of way line of NC 11 S 03°33'09.11 W 1,113.42 feet to an existing concrete monument; thence continuing along the western right of way line of NC 11 N 86°06'15.11 W 76.26 feet to an existing concrete monument; thence along the eastern line of Sophia M. Yarborough as recorded in deed book 2512 page 446 of the Pitt County Registry N 00°53'3 I II W 615. 73 feet to a new 1 W' iron pipe; thence along the northern line of Sophia M. Yarborough as recorded in deed book 2512 page 446 of the Pitt County Registry S 89° I 5'5.11 W 468.59 feet to the point of beginning containing 44.51 acres, more or less. The metes and bounds were taken from map book 64 page 14 7 of the Pitt County Registry.

End of Legal Description

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

Section 3. This ordinance shall become effective upon adoption.

Adopted this 12th day of October 2020.

Veronica W. Roberson, Mayor Pro Tem

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: October 12, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: F & A Construction Rezoning Request (Parcel 55092).

Action Requested: Hold the Public Hearing.

Attachment: Rezoning Application, Rezoning Map, Legal Description, Public Hearing Notice, Notification to Adjacent Property Owners, List of Addresses of Adjacent Property Owners, Staff Report, and Ordinance 20-O-103.

Prepared By: Bryan Jones, Planning Director

Date: 9/30/2020

ABSTRACT ROUTING:

TC: 10/5/2020

TM: 10/7/2020

Final: tjp - 10/7/2020

Supporting Documentation

Applicant: F & A Construction, LLC.

Location: Northeast corner of Laurie Ellis Road and Old Tar Road.

Parcel Number: 55092.

Site Data: 5.392 Acres (Total Tract = 16.51 Acres).

Current Zoning District: AR.

Proposed Zoning District: Neighborhood Commercial (CN).

- ❖ Planning and Zoning Board unanimously recommended approval on August 17, 2020.
- ❖ Notification of the public hearing was mailed to adjacent property owners on September 28, 2020.
- ❖ Notice of the public hearing was published in the Daily Reflector on September 30, 2020 and October 7, 2020.

Budgetary Impact: TBD.

Recommendation: Hold the Public Hearing.



**REZONING APPLICATION
TOWN OF WINTERVILLE**
2571 Railroad St.
P O Box 1459
Winterville, NC 28590
Phone: (252) 756-2221

Staff Use Only
Appl. # _____

OWNERSHIP INFORMATION:

Applicant: F&A Construction, LLC

Address: 1537 W. 5th Street, Washington, NC 27889

Phone #: (704) 771-4366

Owner: F&A Construction, LLC

Address: 1537 W. 5th Street, Washington, NC 27889

Phone #: (704) 771-4366

PROPERTY INFORMATION

Parcel #: 55092 Area (square feet or acres): 16.51 acres (5.4 acres requesting rezoning)

Current Land Use: Agricultural

Location of Property: 717 Laurie Ellis Road

ZONING REQUEST

Existing Zoning: AR Requested Zoning: CN

Reason for zoning change: The proposed neighborhood commercial (CN) zoning will allow for the development of commercial buildings at the northeast corner of the intersection of Old Tar Road and Laurie Ellis Road in general conformance with the land use plan.

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, Scott T. Anderson, 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 7 / 20 / 20.

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.

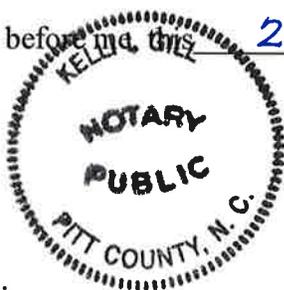
Scott T. Anderson Signature 6/23/20 Date

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, CARLOS MARIO FRANCO, being the Owner of the property described herein, do hereby authorize Scott Anderson as agent for the purpose of this application.

Carlos M. Franco Signature 6-20-20 Date

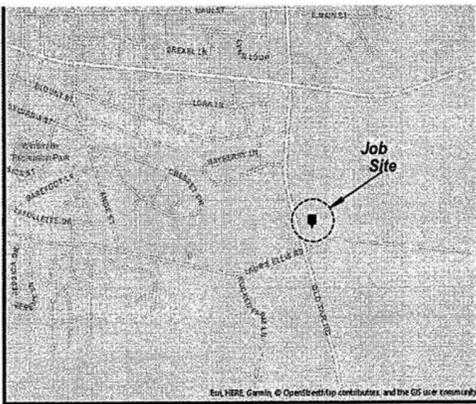
Sworn to and subscribed before me, this 20th day of June, 20 20.



Kelli L. Hill
Notary Public

My Commission Expires:

September 25, 2021



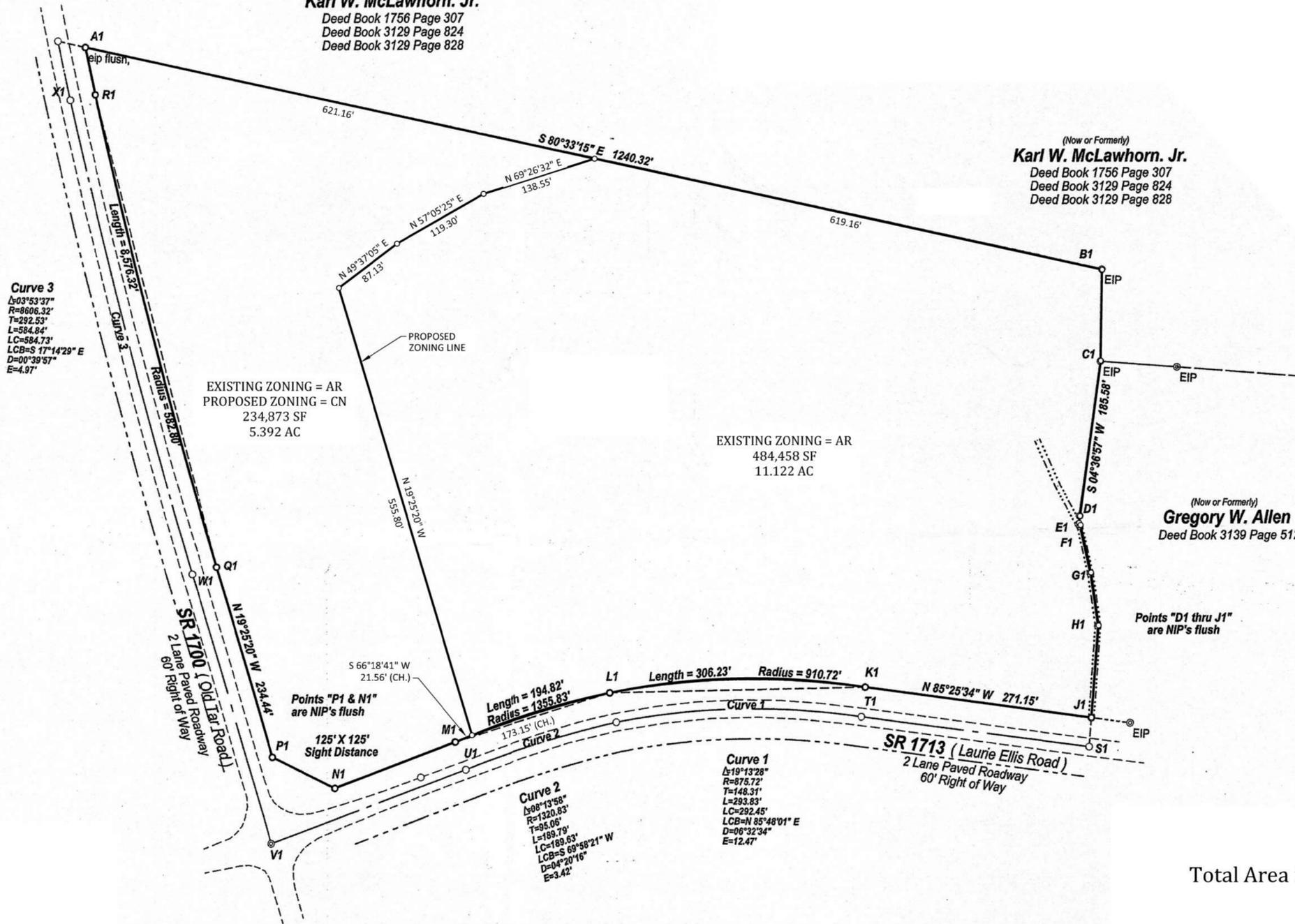
Vicinity Map not drawn to Scale

Vicinity Map

(Now or Formerly)
Karl W. McLawhorn, Jr.
 Deed Book 1756 Page 307
 Deed Book 3129 Page 824
 Deed Book 3129 Page 828

(Now or Formerly)
Karl W. McLawhorn, Jr.
 Deed Book 1756 Page 307
 Deed Book 3129 Page 824
 Deed Book 3129 Page 828

(Now or Formerly)
Gregory W. Allen
 Deed Book 3139 Page 512



Curve 3
 $\Delta=03^{\circ}53'17''$
 $R=9606.32'$
 $T=292.53'$
 $L=584.84'$
 $LC=584.73'$
 $LCB=S 17^{\circ}14'29'' E$
 $D=00^{\circ}39'57''$
 $E=4.97'$

Table of Metes & Bounds of 16.51 acre Tract

From	To	Bearing	Distance
A1	B1	S 80°33'15" E	1240.32'
B1	C1	S 02°04'02" E	109.06'
C1	D1	S 04°36'57" W	185.58'
D1	E1	S 04°34'55" W	10.00'
E1	F1	S 39°35'40" E	2.65'
F1	G1	S 15°11'08" E	58.86'
G1	H1	S 11°01'38" E	63.84'
H1	J1	S 01°13'08" W	108.22'
J1	K1	N 85°25'34" W	271.15'
K1	L1	S 85°44'13" W	304.79'
L1	M1	S 69°58'21" W	194.65'
M1	N1	S 66°28'51" W	153.48'
N1	P1	N 66°26'46" W	82.57'
P1	Q1	N 19°25'20" W	234.44'
Q1	R1	N 17°14'29" W	582.69'
R1	A1	N 14°38'36" W	57.21'

Table of Metes & Bounds of SR 1700 & SR 1713

From	To	Bearing	Distance
J1	S1	S 01°13'06" W	34.19'
T1	S1	S 85°36'32" E	273.04'
V1	U1	N 66°37'45" E	246.98'
W1	V1	S 19°25'13" E	331.77'
74	X1	S 15°00'13" E	71.16'
A1	74	N 80°33'15" W	33.35'

Total Area in Tract = 16.514 Ac.

Notes:

1. AREA DETERMINED BY COORDINATES.
2. THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
3. BOUNDARY INFORMATION SHOWN HEREON WAS DRAWN FROM SURVEY PREPARED BY SORRELL LAND SURVEYING, INC., AS SHOWN ON DRAWING ENTITLED A SURVEY OF AN EXISTING PARCEL OF LAND FOR: F & A CONSTRUCTION, LLC, DATED MARCH 27, 2019

Legend

- ⊙ EIP = Existing Iron Pipe
 - ⊙ NIP = New Iron Pipe
 - ⊙ Ex. Mon. = Existing Concrete Monument
 - ⊙ Mag Nail = Magnetic Survey Nail
 - NPS = No Point Set
 - = Power Pole
 - = Right of Way
 - = Centerline
 - = Lines Surveyed
 - = Lines Not Surveyed
 - = Power Line
 - = Curbing
 - R/W = Right of Way
 - PC = Point of Curvature
 - PT = Point of Tangency
- All NIP's set are black iron pipe 1" in Diameter by 24" long



	2755-B Charles Blvd Greenville, NC 27858 252.558.0888 NC License: P-1199
	PROPOSED ZONING F & A CONSTRUCTION LOCATED AT INTERSECTION OF OLD TAR RD, AND LAURIE ELLIS RD. TOWN OF WINTERVILLE, PITT COUNTY, NC
SCALE 1" = 100'	DATE 7-23-2020
SHEET 1 of 1	

REZONING MAP
FOR
F&A CONSTRUCTION LLC

Proposed Zoning = CN:

Beginning at a point located in the eastern right of way line of NCSR 1700 (Old Tar Road) at its intersection with the northern right of way line of NCSR 1713 (Laurie Ellis Road); thence with the eastern right of way line of NCSR 1700 (Old Tar Road) North 19°25'20" West for a distance of 234.44 feet to a point, thence with a curve turning to right with a radius of 8576.32 feet, said curve having a chord bearing of North 17°14'29" West and a chord distance of 582.69 feet; thence North 14°38'36" West for a distance of 57.21 feet to an existing iron pipe, said point being the southwest corner of the Karl W. McLawhorn, Jr. property as recorded in Deed Book 1756 Page 307, Deed Book 3129 Page 824, and Deed Book 3129, Page 828 of the Pitt County Registry; thence leaving the eastern right of way line of NCSR 1700 (Old Tar Road) and with the southern line of the Karl W. McLawhorn, Jr. property; South 80°33'15" East for a distance of 621.16 feet to a point, thence leaving the southern line of the Karl W. McLawhorn, Jr. property and with a new line South 69°26'32" West for a distance of 138.55 feet; thence South 57°05'25" West for a distance of 119.30 feet; thence South 49°37'05" West for a distance of 87.13 feet; thence South 19°25'20" East for a distance of 555.80 feet to a point in the northern right of way line of NCSR 1713 (Laurie Ellis Road); thence cornering and with the northern right of way line of NCSR 1713 (Laurie Ellis Road) along a curve turning to the left with a radius of 1355.83 feet; said curve having a chord bearing of South 66°18'41" West and a chord distance of 21.56 feet; thence South 66°28'51" West for a distance of 153.48 feet; thence North 66°26'46" West for a distance of 82.57 feet to the POINT OF BEGINNING containing 5.392 acres more or less as shown on Ark Consulting Group Drawing No. C-1002 entitled "Zoning Map for F&A Construction" dated June 19, 2020.

**NOTICE OF PUBLIC HEARING
Town of Winterville**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, October 12, 2020 at 7:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, to hold a Public Hearing on the following proposal:

F & A Construction, LLC has submitted a proposal to rezone a portion of Parcel 55092 (717 Laurie Ellis Road) from Agricultural-Residential (AR) to Neighborhood Commercial (CN). Per the Winterville Zoning Ordinance, the purpose of the Neighborhood Commercial (CN) district is to provide convenient shopping facilities consisting primarily of necessary services required to serve a neighborhood.

Copies of the Ordinance are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting bryan.jones@wintervillenc.com or the Winterville Planning Department at (252) 215-2358.

**The Town of Winterville will be keeping measures in place in an ongoing effort to mitigate the spread of COVID-19. These measures include barring physical attendance at the meeting, employing social distancing, and implementing remote participation. The public is encouraged to watch the Town Council's meeting live on YouTube (www.wintervillenc.com/videos). Those that wish to address the Town Council during the Public Hearing should contact the Town Clerk at (252) 215-2344 to register, one business day before the meeting at 5:00 p.m. Prior to or within 24-hours following the public hearing, the public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to don.harvey@wintervillenc.com. Please include your name and address.

Notes to Publisher:

Legal Advertisements
legals@apgenc.com
(252) 329-9521

Subject: Winterville Pubic Hearing – F&A Construction, LLC Rezoning Request

Please place the above legal advertisement in the Daily Reflector on Wednesday September 30, 2020 and Wednesday, October 7, 2020. Should you have any questions please contact me.

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

Thanks,

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



2571 Railroad Street
PO Box 1459
Winterville, NC 28590

Phone (252)215-2358
Fax (252)756-3109
www.wintervillenc.com

**Town Council
Rezoning Request**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, October 12, 2020 at 7:00 pm. Due to the ongoing COVID-19 pandemic and to maintain the safety of Town residents, staff, and Council members, the meeting will be conducted electronically. The agenda is available on the Town website at www.wintervillenc.com.

F & A Construction, LLC has submitted a proposal to rezone a portion of Parcel 55092 (717 Laurie Ellis Road) as shown on the attached map from Agricultural-Residential (AR) to Neighborhood Commercial (CN). Per the Winterville Zoning Ordinance, the purpose of the Neighborhood Commercial (CN) district is to provide convenient shopping facilities consisting primarily of necessary services required to serve a neighborhood.

Persons having an interest in this matter and desiring to speak either for or against are encouraged to submit comments in writing prior to the meeting to bryan.jones@wintervillenc.com. Details on how to participate or view the meeting will be posted on the Town website. For further information, contact the Winterville Planning Department at (252) 215-2358.

SIDETTE BOYCE BROWN
EMANUELL BROWN
5108 OLD TAR ROAD
WINTERVILLE NC 28590

LINDA VERNELSON MCLAWHORN
2351 OLD CREEK ROAD
GREENVILLE, NC 27834

KARL WESLEY MCLAWHORN, JR
KARLA MCLAWHORN ALLEN
PO BOX 611
WINTERVILLE, NC 28590

ALVA WAYNE WORTHINGTON, JR
JONI B. WORTHINGTON
5921 HEATHERSTONE DRIVE
RALEIGH, NC 27606

KARL W. MCLAWHORN, JR
5111 OLD TAR ROAD
WINTERVILLE, NC 28590

FISHER ISLAND, LLC
PO BOX 72
Winterville, NC 28590

COOPER ISLAND DEVELOPMENT
PO BOX 606
GREENVILLE NC 27835

JANE MELLON BOFENKAMP
MARY F MELLON
PO BOX 1827
WAKE FOREST, NC 27588

MAILED ON
9/28/2020

ASHLEY MARIE CRAFT
5079 OLD TAR ROAD
WINTERVILLE, NC 28590

BROOKFIELD HOA OF
WINTERVILLE NC
300 COTANCHE STREET
GREENVILLE, NC 27858

PEDRO BALDERA TRUST
1036 MADISON AVE
SAN DIEGO, CA 92116

MATTHEW J GASKILL
DENISE C GASKILL
716 LAURIE ELLIS ROAD
WINTERVILLE NC 28590

KARLA MCLAWHORN ALLEN
GREGORY W. ALLEN
753 LAURIE ELLIS ROAD
WINTERVILLE NC 28590



Town of Winterville Planning Department
Zoning Staff Report

GENERAL INFORMATION

APPLICANT	F & A Construction, LLC
HEARING TYPE	Rezoning Request
REQUEST	Agricultural Residential (AR) to Neighborhood Commercial (CN) (5.392 acres of tract)
CONDITIONS	n/a
LOCATION	717 Laurie Ellis Road
PARCEL ID NUMBER(S)	55092
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request on September 28, 2020 and Notice was published in the Daily Reflector on September 30, 2020 and October 7, 2020. Notification was posted on site on June 30, 2020. 12 properties were mailed notification.
TRACT SIZE	Total Tract = 16.51 Acres; Rezoning Request for 5.392 acres of tract
TOPOGRAPHY	Flat
VEGETATION	Cleared / Agricultural

SITE DATA

EXISTING USE	Agricultural
---------------------	--------------

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	AR	Residential
E	AR	Agricultural/SFR
W	R-10	Residential/SFR
S	AR	Agricultural/SFR



ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	Agricultural Residential (AR)	Neighborhood Commercial (CN)
MAX DENSITY	n/a	n/a
TYPICAL USES	Large residential lots to accommodate septic systems	CN-Provide shopping of necessary services for neighborhoods;

SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	Stream feature located along northern portion of property (50' Riparian Buffer along feature). Stream splits on northern corners of property, leaving two triangular portions of the property bound by buffers.
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Site plan submittal is required for any change of use in existing building

**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.

LANDSCAPING & BUFFER REQUIREMENTS

Development must meet requirements of the Zoning Ordinance (Article X-A. Vegetation and Buffering Requirements).

TRANSPORTATION

STREET CLASSIFICATION	Old Tar Road – NCDOT Road Laurie Ellis Road – NCDOT Road
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.



TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	Old Tar Road - 5100 Laurie Ellis Road - 1100
TRIP GENERATION	N/A
SIDEWALKS	Depending on site plan submittal, sidewalks may be required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	N/A
OTHER	N/A

IMPACT ANALYSIS

Land Use Compatibility

The proposed Neighborhood Commercial 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 has two character areas designated for this property: Neighborhood Center character area and Urban Neighborhood character area.

The requested **Neighborhood Commercial** zoning district is generally consistent with the Neighborhood Center character area as defined by the future land use designation.

Comprehensive Land Use Plans - Recommendations & Implementation

Land Use Policy 1 – Encourage a balanced tax base while managing growth (Neighborhood Commercial):

- (1.2) Encourage non-residential growth in the form of retail, restaurants, professional offices and industrial development.

Economic Development Policy 2 – Improve self-sufficiency and reduce retail leakage (Neighborhood Commercial):

- (2.1) Support Winterville’s transformation from a “bedroom community” to a “neighboring community” of Greenville.

Economic Development Policy 6 – Focus on business recruitment, expansion and retention (Neighborhood Commercial):

- (6.2) Encourage and support local businesses, especially in expansion efforts.



STAFF ANALYSIS AND RECOMMENDATION

Community Outreach

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

Staff Analysis

The 16.6 acre property is currently vacant and being used for agriculture. The property North of the request is zoned AR and has single family homes. East of the request is zoned AR with single family homes and agriculture. South of the request is zoned AR and has single family homes. West of the request is R-10 and Brookfield subdivision.

The Neighborhood Commercial rezoning request is consistent with the intent and purpose of the Zoning Ordinance, the Future Land Use Plan and is generally compatible with the existing development and trends in the surrounding area.

Planning Board and Staff Recommendation

The Planning and Zoning Board unanimously recommended **approval** of the rezoning request on August 17, 2020.

Staff recommends **approval** of the rezoning request for the 5.4 acres from AR to CN.

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

WHEREAS, F & A Construction, LLC has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of the property described herein of Agricultural Residential (AR) to Neighborhood Commercial (CN); and

WHEREAS, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 7:00 p.m. on October 12, 2020, after due notice publication on September 30, 2020 and October 7, 2020; and

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

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

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

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

Section 1. The Town of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from Agricultural Residential to Neighborhood Commercial (CN).

*F & A Construction, LLC, a 5.4-acre tract land located on **Old Tar Road, Portion of Tax Parcel 55092**, and being more particularly described on the attached legal description provided below.*

**LEGAL DESCRIPTION OF PROPERTY
REZONED FROM AR to CN
F & A CONSTRUCTION, LLC
WINTERVILLE TOWNSHIP, PITT, NC**

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

Beginning at a point located in the eastern right of way line of NCSR 1700 (Old Tar Road) at its intersection with the northern right of way line of NCSR 1713 (Laurie Ellis Road); thence with the eastern right of way line of NCSR 1700 (Old Tar Road) North 19°25’20” West for a distance of 234.44 feet to a point, thence with a curve turning to right with a radius of 8576.32 feet, said curve having a chord bearing of North 17°14’29” West and a chord distance of 582.69 feet; thence North 14°38’36” West for a distance of 57.21 feet to an existing iron pipe, said point being the southwest corner of the Karl W. McLawhorn, Jr. property as recorded in Deed Book 1756 Page 307, Deed Book 3129 Page 824, and Deed Book 3129, Page 828 of the Pitt County Registry; thence leaving the eastern right of way line of NCSR 1700 (Old Tar Road) and with the southern line of the Karl W. McLawhorn, Jr. property; South 80°33’15” East for a distance of 621.16 feet to a point, thence leaving the southern line of the Karl W. McLawhorn, Jr. property and with a new line South

69°26'32" West for a distance of 138.55 feet; thence South 57°05'25" West for a distance of 119.30 feet; thence South 49°37'05" West for a distance of 87.13 feet; thence South 19°25'20" East for a distance of 555.80 feet to a point in the northern right of way line of NCSR 1713 (Laurie Ellis Road); thence cornering and with the northern right of way line of NCSR 1713 (Laurie Ellis Road) along a curve turning to the left with a radius of 1355.83 feet; said curve having a chord bearing of South 66°18'41" West and a chord distance of 21.56 feet; thence South 66°28'51" West for a distance of 153.48 feet; thence North 66°26'46" West for a distance of 82.57 feet to the POINT OF BEGINNING containing 5.392 acres more or less as shown on Ark Consulting Group Drawing No. C-1002 entitled "Zoning Map for F&A Construction" dated June 19, 2020.

End of Legal Description

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

Section 3. This ordinance shall become effective upon adoption.

Adopted this 12th day of October 2020.

Veronica W. Roberson, Mayor Pro Tem

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: October 12, 2020

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Request for Taxicab Franchise from All Dunn Transport.

Action Requested: Approval of Certificate of Convenience and Necessity.

Attachment: Application for Taxicab Franchise, Public Hearing Advertisement, Draft Certificate of Convenience and Necessity, and Taxicab Regulations - Ordinance Chapter 113.

Prepared By: Donald Harvey, Town Clerk

Date: 9/30/2020

ABSTRACT ROUTING:

TC: 10/5/2020

TM: 10/7/2020

Final: tlp – 10/7/2020

Supporting Documentation

Mr. Domika D. Dunn, owner of All Dunn Transport requests to operate a Taxicab Franchise in the Town of Winterville. The applicant has submitted his application for approval of the certificate of convenience and necessity. The Public Hearing was advertised in the Daily Reflector on Wednesday, September 30, 2020.

Budgetary Impact: NA.

Recommendation: Approve the Taxicab Franchise and Certificate of Convenience for All Dunn Transport and Issuance of the Permit to Operate a Taxicab for Applicant, to Mr. Domika Dunn (owner of All Dunn Transport) contingent upon the Police's Department's investigation of the truth of facts of the Application.

APPLICATION FOR TAXICAB FRANCHISE

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

The undersigned makes application for a taxicab franchise under the provisions of Chapter 113, Section 113.02 of the Code of Ordinances of the Town of Winterville, and presents the following information:

1. That the applicant is familiar with the ordinance of the Town of Winterville relating to liability insurance, drivers regulations, regulation of rates and other matters pertaining to the operation of taxicabs.

2. That the individual, corporate or trade names and business address of the applicant is:

All Dunn Transport
2634 Mill Street #3b
Winterville, North Carolina 28590

3. That the applicant is:

A. An individual and sole owner of the taxicab business to be operated under the above name.

B. A Corporation chartered under the laws of the State of North Carolina in the year _____, and the officers of the corporation are: _____

4. That applicant operates in the following cities: Greenville, Winterville

5. That applicant is requesting franchise to operate 3 taxicab(s).

6. That in support of this application, there is attached hereto and made a part hereof the following Exhibits:

Exhibit "A": A full statement of facts which is supported by substantial testimony at the hearing, will support a finding of public convenience and necessity for this operation.

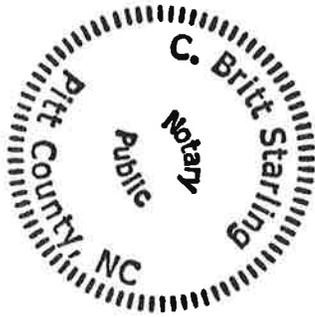
Exhibit "B": A complete list of applicant's motor equipment showing year, make, model and carrying capacity of each unit.

Exhibit "C": Financial statement showing assets, liabilities and net worth of applicant.

Exhibit "D": Statement showing applicant has made complete arrangements for off street parking of all motor vehicles.

Exhibit "E": Statement of proposed fares for transporting of persons and property.

Exhibit "F": Statement of experience of applicant conducting taxicab business.



Donika D. Dunn

Applicant Signature

1232 Bristolmoor drive
Winterville, N.C 28590

Applicant Address

Sworn to and Subscribed before me this 1 day of September, 2020.

C. Britt Starling
Notary Public

My Commission Expires 1-11-2025

Executive Summary

All Dunn Transport is a Greenville, NC based company, whose mission is to provide reliable, timely, and safe transportation services. All Dunn Transportation seeks to connect people with places, whether it is for work or for play. Our aim is to transport people to their event destination in a safe, efficient, and comfortable way. It is our priority. You need to get there? Consider it Dunn.

All Dunn Transport will provide complete transportation services using safe and reliable cars and vans, the latest equipment and technology to facilitate the travel of individuals in and around Eastern NC and surrounding counties. The company's fleet of cars and vans, our services, show that we are an innovative, forward thinking company that recognizes the need to move with ever-changing customer needs. At All Dunn Transport, our philosophy is one that emphasizes service and safety with a realization that safety and customer service is a key component in our business. The company also realizes that, in a competitive environment, flexibility and professionalism maintain that leading edge.

The company has drivers and employees that are helpful, courteous, and fully trained in customer care and safety. As an added safety measure for both drivers and passengers, All Dunn Transport vehicles utilize Global Positioning Systems (GPS), which enable the vehicles to be tracked or located in an emergency. All Dunn Transport vehicles will be clean, well maintained, and inspected regularly for safety and comfort.

The company's strategy is to build our reputation and market share by establishing our business offering as a viable alternative to existing bus and taxi cab services in the area. The company's goal in the next year is pursue an aggressive marketing campaign, double our fleet and from that, penetrate at least 65% of the market share. The company's long-term goal is be the go-to choice for all transportation needs, the top rated ground transportation company in Greenville, NC and its environs.

The company's emphasis is on safety and customer service, mobile data, and credit/debit card markets of the transportation industry. In aggregate, these markets are believed to represent potential sales in excess of \$1 million as of March 2017. Within these markets, All Dunn Transport will focus on the more lucrative personal and group transport segment. This segment, has not gained widespread utility in this area, personal and group transport in areas around Greenville, NC has started out slow but over a three-year period and has increased by 20% each year in Maryland and Virginia, and by 25-35% in New York each year.

Companies with whom All Dunn Transport competes are Aaction Taxi Cab, Dupree's Transportation and Shuttle Service, City Cab, and Ace Cab. They are limited in that they do not have the versatility and can be limited in scope of service. ADT has a competitive advantage, however, because our company goes beyond a shuttle service and works to improve quality of life not just transportation needs at times when other services do not.

The company is seeking to build partnerships with businesses in Eastern NC, including but not limited to, Wake County, Nash County, and Wilson County surrounding counties.

Market Research

(NEMT) Non-Emergency Medical Transport

There is a pressing need for reliable public transportation in the Eastern NC area and surrounding areas. Bus service is not a viable option for many people due to the limited scope of operation of bus service and in the area. The buses here do not run throughout the night and they are very restricted as to routes and times during the weekend and off-peak times. As a result, alternative transportation is always needed for those whom the bus cannot serve.

Detailed Description of Customers

A transportation company attracts two main types of business. The first type is a commercial charge account business, and the second is direct consumer business. The commercial accounts usually have either package delivery or pay for passengers as their main function and are usually vendor accounts. The direct consumer accounts are people from throughout the city who need transportation service for various reasons, to run errands, get to work etc. Consumer accounts are usually payable immediately. The customer never comes to the place of business of the transportation service, all cars and vans are dispatched to the customers place of business and the sole representative view that the customer has of the transportation service is through the cleanliness of the vehicle and the driver, and the promptness of their response. Any value-added services just enhance these basic considerations of the customer.

Company Advantages

All Dunn Transport recognizes that the success of the business is to get and maintain repeat or "regular" customers and vendor agreements. All Dunn Transport goes beyond the usual services of a taxi or the schedule of public transportation. Our ability to transport people during hours not usually serviced by taxi or public transportation is what sets us apart. We provide convenient, safe transport during hours not traditionally serviced by the competition.

Service Line

Product/Service

All Dunn Transport realizes the importance of first impressions and customer care. The company's customer-oriented philosophy and its commitment to service are reflected in the careful selection of drivers and the comprehensive training. Customers can expect the following high standards when they travel with All Dunn Transport. In addition to:

- Clean and tidy cars and vans
- Friendly and polite drivers
- Careful driving
- Most practical route taken

Services Include:

- Work Transport
- Private Passenger Transport
 - Airport
 - School
 - Shopping
 - Local ride
 - DUI
 - Errands
 - Out of town routes
 - Work
 - Appointments
 - Dinner Dates
- Group Transport
 - Casino
 - Beach
 - Church
 - Family reunions
 - Wine/Brewery Tours
 - Youth Sporting Events
 - Travel
 - Class Reunions
 - Birthday Celebrations
 - Vacations
 - Work Conferences
 - And More!

(NEMT) Non-Emergency Medical Transport

(NEMT) Non-Emergency Medical Transport

All Dunn Transport services provides safe and convenient transport both to and from medical appointments for individuals who are not in an emergency situation but need more assistance than a taxi service is able to provide. All Dunn Transport is committed to utilizing the most appropriate form of transportation. We commit to removing barriers to transportation, preventing missed medical appointments. Our vehicles are specially equipped to transport riders in wheelchairs, stretchers or with other special needs.

- **Medical Ground Transportation in Eastern NC**

- With All Dunn Transport you can receive highly professional medical ground transportation from home to a hospital, doctor's office, physical therapist, or other medical professional. Our drivers and attendants will have your necessary medical information on file, ensuring that your transportation fulfills all your requirements and that you arrive where you need to be, safely, and on-time.

- **Doctor Visits**

- All Dunn Transport offers transportation from wherever the client happen to be, to their doctor, ensuring that transportation worries are a thing of the past.

- **Hospital Transfers**

- It is not uncommon for patients within one hospital to require non-emergency transportation to another. Perhaps there is a specialist doctor in another location, or maybe a wider variety of services are offered somewhere else. Regardless of why, it can sometimes become difficult to decide just how to go from one hospital to another without incurring the massive costs associated with ambulance travel.
- NEMT services such as the one offered by All Dunn Transport solves this problem by providing affordable and professional medical transportation between hospitals to those who need it.

- **Long Distance Transportation Service**

- Looking for NEMT services that cover large distances? All Dunn Transport has you covered. With hours and hours of behind-the-wheel experience, our professional and highly-trained crew of drivers are more than prepared to take customers wherever they need to go, be it 3 or 300 miles away.
- Customers enjoy the comfort of traveling in a well-equipped and comfortable vehicle that provides the highest level of satisfaction for those who need transportation in non-emergency situations.

The vehicles themselves are not equipped for emergency intervention, the emphasis, rather, is placed on patient comfort and safe transport.

Marketing & Sales

Growth Strategy

Currently All Dunn Transport serves the Eastern North Carolina area and is seeking to grow its customer base. To grow the company, All Dunn Transport will do the following:

- Network at manufacturing and healthcare conferences
- Establish a company website that contains engaging multimedia content about our services
- As the business grows, advertise in publications that reach our target industries

Communicate with the Customer

All Dunn Transport will communicate with its customers by:

- Meeting with local managers within targeted companies
- Using social media such as Twitter, YouTube, Facebook, and LinkedIn
- Providing contact information on the company website

Onboard Technology

GLOBAL POSITIONING SYSTEMS. All Dunn Transport has a unique Global Positioning System (GPS) that pinpoints the nearing driver thus allowing the driver to give an accurate estimated time of arrival.

COMMUNICATION SYSTEM. Reliable communications are essential under all circumstances. All Dunn Transport is in direct communication with all drivers, drivers have access to up to the minute information connecting driver, client, and dispatch. There are multiple levels of reliability to assure communications will be maintained under the most rigorous condition.

CREDIT/DEBIT CARD SYSTEM. All Dunn Transport will use the in-car and in-app credit/debit card system. This involves customers using their debit cards in any All Dunn Transport cab with approval being given instantly, eliminating the need for cash, though cash will be accepted.

Intellectual Property Rights

All Dunn Transport is seeking to trademark its name in the state of North Carolina, and we are in the process of filing for protection of our proprietary processes and other intellectual property, such as our logo. We have also registered our domain name and parked relevant social media accounts for future use and to prevent the likelihood of someone impersonating one of our consultants.

ALL DUNN TRANSPORT

PHONE: (252) 361-4106

EMAIL: ALLDUNNTRANSPORT@GMAIL.COM

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Appendix A

Vehicle Insurance

Vehicles used for All Dunn Transport

- ① 2016 Ford Transit Van (15 passenger)
- ② 2014 Chevrolet Impala (4 door)
- ③ 2013 Ford Van (Handicap Accessible) (10 passenger)

Appendix H

Drug/Alcohol and Smoking Policy

All Dunn Transport Drug/Alcohol and Smoking Policy

Purpose

In compliance with the Drug-Free Workplace Act of 1988, All Dunn Transport has a commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of All Dunn Transport employees and to the security and safety of the company's customers and vehicles. For these reasons, All Dunn Transport is committed to a drug and alcohol-free workplace.

Scope

This policy applies to all employees and all applicants for employment of All Dunn Transport. The Owner is responsible for policy administration.

Employee Assistance

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

Work Rules

1. Whenever employees are working, are operating any All Dunn Transport vehicle, are present on All Dunn Transport premises or are conducting company-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
 - c. Possessing or consuming alcohol.
2. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility, is prohibited.
3. All Dunn Transport will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

Pre-employment

Applicants being considered for hire must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable suspicion

Employees are subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession or impairment. HR, the plant manager or the director of operations should be consulted before sending an employee for testing. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, management will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Post-accident

Employees are subject to mandatory testing when they cause or contribute to accidents that seriously damage an All Dunn Transport vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Collection and Testing Procedures

Employees subject to alcohol testing will be transported to an All Dunn Transport-designated facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more,

a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations. Applicants and employees subject to drug testing will be transported to an All Dunn Transport-designated testing facility and directed to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphane use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by All Dunn Transport who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to All Dunn Transport until such time that the MRO has confirmed the test to be positive.

Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, All Dunn Transport may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by All Dunn Transport for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management, a union representative (if requested), and HR. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such

records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

All Dunn Transport reserves the right to inspect all portions of its premises and vehicles for drugs, alcohol or other contraband; affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

Crimes Involving Drugs

All Dunn Transport prohibits all employees, including employees performing work under government contracts, from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or vehicles while conducting company business. All Dunn Transport employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

All Dunn Transport does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, All Dunn Transport reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to the Owner within five days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with All Dunn Transport.

Definitions

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by All Dunn Transport or any site on which the company is conducting business.

"Illegal drug" means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of

medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

Smoking Policy

Smoking is prohibited in any portion of any indoor facility owned or leased by All Dunn Transport and in any vehicle owned or leased by All Dunn Transport. Employees are prohibited from smoking in vehicles while transporting clients or citizens. Exterior outside space is available for smoking at All Dunn Transport facilities.

Enforcement

The Owner is responsible for policy interpretation, administration and enforcement.

Drug and Alcohol Policy Certificate of Receipt

I hereby certify that I have received a copy of All Dunn Transport Drug and Alcohol Policy.

Employee Signature

Date

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the office space at room D office space within the building located on 2634 Mill Street Winterville, NC 28590.

f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.

2 - Leased Premises

2.1 The Landlord agrees to rent to the Tenant the office space municipally described as a portion of 2634 Mill Street Winterville, NC 28590 located room D, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"): The Tenant will use the Premises solely for running a transportation business purposes and to comply with applicable laws, bylaws, and regulations relative to the Premises and to the business carried on.

2.2. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

2.3 No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

2.4 Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following 1 parking space along the south side of the building Premises: The Strata bylaws requires parking of the unit vehicles to be in their location(s) and must not infringe on other tenant's parking spaces. (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's space.

2.5 The Tenant shall not change locks to the unit without prior written permission from the Landlord. If the locks are changed a copy of the key(s) must be provided to the Landlord.

use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** ~~Lessee shall be responsible for arranging for and paying for all utility services required on the Premises except for cooking and heating gas.~~ Lessee will pay an additional amount of \$50 dollars each month to pay utilities. Lessee has the option to pay an additional \$25 dollars per month for access to wireless internet services.

11. **MAINTENANCE AND REPAIR; RULES.** Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

(a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
- (i) And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by Lessor.
- (m) tenant shall be responsible for the maintenance and upkeep of the grounds surrounding the facilities including mowing the grass on a regular basis as to comply with the city of Greenville ordinance regarding such matters.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged

any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance. A copy of the insurance must be provided to the Landlord within 30 days of the start of the Term.

17 - Attorney Fees

17.1 All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

18 - Governing Law

18.1 It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of British Columbia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

19 - Severability

19.1 If there is a conflict between any provision of this Lease and the applicable legislation of the Province of British Columbia (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

20 - Assignment and Subletting

20.1 The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

21 - Care and Use of Premises

21.1 The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Landlord

21.2 Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **LESSEE'S HOLD OVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at three hundred dollars per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

17. **ANIMALS.** ~~Lessee shall be entitled to keep no more than 1 (one) domestic dogs, cats or birds; however, at such time as Lessee shall actually keep any such animal on the Premises, Lessee shall pay to Lessor a pet deposit of three hundred fifty DOLLARS (\$350.00), of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.~~

18. **QUIET ENJOYMENT.** Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. **INDEMNIFICATION.** Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of

26.2 This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

26.3 All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

26.4 Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1st day of Junw, 2020.

Domika Dunn
Tenant Name

Domika Dunn
Tenant Signature

Francisco Limin
Landlord's Name

[Signature]
Landlord's Signature

6/1/2020

I Francisco Limin hereby acknowledge receipt of \$500.00 five hundred dollars for first month rent and security deposit for 2634 Mill street unit 5.

[Signature]

**NOTICE OF PUBLIC HEARING
Town of Winterville**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, October 12, 2020 at 7:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, to hold a Public Hearing on the following application:

The Town of Winterville has received an application from All Dunn Transport for a certificate of convenience and necessity for a taxicab franchise.

**The Town of Winterville will be keeping measures in place in an ongoing effort to mitigate the spread of COVID-19. These measures include barring physical attendance at the meeting, employing social distancing, and implementing remote participation. The public is encouraged to watch the Town Council's meeting live on YouTube (www.wintervillenc.com/videos). Those that wish to address the Town Council during the Public Hearing should contact the Town Clerk at (252) 215-2344 to register, one business day before the meeting at 5:00 p.m. Prior to or within 24-hours following the public hearing, the public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to don.harvey@wintervillenc.com. Please include your name and address.

Notes to Publisher:

Display Advertisements
customerservice@apgenc.com
(252) 329-9505

Subject: Winterville Pubic Hearing – Taxicab Application - All Dunn Transport

Please place the above block advertisement in the Daily Reflector on Wednesday, September 30, 2020. Should you have any questions please contact me.

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

Thanks,

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

CERTIFICATE OF CONVENIENCE AND NECESSITY

Under Chapter 113 of the Code of Ordinances

Town of Winterville, North Carolina

WHEREAS, application for a certificate of convenience and necessity has been filed by All Dunn Transport (Domika D. Dunn, owner) under the provisions of Chapter 113 of the Code of Ordinances of the Town of Winterville; and

WHEREAS, a public hearing on the question of this application was held at the Winterville Town Hall Assembly Room at 7:00 pm on Monday, October 12, 2020; and

WHEREAS, the Town Council of the Town of Winterville, having made favorable findings, in the regular monthly meeting held at 7:00 pm on Monday, October 12, 2020, has ordered the issuance of a certificate of convenience and necessity to All Dunn Transport (Domika D. Dunn, owner); and

NOW, THEREFORE, BE IT RESOLVED THAT THE WINTERVILLE TOWN COUNCIL does hereby issue this certificate of convenience and necessity to:

All Dunn Transport (Domika D. Dunn, owner)

This certificate shall constitute a franchise from the Town of Winterville for the operation of taxicabs within the town subject to the provisions of Chapter 113 of the Code of Ordinances of the Town of Winterville.

The duration of the certificate shall be a period of three (3) years. Application for renewal shall be filed at the expiration of this three (3) year franchise and hearings upon the question of renewal shall be conducted as provided under Section 113.02 (G) of the Code of Ordinances.

The Town Council of the Town of Winterville may, at any time after a public hearing conducted in the same manner as provided in Section 113.02 (G), revoke this certificate of convenience and necessity for any one or more of the causes listed under Section 113.04 of the Code of Ordinances.

Issued this the 12th day of October 2020.

Veronica W. Roberson, Mayor Pro Tem

ATTEST:

Donald Harvey, Town Clerk

CHAPTER 113: TAXICABS

Section

Taxicab Regulations

- 113.01 Definitions
- 113.02 Certificate of convenience and necessity
- 113.03 Transfer of certificate
- 113.04 Revocation of certificate
- 113.05 Schedule of rates charged by taxicabs; display to passengers
- 113.06 Liability insurance
- 113.07 Transfer of certificate, liability insurance to another vehicle

Taxicab Drivers

- 113.20 Permit required
- 113.21 Fee; term; renewal
- 113.22 Permit revocation
- 113.23 Suspension of permit
- 113.24 Display of permit to passengers

Statutory reference:

Regulation of taxicabs, see G.S. §§ 20-37.10 et seq., 160A-304

TAXICAB REGULATIONS

§ 113.01 DEFINITIONS.

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

TAXICAB. Any motor vehicle seating fewer than ten passengers and operated upon any street or highway on call or on demand, accepting or soliciting passengers indiscriminately for hire between the points along the streets or highways as may be directed by the passengers being transported. **TAXICAB** shall not include motor vehicles or common carrier by motor vehicle as defined in G.S. §§ 62-3(7) and (18).

(1992 Code, § 113.01) (Ord. O-50-05119798, passed 5-11-1998)

§ 113.02 CERTIFICATE OF CONVENIENCE AND NECESSITY.

(A) *Unlawful to operate without certification.* It shall be unlawful for any person to operate a taxicab over and upon the streets of the town without first having applied for and secured from the Board of Alderpersons a certificate of convenience and necessity as hereinafter set forth.

(B) *Application.* Every person desiring to operate a taxicab within the town shall file, on forms supplied by the Town Clerk, an application for a certificate of convenience and necessity. A fee according to a regularly adopted fee schedule of the town shall be paid to the town for each application to defray some of the advertising and other administrative expenses involved.

(C) *Board of Alderpersons to issue certificates.* The Board of Alderpersons shall have the power to, and it shall be its duty to order the issuance or the refusal to issue certain certificates of convenience and necessity for the operation of taxicabs. The Board may attach to the exercise of the privileges granted by the certificates the terms and conditions as in its judgement the public convenience and necessity may require.

(D) *Nature and duration of certificate.* A certificate shall constitute a franchise from the town for the operation of taxicabs within the town, subject to the provisions of this chapter. Certificates shall be for three calendar years, unless a shorter period of time is specified in the certificate. Applications for renewal shall be filed at the expiration of the previous three-year franchise and hearings upon the question of renewal shall be conducted as provided in division (F) below.

(E) *Factors considered in issuing permit.* In determining whether the public convenience and necessity require the franchising of the taxicab or taxicabs, the Board of Alderpersons shall, among other things take into consideration the following factors:

- (1) Whether the public convenience and necessity requires the proposed or additional taxicabs within the town;
- (2) The financial responsibility of the applicant and the likelihood of the proposed service being permanent, responsible and satisfactory;
- (3) The number and condition of equipment;
- (4) The schedule of proposed rates to be charged;
- (5) The number of taxicabs now operated within the town and the demand for increased service, if any;
- (6) Whether safe use of the streets by the public, both pedestrian and vehicular, will be preserved, and whether adequate provision has been made for off-street parking of the taxicabs;
- (7) The experience of the applicant in the taxicab business; and
- (8) The other relative facts as may be deemed necessary or advisable to consider.

(F) *Investigation.* Before making any decision with respect to the issuance of any certificate of convenience and necessity, the Board of Alderpersons or a committee thereof, shall make a full and complete investigation of all pertinent facts, and may, if it so desires, subpoena witnesses and utilize the services of the Chief of Police or any other officer or employee of the town.

(G) *Hearing; notice.* Each application for a certificate shall be scheduled for a hearing not later than 45 days after the same is filed, and the applicant shall be notified by the Town Clerk by mail at the business address set forth in the application of the day, time and place of the hearing. The notice shall be sent at least ten days prior to the hearing. The Town Clerk shall also, within the same time, notify all persons who at that time hold certificates of convenience and necessity for the operation of taxicabs within the municipality of the day, time and place of the hearing, and of the name of the applicant. In addition, the Town Clerk shall cause to be published, within the same time, at least once in a newspaper of general circulation, or posted for ten days in three public places within the town, a notice setting forth the name of the applicant and the purpose, day, time and place of the hearing. The cost of the notice will be paid in advance by the applicant.

(H) *Burden of proof.* The burden of proof shall be upon the applicant to establish the fact that the public convenience and necessity requires the operation of the taxicabs specified in his or her application, as well as other facts requisite to the granting of a certificate.

(I) *Failure to begin operations.* If a certificate is granted to an applicant, and the applicant fails to begin operation in accordance with the provisions of the certificate within 60 days after the date of the certificate, then the certificate shall become null and void.

(1992 Code, § 113.02) (Ord. O-50-05119798, passed 5-11-1998) Penalty, see § 10.99

§ 113.03 TRANSFER OF CERTIFICATE.

A certificate of convenience and necessity is not transferable without the consent of the Board of Alderpersons. Application for transfer of a certificate shall be made by the proposed transferee and shall be filed in the same manner as an application for an original certificate. The proceedings upon the application for transfer of a certificate shall be the same as those herein provided for the

issuance of a certificate, except the question of public convenience and necessity need not be proved.

(1992 Code, § 113.03) (Ord. O-50-05119798, passed 5-11-1998)

§ 113.04 REVOCATION OF CERTIFICATE.

(A) The Board of Alderpersons may, at any time after a public hearing conducted in the same manner as provided in § 113.02(G), revoke any certificate of convenience and necessity issued pursuant to this chapter for any one or more of the following causes:

- (1) Failure to operate the taxicabs specified in the certificate in such a manner as to serve the public adequately and efficiently;
- (2) Failure to maintain motor vehicle equipment in good repair;
- (3) Failure to carry liability insurance or bond as required by this chapter;
- (4) Failure to pay to the town taxes or license fees imposed on the taxicabs;
- (5) Repeated and persistent violations by the taxicab drivers of traffic and safety ordinances, or state laws relating to alcoholic beverages or prostitution;
- (6) Failure to report accidents; and
- (7) Willful failure to comply with any provision of this chapter or other ordinances or state laws relating to the operation of taxicabs.

(B) No certificate shall be revoked until the holder thereof has had five-days' notice by personal service or certified mail of the charges against him or her, and of the time and place of the hearing giving him or her an opportunity to be heard. If after the hearing, the Board of Alderpersons finds that the holder is guilty of one or more of the offenses listed in division (A) above, the Board shall have the power to revoke the certificate, or to condition a revocation upon compliance with its order within any time fixed by the Board.

(1992 Code, § 113.04) (Ord. O-50-05119798, passed 5-11-1998)

§ 113.05 SCHEDULE OF RATES CHARGED BY TAXICABS; DISPLAY TO PASSENGERS.

(A) The Board of Alderpersons may from time to time establish a schedule of rates to be charged by taxicabs for transporting passengers. The schedule so established shall remain in effect until changed by the Board. The schedule shall at all times be prominently displayed in each and every taxicab, so as to be visible to passengers therein. The current schedule of rates is on file in the office of the Town Clerk.

(B) Every taxicab operated within the geographical jurisdiction of this chapter shall at all times have prominently displayed therein, in a place readily visible to all passengers, a schedule of the rates, fares, and charges for the use of the taxicab.

(1992 Code, § 113.05) (Ord. O-50-05119798, passed 5-11-1998)

§ 113.06 LIABILITY INSURANCE.

All owners and operators of taxicabs operated within the town shall procure and maintain upon each taxicab owned and operated by him or her within the town, liability insurance with some insurance company licensed to do business in the state in a minimum amount of \$100,000 for one person and \$300,000 for more than one person for the protection of all passengers transported against personal injuries and \$50,000 property damage, against liability for damages to the person and property of others.

(1992 Code, § 113.06) (Ord. O-50-05119798, passed 5-11-1998) Penalty, see § 10.99

§ 113.07 TRANSFER OF CERTIFICATE, LIABILITY INSURANCE TO ANOTHER VEHICLE.

The person to whom a certificate of convenience and necessity has been issued may, by appropriate endorsement thereon by the

Town Clerk, substitute another vehicle or vehicles for the vehicle or vehicles for which the certificate was granted. In such instance, the liability insurance or bonds shall also be transferred to the substitute vehicle or vehicles.

(1992 Code, § 113.07) (Ord. O-50-05119798, passed 5-11-1998)

TAXICAB DRIVERS

§ 113.20 PERMIT REQUIRED.

(A) *Permit required.* No person shall operate any taxicab for hire, carrying passengers from place to place within the corporate limits, or carrying passengers between the town to points within a radius of five miles of the corporate limits, unless that person has first applied for and secured from the Board of Alderpersons a permit to operate a taxicab.

(B) *Application.* Application for a permit to operate a taxicab shall be made upon forms provided by the Town Clerk and shall, among other things, state the name, address, physical condition, physical description, employment history, court record, and state chauffeur license number. The application shall be signed and sworn to by the applicant. The applicant shall further appear at the office of the Police Department and have his or her fingerprints taken, and shall also furnish a recent photograph of himself or herself, both of which shall constitute a necessary part of his or her application.

(C) *Investigate.* The Chief of Police is hereby charged with the duty of investigating the truth of the facts stated in the application and shall report his or her findings and recommendations to the Board of Alderpersons.

(D) *Standards for granting permit.* If the Board of Alderpersons finds that the applicant has not been convicted of a felony; a violation of any federal or state statute relating to the use, possession, or sale of narcotic drugs and that the applicant is a citizen of the United States and is not a habitual violator of traffic laws, then the Board shall issue to the applicant a permit to drive a taxicab.

(1992 Code, § 113.15) (Ord. O-50-05119798, passed 5-11-1998) Penalty, see § 10.99

§ 113.21 FEE; TERM; RENEWAL.

Upon issuance of a taxicab driver's permit, subject to the provisions of this article, the person to whom the permit is issued shall pay therefore a fee according to a regularly adopted fee schedule of the town. The permit shall be renewed annually. Upon the application for renewal the applicant for renewal shall be subject to the same investigation as required for initial issuance and shall pay a renewal fee according to a regularly adopted fee schedule of the town.

(1992 Code, § 113.16) (Ord. O-50-05119798, passed 5-11-1998)

§ 113.22 PERMIT REVOCATION.

At any time after the issuance of a permit to any person to operate a taxicab, the Board of Alderpersons may revoke the permit if the person holding the permit is convicted of a felony; a violation of any federal or state statute relating to the use, possession or sale of intoxicating liquors; a violation of any federal or state statute relating to the use, possession, or sale of narcotic drugs; a violation of any federal or state statute relating to prostitution; repeated violations of traffic laws; or if the person becomes a habitual user of intoxicating liquor or narcotic drugs.

(1992 Code, § 113.17) (Ord. O-50-05119798, passed 5-11-1998)

§ 113.23 SUSPENSION OF PERMIT.

(A) The Board of Alderpersons may suspend a taxicab driver's permit for the time as it may deem proper on any ground sufficient for a revocation thereof; if the driver is found to have made a false statement in his or her application for a permit; if he or she shall be found to have in his or her possession or custody any quantity of intoxicating liquor within his or her cab or upon his or her person while on duty as a taxicab driver; or if he or she has violated any provision of this chapter.

(B) Before any suspension of permit is ordered by the Board of Alderpersons, the holder of the permit shall be given five-days'

written notice by the Town Clerk of the time and place of a hearing before the Board of Alderpersons, at which the holder of the permit shall have an opportunity to show cause why his or her permit should not be suspended.

(1992 Code, § 113.18) (Ord. O-50-05119798, passed 5-11-1998)

§ 113.24 DISPLAY OF PERMIT TO PASSENGERS.

The driver of every taxicab shall at all times while operating the taxicab prominently display therein, in a place readily visible to all passengers, his or her permit to drive a taxicab.

(1992 Code, § 113.19) (Ord. O-50-05119798, passed 5-11-1998)



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: October 12, 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: 9/30/2020

ABSTRACT ROUTING:

TC: 10/5/2020

TM: 10/7/2020

Final: tlp – 10/7/2020

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- September 14, 2020 Regular Meeting Minutes.

Budgetary Impact: NA.

Recommendation: Approval of Minutes.



**WINTERVILLE TOWN COUNCIL
MONDAY, SEPTEMBER 14, 2020 – 7:00 PM
REGULAR MEETING MINUTES
ELECTRONIC VIA ZOOM**

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)
Veronica W. Roberson Mayor Pro Tem
Richard (Ricky) E. Hines, Councilman
Tony P. Moore, Councilman
Johnny Moye, Councilman (remote)
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
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 Moore to approve the agenda. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

PUBLIC HEARING:

Winterville Flood Damage Prevention Ordinance – Proposed Amendments: Planning Director Jones gave the following presentation.

Based on guidance from NC Department of Public Safety and staff review of the Winterville Flood Damage Prevention Ordinance, it was determined that the present ordinance requires some changes for clarification and to ensure consistency with the state’s model ordinance.



Town of WINTERVILLE
A slice of the good life!

Town Council – September 14, 2020

**FLOOD DAMAGE PREVENTION
ORDINANCE - AMENDMENTS**

Presenter:
Bryan Jones,
Planning Director



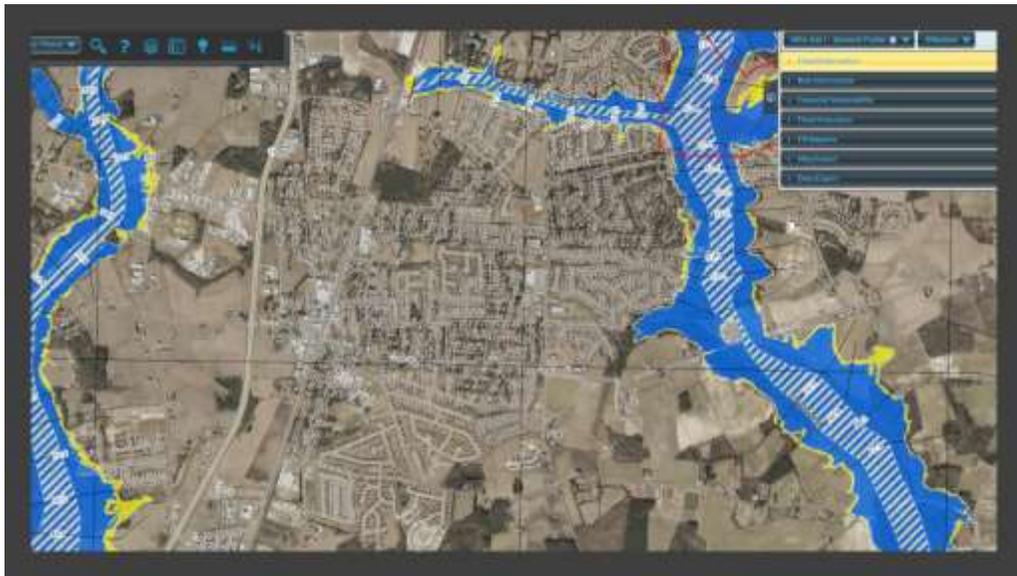
Town of WINTERVILLE
A slice of the good life!

Flood Damage Prevention Ordinance - Amendments

PURPOSE:

- Promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas (as designated by the NC Flood Mapping Program and FEMA)





Changes Include:

- Adds a variety of definitions to provide clarity on what is covered under the ordinance
- Updates to multiple definitions to modernize and clarify
- Update/clarification of misdemeanor and the relevant NC Statute under Penalties for Violation (Section H)
- Replacement of "Mean Sea Level" with "NAVD 1988" to establish more consistent and accurate data references



Changes Include:

- Updates to language in Section B to include any current Digital Flood Insurance Rate Maps as part of the ordinance, and any future revisions that do not change flood hazard data will automatically become part of the ordinance.
- Updated Zone designations from Zone A1, A30, AE, A, A99 or AO to A, AE, AH, AO, A99 (Definitions and in Article 5)
- Adds standards for gas and liquid storage tanks



*(Note to the minutes) No comments were received within 24 hours of the conclusion of the meeting, thus the motion on the Winterville Flood Damage Prevention Ordinance Amendments is approved.

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

- 1. Shantel Hawkins gave comments on the following:



**TOWN OF WINTERVILLE
PUBLIC COMMENT APPLICATION**

Name of Applicant: Ms. Shantel Hawkins

Date: 9/10/2020

Address: 2456 Mill Street

Phone: (852) 327-0399

Town Council Meeting Date Requesting to Provide Comment:
September 14, 2020

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

- Request for Town Forum with Police/Fire Depts. and Town Council Members
- Broadening Transparency Methods
- Providing Service to ALL Citizens through engagement and inclusivity

Name(s) of Speaker(s):

(1) Ms. Shantel Hawkins

(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

CONSENT AGENDA:

Items included in the Consent Agenda:

1. Approval of the following sets of Council Meeting Minutes:
 - August 10, 2020 Regular Meeting Minutes.
2. Eli's Ridge, Phases 1 and 3 Annexation: Schedule Public Hearing for October 12, 2020.
3. F & A Construction Rezoning Request: Schedule Public Hearing for October 12, 2020.
4. R. E. Davenport Property Rezoning Request: Schedule Public Hearing for October 12, 2020.
5. All Dunn Transport Application for Taxicab Franchise: Schedule Public Hearing for October 12, 2020.

Motion made by Councilman Smith and seconded by Councilman Hines to approve the Consent Agenda.

Councilman Smith, Councilman Hines, and Councilman Moore had questions about the F & A rezoning. Planning Director Jones noted that they will be addressed at the Public Hearing.

The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

OLD BUSINESS:

Human Relations Council – DRAFT By-Laws: Town Manager Parker introduced the item and requested comments from Town Council.

Mayor Pro Tem Roberson had comments concerning the high school students voting, term limits, and chair term limits. Town Manager Parker commented on the Town Council liaison being a voting member. Attorney Lassiter noted the Staff liaison does not need to vote. Town Manager Parker said school members will change more frequently they could be voting members.

Mayor Pro Tem Roberson asked for any further discussion or any more questions. Hearing none what is the Board's pleasure. No action was taken. Town Council was asked to submit comments to Town Manager Parker to update the existing Draft Bylaws.



Winterville Human Relations Council

DRAFT By-Laws

Approved by Town Council on _____.

Section I - Purpose of the Council.

The Winterville Human Relations Council (hereinafter referred to as the WHRC) is devoted to:

- The study of problems in the area of human relations;
- The promotion of equity for all citizens;
- The promotion of understanding, respect, and goodwill among all citizens;
- The provision of channels of communication among diverse groups;
- Encouraging the employment of qualified people without regard to race, color, religion, gender, sex, age, national origin, disability or genetic information.
- Encouraging youth to become better trained and qualified for employment.

Section II - Membership and Attendance.

Membership:

The WHRC shall be selected for membership in the following manner:

- The Mayor shall nominate one (1) member;
- Town Council members will make the additional five (5) nominations;
- All nominees shall be confirmed by the approval of the Town Council; and
- All nominees must reside within the Town of Winterville.

In the event any nominees are not approved by Town Council, the person making the original nomination shall submit an alternate nomination. The Town Council will endeavor to create a composition for the WHRC that fairly represents the social, economic, gender, and ethnic composition of the population of the Town. The Town Council may in its discretion appoint up to two (2) high school and two (2) college/university student representatives from high schools and/or colleges and universities located which serve the Town of Winterville. Such student representatives will be non-voting members of the WHRC. Town Council shall appoint one (1) member of Town Council to act as the liaison to the WHRC. The appointed liaison shall attend the WHRC meetings and keep Town Council informed as to the activities of the WHRC. The Town Clerk shall serve as the Staff liaison to the WHRC.

Terms:

The term of office for each WHRC member shall be as follows:

- All members will serve a two-year staggered term;
- No member shall serve more than three (3) consecutive terms;
- Each member shall hold office until the qualification and appointment of his/her successor or until one (1) year has lapsed since the expiration of the term for which the member was appointed, which first occurs; and
- In order to establish staggered terms, the original voting members of the WHRC shall be appointed as follows:

- Two members for a one-year term.
- Two members for a two-year term.
- Two members for a three-year term.
- Thereafter, each newly appointed voting member shall serve for a two-year term.

Attendance:

Members are expected to attend regular meetings as required. After review, the Executive Committee may recommend to Town Council whether a member should be retained or removed from the WHRC. The recommendation will be determined by the following:

- Three (3) consecutive absences from regularly scheduled meetings if notification of any such absence has not been submitted to the Chairperson or Staff liaison prior to the meetings where the absence occurred.
- Five (5) absences from regularly scheduled meetings of the WHRC in any calendar year if notification of any such absence has not been submitted to the Chairperson or Staff liaison prior to the meetings where the absence occurred
- In the event that a vacancy occurs by reasons stated in Section II, the Chairperson of the WHRC shall immediately notify the Town Council liaison, so that the vacancy can be filled in accordance with Town Ordinance by the Town Council.
- Members may also be removed from the WHRC by breach of Section III of the By-Laws governing general conduct of WHRC members.

Section III - General Conduct.

Government appointees are expected to meet high standards of conduct, which enhance and maintain public confidence in the operation of the WHRC. In order to instill public confidence in the actions and decisions of the WHRC, members will adhere to the following:

- Be cognizant of your individual actions as a member of the WHRC.
- WHRC members are expected to act at all times with integrity demonstrating good faith, honesty, and due diligence on behalf of the public interest.
- WHRC members are expected to participate, prepare, and regularly attend meetings in order to adequately carry out the duties expected of them.
- The public conduct and language of commissioners must be free of discrimination, harassment, and hate acts prohibited by local, state, and federal laws. Conduct should reflect social standards of courtesy, respect, and dignity.
- WHRC members must not reveal or divulge information deemed confidential by the WHRC or liaisons received in the course of their duties. Confidential information must not be used for any purpose outside that of undertaking the work of the WHRC to which they have been appointed.
- WHRC members must comply with the public comment protocols established by the Town or the WHRC. If none exist, WHRC members must refer to the Chairman for guidance before making public comment on WHRC matters.
- WHRC members may not make individual personal statements, editorials, speeches, appearances, or requests for information on behalf of the WHRC.
- WHRC members' work or endeavors should not result in any financial or other substantive gain for personal increase and/or profit, or for organized entities to which the

WHRC may have membership or affiliation. (Private gain does not include honoraria for service on other agencies, boards or commissions).

- WHRC members must inform the Chairman or Staff liaison of any circumstance that may have a negative or harmful impact on their respective abilities to perform the duties required of their appointments or that could reflect negatively upon the WHRC.

Section IV - Conflict of Interest.

WHRC members must avoid any activity that might impair or impugn the independence, integrity or impartiality of the WHRC. There must be no apprehension of bias, based on what a reasonable person might perceive.

WHRC members who are in any doubt must disclose their circumstances and consult with the Chairman or Staff liaison. In practical terms, WHRC members should ensure that:

- All personal financial interests, assets, and holdings are distinct from and independent of any decision, information or other matter that may be heard by or acted upon by the WHRC.
- Activities undertaken as a private citizen are kept separate and distinct from any responsibilities held as a member of the WHRC.
- Activities undertaken individually as a member of other agencies, boards, or commissions are kept separate and distinct from the WHRC.
- Recusal is expected when agencies, organizations, boards, and commissions you are affiliated with come before the WHRC for action.
- WHRC members may not receive any form of payment for products, services, or acts done as a part of WHRC sponsored or supported events.
- Other memberships, directorships, voluntary or paid positions or affiliations remain distinct from work undertaken in the course of performing their duties as public appointees. Actions taken in the course of performing duties as public appointees neither cause nor suggest the reality or perception that their ability to perform or exercise those duties has been or could be affected by private gain or interest.

Section V - Election, Tenure, and Duties of the Chair & Vice Chair.

The WHRC shall elect from its membership a Chair and Vice Chair, each for a one-year term and they will be eligible for re-election. Their duties shall be those generally assigned by the nature of their offices. Interim elections may be held if any such office is vacated.

Section VI – Committees.

In accordance Town ordinance, Town Council may, as necessary and upon request from the WHRC, appoint or approve the appointment of committees related to specific human relations issues. These committees shall be composed of adult residents of the Town that are not members of the WHRC and chaired by a member of the WHRC.

Standing Committees of the WHRC shall be appointed by vote of Town Council after suggestions by the WHRC and discussion by Town Council. Each committee shall be chaired by a current WHRC member. Ad hoc committees will be formed as needed. The following shall constitute the Standing Committees:

- Executive
- Interfaith
- Youth Council Advisory

Section VII - Conduct of Business.

- Quorum - A quorum for the official conduct of business shall consist of a simple majority of voting WHRC members.
- Business shall be conducted in accordance with Robert's Rules of Order or Rules of Procedures approved by Town Council.
- Meeting Time _____.
- The WHRC shall hold monthly meetings, which shall be conducted on the _____.
- Meeting times or location can be changed by a majority vote or in case of emergency by the Chair.
- Additional meetings as needed shall be called by the Chair, Vice Chair, or any three (3) WHRC members.
- The WHRC shall hold an annual planning session in November.
- Time Commitment - members have agreed to a minimum time commitment of _____ (this is inclusive of regular Commission and committee meetings).
- Meetings are open to the public.

Section VIII – Work Plan.

The WHRC shall submit a work plan to Town Council in March of each year. The work plan should list the proposed activities of the WHRC and any associated budget requests.

Section IX – Changes and Amendments.

The By-Laws may be changed and/or amended by motion passed by three-fourths of the entire WHRC, which includes voting members and Town Liaisons, provided written notice of the proposed amendment(s) is mailed to all WHRC members at least then (10) days prior to the meeting which action proposed is to be taken. The changes are then submitted to Town Council for approval.

NEW BUSINESS:

Award of Custodial Contract: Electric Director Sutton presented the Custodial bids.

The 2020/2021 Public Buildings Budget allocated funding for the custodial care of the Town's facilities. Staff advertised the contract on two (2) occasions, set up individual walk thru tours of the facilities for interested parties and established dates for submittal of questions and bids.

Prior to the bid opening, Staff reached out to all interested parties and notified each the bid opening would be available for viewing via the ZOOM app. On August 13th at 2:00 pm the bid opening was performed. Six (6) submittals were received and opened. The attached Bid Tabulation sheet shows A & B Cleaning Services submitted the low bid of \$3,875.21 per month for custodial services.

Town of Winterville
Custodial Contract
Bid Opening
August 13, 2020, 2:00 pm

Vendor Name	Vendor Bid (Monthly)
AMERICAN FACILITY SERVICES	\$6,112. ⁰⁰
CLEAN NET USA	9,913. ⁷⁸
JANI-KING	12,650. ⁰⁰
X-PROSS PROFESSIONAL CLEANING SERV	7,978. ³⁴
RAZOR CLEAN, INC.	7,452. ⁰³
A & B CLEANING SERVICES	3,875. ²¹

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

Motion made by Councilman Hines and seconded by Councilman Moore to award the custodial services contract to A & B Cleaning Services for \$3,875.21 per month. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0.

Update on Christmas Events 2020: Parks and Recreation Director Johnston presented the following Christmas events and alternatives:

While the Town's annual Christmas events may seem a long way away, the time for accompanying planning efforts are upon us. The Town's Christmas 2020 events would be Saturday, November 21st. This year has certainly been very different as a result of COVID-19 and it sounds like things will not be back to normal for some time. Due to the size and nature of the Town's annual Christmas events, it is highly likely that they will be impacted by various COVID-19 rules and regulations especially mass gathering and social distancing.

As a result of the continued uncertainty surrounding COVID-19, it's impacts on future operations, and the timeline for planning efforts, Town Staff is requesting direction related to the status and operation of the Town's 2020 Christmas events. Following is a list of Town Christmas events and some corresponding options.

- **Market:** Due to the size and nature of the event, Staff recommends cancelling this year's event.
- **Christmas Parade:**
 - Option 1: Change parade to a drive by event. In this scenario, entries would be placed in a manner so that vehicles are able to view by driving by procession. By intent, spectators are in vehicles removing potential mass gathering related barriers. It is possible that people choose/try to walk by, rather than drive by, creating a potential enforcement/traffic control issue.
 - Option 2: Cancel event.
- **Tree Lighting Ceremony:** Cancel event in the traditional format and replace with virtual options. For example, reading of "Twas the Night Before Christmas" and lighting of Town Christmas Tree could be live streamed on Town social media and YouTube. Town Staff can create some creative offerings in place of the traditional in-person Tree Lighting Ceremony.

Town Manager Parker said currently we could not hold the events as usual. Mayor Pro Tem Roberson asked the location of the proposed drive by. Parks and Recreation Director Johnston said street based; spectators would drive by. Town Manager Parker noted that other Towns are using this method. Parks and Recreation Director Johnston noted we would require social distancing. Councilman Moore said to have after thanksgiving. Parks and Recreation Director Johnston said this year we have flexibility. Councilman Smith said last year was too early, move to December.

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

No action was taken.

OTHER AGENDA ITEMS:

None.

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

None.

REPORTS FROM DEPARTMENT HEADS:

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

Parks and Recreation Director Johnston noted that the street art would start tomorrow morning. Town Manager Parker and Parks and Recreation Director Johnston gave a recap of the sign and street art. Councilman Hines asked on the status of the Multi-Purpose site. Assistant Town Manager Williams not he had a couple conversations, however, no conclusion or gain had been reached.

ANNOUNCEMENTS: Town Clerk Harvey gave the following announcements.

1. Planning and Zoning Board Meeting – Monday, September 21, 2020 - 7 p.m. - Town Hall Assembly Room.
2. Recreation Advisory Board: Tuesday, September 22, 2020 at 6:30 pm.
3. Board of Adjustment Meeting – Tuesday, September 22, 2020 - 7 p.m. - Town Hall Assembly Room.

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

Attorney Lassiter: None.

Councilman Moore: Meeting tomorrow on fair election districts. Winterville is split and we do not get fair representation. Also, NCDOT needs to cut grass on their roads.

Mayor Pro Tem Roberson: Mid-East Commission is offering grant programs; businesses need to reach out. Asked that a letter be sent to Suddenlink asking them to be more supportive to parents and citizens. Councilman Hines asked if they had contacted their School Board Member? Councilman Moore noted that we get a bill to establish Town internet.

Councilman Smith: He noted he had the same problems and poor service with Suddenlink.

Councilman Moye: Having a forum or large group not possible currently. Is a Forum not the same as Human Relations? Town Manager Parker noted a Forum is a stand-alone event. Human Relations Council ongoing. Mayor Pro Tem Roberson said it would be hard to control numbers at a Forum, possibly hold one with representatives from interested groups. Councilman Moye said things must get better. Councilman Smith said it would be hard to have forum at this time, things will get better. Councilman Moore said a Vaccine is the answer.

Councilman Hines: None.

Motion made by Councilman Moore and seconded by Councilman Hines to adjourn the meeting. The poll vote results are as follows: Mayor Pro Tem Roberson, yes; Councilman Moye, yes; Councilman Smith, yes; Councilman Hines, yes; and Councilman Moore, yes. Motion carried unanimously, 5-0. Meeting adjourned at 8:05 pm.

Adopted this the 12th day of October 2020.

Veronica W. Roberson, Mayor Pro Tem

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: October 12, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Charge the tax collector with collection of the 2020-2021 Tax Levy.

Action Requested: Charge the Tax Collector.

Attachment: None.

Prepared By: Anthony Bowers, Finance Director

Date: 9/29/2020

ABSTRACT ROUTING:

TC: 10/5/2020

TM: 10/7/2020

Final: tjp - 10/7/2020

Supporting Documentation

The State of North Carolina requires that each year the Tax Collector be charged with the collection of the tax levy for taxes. This year the levy is \$ \$3,790,227.70.

Budgetary Impact: \$3,790,227.70.

Recommendation: Charge the Tax Collector with collection of the 2020-2021 Tax Levy.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: October 12, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Tax Settlement 2019-2020.

Action Requested: Accept the Tax Settlement for 2019-2020 Fiscal Year.

Attachment: Certified Tax Settlement.

Prepared By: Anthony Bowers, Finance Director

Date: 9/29/2020

ABSTRACT ROUTING:

TC: 10/5/2020

TM: 10/7/2020

Final: tjp - 10/7/2020

Supporting Documentation

The State of North Carolina requires that each year the Tax Collector of a given municipality provide a settlement to the Governing Board. The settlement statement gives the Town Council a look at the collection, discoveries, and adjustment for the previous year

Budgetary Impact: NA.

Recommendation: Accept the Tax Settlement.

**Town of Winterville
Tax Settlement
2019-2020
As of June 30, 2020**

Charges to The Tax Collector

Original Levy	\$3,523,192.28
Discoveries	\$8,109.23
Interest	\$7,134.19
Total	\$3,538,435.70

Credit to Tax Collector

Revenues From Taxes	\$3,521,936.31
Releases	\$4,283.85
Uncollected/Insolvent	\$46,466.71
Overpayment/Refunds	(\$34,251.17)
Total	\$3,538,435.70

Respectfully Submitted,



Kiesha B. Chavis, Tax Collector

Sworn to and subscribed before me, this 31st day of July 2020.



Notary Public

June 23rd 2024

My Commission Expires:





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: October 12, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Resolution of Reimbursement.

Action Requested: Adopt the Resolution.

Attachment: Resolution of Reimbursement 20-R-101.

Prepared By: Anthony Bowers, Finance Director

Date: 9/29/2020

ABSTRACT ROUTING:

TC: 10/5/2020

TM: 10/7/2020

Final: tjp - 10/7/2020

Supporting Documentation

The resolution of reimbursement allows the Town to begin making purchases while funding sources are being obtained. This is a standard procedure that is often used to keep projects on schedule. It is also required by the IRS for this type of situation. The amount being finance is \$1,162,673. This is for the new ERP Software, \$496,000, Nissan Pathfinder \$26,000, Street Sweeper \$260,000, Grass Vac Truck \$220,000, and Knuckle Boom Truck \$160,000

Budgetary Impact: The estimated annual debt service will be \$176,312 the 2021-2022 FY.

Recommendation: Adopt Resolution 20-R-101.

Resolution

**Town of Winterville, North Carolina
Declaration of Official Intent to Reimburse**

BE IT HEREBY RESOLVED that the Town of Winterville, NC does hereby adopt the following declaration (the “Declaration”) of official intent to reimburse.

This declaration (the “Declaration”) is made pursuant to the requirements of the United States Treasury Regulation Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The Undersigned is authorized to declare the official intent of the Town of Winterville, North Carolina (the “Issuer”) with respect to the matters contained herein.

1. **Expenditures to be Incurred.** The Issuer has incurring expenditures (the “expenditures”) for the purchase of a Nissan Pathfinder, Street Sweeper, Grass/Leaf Vac Truck, Knuckle Boom Truck, and ERP Software.
2. **Plan of Finance.** The Insurer intends to finance the cost of the project with the proceeds of debt to be issued by the Issuer (the “Borrowing”) the interest on which is to be excluded from gross income for federal income tax purposes.
3. **Maximum Principle Amount of Debt to be Issued.** The maximum principle amount of the borrowing to be incurred by the Issuer to finance the equipment and vehicles is \$1,162,673.
4. **Declaration of Official Intent to Reimburse.** The issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by its prior to the issuance of the Borrowing.

Adopted this the 12th day of October 2020.

Veronica W. Roberson, Mayor Pro Tem

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: October 12, 2020

Presenter: Ben Williams, Assistant Town Manager

Item to be Considered

Subject: 2020 Street Improvements Project Engineering Contract Amendment.

Action Requested: Approval of Contract Amendment.

Attachment: Original Engineering Proposal/Letter Agreement.

Prepared By: Ben Williams, Assistant Town Manager

Date: 10/6/2020

ABSTRACT ROUTING:

TC: 10/6/2020

TM: 10/7/2020

Final: tjp - 10/7/2020

Supporting Documentation

Council previously agreed to modifying the project from a mill and overlay of Milton Drive to an undercut and full rebuild. The engineering contract was originally structured as hourly for the Construction Phase services with an estimated amount of \$10,000. In the contract, the \$10,000 hourly amount estimated was based on the following:

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

The frequency and duration of onsite observation has increased accordingly to accommodate the full reconstruction of Milton Drive. The Engineer has reached the original estimated amount. Based on the Contractor's current work progress, the Engineer estimates an additional fee of approximately \$10,000 to complete the project under current conditions.

Budgetary Impact: The Powell Bill Fund has sufficient funds to cover the cost of the Engineering contract amendment.

Recommendation: Approval of Contract Amendment with Ark Consulting Group.

November 22, 2019

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

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

Dear Mr. Welborn:

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

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

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

Scope of Services

Task 1 – Construction Plans & Technical Specifications:

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

PHONE

WEB

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

Task 2 – Bidding and Negotiations:

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

Task 3 – Construction Administration Phase:

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

Additional Services

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

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

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

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

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

Basic Scope Fee

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

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

1. Printing		\$200.00
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Closure: In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference.

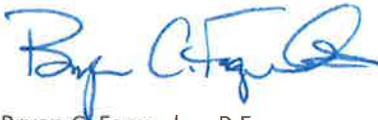
Ark Consulting Group, in an effort to expedite invoices and reduce paper waste, submits invoices via email in pdf format. We can also provide a paper copy via regular mail if requested. Please provide the following information.

_____ Please email all invoices to _____

_____ Please copy _____

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

Respectfully submitted,
Ark Consulting Group, PLLC



Bryan C. Fagundus, P.E.
Principal

ACCEPTED BY:

Town of Winterville

By _____

Printed Name _____

Title _____

Date _____

Ark Consulting Group, PLLC

By  _____

Printed Name Bryan C. Fagundus, PE

Title Principal

Date November 22, 2019

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

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

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

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

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incidental to the responsibilities of the Client.

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

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

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

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

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

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

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

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

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

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

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

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

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

(15) **CONSTRUCTION PHASE SERVICES.**

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

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

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

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

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

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

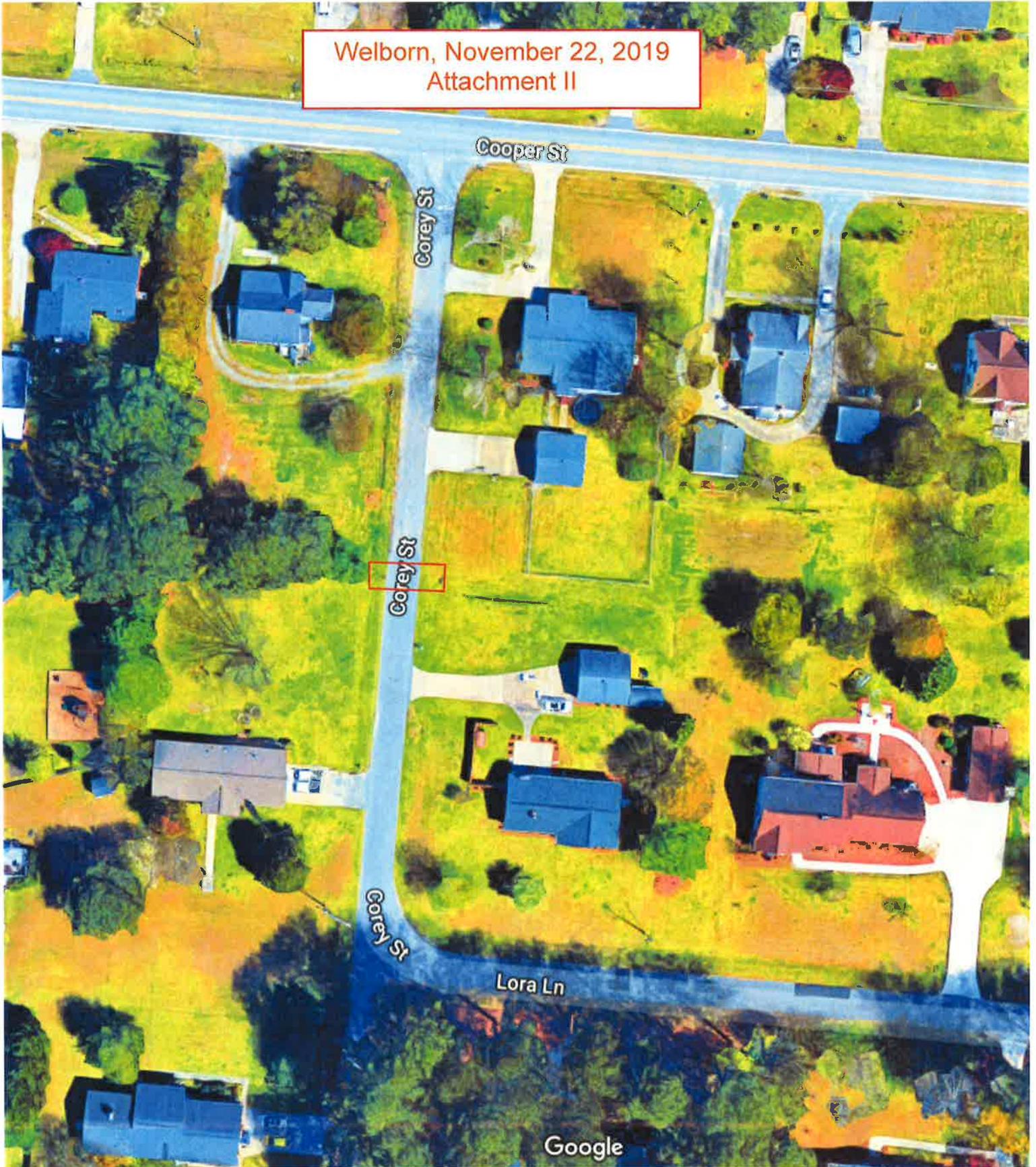


Welborn, November 22, 2019
Attachment II



Weiborn, November 22, 2019
Attachment II

Welborn, November 22, 2019
Attachment II



Welborn, November 22, 2019
Attachment II



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

EMPLOYEE CLASSIFICATION:

HOURLY RATES:

Principal	\$145.00
Project Manager	\$130.00
Project Engineer	\$100.00
Design Engineer	\$90.00
Planner	\$80.00
Designer	\$80.00
CAD Technician	\$55.00
Project Administrator	\$60.00
Resident Project Representative	\$65.00
Administrative Assistant	\$40.00
Intern Tech	\$30.00
Sub-Consultants and Fees	1.10 x Cost
Travel	Current IRS Rate
Miscellaneous Expenses	Cost

PRINTING COST:

18" X 24" Bond	\$1.25 per sheet
24" x 36" Bond	\$2.00 per sheet
30" x 42" Bond	\$3.00 per sheet
18" x 24" Mylar	\$12.00 per sheet
24" x 36" Mylar	\$20.00 per sheet
8.5" x 11" B&W	\$0.05 per side
8.5" x 11" Color	\$0.25 per side
11" x 17" B&W	\$0.10 per side
11" x 17" Color	\$0.50 per side



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: October 12, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Adopt the Capital Project Budget Ordinance for the Pump Station Rehabilitation Project.

Action Requested: Adopt the Capital Project Budget Ordinance.

Attachment: Capital Project Budget Ordinance 20-CPBO-101.

Prepared By: Anthony Bowers, Finance Director

Date: 9/29/2020

ABSTRACT ROUTING:

TC: 10/5/2020

TM: 10/7/2020

Final: tjp - 10/7/2020

Supporting Documentation

The Town has been awarded a grant in the amount of \$1,974,200. This loan amount is being financed the NCDEQ (North Carolina Department of Environmental Quality). This also includes \$500,000 in debt forgiveness. It also includes a 0% interest rate. The project includes rehabilitation and relocation of three major sewer pump stations. They are Chapman Street replacement, Church Street Upgrades, Robinson Heights Electrical system, and Winterville Crossing Electrical system replacement.

Budgetary Impact: The sewer fund will have to cover the annual debt service payment for this loan in the amount of \$73,710.00 annually for 20 years.

Recommendation: Adopt Capital Project Budget Ordinance 20-CBPO-101.

TOWN OF WINTERVILLE
CAPITAL PROJECT BUDGET ORDINANCE
PUMPSTATION REHABILITATION PROJECT

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

Section 1: The project authorization is for design, relocation, and upfitting of existing pump stations that are outdated and dilapidated. The pump stations include Chapman Street, Robinson Heights, and Winterville Crossing. Funding for this project is provided by loan proceeds from the North Carolina Department of Environmental Quality.

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

Construction	\$ 1,337,200
Contingency	\$ 134,000
Engineering Cost	\$ 542,500
	<u>\$ 2,013,700</u>

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

Debt Service Proceeds – NCDEWQ	\$ 1,974,200
Sewer Fund Contribution -	\$ 39,500
	<u>\$ 2,013,700</u>

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

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

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

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

Adopted this 12th day of October 2020

Veronica W. Roberson, Mayor Pro Tem

Attest:

Donald Harvey, Town Clerk