



**WINTERVILLE TOWN COUNCIL AGENDA
MONDAY, JUNE 13, 2022 - 7:00 PM
WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. **CALL TO ORDER.**
- II. **INVOCATION:**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **APPROVAL OF AGENDA.**
- VI. **PROCLAMATIONS:**
 1. Flag Day.
 2. Juneteenth Day.
 3. Boys and Girls Club Week.
 4. Park and Recreation Month.
 5. Honoring Day'Ron Sharpe.
- VII. **PRESENTATIONS**
 1. Bicyclist and Pedestrian Safety Skills Educational Traffic Garden at Hillcrest Park.
- VIII. **PUBLIC HEARINGS:**
 1. McLawhorn Tract – Rezoning Request (Parcel 16207).
- IX. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
 1. Preston Coghill - An Evening Of Gospel.
- X. **CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
 1. Approval of the following sets of Council Meeting Minutes:
 - ❖ May 9, 2022 Regular Meeting Minutes; and,
 - ❖ May 10, 2022 Stormwater Workshop Minutes; and,
 - ❖ May 24, 2022 Budget Work Session #1.

XI. **OLD BUSINESS:**

1. Budget Amendment: 2021-2022-8.
2. Cemetery Update.

XII. **NEW BUSINESS:**

1. 2022-2023 Fiscal Year Budget Ordinance.
2. Wintergreen Commons Preliminary Plat.
3. Planning and Zoning Board Appointments.
4. Recreation Advisory Board Appointments.
5. Wooten Company – Recreation Maintenance Shop Task Order 36.
6. Wooten Company – General Consulting Services Task Order 37.
7. Set Date for August Regular Council Meeting.
8. 2022-2023 SRO contract with Pitt County Schools.
9. Additional SRO positions with Pitt County Schools.

XIII. **OTHER AGENDA ITEMS:**

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

XV. **ANNOUNCEMENTS:**

1. Kids Carnival Game Day and Market: Thursday, June 16, 2022; 4:00 pm – 7:00 pm – Market on the Square.
2. Planning and Zoning Board Meeting: Monday, June 20, 2022 @ 7:00 pm - Town Hall Assembly Room.
3. Board of Adjustment Meeting: Tuesday, June 21, 2022 @ 7:00 pm - Town Hall Assembly Room.
4. Recreation Advisory Board-cancelled: Tuesday, June 28, 2022 @ 6:30 pm – Operation Center.
5. July 4th Holiday: Monday July 4, 2022 - Town Offices Closed.
6. Happy Birthday USA Cookout and Market: Thursday, July 7, 2022; 4:00 pm – 7:00 pm – Market on the Square.
7. Regular Town Council Meeting Cancelled: Monday, July 11, 2022 @ 7:00 pm.

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

XVII. **ADJOURN.**

SPECIAL NOTICE: *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 756-2221 ext. 2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



PROCLAMATION
Flag Day - June 14, 2022

WHEREAS, On Flag Day, we pledge our allegiance to the banner that has served as a guiding symbol on our Nation's journey, and we celebrate the hope it inspires in the American people; and

WHEREAS, With hands over hearts, Americans of all backgrounds and beliefs have long saluted the flag and honored its legacy. Our flag persists as a powerful representation of freedom and opportunity. Waving high above buildings, homes, across the globe, and on the distant surface of the moon, it calls on each of us to remember our obligations to the Republic for which it stands and to carry forward the unwavering optimism that defines us. America endures because of the courage of servicemen and women who serve under this standard, and our veterans are forever draped in the red, white, and blue when they are laid to rest. Wherever the flag lies or flies, its message is clear: We rise and fall together, as one Nation and one people; and

WHEREAS, The American flag invokes pride in our citizens and hope in those who come to our shores in search of a brighter tomorrow. In recognition of the ways it has embodied our ideals and sustained our Nation, let us pay tribute to the Star Spangled Banner and continue striving to create a more perfect and indivisible Union - with liberty and justice for all; and

WHEREAS, To commemorate the adoption of our flag, the Congress, designated June 14 of each year as "Flag Day" and requested a calling for its observance and for the display of the flag of the United States on all government buildings.; and

THEREFORE, I, Richard E. Hines, Mayor of the Town of hereby proclaim June 14, 2022 as Flag Day and urge all Americans to observe Flag Day by displaying the flag.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 13th day of June 2022.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION
Juneteenth Day - June 19, 2022

WHEREAS, Our country is made up of people from every nation on earth, who are declared equal not only in freedom but also in justice, both of which are essential for a healthy human civilization; and

WHEREAS, Our nation was conceived on July 4th, 1776 with the Declaration of Independence, the classic statement being, “We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness”; and

WHEREAS, At 2:00 pm on New Year’s Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as slaves within any State or designated part of a State “shall be then, thenceforward, and forever free”; and

WHEREAS, it took almost two and a half years for the news of freedom to gradually disseminate through the nation: on June 19, 1865, Union Soldiers arrived in Galveston, Texas and issued General Order No. 3 announcing freedom to some of the last slaves in America. This involves an absolute equality of personal rights and rights of property, between former masters and slaves, and the connection heretofore existing between them, become that between employer and hired labor; and

WHEREAS, June 19, or Juneteenth, has now been celebrated for 155 years and is nationally recognized as the National Freedom Day, commemorating the abolition of sanctioned slavery in the United States; and

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville hereby proclaim June 19, 2022 as JUNETEENTH DAY 2022, acknowledge and celebrate this critical day in African-American history and encourage all residents to learn more about this day and join in its celebration.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 13th day of June 2022.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION
Boys & Girls Club Week 2022

WHEREAS, the young people of Winterville are tomorrow's leaders; and

WHEREAS, many such young people need professional youth services to help them reach their full potential; and

WHEREAS, the Boys & Girls Club in Winterville, North Carolina provides services to more than 590 young people annually; and

WHEREAS, Boys & Girls Clubs are places where great futures start. They are at the forefront of efforts in academic success, healthy lifestyles, and good character and citizenship; and

WHEREAS, Boys & Girls Club organizations in our state help ensure that our young people keep off the streets, offering them a safe and supportive place to go and providing them with quality programs; and

WHEREAS, Boys & Girls Clubs of the Coastal Plain will celebrate National Boys & Girls Club Week 2022 along with some 3,800 Clubs and more than two million young people nationwide.

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville hereby proclaim, June 25 through July 1, 2022 as BOYS & GIRLS CLUB WEEK in Winterville, and call on all citizens to join with me in recognizing and commending the Jack Minges Boys & Girls Club in Winterville for providing comprehensive, effective services to the young people in our communities.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 13th day of June 2022.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION
PARKS AND RECREATION MONTH - JULY 2022

WHEREAS, parks and recreation are an integral part of communities throughout this country, promote health and wellness, improving the physical and mental health of people who live near parks including the Town of Winterville; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming are a leading provider of healthy meals, nutrition services and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the Town of Winterville recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville hereby designate July as Parks and Recreation Month in the Town of Winterville.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 13th day of June 2022.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION
HONORING DAY'RON SHARPE

WHEREAS, Beginning at the age of four, Day'Ron Sharpe began playing baseball and football and played with older age groups, due to his phenomenal size and height; and

WHEREAS, The urge to prosper became a necessity for Day'ron as his companionship for basketball became stronger; stimulated by the motivation of his older sister, Dy'Sheonia, along his side they began to increase the time in the gym, while training with Keith McLawhorn; and

WHEREAS, The summer of 2016, Day'Ron had transferred to the Warriors Life Elite AAU team, that was owned by Trabian Barnes and coached by Johnathan Bradley; and

WHEREAS, Day'Ron was prepared for his upcoming high school year at South Central High School; he enrolled in all honors classes and tried out for the boys' varsity basketball team; and

WHEREAS, Day'Ron evolved to one of the top centers in the country, where he is now the second-best center in the country; finishing his tenth-grade year, Day'Ron had received offers from several D1 schools, including UNC Chapel Hill, where he eventually decided to commit. Even though, Sharpe was working very hard on the court he still accelerated in the classroom; and

WHEREAS, Remaining at the top of his class, he joined the National Honor Society and the Math/Science Honor Society. Moving into his junior year, the Falcons won their first State Championship in the school history and Day'Ron was the MVP of the North Carolina 4A state tournament in 2019. They were named the first public high school to be ranked 5th in the nation on USA Today. Day'Ron was named Pepsi Player of the week by WITN; and

WHEREAS, Day'Ron decided to attend Montverde Academy in Florida, where he accomplished so much and gained some great friendships. Since Sharpe switched schools, he was named a McDonald All American for 2020 and granted the dream of being on Team USA. Impressively, he still maintained his grades with "Suma Cuma Laude" ; and

WHEREAS, Day'Ron has a great support system including his parents, Derrick and Michelle, his sisters Demerica and Dy'Sheonia and one brother, Develle. Thankful for his parents, they have always positioned him to be a good student first and then a great athlete. Sharpe and his family are members of New Beginning Christian Center; and

WHEREAS, After his freshmen year of college, he pursued his career by entering the NBA draft Round 1; 29th pick in 2021. He is currently with Brooklyn Nets; and

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville hereby honor the contribution and proclaim.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 4th day of June 2022.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



**Traffic Garden Information Packet
Town of Winterville
Town Council Meeting, June 13, 2022**

BACKGROUND AND REQUEST TO TOWN COUNCIL



Opportunity to Establish a Permanent Traffic Garden

[BikeWalk NC](#) is the state’s only education and advocacy organization dedicated *exclusively* to the needs of pedestrians, cyclists and other vulnerable road users. As a thanks to the Greenville region for hosting its [2022 statewide NC BikeWalk Transportation Summit](#), BikeWalk NC secured “start up” funding through the [AARP Community Challenge](#) grant to establish a permanent traffic garden at a local site identified and supported by the local community.

With the support of Mayor Hines, BikeWalk NC is prepared to use these grant dollars to organize the design and painting of a traffic garden at Hillcrest Park in the unstriped portion of the parking lot. This would be a gift to the Town of Winterville and the Greenville region.

The Request for Town Council’s Consideration

Based on the endorsement of Mayor Hines, we are requesting the Winterville Town Council approve using the unstriped portion of the Hillcrest Park parking lot to create a traffic garden.

ADDITIONAL INFORMATION

What’s a Traffic Garden?

A traffic garden enables bicyclists and pedestrians to learn traffic navigation and safety practices in a protected environment. Traffic gardens also provide a dedicated (and safe) educational space to teach people how to prevent common crashes with pedestrians, bicyclists and other vulnerable road users.

Traffic gardens can differ in size and layout, depending on the space and resources available.

To see a traffic garden “in action,” please view this link from the National Highway Traffic Safety Administration.

<https://www.youtube.com/watch?v=x5oXYDXBShk>



Funding available through BikeWalk NC/AARP for Traffic Garden

Funding awarded to BikeWalk NC for traffic garden implementation: \$27,500.00.

This funding will be used to cover:

- Traffic garden design, leveraging the professional design expertise of [Fionnuala Quinn](#) and soliciting community input.
- Traffic garden surface painting based on identified design, confirmed location and available resources.
- Signage reflecting donors.
- Miscellaneous costs for community engagement activities and dedication (copies, etc.).
- \$2,500.00 to offset BikeWalk NC staff and travel costs connected to implementing the traffic garden.



Proposed Location and Size of Traffic Garden

- Unstriped portion of Hillcrest Park parking lot.
- The minimum space required would be approximately 75ftL x 56ftW but may vary depending on space permission granted, striping and contract costs. The traffic garden will not interfere with the People Against Racism painting.

A Community Project

While the traffic garden’s design is first determined by space available, we want to engage community members in design feedback and potential uses for the traffic garden. If the space is approved for use, we will collaborate with community volunteers and Town staff to organize opportunities for community input.



Next Steps:

- **Today:** Requesting Winterville Town Council’s permission to approve use of the unstriped portion of Hillcrest Parking lot for a traffic garden.
- **July, 2022:** In collaboration with Winterville staff and Traffic Garden planning team, we will host opportunities to secure public input on traffic garden design.
- **August, 2022:** We will provide and update to the Town Council on design and implementation activities.
- **October, 2022:** Traffic garden implemented.
- **October 27-29, 2022:** NC BikeWalk Transportation Summit
- **October, 29, 2022:** Traffic Garden Dedication



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: June 13, 2022

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: McLawhorn Tract – Rezoning Request (Parcel 16207).

Action Requested: Hold Public Hearing for the Rezoning Request.

Attachment: Rezoning Application, Rezoning Map, Legal Description, Notification to Adjacent Property Owners, Staff Report, and Letters from Adjacent Property Owners.

Prepared By: Bryan Jones, Planning Director

Date: 6/1/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

Applicant: Nolan Commercial Contractors, Inc.

Location: Reedy Branch Road south of its intersection with NC 903 S.

Parcel Number: 16207.

Site Data: 34.72 acres.

Current Zoning District: AR.

Proposed Zoning District: R-6.

- ❖ Proposed Zoning Districts: R-6.
- ❖ Adjacent property owners were mailed notification of the rezoning request on April 4, 2022.
- ❖ Notification was posted on the site on April 5, 2022.
- ❖ Planning and Zoning Board recommended approval (5-2 vote) on April 18, 2022.

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: Nolan Commercial Contractors, Inc.

Address: 754 Ramsey Road, Jacksonville, NC 28546

Phone #: 910-219-4770

Owner: Dan S. McLawhorn, Ryan K. McLawhorn, Sandra McLawhorn, & Mary Beth McLawhorn

Address: 5093 Reddy Branch Road, Winterville, NC 28590

Phone #: _____

PROPERTY INFORMATION

Parcel #: 16207 Area (square feet or acres): 34.72 acres

Current Land Use: Farm Land

Location of Property: Fronts Reedy Branch across from Copper Creek Drive intersection.

ZONING REQUEST

Existing Zoning: A R Requested Zoning: R-6

Reason for zoning change: To develop the property for residential 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, Nolan Commercial Contractors, Inc., 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 April / 18 / 2022.

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.

Nolan W Sydes 3/28/22
Signature Nolan Commercial Contractors, Inc. by Nolan Sydes 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.

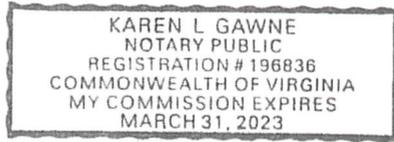
I, Dan S. McLawhorn, being the Owner of the property described herein, do hereby authorize Nolan Commercial Contractors, Inc. as agent for the purpose of this application.

Dan S McLawhorn 3/24/22
Signature Date

Sworn to and subscribed before me, this 24 day of March, 2022.

[Signature]
Notary Public

My Commission Expires:
3-31-2023



I, Ryan K. McLawhorn, being the Owner of the property described herein, do hereby authorize

Nolan Commercial Contractors, Inc. as agent for the purpose of this application.

Ryan K. McLawhorn
Signature

Sworn to and subscribed before me, this 24th day of March, 2022.

Debbie W. Barber
Notary Public



My Commission Expires:
5/14/2023

I, Sandra McLawhorn, being the Owner of the property described herein, do hereby authorize

Nolan Commercial Contractors, Inc. as agent for the purpose of this application.

Sandra McLawhorn
Signature

Sworn to and subscribed before me, this 24th day of March, 2022.

Debbie W. Barber
Notary Public



My Commission Expires:
5/14/2023

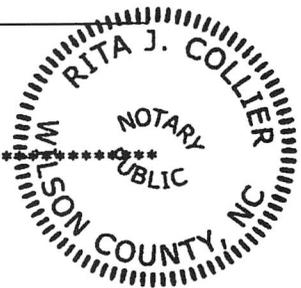
I, Mary Beth McLawhorn, being the Owner of the property described herein, do hereby authorize

Nolan Commercial Contractors, Inc. as agent for the purpose of this application.

Mary Beth McLawhorn 3/25/2022
Signature Date

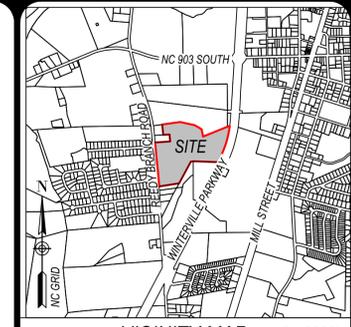
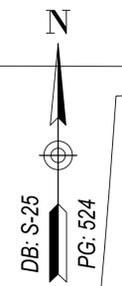
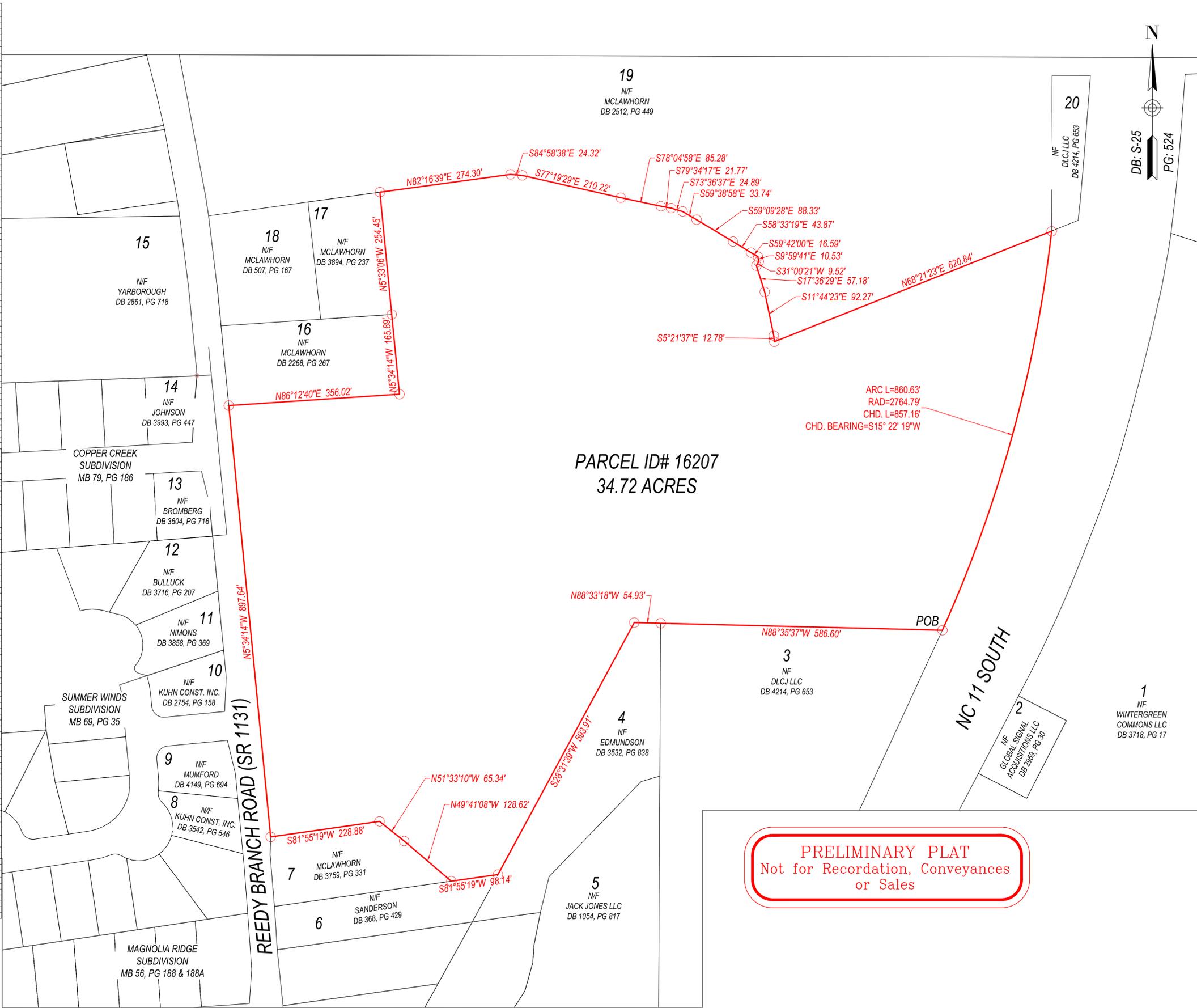
Sworn to and subscribed before me, this 25th day of March, 2022.

Rita J. Collier
Notary Public



My Commission Expires:
June 19, 2025

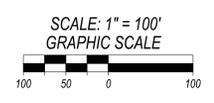
LOT 1	Parcel: 10254
Physical Address: 1497 WINTERVILLE PW	
Owner Name: WESTGREEN COMMONS LLC	
Owner Address: PO BOX 804	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 2	Parcel: 10255
Physical Address: 1500 WINTERVILLE PW	
Owner Name: BOKAL WORKS ACQUISITION LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 3	Parcel: 11106
Physical Address: 1500 WINTERVILLE PW	
Owner Name: BOKAL WORKS ACQUISITION LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 4	Parcel: 11107
Physical Address: 1500 WINTERVILLE PW	
Owner Name: BOKAL WORKS ACQUISITION LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 5	Parcel: 10501
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 6	Parcel: 17105
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 7	Parcel: 05111
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 8	Parcel: 10600
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 9	Parcel: 10601
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 10	Parcel: 10602
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 11	Parcel: 04541
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 12	Parcel: 04542
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 13	Parcel: 04543
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 14	Parcel: 04544
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 15	Parcel: 04545
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 16	Parcel: 13050
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 17	Parcel: 05112
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 18	Parcel: 05113
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 19	Parcel: 17106
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	
LOT 20	Parcel: 05114
Physical Address: 1500 WINTERVILLE PW	
Owner Name: JACK JONES LLC	
Owner Address: 1497 WINTERVILLE PW	
City/State/Zip: WINTERVILLE NC 28150	
NC PIN: 047407940	



- GENERAL NOTES**
1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS NO GRID FACTORS APPLIED.
 2. DEED REFERENCES: DEED BOOK S-25 PAGE 524 AND DEED BOOK 4214, PAGE 653.
 3. PARCEL NC ID#: 4674284733.
 4. ALL PROPOSED CORNERS ARE TO BE MARKED WITH IRON PIPES.
 5. THIS IS NOT A SURVEYED BOUNDARY, IT IS A COMPILATION OF SURROUNDING DEEDS AND RECORDED MAPS.

PROJECT REVISIONS			
NO.	DESCRIPTION	BY	DATE

PRELIMINARY PLAT
 Not for Recordation, Conveyances
 or Sales



NOTE: THIS SCALE APPLIES FOR 24" X 36" SHEETS ONLY.

REZONING MAP	
MCLAWHORN TRACT	
CURRENT OWNERS	
DAN S., RYAN K., SANDRA & MARY BETH MCLAWHORN 5093 REEDY BRANCH ROAD WINTERVILLE NC 28590	
WINTERVILLE TOWNSHIP / PITT COUNTY / NORTH CAROLINA	
SCALE: 1" = 100'	DATE: 3.23.2022
PROJECT #: 2022-005	SHEET: 01 of 01

THOMAS ENGINEERING, PA est 1983
 civil engineering • land development • project management

P. O. Box 1309, New Bern, NC 28563
 www.ThomasEngineeringPA.com
 Office: 252.637.2727 Fax: 252.636.2448

Exhibit "A"
Legal Description
Winterville, Pitt County, North Carolina

Beginning at a Point, said Point being located on the western right of way of NC 11 and being the northeastern most corner of DLCJ, LLC tract as described and recorded in Deed Book 4214, Page 653 in the Pitt County Register of Deeds.

Thence, from said Point of Beginning, along the northern line of the DLCJ, LLC tract, North 88 degrees 35 minutes 37 seconds West for a distance of 586.60 feet to a point being the northeastern most corner of the Edmundson tract as described and recorded in Deed Book 3532, Page 838 in the Pitt County Register of Deeds;

Thence, along the northern line of the Edmundson tract, North 88 degrees 33 minutes 18 seconds West for a distance of 54.93 feet to a point;

Thence, along the western line of the Edmundson tract, South 28 degrees 31 minutes 39 seconds West for a distance of 593.91 feet to a point being the northeastern most corner of the Sanderson tract as described and recorded in Deed Book 368, Page 429 in the Pitt County Register of Deeds;

Thence, along the northern line of the Sanderson tract, South 81 degrees 55 minutes 19 seconds West for a distance of 98.14 feet to a point being the eastern most corner of the McLawhorn tract as described and recorded in Deed Book 3759, Page 331 in the Pitt County Register of Deeds;

Thence, along the eastern line of the McLawhorn tract, North 49 degrees 41 minutes 08 seconds West for a distance of 128.62 feet to a point;

Thence, continuing along the eastern line of the McLawhorn tract, North 51 degrees 33 minutes 10 seconds West for a distance of 65.34 feet to a point;

Thence, along the northern line of the McLawhorn tract, South 81 degrees 55 minutes 19 seconds West for a distance of 228.88 feet to a point on the eastern right of way of Reedy Branch Road (SR 1131);

Thence, along and with the eastern right of way of Reedy Branch Road (SR 1131), North 05 degrees 34 minutes 14 seconds West for a distance of 897.64 feet to a point;

Thence, leaving Reedy Branch Road (SR 1131), along and with the southern line of the McLawhorn tract as described and recorded in Deed Book 2268, Page 267 in the Pitt County Register of Deeds, North 86 degrees 12 minutes 40 seconds East for a distance of 356.02 feet to a point;

Thence, along the eastern line of the McLawhorn tract, North 05 degrees 34 minutes 14 seconds West for a distance of 165.89 feet to a point on the southeastern most corner of the McLawhorn tract as described and recorded in Deed Book 3894, Page 237 in the Pitt County Register of Deeds;

Thence, along and with the eastern line of the McLawhorn tract, North 05 degrees 33 minutes 06 seconds West for a distance of 254.45 feet to a point being the northeastern most corner of the McLawhorn tract and also being a point on the southern line of the McLawhorn tract as described and recorded in Deed Book 2512, Page 449 in the Pitt County Register of Deeds;

Thence, along and with the southern line of the McLawhorn tract, North 82 degrees 16 minutes 39 seconds East for a distance of 274.30 feet to a point;

Thence, along and continuing with the southern line of the McLawhorn tract the following courses and distances:

Thence, South 84 degrees 58 minutes 38 seconds East for a distance of 24.32 feet to a point;
Thence, South 77 degrees 19 minutes 29 seconds East for a distance of 210.22 feet to a point;
Thence, South 78 degrees 04 minutes 58 seconds East for a distance of 85.28 feet to a point;
Thence, South 79 degrees 34 minutes 17 seconds East for a distance of 21.77 feet to a point;
Thence, South 73 degrees 36 minutes 37 seconds East for a distance of 24.89 feet to a point;
Thence, South 59 degrees 38 minutes 58 seconds East for a distance of 33.74 feet to a point;
Thence, South 59 degrees 09 minutes 28 seconds East for a distance of 88.33 feet to a point;
Thence, South 58 degrees 33 minutes 19 seconds East for a distance of 43.87 feet to a point;
Thence, South 59 degrees 42 minutes 00 seconds East for a distance of 16.59 feet to a point;
Thence, South 09 degrees 59 minutes 41 seconds East for a distance of 10.53 feet to a point;
Thence, South 31 degrees 00 minutes 21 seconds West for a distance of 9.52 feet to a point;
Thence, South 17 degrees 36 minutes 29 seconds East for a distance of 57.18 feet to a point;
Thence, South 11 degrees 44 minutes 23 seconds East for a distance of 92.27 feet to a point;
Thence, South 05 degrees 21 minutes 37 seconds East for a distance of 12.78 feet to a point;
Thence, North 68 degrees 21 minutes 23 seconds East for a distance of 620.84 feet to a point on the western right of way of NC 11;
Thence, along and with the western right of way line of NC 11, along a curve to the right having a radius 2764.79 feet, a delta angle of $17^{\circ} 50' 07''$, and arc angle of 860.63 feet, being subtended by a chord of South 15 degree 22 minutes 19 seconds West for a distance of 857.16 feet to the Point of Beginning. Containing 34.72 acres more or less.

NOTICE OF PUBLIC HEARING
Town of Winterville

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, June 13, 2022 at 7:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, to hold a public hearing on the following request:

Nolan Commercial Contractors, Inc. has submitted a rezoning application to rezone Parcel 16207 (34.72 Acres from Agricultural- Residential (AR) to R-6 Zoning District. The R-6 Residential District is a quiet, relatively high-density neighborhood consisting of single-family and two-family dwellings along with limited home occupations and private and public community uses.

Copies of the Zoning Ordinance and Map 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) 756-2221 ext. 2358.

The meeting is open to the public and will be allowed to attend in-person. The public is encouraged to watch the meeting live on YouTube (www.wintervillenc.com/videos).

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 Public Hearing – McLawhorn Tract Rezoning.

Please place the above legal advertisement in the Daily Reflector on Wednesday, June 1, 2022 and Wednesday, June 8, 2022. 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, NCCMC
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
Public Hearing - Rezoning Request**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, June 13, 2022 at 7:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, in order to hold a public hearing on the following request:

Nolan Commercial Contractors, Inc. has submitted a rezoning application to rezone Parcel 16207 (34.72 Acres) as shown on the attached map from Agricultural- Residential (AR) to R-6 Zoning District. The R-6 Residential District is a quiet, relatively high-density neighborhood consisting of single-family and two-family dwellings along with limited home occupations and private and public community uses.

Copies of the Zoning Ordinance and Map 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) 756-2221 or at wintervillenc.com.

**The Town of Winterville will be keeping measures in place in an ongoing effort to mitigate the spread of COVID-19. The meeting is open to the public; however, limited attendance will be allowed to attend in-person due to COVID-19 provisions and the meeting will be available electronically. The public is encouraged to watch the meeting live on YouTube (www.wintervillenc.com/videos).

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.

NOLAN COMMERCIAL
CONTRACTORS, INC.
754 RAMSEY ROAD
JACKSONVILLE, NC 28546

SANDY GALE SANDERSON
EDMONDSON
5203 REEDY BRANCH RD
WINTERVILLE, NC 28590

JOHN KEIFFER
LINDA KEIFFER
5213 REEDY BRANCH RD
WINTERVILLE NC 28590

JO W KUHN
302 CAMPDEN WAY
GREENVILLE, NC 27858

TRAVIS BULLUCK
LATOYA BULLUCK
413 CRIMSON DRIVE
WINTERVILLE, NC 28590

SOPHIA MCLAWHORN
YARBOROUGH
3102 ETON ROAD
RALEIGH, NC 27608

ALFRED MCLAWHORN
WILLIAM FARKAS
89 OPRY LANE
ARCHER LODGE, NC 27527

DLCJ, LLC
5036 WINTERVILLE PW
WINTERVILLE, NC 28590

NEIL WAYN COWAN
5229 REEDY BRANCH RD
WINTERVILLE, NC 28590

MARY BETH MCLAWHORN
PO BOX 1307
ELM CITY, NC 27822

JERRY R MUMFORD
DIANE MUMFORD
207 CRIMSON DRIVE
WINTERVILLE, NC 28590

JASON MICHAEL BROMBERG
ELIZABETH BROMBERG
207 COPPER CREEK DRIVE
WINTERVILLE, NC 28590

RYAN KENT MCLAWHORN
SANDRA M MCLAWHORN
5093 REEDY BRANCH ROAD
WINTERVILLE, NC 28590

JACK JONES, LLC
128 JERUSALEM RD
SEVEN SPRINGS, NC 28578

JOHN CHARLES FUGNER
5221 REEDY BRANCH RD
WINTERVILLE, NC 28590

C AND G PROPERTIES PITT
COUNTY LLC
709 KENSINGTON DRIVE
GREEVNILLE, NC 27858

HENRY EDWARD NIMONS
TERESSA NIMONS
415 CRIMSON DRIVE
WINTERVILLE NC 28590

JOHN KENROY JOHNSON, SR.
PHYLLIS THELMA JOHNSON
208 COPPER CREEK DRIVE
WINTERVILLE, NC 28590

THOMAS H MCLAWHORN
904 HAVEL CT
CHARLOTTE, NC 28211



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

GENERAL INFORMATION

APPLICANT	Nolan Commercial Contractors, Inc.
HEARING TYPE	Rezoning Request
REQUEST	Agricultural-Residential (AR) to R-6
CONDITIONS	n/a
LOCATION	Reedy Branch Road south of its intersection with NC 903 S.
PARCEL ID NUMBER(S)	16207
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the public hearing on May 2, 2022. Notification was posted on site on April 5, 2022. 19 properties were mailed notification.
TRACT SIZE	34.73 acres
TOPOGRAPHY	Flat
VEGETATION	Cleared / Agricultural

SITE DATA

EXISTING USE	Agricultural / Vacant
---------------------	-----------------------

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	GB	Vacant/Cleared
E	I	Vacant/Cleared
W	R-12.5 / R-15	Single Family Residential
S	AR / GB	Agriculture/Commercial

ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	AR	R-6
MAX DENSITY	n/a	8 per acre
TYPICAL USES	Low-density residential and agricultural uses; where urban development is expected.	(R-6) High Density; single-family residential; limited home occupations.



SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	N/A
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Subdivision plan required

**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	Reedy Branch Rd– NCDOT Road Winterville Parkway – 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)	Reedy Branch Rd– 2300 Winterville Parkway – 17,000
TRIP GENERATION	N/A
SIDEWALKS	Required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	N/A
OTHER	N/A



IMPACT ANALYSIS

Land Use Compatibility

The proposed R-6 zoning districts 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 an Urban Neighborhood character area. The requested **R-6** zoning district is generally consistent with this character area as defined by the future land use designation.

Comprehensive Land Use Plans - Recommendations & Implementation

Urban Neighborhood - General Character:

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

STAFF ANALYSIS AND RECOMMENDATION

Community Outreach

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

Staff Analysis

The 34.73-acre property is currently vacant. The property North of the request is zoned GB and is cleared. West of the request is zoned R-12.5 and is single family residential (Summer Winds/Copper Creek Subdivisions). South of the request is zoned AR and GB and is currently agriculture use with a single family home and commercial (The Village Market). East of the property is zoned Industrial (across HWY 11) and is vacant.

The R-6 District 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. The proposed R-6 zoning district fall within the density recommendations provided within the Urban Neighborhood Residential character area.



Staff Recommendation

Planning and Zoning Board recommended approval (5-2) to Town Council on April 18, 2022.

Staff recommends **approval** of the rezoning request for the 34.73 acres from AR to R-6.

John & Linda Keiffer
5213 Reedy Branch Road
Winterville, NC 28590

Reference: The Town of Winterville Planning and Zoning
Rezoning Request Parcel 16207

In as much as space is to be limited for attendees we thought it would be a good choice to respect that and send in our thoughts about this rezoning plan rather than attending.

The 34.72 acres has an impact on the town and the environment. Some negative and some positive. Granted, there will be a huge tax base added, but Winterville has been selected as one of the best places to live in North Carolina. The comments made by new people coming are open spaces, fresh air and the small town feel. Winterville needs to keep that aspect of living here in perspective. We really don't need to add more housing units here at the expense of becoming a bedroom community for Greenville and towns as far away as Raleigh.

A second issue is our natural environment. When we moved here 30+ years ago, deer, possum and occasional bear wandered through the area. Then Magnolia Ridge, Summer Winds and Copper Creek were built. Wildlife, of the type we experienced, has moved on.

For the "green" environment the crops cleansed the air. The rain was absorbed into the earth with minimal run off. Light pollution was at a bare minimum. Those all increased with the addition of the developments on Reedy Branch Road.

Another environmental impact is the increase of vehicle traffic and the polluting exhaust from those additional automobiles. There's also an increase of environmental noise associated with the cars and especially motorcycles which particularly increase the disturbing cacophony of mechanical noises.

As for the increase in housing on the 34.72 acres of Parcel 16207 are any contractors or city planners going to take these issues under advisement? For example, building roads leads to water run off. Semi-pervious construction methods for streets and driveways could reduce this. Are there to be numerous security street lights? Lower intensity, directed lighting could reduce light pollution. The reduction of annual plantings can't be replaced with just grass when there are acres of building foundations on the parcel. Are responsible builders including the addition of cleansing trees to the housing lots?

Considering the size of this construction are traffic patterns going to be modified on Reedy Branch Road and/or Hwy 903? There should be multiple entrances and exits for safety and to reduce congestion during high traffic periods.

We are not, in theory, against building on this parcel. We're asking that a modern, science directed approach be applied. We've moved into the 21st century. There is little reason to have our community designs anchored to the 20th century mind set.



252 321-0130

Winterville Planning & Zoning Board

April 18, 2022 Meeting

Ladies and Gentlemen, Good Evening, I am Thomas McLawhorn. I own the property with the longest boundary in common with the property which the Nolan Commercial Contractor's have requested you consider for rezoning from Agricultural-Residential to R-6 Zoning District. While I am happy the owners, my cousins, Ryan & Dan McLawhorn, and their sister-in-law, the widow of their late brother, Michael, have agreed on a prospective buyer and the proposed future plans for their property, I personally have no knowledge of their plans, my purpose for being here tonight is to become educated about the details Nolan has in mind and to make two requests of the Board and the Planning Director:

1.) When reviewing the Nolan Commercial Contractor's plans for developing the site, please, ensure they include comprehensive, detailed plans for managing water runoff within the confines of your site so that it does not impact my property in any way.

Although Alfred McLawhorn, the Grandfather Ryan, Dan, Michael and I have in common, dug agricultural ditches to drain water from his fields, they are woefully inadequate for managing water runoff from a residential or commercial development with impervious surfaces. Unfortunately, water of that magnitude could flood my fields, so appropriate plans for managing water runoff are essential as my plans are to continue using my land for agriculture.

2.) In the past when listening to a broadcast of the of the proceedings of this Board, I heard one member ask a question regarding how a development proposal they were currently being asked to consider would affect a previous proposal approved during a recent session. It was a reasonable, thoughtfully considered question, but the response surprised me, "Oh, they are family. They will work it out." Please, remember we are independent property owners and the assumption "they are family, they will work it out is grossly inadequate and underserves those concerned. I speak from personal experience and kindly and respectfully remind the Board that my property has easements, covenants and ingresses and egresses on Reedy Branch Road as well as Highway 903 South approved by a Pitt County Judge.

These covenants and easements are on file in the Pitt County Courthouse. It is my recommendation that the Board compel everyone who presents a development proposal to you ensures you in writing that they have checked the deeds, covenants and ingresses and egresses governing surrounding properties and the presenter assures you what they are presenting in no way conflicts with those existing covenants, deeds and ingresses and egresses.

Thank You!

Thomas Haywood McLawhorn
904 Havel Court
Charlotte, North Carolina 28211
Phone or text: (704) 737-4327
email: thomasmclawhorn@att.net



TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: PRESTON COGHILL

Date: 6/8/2022

Address: 4402 LEE ST. AYDEN, NC 28513

Phone: (919) 333-4650

Town Council Meeting Date Requesting to Provide Comment:
6/13/2022

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

SUMMARY & DETAILED DESCRIPTION OF THE EVENING OF GOSPEL EVENT @ THE GREENVILLE CONVENTION CENTER ON SEPTEMBER 3RD, 2022 @ 6 PM. LOOKING FOR THE TOWN TO BE POTENTIAL SPONSOR AND /OR SUPPORT FOR THIS EVENT. HOSTED BY A PLACE IN THE HEART THEATER COMPANY.

Name(s) of Speaker(s):

(1) PRESTON COGHILL

(2) _____

(3) _____

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

Signature



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: June 13, 2022

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: 6/8/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- ❖ May 9, 2022 Regular Meeting Minutes; and,
- ❖ May 10, 2022 Stormwater Workshop Minutes; and,
- ❖ May 24, 2022 Budget Work Session #1.

Budgetary Impact: NA.

Recommendation: Approval of Minutes.



**WINTERVILLE TOWN COUNCIL
MONDAY, MAY 9, 2022 – 7:00 PM
REGULAR MEETING MINUTES**

The Winterville Town Council met in a Regular Meeting on the above date at 7:00 PM in the Town Hall Assembly Room, with Mayor Richard E. Hines presiding. The following were present:

Richard E. Hines, Mayor
Mark C. Smith, Mayor Pro Tem
Tony P. Moore, Councilman
Johnny Moye, Councilman
Paul A. Rice, Councilman
Veronica W. Roberson, Councilwoman
Keen Lassiter, Town Attorney
Terri L. Parker, Town Manager
Anthony Bowers, Assistant Town Manager
Ryan Willhite, Police Chief
David Moore, Fire Chief
Cliff McGuffin, Public Works Director
Jessica Manning, Finance Director
Evan Johnston, Parks and Recreation Director
Bryan Jones, Planning Director
Donald Harvey, Town Clerk

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

INVOCATION: Rev. Matthew Miller, Winterville Free Will Baptist Church, gave the Invocation.

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

WELCOME: Mayor Hines welcomed the public.

APPROVAL OF AGENDA:

Manager Parker requested noted the amendments to the Agenda.

Motion made by Mayor Pro Tem Smith and seconded by Councilman Moye to approve the amended agenda. Motion carried unanimously, 5-0.

PRESENTATIONS:

Special Presentation: Douglas A. Jackson.

Senator Davis noted being longtime friends with Mr. Jackson and made comments. He made the award presentation of the Order of the Long Leaf Pine. Mayor Jackson made comments and thanked

his family and Town. Senator Davis added that he joined the distinguished list of North Carolinians to the Order of the Long Leaf Pine. Council made comments thanking Mayor Jackson for his years of service to the Town.

Council took a short pause.

INTRODUCTIONS:

Pitt County Manager, Janis Gallagher: Town Manager Parker introduced Pitt County Manager, Janis Gallagher. She accepted the position on January 1, 2022 and desires to strengthen the relations with and collaboration with the municipalities within the County.

Town Manager Parker introduced the following:

- Assistant Town Manager, Anthony Bowers. He made comments concerning the tasks to be accomplished.
- Finance Director, Jessica Manning. She expressed thanks and looks forward to working with Council and Staff.
- Public Works Director, Cliff McGuffin. He noted he is happy to be with the Town and is busy with Much needing to be done.
- Executive Staff Assistant, Cynthia Haskins. She said thanks and is very grateful to be here.

PROCLAMATIONS: Town Clerk Harvey summarized the following Proclamations.

Emergency Medical Services Week.
Public Works Week.
Police Week.

PUBLIC COMMENT:

Rebecca Caveness with the Winterville Watermelon Festival. She noted that a Limited Edition t-shirt for the Festival this year and requested use of the Town Streetscape. Town Manager Parker noted that this was for use on t-shirt only, with one time permission.

Motion made by Mayor Pro Tem Smith and seconded by Councilman Rice to approve the Watermelon Festival use of the Winterville Streetscape for t-shirts only this one year. Motion carried unanimously, 5-0.

CONSENT AGENDA:

Items included in the Consent Agenda:

1. Approval of the following sets of Council Meeting Minutes:
 - April 11, 2022 Regular Meeting Minutes; and
 - April 25, 2022 Council-Manager Budget Progress Meeting Minutes.
2. McLawhorn Tract Rezoning Request: Schedule the Public Hearing for June 13, 2022.
3. Budget Amendment 2021-2022-7.

Motion made by Councilman Moore and seconded by Councilman Moye to approve the consent agenda. Motion carried unanimously, 5-0.

OLD BUSINESS:

Human Relations Board Appointments:

Section II of the Approve HRB By-Laws outlines the membership and attendance components.

The Mayor and each Councilmember appoints one person to the HRB. 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.

Council may also appoint up to two (2) high school and (2) college/university (non-voting) student representatives. Finally, Council shall appoint one Council members to be the Council liaison to the HRB.

Appointments Submitted:

- Mayor Hines nominated Shantel Hawkins.
- Councilwoman Roberson nominated Brandy Harrell.
- Councilman Rice nominated himself.
- Councilman Moye nominated Tyanna Hagans.
- Councilman Smith nominated Police Chief Ryan Willhite.
- Councilman Moore nominated Alton Watford.
- Councilwoman Roberson Council Liaison.

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

Motion made by Councilman Moore and seconded by Councilman Moye to approve the appointments presented for the Winterville Human Relations Board. Motion carried unanimously, 5-0.

Town Manager Parker suggested drawing names to assign length of terms. Council agreed.

- (3) Three-year terms: Alton Wadford and Brandy Harrell.
- (2) Two-year terms: Paul Rice and Shantell Hawkins.
- One-year terms: Tyanna Hagans and Ryan Willhite.

Council agreed to poll members for date of first meeting.

Cemetery Update:

Town Manager Parker gave a summary. As the Town moves toward with the Cemetery Expansion project, it is time for Council to look at current regulations and pricing to make sure we are where we want to be on both. Town Manager Parker included the current regulations as well as the excerpt from the current Fee Schedule for discussion purposes.

Mayor Hines asked for any further discussion or any more questions.

Motion made by Councilwoman Roberson and seconded by Councilman Moore to table the Cemetery Update discussion to the June meeting to give Council time to review the information provided. Motion carried unanimously, 5-0.

Discussion on Board of Adjustment. (Councilman Moore):

Motion made by Councilman Moore and seconded by Councilman Moye to remove the item from the agenda. Motion carried unanimously, 5-0,

Parking Signs at Dance Studio:

Police Chief Willhite noted that after contacting the owner, Ms. Nora Parker, she was supportive of this change. Contents of Ms. Parker's email is found below:

I have no problem with adding the hours on the signs ; that was my original suggestion. I was told though; that the signs were not only put up for my business but for other businesses as well, so the town only wanted a "5 Minute Parking Only" representing all businesses. My business hours as of 2021-2022 dance season are Monday-Thursday 3:00-9:30 pm. This is the time Parents are dropping off and picking up. Friday is not included in the 2021-2022 year due to the pandemic. I hope it will be added next year, as we return to some normalcy, but would only go until 7:00 pm.

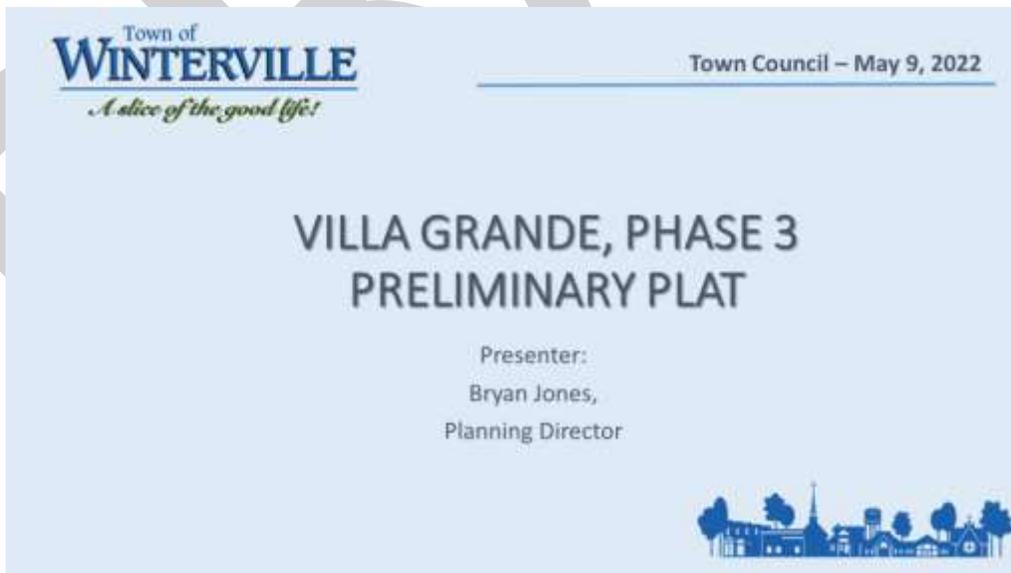
Police Chief Willhite suggested adding the information relating to the time limit frame.

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

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve adding the time limit to the parking signs in front of the Dance Studio. Motion carried unanimously, 5-0.

NEW BUSINESS:

Villa Grande, Phase 3: Preliminary Plat: Planning Director Jones gave the following presentation and provided information:



• **Site Data:**

- **Location:** Red Forbes Road north of its intersections with NC 903 S
- **Parcel Number:** 82582, 80704, 19880
- **Acreage/Density:** 22.73 Acres, 40 Lots
- **Zoning:** R-10



• **Site History:**

- Rezoning to R-10 was approved by Town Council March 14, 2022.
- TRC reviewed Preliminary Plat on March 5, 2022.
- Existing Villa Grande phases approved in May 2018 and March 2021.
- Planning and Zoning Board unanimously recommended approval on April 18, 2022.







Villa Grande, Phase 3 – Preliminary Plat

Staff Recommendation:

- Planning staff recommends approval.



Town Manager Parker asked is the access road is paved? Planning Director Jones said no. Town Manager Parker asked who maintains? Town Manager Parker said is it the HOA responsibility. Mayor Pro Tem Smith asked what happens if HOA falls apart? Attorney Lassiter said it is technically not a responsibility of Town and can charge a fee to the homeowners. Councilwoman Roberson said would it be better to get it paved upfront. Planning Director Jones noted it was 350-400 feet in length. Councilwoman Roberson asked did we approve earlier. Planning Director Jones noted environmental concerns could be a problem. Councilwoman Roberson said could foresee problems like Blackstone. Mayor Pro Tem Smith asked if an access gate required. Town Manager Parker noted we are starting to see more of these. Mayor Pro Tem Smith said it is between two owners, could become unsightly. Councilwoman Roberson said we need to get an agreement up front; need more than one full use access. John Thomas with Thomas Engineering, no way to get another access, environmental reasons limit. Mayor Hines said he had been to property and Council needs to reconsider our standards. Councilwoman Roberson said Blackstone is evidence of problems that can occur. Mayor Pro Tem Smith let's direct staff to look into this condition. Fire Chief Moore noted that if a gate is erected, fire department requires a key.

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

Motion made by Mayor Pro Tem Smith and seconded by Councilman Moye to approve Villa Grande, Phase 3: Preliminary Plat. Motion carried unanimously, 4-1. Councilwoman Roberson opposed.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith directing Staff to look into the access road issue. Motion carried unanimously, 5-0.

Eleven at Main, Phase 1: Final Plat: Planning Director Jones gave the following presentation and provided information:

Town of WINTERVILLE
A slice of the good life!

Town Council – May 9, 2022

**ELEVEN AT MAIN,
PHASE 1
FINAL PLAT**

Presenter:
Bryan Jones,
Planning Director

Town of WINTERVILLE
A slice of the good life!

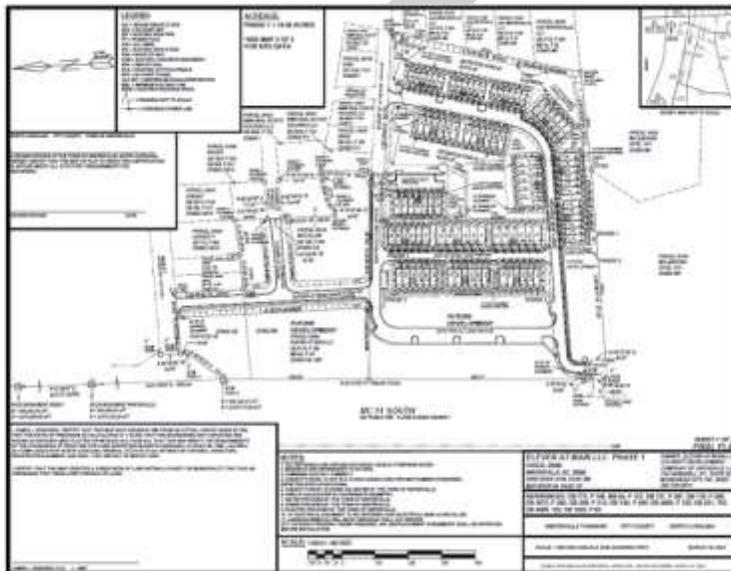
Eleven at Main, Phase 1 – Final Plat

- Site Data:
 - Location: Intersection of Main Street and Winterville Parkway (NC HWY 11 S)
 - Parcel Number: 05589
 - Acreage/Density: 10.65 Acres, 97 Lots
 - Zoning: MR

• **Site History:**

- Special Use Permit issued by Board of Adjustment May 19, 2021.
- Preliminary Plat approved by Town Council on August 9, 2021.
- Construction Plans approved December 9, 2021.
- Technical Review Committee reviewed the plat on April 5, 2022.
- Planning and Zoning Board unanimously recommended approval on April 18, 2022.





Staff Recommendation:

- Planning staff recommends approval.



Questions?



Councilman Moore noted that Winterville Machine abuts, what are the sound barriers. Planning Director Jones said a vegetative buffer will be required. Town Manager Parker said not many noise complaints have resulted from Machine Works. Councilwoman Roberson asked about sidewalks. Planning Director Jones they are along the sides with garages. Councilwoman Roberson asked about recreation areas. Planning Director Jones said have some. Councilwoman Roberson asked if vegetation shown along required areas.

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

Motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the Eleven at Main, Phase 1, Final Plat. Motion carried unanimously, 5-0.

Mayor Hines suggested scheduling some planning related training for Council.

OTHER AGENDA ITEMS:

Downtown Cleanup. (Councilman Moore): Councilman Moore asked that the trash cans and streets downtown be cleaned on Monday morning. Public Works Director McGuffin said he will work on schedule for cleanup.

Appointment of At-Large Board Member for CMSD (3 year term):

Town Manager Parker discussed the need for an additional need for a CMSD Board Appointment. Town Manager Parker gave a summary of the Town getting an extra board member; 1 floating at-large coming up for Winterville with a three-year term.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to appoint Mayor Hines to the CMSD at large floating seat for a three-year term. Motion carried unanimously, 5-0.

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

Councilwoman Roberson asked if at the Stormwater Workshop would allow the public to speak. Council discussed the concept and agreed to allow the public to speak with a time limitation.

Councilman Moye asked about the fee for phone payments. Assistant Town Manager Bowers said manpower issues and a \$3.50 for phone charge is for a convenience fee charged. Councilman Moye asked how about our Seniors. Assistant Town Manager Bowers said it is difficult to asked and verify age, noting that on cut-off day phones are backed up. Mayor Pro Tem Smith noted that there is no charge to draft payment. Councilman Moye asked that Staff check on the cost. Councilwoman Roberson noted that we have something for persons with handicap. Assistant Town Manager Bowers said he would look into costs.

ANNOUNCEMENTS: Town Clerk Harvey gave the following announcements:

1. Stormwater Workshop: Tuesday, May 10, 2022 @ 5:00 pm – Town Hall Assembly Room.
2. Board of Election One Stop Early Voting: Through Saturday, May 14, 2022.
3. Touch A Truck: Thursday, May 12, 2022; 4:00 pm – 7:00 pm – Market on the Square.
4. Planning and Zoning Board Meeting: Monday, May 16, 2022 @ 7:00 pm - Town Hall Assembly Room.
5. Primary Election Day: Tuesday, May 17, 2022.
6. Board of Adjustment Meeting: Tuesday, May 17, 2022 @ 7:00 pm - Town Hall Assembly Room.
7. Town Council Budget Work Session #1: Tuesday, May 24, 2022 @ 6:00 pm - Town Hall Assembly Room.
8. Town Council Budget Work Session #2: Thursday, May 26, 2022 @ 6:00 pm - Town Hall Assembly Room.
9. Annual Town and State Dinner: Wednesday, June 1, 2022 @ 5:00 pm – Raleigh Convention Center.
10. Budget Public Hearing: Monday, June 6, 2022 @ 7:00 pm - Town Hall Assembly Room.
11. Regular Town Council Meeting: Monday, June 13, 2022 @ 7:00 pm - Town Hall Assembly Room.

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

Attorney Lassiter: None, , reminded Council of Closed Session.

Councilman Moore: None.

Councilman Moye: None.

Councilman Rice: Noted yesterday recognizing Mother’s Day.

Councilwoman Roberson: None.

Mayor Pro Tem Smith: None.

Manager Parker: None.

Mayor Hines: None.

Motion made by Councilwoman Roberson and seconded by Councilman Moye to go into Closed Session for NCGS § 143-318.11. (a)

(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or

considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.

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

Motion carried unanimously, 5-0.

CLOSED SESSION:

Motion made by Mayor Pro Tem Smith and seconded by Councilman Rice to return to Open Session. Motion carried unanimously, 5-0.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to agrees as follows:

The Town agrees to pay NAPM the total of \$75,600 for the “Speed Shoring” and Slide Rail System” used during said Project. The Town further agrees to removing the 78 days liquidated damages for Substantial Completion (\$78,000) and 43 days of liquidated damages for Final Completion (\$30,100). NAPM agrees to pay\$11,827.50 for additional construction observation (overtime and weekends) as well as \$11,159.82 for the engineering and inspection fees associated with the warranty work. This amount totals \$22,987.32. The Town further agrees to absorb the costs associated with Town Staff working to assist with warranty work.

Motion carried unanimously, 5-0.

ADJOURN:

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 9:03 pm.

Adopted this the 13th day of June 2022.

Richard E. Hines, Mayor Pro Tem

ATTEST:

Donald Harvey, Town Clerk



**WINTERVILLE TOWN COUNCIL
TUESDAY, MAY 10, 2022 – 5:00 PM
STORMWATER WORKSHOP MINUTES
(REMOTE VIA ZOOM)**

The Winterville Town Council met in a Stormwater Workshop on the above date at 5:00 PM in the Town Hall Assembly Room, with Mayor Richard E. Hines presiding. The following were present:

Richard E. Hines, Mayor
Mark C. Smith, Mayor Pro Tem
Johnny Moye, Councilman
Veronica W. Roberson, Councilwoman
Terri L. Parker, Town Manager
Anthony Bowers, Assistant Town Manager
David Moore, Fire Chief
Cliff McGuffin, Public Works Director
Jessica Manning, Finance Director
Bryan Jones, Planning Director
Donald Harvey, Town Clerk

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

INVOCATION: Councilman Moye gave the Invocation.

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

WELCOME: Mayor Hines welcomed the public.

APPROVAL OF AGENDA:

Manager Parker noted the correction to the Agenda.

Motion made by Mayor Pro Tem Smith and seconded by Councilman Moye to approve the corrected agenda. Motion carried unanimously, 3-0.

ITEMS FOR DISCUSSION: Stormwater Discussions.

Kendall Paramore, Southeast Drainage Corporation. He thanked Council for inviting him to be here tonight. He gave the following presentation:

SOUTHEASTERN

DRAINAGE OFFICE

Mission Statement

WE ARE COMMITTED TO ASSISTING NORTH CAROLINA DRAINAGE DISTRICTS / CORPORATIONS IN THE MANAGEMENT OF LAND OWNERSHIP AND FINANCIAL RECORDS FOR PROPER OPERATION AND MAINTENANCE OF THEIR PROJECTS.

- **Established - 1994**

OFFICERS OF THE SEDO

- Ephraigm Smith – President (Pitt)
- Wayne Loftin – Vice President (Pitt)
- Benjie Forrest – Executive Committee (Pitt)
- Johnny Pinner – Executive Committee (Pitt)
- Earl Harper – Executive Committee (Lenoir)
- Tommy Harrell – Executive Committee (Chowan)

Counties SEDO IS Present

- Pitt County
- Craven County
- Martin County
- Wayne County
- Greene County
- Chowan County
- Perquimans County
- Gates County
- Edgecombe County
- Lenoir County
- Jones County
- Beaufort County

Roles of the Southeastern Drainage Office

- Maintaining Mains and Laterals that are part of Drainage District
- Mowing
- Beaver Management
- Preventative Maintenance
- Tax Assessment



What We Do Not Do

- Roadside Ditches
- Driveway Tiles
- Ditches that were not established as part of a Drainage District
- Rivers



GOVERNING BODIES

- NC General Statute 156
- PL – 566 NRCS
- Drainage Commissioners
- Southeastern Drainage Office Executive Board



DRAINAGE DISTRICT FACTS

- Each Drainage District operates independently of each other and are controlled by its own Drainage Commissioners.
- Each District receives a different amount of tax which is set by the Drainage Commissioners of each district.
- Drainage Canals were originally dug for 2 to 5 year storms and for agricultural purposes only.

HABITATS AROUND DRAINAGE DISTRICTS



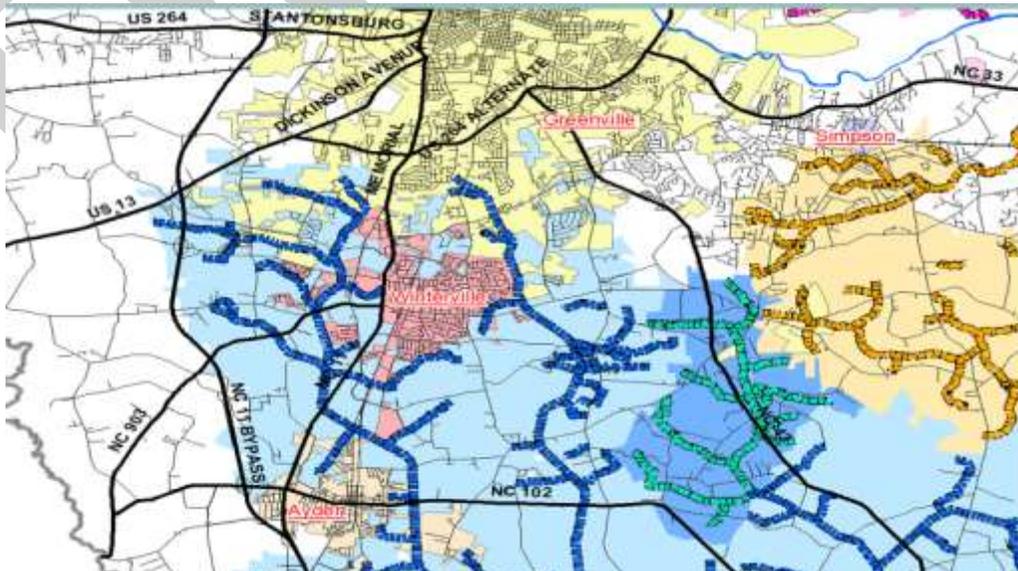
Winterville Drainage

- Winterville Falls within the Pitt County Drainage District #3
- Neuse River Basin
- Swift Creek
- Fork Swamp
- Approximate Tax charged to the Town is \$13,000



PITT #3 DRAINAGE COMMISSIONERS

- Ephraigm Smith – President
- Wayne Loftin
- Shade Bland
- Johnny Caraway
- Grover Hardee
- Carlton Venters
- Gene Davenport



PROJECTS AROUND WINTERVILLE

- **Mulching and Installing New Pipe next to Winterville Dump Site and Sara Law**
- **Mulching from Church Street across Highway 11**
- **Mowing of Swift Creek and Fork Swamp**
- **2 Dozen Beaver have been trapped on SC and FS in the past year.**
- **Mulching From Frog Level to SC Main and around South Central High School**
- **Mulching near the Jack Jones Road**
- **Cleaning out Downstream of both FS and SC (includes working with Rail Road to get Trestle cleaned)**

CHALLENGES

- **More Volume of Water**
 - **Downstream Flooding**
 - **Erosion**
- **General Public**
 - **Pedestrian Traffic**
 - **Trash**
- **Development**
 - **Impervious Surfaces**
 - **Fencing/Items in the way**



Councilwoman Roberson asked what is the term of office of Board members? Kendall Paramore said there is no term. Councilman Moye noted that the last six month it looks better than has in a long time. Mayor Hines noted that the canals were dug for agriculture purposes, now with development coming they must handle much more. Kendall Paramore said the canals are at sea level. Tonna Chun of 2905 Little Gem Circle asked about maintenance by the owner. Kendall Paramore said the drainage canals and laterals the District maintains; outside of the drainage easement would fall to developer. Tonna Chun said the development removed and installed a pipe. Kendall Paramore said that would be left to developer and the planning department.

Mayor Hines asked for any further discussion or any more questions.

Will Larsen, Wooten Company. He thanked Council for inviting him to be here tonight. He gave the following presentation:

Town of Winterville

May 2022 Stormwater Workshop



Wooten

Neuse River Basin

- Neuse River is the longest river in NC at 248 miles from the Falls Lake Reservoir Dam to the Pamlico Sound
- The Albemarle-Pamlico estuary system is a nursery for 90 % of the commercial seafood species caught in North Carolina.
- A big threat to water quality in the lower Neuse River are large quantities of nutrients, especially nitrogen.
- Emerging threat is population growth and accompanying development contribute to increased stormwater runoff throughout the basin.
- **Winterville Specific Rivers**
 - Fork Swamp
 - Swift Creek



Municipal Separate Storm Sewer System (MS4)

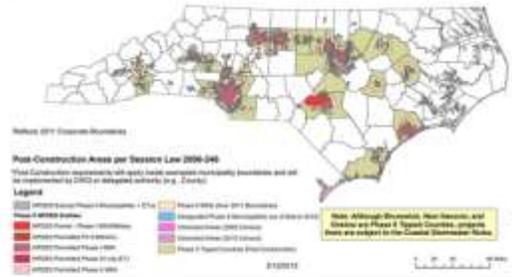
- The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Program is mandated under the federal Clean Water Act and delegated to the North Carolina DEQ for implementation.
- Implement programs and practices to control polluted stormwater runoff
- MS4 permit is required within a U.S. Census Bureau-designated Urbanized Area and program expands with each new Census.
- **Timeline**
 - 1970 EPA Established
 - 1972 Clean Water Act – NPDES
 - 1990 Phase I Stormwater (>100,000 pop.)
 - 1999 Phase II Stormwater (Small MS4s)

National Map of Regulated MS4s



MS4 Community

- Phase II Requirements expands from Phase I eligible municipalities to smaller service areas
- NPDES MS4 permits are implemented at the local level, and every permitted MS4 is required to implement a comprehensive Stormwater Management Plan (SWMP) which includes six minimum control measures:
 1. Public Education & Outreach
 2. Public Involvement & Participation
 3. Illicit Discharge Detection & Elimination
 4. Construction Site Runoff Controls
 5. Post-Construction Site Runoff Controls
 6. Pollution Prevention & Good Housekeeping for Municipal Operations



MS4 Requirements

Annual self-inspection
Audit process – Every 5 Years

Neuse Local Program Guide

- Updating Ordinance based on State's Model Ordinance.
- The Neuse Stormwater Rule limits nutrient runoff from new development projects and is implemented by local governments.
 - Jurisdictions added to the revised Stormwater Rule. Estimated to start implementing the new Stormwater Rule in March 2023:
 - (i) Apex; (ii) Clayton; (iii) Fuquay Varina; (iv) Greenville; (v) Holly Springs; (vi) Knightdale; (vii) Morrisville; (viii) Rolesville; (viii) Wake Forest; (ix) Wendell; (x) **Winterville**; (xi) Craven County; (xii) Nash County; (xiii) Pitt County; and (xiv) Wilson County.



Significant Impacts:

Increased Review, Tracking, & Reporting



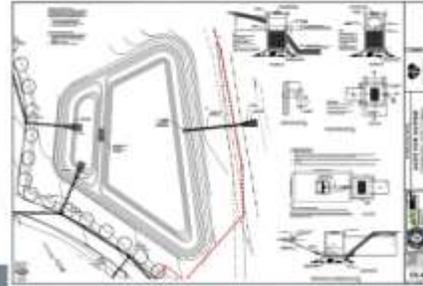
Pre-Construction Review



*Wooten employed through General Consulting Agreement to review stormwater on behalf of Town

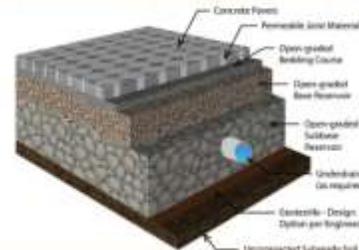
Pre-Construction Review

- Review Criterion: State and Winterville Specifics
 - Triggering actions (i.e. 20,000 ft² of impervious cover)
 - Peak Flow Attenuation
 - Pre-Development vs. Post Development
 - 10-year
 - Quality/Treatment of first 1" of rainfall
 - Total Suspended Solids (TSS)
 - Other Subjects
 - Exemptions
 - Low-Density vs. High-Density
 - Pipe Diameters
 - Catch Basin Spacing
 - Emergency Spillway
 - Access Easement
- Review Time
 - ~1-2 Weeks per review



Stormwater Control Measures

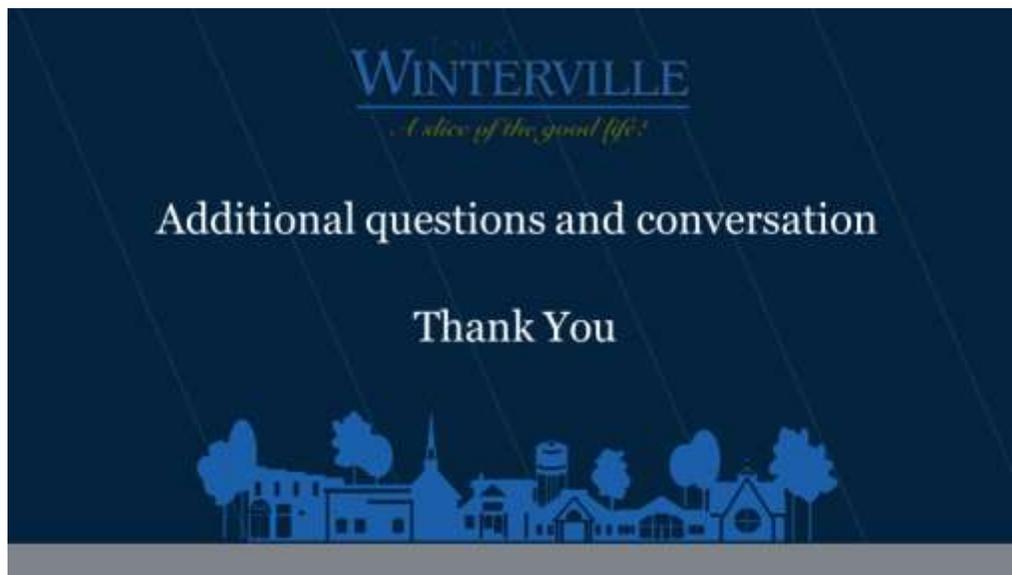
- Site Specific vs. Regional
- NC BMP Manual
- Provide attenuation and treatment



Post-Construction Inspection



- Phase II/MS4 Requirement
 - Develop strategies of structural/non-structural BMPs
 - Have an ordinance requiring implementation of runoff controls
 - Ensure long-term O&M of controls
 - Determine measurable goals
- Need to implement tracking process
- Annual Inspections
 - Certified BMP Inspector



Mayor Hines noted that this is a well vetted process and it is important to adhere. Will Larsen said other localities are following the process and noted that factors put Town into a Phase 2 locality. Councilman Moye asked if he was a certified inspector and can you teach our staff. Will Larsen said no, Dr. Hunt is one of the best. Dr. William Hunt said that we do take the training on the road and offer virtually.

Mayor Pro Tem Smith excused from meeting.

Dr. William Hunt, NC State University. He thanked Council for inviting him to be with them tonight.

Dr. William Hunt noted there are old tricks in the bag for the at least 30 years. Help prevent flooding; can contribute to erosion downstream. Must be managed to not get unsightly. Mayor Hines said hear are ponds any good; they do not do what they are supposed to do, thus the Town must be accountable. Dr. William Hunt said they are not the do all, be all. They are good for many purposes, especially sediment control, but not good at removing nitrogen and phosphorus. Councilman Moye we hear you talk about upkeep, as time goes forward maintenance is a problem. Dr. William Hunt said a good and real point. HOA must continue to maintain. Stormwater is infrastructure and must be maintained. Mayor Hines explain the difference in stormwater and flooding. Dr. William Hunt said stormwater control measures cannot control flooding. We need to educate people of the difference. Design measures for an appropriate size rain event. Town Manager Parker 3, 4, 5-inch storms can control water, but will stand. Dr. William Hunt said there is a limit of where water can go or dissipate into the soil. Low lying areas will have standing water areas.

Mayor Hines said thanks to all the speakers tonight.

ADJOURN:

Motion made by Councilwoman Roberson and seconded by Councilman Moye to adjourn the meeting. Motion carried unanimously, 2-0. Meeting adjourned at 6:32 pm.

Adopted this the 13th day of June 2022.

Richard E. Hines, Mayor Pro Tem

ATTEST:

Donald Harvey, Town Clerk

DRAFT



**WINTERVILLE TOWN COUNCIL
MONDAY, MAY 24, 2022 – 6:00 PM
BUDGET WORK SESSION #1 MINUTES**

The Winterville Town Council met in a Budget Work Session on the above date at 6:00 PM in the Town Hall Assembly Room, with Mayor Richard E. Hines presiding. The following were present:

Richard E. Hines, Mayor
Mark C. Smith, Mayor Pro Tem
Tony P. Moore, Councilman
Johnny Moye, Councilman
Paul A. Rice, Councilman
Veronica W. Roberson, Councilwoman
Terri L. Parker, Town Manager
Anthony Bowers, Assistant Town Manager
Ryan Willhite, Police Chief
David Moore, Fire Chief
Cliff McGuffin, Public Works Director
Robert Sutton, Electric Director
Jessica Manning, Finance Director
Evan Johnston, Parks and Recreation Director
Bryan Jones, Planning Director
Willie Gay, Code Enforcement Officer
Cynthia Haskins, Executive Staff Assistant
Donald Harvey, Town Clerk

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

INVOCATION: Councilman Moye gave the Invocation.

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

WELCOME: Mayor Hines welcomed the public.

APPROVAL OF AGENDA:

Manager Parker requested an amendment to the Agenda to add describe.

**Motion made by Councilman Moye and seconded by Mayor Pro Tem Smith to approve agenda.
Motion carried unanimously, 5-0.**

DINNER: Short Break for Dinner.

ITEMS FOR DISCUSSION: Fiscal Year 2022-2023 Recommended Budget. Town Manager Parker updated Council on the following information:

UNBALANCED DRAFT BUDGET VERSION #1 – FY 2022-2023

May 23, 2022

Mr. Ricky Hines, Mayor
Mr. Mark Smith, Mayor Pro-Tem
Mr. Tony Moore, Councilman
Mr. Johnny Moye, Councilman
Mr. Paul Rice, Councilman
Ms. Veronica Roberson, Councilwoman

RE: Unbalanced Draft Annual Budget (Version #1) for the 2022-2023 Fiscal Year

Dear Mayor and Members of the Town Council:

Town Staff is pleased to present the Version #1 of Draft Budget for Fiscal Year 2022-2023, beginning July 1, 2022 and ending June 30, 2023. The Draft Budget has been prepared in accordance with the NC Local Government Fiscal Control Act as required by NC General Statute Chapter 159-11.

Please keep in mind this Version #1 of the Draft Budget is unbalanced.

The Unbalanced Draft Budget:

- *includes no tax adjustments;*
- *includes no rate adjustments;*
- *some fee adjustments (discussion items);*
- *includes some restructuring and new positions;*
- *includes a few capital outlay requests;*
- *includes funding for Non-Town Agency requests – **discussion item**;*
- *includes contributions from the Water, Sewer, Storm water and Electric funds to the General Fund to compensate for administrative services;*
- *includes a 5% COLA for employees – **discussion item**;*
- *Health Insurance costs increased 0% and the town absorbed the costs for both the employee and dependent coverage;*
- *Dental Insurance premiums increased by 3%;*
- *\$25,000 is included to add to the OPEB (Other Post-Employment Benefits) reserve; and*
- *The Town is absorbing the whole costs of the Fire Department Hiring Grant. The Recruitment and Retention Grant still has part of a year left in place. The Town will absorb the full cost of that Grant in FY 2023-2024.*

Below is a brief budgetary summary of point of interests:

General Fund:

All revenues, which comprise the General Fund, have been forecasted in a conservative manner. Staff has reviewed the estimates for state-collected revenues published every year by the North Carolina League of Municipalities, current economic trends for Eastern North

Carolina, current nationwide economic trends and historical data from the Town. The proposed budget assumes a 98% collection rate for ad valorem taxes and a slight increase in local option sales tax. The inspections line references a full year's worth of anticipated revenue.

This Fund is **out of balance** by **(\$794,870)**. There is no General Fund balance appropriation included current, but there is a transfer from the Electric Fund to the General Fund in an amount of \$650,000 for the time being. This transfer amount is the same as FY 2021-2022.

General Fund departments include the Town Council, Administration, Human Resources, Inspections/GIS, Finance, Information Technology, Planning, Non-Departmental, Public Buildings, Ground and Lawn Maintenance, Police, Fire, EMS, Animal Control, Mosquito Control, Public Works, and Sanitation budgets. Expenses have again been forecasted in a conservative manner but approached in such a way that service to the citizens remains constant.

Some highlights (In addition to departmental requests) in the General Fund Departmental budgets include:

- Non-Town agency requests for FY 2020-2021 total \$230,500. The cash allocation requests for Non-Town Agency funding are as follows:
 - *Winterville Watermelon Festival* - \$50,000;
 - *Boys and Girls Club* - \$10,000;
 - *Winterville Chamber of Commerce* - \$24,000;
 - *Pitt County Council on Aging (Meals on Wheels)* - \$6,500;
 - *Rebuilding Together, Pitt County, NC* - \$15,000;
 - *Winterville Senior Citizens Club* - \$5,000;
 - *Young Scholars and Leaders Institute* - \$10,000 and;
 - *Pitt County Girls Softball* - \$110,000.
- The in-kind amount for Winterville Historical and Arts Society (WHAS) - \$11,750.
- The in-kind amount for the Winterville Chamber - \$1,000.
- Sheppard Memorial Library has requested a total of \$168,400.
- There is some Departmental restructuring in the Administration, Finance, Human Resource and Public Works Departments.

Recreation Fund:

Recreation revenues and expenditures have been estimated in a manner like the General Fund budget. This Fund was hit especially hard because COVID-19 had on programs but is **currently balanced**.

A transfer from General Fund to Recreation in the amount of \$961,023 has been included for budgetary purposes at this time.

Enterprise Funds Summary:

Electric Fund - There is a transfer from Electric Fund to General Fund in the amount of \$650,000 as is done annually to assist in covering the costs of operations. This amount is currently the same as FY 2021-2022.

The Electric Fund does not include any request for new positions however, there is some Departmental restructuring proposed. Due to the continued rapid expansion of our Town, substantial amount of capital work continues. This Fund is **currently out of balance** by **(\$1,031,600)**.

Water Fund – The Water Fund does not include any requests for new positions however, there is some Departmental restructuring proposed. There are no capital requests.

\$472,000 is included for water purchases for resale (which is more than FY 2021-2022). This amount covers the water currently purchased from Greenville Utilities. This Fund is **currently out of balance** by **(\$83,216)**.

Sewer Fund – The Sewer Fund does not include any request for new positions however, there is some Departmental restructuring proposed. There are also a few capital requests. This Fund is **out of balance** by **(\$224,927)**.

As you are aware, the Town is a member of the Contentnea Metropolitan Sewerage District (CMSD) and the District performs the treatment function of our sewer system. The Town pays its share based on a formula, which contains several components. The Town's appropriation to CMSD increased to \$1,142,866 that reflects the continued implementation of the system for charging member entities based entirely on flow.

Storm Water Fund – The Storm Water Fund does not include any request for new positions however, there is some Departmental restructuring proposed. There are also a few capital requests. This Fund is **out of balance** by **(\$15,021)**.

Conclusion:

It is with pleasure and an abundance of caution that Staff presents the **Version #1 FY 2022-2023 Unbalanced Draft Budget**. As you know, the cost of doing business continues to rise and as such, it requires us to assess our current revenue streams and adjust accordingly, while planning.

Staff looks forward to answering any questions you may have, and a Balanced Draft Budget will be submitted to you as soon as we collectively get there.

Thank you.

Terri L. Parker

Terri L. Parker
Town Manager

Jessica Manning

Jessica Manning
Finance Director

Anthony Bowers

Assistant Town Manager

Council, Town Manager Parker, and Staff discussed certain points in the presentation.

Updated Position by Department handed out and discussed.

Orange denotes part-time, seasonal and interim positions.

Town of Winterville
 Position By Department (REVISED)
 2022-2023 Fiscal Year

Department	Number of Positions	Position Title
Administration		
	1	Town Manager
	1	Assistant Town Manager
	1	Economic Development Planner
	1	Town Clerk
	1	HR Director
	1	Executive Staff Assistant
	1	Office Manager (Ops Center)
Total positions	7	Full -Time Total ONLY
Electric		
	1	Electric Director
	1	Electric Systems Superintendent
	1	Electric Line Crew Leader
	2	Electric Line Technician 1st Class
	0	Electric Line Technician 2nd Class
	2	Electric Line Technician 3rd Class
	1	Meter Electric Services Supervisor
	2	Meter Technician
	1	Part-Time Purchaser (15 hours)
Total positions	10	Full -Time Total ONLY
Information Technology		
		Contract with VCS
Finance		
	1	Finance Director
	1	Accounting Operations Manager
	1	Revenue Collector
	1	Purchasing Agent
	1	Utility Billing Coordinator
	2	Customer Service Representative
Total positions	7	Full-Time Total ONLY
Planning		
	1	Planning Director
Total positions	1	Full-Time Total ONLY
Police		
	1	Police Chief
	2	Police Lieutenant
	4	Police Sergeant
	2	Corporal
	12	Police Officer
	1	School Resource Officer
	1	Investigator
	1	Office Manager
	5	Police Reserve Positions
Total positions	24	Full-Time Total Only
Public Works		
	1	Public Works Director
	1	Public Works Superintendent
	4	Equipment Operator
	1	Senior Equipment Operator
	1	Electrician/Instrumentation Technician (swr)
	2	Utility/Pump Maintenance Mechanic (w/w)
	2	Sr. Utility/Pump Maintenance (w/w)
	1	Utility/Pump Maintenance Mechanic (swr)
	1	Construction Inspector (w/w)
	1	Sr. Equipment Operator (sw/w)
	1	Equipment Operator (sw/w)
	1	Part-Time Equipment Operator
Total positions	16	Full-Time Totals ONLY
Fire Dept.		
	1	Fire Chief
	1	Recruitment, Retention & Member Dev. Off.
	8	Engineer
	4	Freightier
	1	Office Manager
	1*	Part-time Inspector
	1*	Part-time Engineer
	2	Paramedic
Total positions	17	Full-Time Totals ONLY
Recreation		
	1	Parks and Recreation Director
	1	Recreation Program Supervisor
	1	Recreation Program Assistant
	1	Parks Maintenance Supervisor
	1	Park Maintenance Worker
	2	Part-time Site Supervisor
	1	Intern(s)
Total positions	5	Full-Time Totals ONLY
Inspections/GIS		
	1	Code Enforcement Officer/Bldg Inspector
	1	Part-time Building Inspector
	1	Building Inspector/GIS Technician
Total positions	2	Full-Time Totals ONLY

*The additional CSR position will be split between Finance and Inspection/GIS.

*Fire engineer - one person covers FD 2&3 so PT position is covered by several FT employees.

*Fire Inspector - PT position is covered by several PT employees.

NOTE: sum of the PT positions total meets the Town definition of PT for insurance and benefits purposes.
 Total Approved Full-Time Positions 89
 Total Funded Full-Time Positions 89 For FY 2022-2023

Handed out Cost Analysis of Potential Raises and discussed.

**Town of Winterville
Cost Analysis of Potential Raises
For Budget Year 2022-2023**

	Incremental Cost of 1%	7% COLA Raise	7.5% Raise
General Fund	\$ 67,552.74	151,213.26	\$ 177,204.35
Electric Fund	\$ 10,452.51	\$ 16,091.16	\$ 20,113.95
Water Fund	\$ 3,206.04	\$ 4,401.85	\$ 5,502.31
Sewer Fund	\$ 1,940.31	\$ 2,878.40	\$ 3,598.00
Stormwater Fund	\$ 1,596.28	\$ 2,062.05	\$ 2,577.56
	\$ 84,747.88	\$ 176,646.72	\$ 208,996.16

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve a 7.5% increase for all employees. Motion carried unanimously, 5-0.

Motion made by Councilman Moore and seconded by Councilman Moyer to approve a 7.5% increase for Mayor and Town Council. Motion carried, 4-1, Mayor Pro Tem Smith opposed.

NTA requests were discussed with the following actions taken:

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve \$50,000 for the Winterville Watermelon Festival. Motion carried unanimously, 5-0.

Motion made by Councilman Moyer and seconded by Mayor Pro Tem Smith to approve \$5,000 for the Boys & Girls Club. Motion carried, 3-2, Councilman Moore and Councilwoman Roberson opposed.

Motion made by Councilman Moyer and seconded by Councilman Rice to approve \$20,000 for the Winterville Chamber of Commerce. Motion carried , 4-1, Councilman Moore opposed.

Motion made by Councilwoman Roberson and seconded by Councilman Moore to approve \$6,500 for the Pitt County Council on Aging. Motion carried unanimously, 5-0.

Motion made by Councilwoman Roberson and seconded by Councilman Moyer to approve \$15,000 for the Rebuilding Together Pitt County, NC. Motion failed, 2-3, Councilman Moore, Councilman Rice, and Mayor Pro Tem Smith opposed.

Motion made by Councilman Moyer and seconded by Councilwoman Roberson to approve \$3,500 for the Winterville Senior Citizens Club. Motion carried, 4-1, Councilman Moore opposed.

Motion made by Mayor Pro Tem Smith and seconded by Councilman Moyer to approve \$168,400 for the Sheppard Memorial Library. Motion carried unanimously, 5-0.

Mayor Hines noted that we need to tighten the guidelines for non-town agency requests.

Council, Town Manager Parker and Staff continued discussion on presentation.

Updated Fees handed out and discussed.

General:

Cemetery Plots

In Town	In the ETJ	Out of Town*
\$450.00	\$650.00	\$1,000.00

**Out of Town purchaser must provide proof of immediate family having purchased plot/plots in the cemetery previously, with a lifetime maximum purchase of two (2) plots for Out of Town purchasers.*

Opening and closing cemetery plots \$500.00.
 Cremation Opening \$200.00.
 After-hour arrangements (opening/closing/locating) \$150.00 additional.

Cable TV Franchise Application \$5,000.00 (non-refundable).

Taxicab Initial Franchise Application Fee \$30.00.
 Taxicab Renewal Franchise Application Fee \$19.00.
 Taxicab Annual Inspection Fee \$20.00.
 Taxicab Drivers Permit Application Fee \$15.00.

Solicitation Permit \$10.00.

Driveways and Curb Cutouts Cost of material or \$200.00 minimum.

Community Building Rental

In Town	Out of Town
\$125.00	\$200.00

Refundable Deposit of \$100 required.

Operation Center Room Rental

In Town	Out of Town
\$125.00	\$200.00

Refundable Deposit of \$100 required.

Planning and Zoning:

Site Development Plans (both residential and non-residential)

Submittal Fee ~~\$250.00~~ \$500.00
 Resubmittal Fee (Charged at 3rd Re-submittal)*** Additional Base Fee.

***Charged when re-submittal due to project designer's failing to address city comments/requirements.

Zoning Ordinance Amendment Filing Fees

Text Amendment ~~\$350.00~~ flat fee. \$500.00
 Map Amendment ~~\$350.00~~ \$500.00 + \$50 per acre not to exceed \$1,000.

Subdivision Plat Review Fee/Filing Fee:

Preliminary Plat ~~\$250.00~~ \$350.00 base fee plus \$50.00 per acre or not to exceed \$1,000.00.
 Final Plat ~~\$150.00~~ \$250.00 base fee plus \$50.00 per acre not to exceed \$1,000.00.

Storm water Review Fee \$500.00 per project. (NEED TO DETERMINE BASED ON WOOTEN CONTRACT FEES – POTENTIALLY \$1000.00)

Zoning Compliance Certificate Fee:

Residential	- New construction or addition -	\$25.00 \$50.00
	- Remodeling, no addition -	\$20.00 \$40.00
	- Accessory building -	\$15.00 \$30.00
Non-Residential	- New construction or addition -	\$35.00 \$75.00
	- Remodeling, no addition -	\$30.00 \$60.00
	- Accessory building -	\$25.00 \$50.00
Signs-		\$25.00 \$50.00

Special Use Permit Application Filing Fee - ~~\$250.00~~ \$500.00
 Variance Application Filing Fee - ~~\$250.00~~ \$500.00
 Zoning Appeal Filing Fee - ~~\$250.00~~ \$500.00

Copy of Zoning Ordinance- ~~\$15.00~~ \$30.00
 Copy of Subdivision Ordinance- ~~\$10.00~~ \$20.00

Copies of Maps
 E Size Plot Map ~~\$20.00~~ \$40.00
 D Size Plot Map ~~\$15.00~~ \$30.00

Recreational Payment in Lieu of Dedication –
 Current assessed market value of the land to be subdivided multiplied by the number of acres to be dedicated.

**Current Fee **Proposed Fee

Terri Parker

From: Robert Sutton
Sent: Wednesday, May 18, 2022 4:03 PM
To: Anthony Bowers
Cc: Terri Parker
Subject: RE: Rate Schedule Changes

Anthony,

Adding a separate residential neighborhood entrance sign lighting schedule would certainly be reasonable. The Town's Rate Schedules requires residential entry sign lighting to be billed as a small general service. This designation includes a \$34.50 Facility Charge and energy charges of \$0.1153 per kWh. The commercial Facility Charge is normally included because the electric demand required for a small general service type commercial facility often necessitates infrastructure investment (transformers, cabinets, larger wire sizes, etc.) not seen for a simple lighting request. I think a residential neighborhood entrance sign lighting Facility Charge could be considerably reduced compared to a Small General Service Facility Charge while still allowing for the responsible recovery of the Town's associated installation and M&R costs. Using this information, I would suggest the introduction of a new TOW Rate Schedule for "Neighborhood Entrance Sign Lighting." Under this schedule the fixtures would be owned by the HOA and it would be a metered service. This new schedule would include a reduced Facility Charge of \$7.50 per month and energy charges of \$0.1151 per kWh.

I also think it would be prudent to introduce a "catch-all" type Rate Schedule for line extensions and development required infrastructure improvements. This schedule would apply to incidents where the Town was required to extend it's infrastructure in excess of what would normally be expected, i.e., extend a line from the road into a farm for example. This is particularly costly when the recovery for the extension may be decades if ever. For these instances, I think we should include a "Construction Rate Schedule" consisting of the cost of labor and materials plus 20%.

Please let me know if you have questions.

Thanks,
Robert

From: Anthony Bowers <anthony.bowers@wintervillenc.com>
Sent: Wednesday, May 18, 2022 1:44 PM
To: Robert Sutton <robert.sutton@wintervillenc.com>
Subject: Rate Schedule Changes

Hey Just a reminder that the changes were due to Terri on the 13th. Do you have anything on the subdivision entrance sign lighting rate schedule that we discussed?

This is scheduled to be presented to the council Monday.

Thanks,

Anthony Bowers
Assistant Town Manager
Town of Winterville
252.756.2221 Ext 2348

Motion made by Mayor Pro Tem Smith and seconded by Councilman Moye to approve updated fees as presented. Motion carried unanimously, 5-0.

Council, Town Manager Parker, and Staff discussed the cemetery expansion and cost of plots.

Motion made by Mayor Pro Tem Smith and seconded by Councilman Moore to approve price of cemetery plot at \$800 per plot for residents living in Town limits, \$1,200 per plot for residents living in the official ETJ, and no sales to persons living outside of the Town and ETJ limits. Motion carried unanimously, 5-0.

Motion made by Councilman Moore and seconded by Councilman Rice to cancel Budget Workshop #2 scheduled for Thursday. Motion carried unanimously, 5-0.

ADJOURN:

Motion made by Councilman Moore and seconded by Councilwoman Roberson to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 8:03 pm.

Adopted this the 13th day of June 2022.

Richard E. Hines, Mayor Pro Tem

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: June 13, 2022

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Budget Amendment 2021-2022-8

Action Requested: Approve the Budget Amendment.

Attachment: Budget Amendment 2021-2022-8

Prepared By: Anthony Bowers, Finance Director

Date: 6/8/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

The eighth budget amendment for the 2021-2022 Fiscal Year is still being prepared at the time of publication of the Agenda Packet due to end of year expenditures and purchase orders. Budget Amendment 8 will be distributed at the Meeting and explained in detail.

Budgetary Impact: TBD.

Recommendation: Approve the Budget Amendment.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: June 13, 2022

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Cemetery Update: Summary of activities, new regulations, and etc.

Action Requested: Council Direction.

Attachment: NA.

Prepared By: Terri L. Parker, Town Manager

Date: 6/1/2022

ABSTRACT ROUTING:

TC: 6/6/2022

TM: 6/9/2022

Final: tjp - 6/9/2022

Supporting Documentation

As the Town moves toward with the Cemetery Expansion project, it is time for Council to look at current regulations to make sure we are where we want to be moving forward. Table moved this item to Tonight's Agenda to give time to review current regulations which have been provided to Council twice before.

Budgetary Impact: TBD.

Recommendation: Council Direction.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2022

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: 2022-2023 Fiscal Year Budget Ordinance.

Action Requested: Adoption of Budget Ordinance.

Attachment: Draft FY 2022-2023 Budget Ordinance.

Prepared By: Terri L. Parker, Town Manager

Date: 6/8/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

Attached please find the Draft Budget Ordinance for the 2022-2023 Fiscal Year. The Budget Ordinance reflects totals from the Draft Balanced Budget as presented and discussed at the Budget Public Hearing held on Monday, June 6, 2022.

Budgetary Impact: As presented.

Recommendation: Staff recommends Council adoption of the Ordinance.

**TOWN OF WINTERVILLE
BUDGET ORDINANCE
FISCAL YEAR 2022-2023**

BE IT ORDAINED by the Governing Board of the Town of Winterville, North Carolina:

SECTION 1: It is estimated that the following revenues will be available in the General Fund for the Fiscal year beginning July 1, 2022 and ending June 30, 2023:

Ad Valorem Taxes	4,705,623
Other Taxes and Licenses	3,431,465
Permits and Fees	12,500
Sanitation Fees	577,623
Investment Income	11,812
Inspections	207,526
Miscellaneous Income	165,311
Grant Revenue	78,861
Inter-Fund Transfer	
Services	1,363,639
Electric Fund Contribution	650,000.00
EMS Contribution	180,388
Fund Balance Appropriation	507,102
Debt Proceeds	0
Total	11,891,850

SECTION 2: The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

Governing Board	118,894
Administration	794,695
Finance	913,366
Inspections	292,099
Human Resources	268,970
Information Technology	457,750
Planning Department	162,710
Public Buildings	575,397
Grounds and Maintenance	57,000
Police Department	2,497,980
Fire Department	2,152,770
EMS Department	183,208
Animal Control	15,627
Mosquito Control	8,600
Public Works	997,453
Sanitation	607,300
Non-Departmental	1,788,031
	11,891,850

SECTION 3: The following revenues will be available in the Recreation Fund for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

Program Fees	\$133,250
Concession Income	\$52,000
<u>General Fund Transfer</u>	<u>\$936,670</u>
	\$1,121,920

SECTION 4: The following amount is hereby appropriated in the Recreation Fund for operation of the Winterville Recreation Programs during the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

<u>Recreation Department</u>	<u>\$1,121,920</u>
	\$1,121,920

SECTION 5: It is estimated that the following revenues will be available in the Powell Bill Fund for the Fiscal year beginning July 1, 2022 and ending June 30, 2023:

Grant Funding	\$277,187
<u>Interest Income</u>	<u>\$0</u>
	\$277,187

SECTION 6: The following amount is hereby appropriated in the Powell Bill Fund for the operation of the Powell Bill Program for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

<u>Powell Bill</u>	<u>\$277,187</u>
	\$277,187

SECTION 7: It is estimated that the following revenues will be available in the Home Housing Program Fund for the Fiscal year July 1, 2022 and ending June 30, 2023:

<u>General Fund Contribution</u>	<u>\$0</u>
	\$0

SECTION 8: The following amount is hereby appropriated in the Home Housing Program Fund for the operation of the Urgent Repair and Housing Program for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

<u>Contracted Service</u>	<u>\$0</u>
	\$0

SECTION 9: It is estimated that the following revenues will be available in the Fire Grant Fund for the Fiscal year July 1, 2022 and ending June 30, 2023:

Grant Funding	\$32,813
<u>General Fund Contribution</u>	<u>\$100,461</u>
	\$133,274

SECTION 10: It is estimated that the following appropriations will be available in the Fire Grant Fund for the Fiscal year July 1, 2022 and ending June 30, 2023:

<u>Fire Grant Fund</u>	<u>\$133,274</u>
	\$133,274

SECTION 11: It is estimated that the following revenues will be available in the Electric Enterprise Fund for the Fiscal year July 1, 2022 and ending June 30, 2023:

Sales and Service	\$7,308,895
<u>Retained Earnings</u>	<u>\$912,168</u>
	\$8,221,063

SECTION 12: The following amount is hereby appropriated in the Electric Enterprise Fund for the operation of the electric utility for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

<u>Electric Department</u>	<u>\$8,221,063</u>
	\$8,221,063

SECTION 13: It is estimated that the following revenues will be available in the Water Enterprise Fund for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

<u>Sales and Service</u>	<u>\$1,661,847</u>
	\$1,661,847

SECTION 14: The following amount is hereby appropriated in the Water Enterprise Fund for the operation of the water utility for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

<u>Water Department</u>	<u>\$1,661,847</u>
	\$1,661,847

SECTION 15: It is estimated that the following revenues will be available in the Sewer Enterprise Fund for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

<u>Sales and Service</u>	<u>\$2,643,646</u>
	\$2,643,646

SECTION 16: The following amount is hereby appropriated in the Sewer Enterprise Fund for the operation of the sewer utility for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

<u>Sewer Department</u>	<u>\$2,643,646</u>
	\$2,643,646

SECTION 17: It is estimated that the following revenues will be available in the Stormwater Fund for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

<u>Sales and Service</u>	<u>\$530,512</u>
	\$530,512

SECTION 18: The following amount is hereby appropriated in the Stormwater Fund for the operation of the Storm Water utility for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023:

<u>Storm Water Department</u>	<u>\$530,512</u>
	\$530,512

SECTION 19: There is hereby levied a tax at the rate of forty-seven and one-half cents (\$.475) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2022 for the purpose of raising the revenue listed as "Ad Valorem Taxes" in the General Fund in Section 1 of this ordinance. This rate is based on a total estimated valuation of property for the purposes of taxation of \$838,983,463 and an estimated rate of collection of 98% for real and personal property, 100% for vehicles.

SECTION 20: The Town Manager (Budget Officer) is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. May amend line item appropriations within any Fund as long as the total appropriation of that Fund is not changed. A record of any such amendments shall be maintained by the Finance Director for public inspection.
- b. May not transfer any amounts between funds, unless approved by the Governing Board through an amendment to the Budget Ordinance.

SECTION 21: The attached Fee and Utility Rate Schedules are hereby adopted for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023.

SECTION 22: The attached Pay and Classification Plan is hereby adopted for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023.

SECTION 23: Copies of the Budget Ordinance shall be furnished to the Town Clerk to the Governing Board and to the Town Manager (Budget Officer) to be kept on file by them for their direction in the disbursement of funds.

Adopted this 13th day of June, 2022.

Ricky Hines, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2022

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Wintergreen Commons Sports Complex – Preliminary Plat.

Action Requested: Approval of Preliminary Plat.

Attachment: Preliminary Plat.

Prepared By: Bryan Jones, Planning Director

Date: 6/1/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

Wintergreen Commons Sports Complex – Preliminary Plat:

Location: Laurie Ellis Road at its intersection with Mill Street / Winterville Parkway.

Parcel Number: 1620

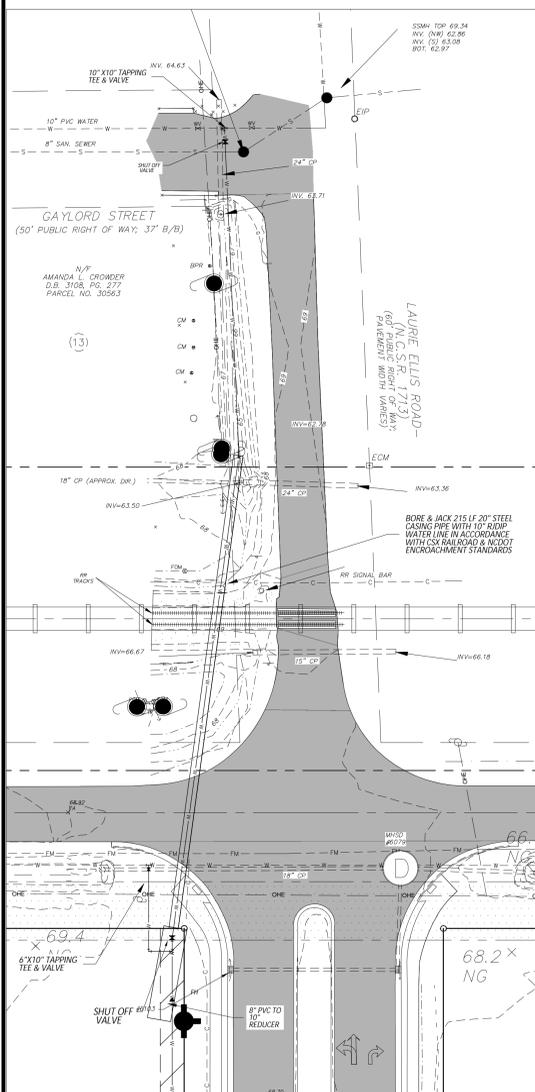
Site Data: 4 Lots, 48.68 Acres.

Zoning District: Industrial.

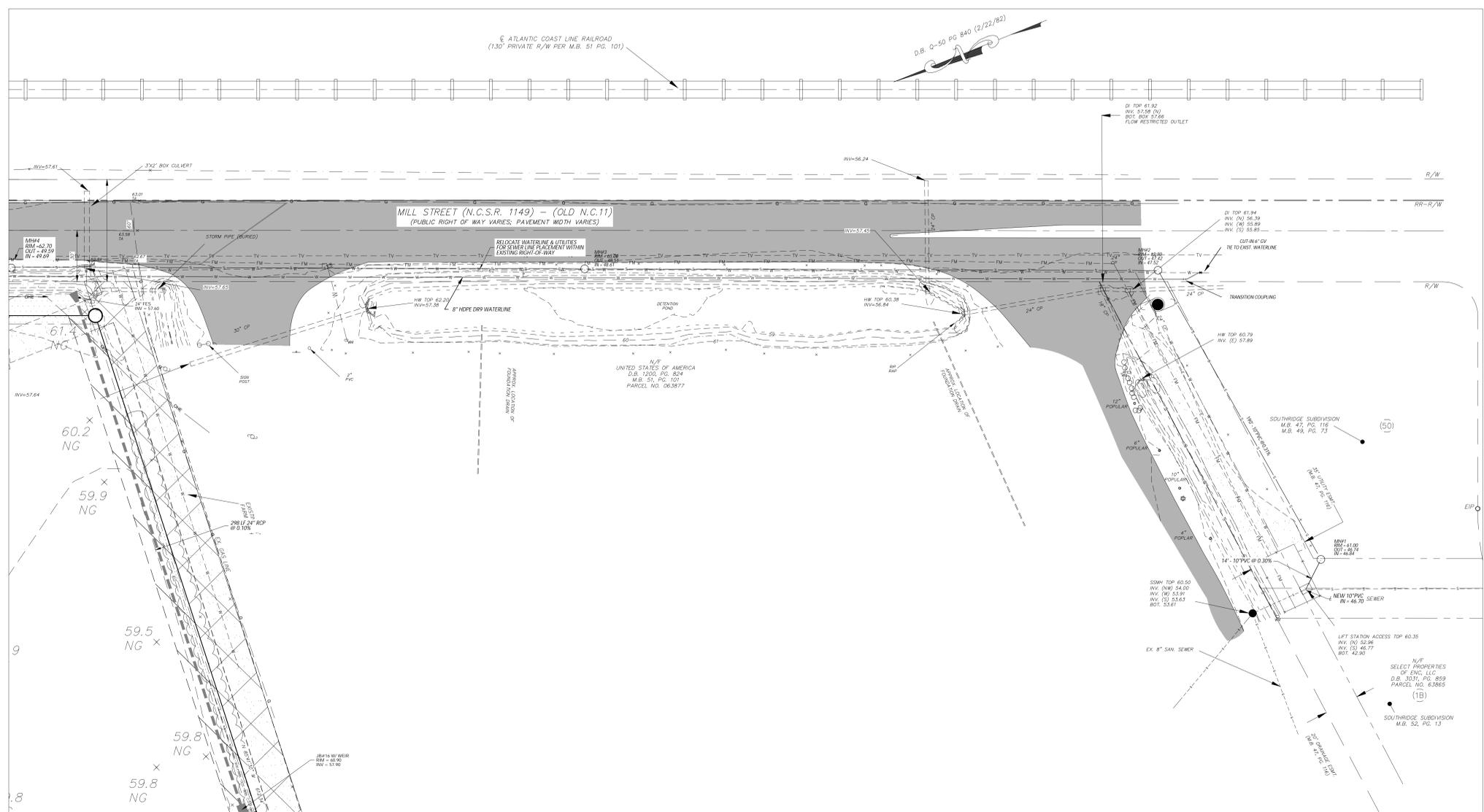
- ❖ Winterville Technical Review Committee reviewed the Preliminary Plat on May 3, 2022.
- ❖ Planning and Zoning Board unanimously recommended approval on May 18, 2022.

Budgetary Impact: TBD.

Recommendation: Approve Preliminary Plat.



DETAIL "A"
SCALE: 1" = 30'



DETAIL "B"
SCALE: 1" = 30'

LEGEND

	PROP STORM SEWER DI
	PROP STORM SEWER
	PROP WATER LINE
	PROP FIRE HYDRANT
	PROP SANITARY SEWER
	PROP SANITARY SEWER MH
	PROP R/W
	EXIST CONTOUR
	CENTERLINE DITCH



Planning Board Approval:
I HEREBY CERTIFY THAT THIS PRELIMINARY PLAN WAS RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD OF THE TOWN OF WINTERVILLE ON THE ____ DAY OF _____, 2022.

CHAIRMAN, PLANNING BOARD _____
DATE: _____

Town Council Approval:
I HEREBY CERTIFY THAT THIS PRELIMINARY PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF WINTERVILLE ON THE ____ DAY OF _____, 2022.

MAYOR _____
DATE: _____

REVISIONS:

NO.	DESCRIPTION	DATE	BY

WINTERGREEN COMMONS SPORTS COMPLEX
UNITED PROPERTIES, PL, LLC
WINTERVILLE TOWNSHIP - NORTH CAROLINA
PITT COUNTY

Preliminary Plat

DATE: 04/12/2022
DESIGNED BY: BKE
DRAWN BY: BKE
CHECKED BY: JSJ
PROJECT NO: 2021136
DRAWING NO: E-373
SCALE: 1" = 100'
SHEET NO: C-2

742 McKnight Drive
Suite 200
Knightsdale, NC 27545
(919) 295-5463

Rivers
& ASSOCIATES, INC.
Since 1918
riversandassociates.com

Engineers
Planners
Surveyors
Landscape Architects





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2022

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Reappoint of Planning and Zoning Board Members with Expiring Terms.

Action Requested: Reappoint/Appoint Members to the Planning and Zoning Board.

Attachment: Volunteer Applications.

Prepared By: Bryan Jones, Planning Director

Date: 6/7/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

The following Planning and Zoning Board Members have terms that will expire on June 30, 2022:

- Peggy Cliborne
- Darlene Gardner
- Douglas Kilian
- Gregory Monroe
- Michael Weldin

All members have expressed their desire to be reappointed to the Planning and Zoning Board.

Also, Mr. Rony Fleming has resigned from the Board. Staff requests that the current alternate member, Brandy Daniels, be appointed to fill Mr. Fleming's regular member seat. In conjunction, Staff requests that Council appoint one of the following applicants on file to fill the vacant alternate seat (listed in order of receipt):

- Dr. Glenn E. Johnson (P & Z - 1st choice)
- Anthony Bell (P & Z - 1st choice)
- Morris Luton (P & Z - 2nd choice)
- Domini Cunningham (P & Z - 1st choice)

Budgetary Impact: TBD.

Recommendation: Reappoint/Appoint Planning and Zoning Board Members.

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

Board of Adjustment X Planning and Zoning Board
Recreation and Parks Advisory Board Stormwater Advisory Committee

*Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Dr. Glenn E. Johnson Home Phone Number: 251-565-8436

Address: 459 Williamston Dr. Winterville, NC Business Phone Number: 252-902-9222

Employed By: None Occupation: Retired - SSD

Name of High School Attended: Asbury Park High School

College or University Attended: Shepherd's Care Bible College

How long have you been a resident of Winterville? 5 Years

Have you served on a board/commission of the town? () Yes (X) No

If yes, please indicate which one(s):

Current membership in organization and offices held: A New Day Outreach Center (Board Member) Resurrected Order of Buffalo Soldiers (East Coast Executive Officer)

Past membership in organizations and offices held: Fraternal Order of Police (Lodge 21 Treasurer)

State why you feel you would be an asset to this board/commission. I can contribute knowledge and advice on various public concerns and information.

Signature: Date:

Please Return To: Town of Winterville Town Clerk's Office P.O. Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional.

Ethnic Group: X African American Sex: Female X Male U.S. Citizenship: Yes Yes No Birth Date: 04-13-1960

11-9-2021



RECEIVED
PAH

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- Board of Adjustment
- Planning and Zoning Board
- Recreation and Parks Advisory Board
- Stormwater Advisory Committee
- Human Relations Board

❖ Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Anthony Bell

Address: 339 Barrel Dr
Winterville, NC 28590

Home Phone #: 252-916-9122 Business Phone #: _____

Email Address: Bell19285@yahoo.com

Employed By: United States Postal Service Occupation: Postmaster

Name of High School Attended: Greenwood High School Greenwood MS

College or University Attended: _____

How long have you been a resident of Winterville? 18 yrs

Have you served on a board/commission of the town? () Yes () No

If yes, please indicate which one(s): _____

Current membership in organization and offices held: _____

National Association of Supervisors

Past membership in organizations and offices held: _____

State why you feel you would be an asset to this board/commission. _____

Alone with everyone else I would like to see Winterville grow and become a better TOWN for its Citizens.

Signature: Anthony Bell Date: 11/08/2021

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Ethnic Group:	Sex: _____ Female <input checked="" type="checkbox"/> Male
<input checked="" type="checkbox"/> African American	
<input type="checkbox"/> American Indian	US Citizenship: <input checked="" type="checkbox"/> Yes _____ No
<input type="checkbox"/> Asian or Pacific Islander	
<input type="checkbox"/> Caucasian	Birth Date: _____
<input type="checkbox"/> Hispanic	

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- 1 Board of Adjustment
2 Planning and Zoning Board
3 Recreation and Parks Advisory Board
4 Stormwater Advisory Committee
5 Human Relations Board

Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Morris Luton
Address: 626 Main Street Winterville NC 28590

Home Phone #: 252-378-8516 Business Phone #: none

Email Address: mdluton@yahoo.com

Employed By: Retired Occupation: Field Technical Services

Name of High School Attended: Plymouth High School Plymouth NC

College or University Attended: Pitt Community Collage, Beaufort Community Collage

How long have you been a resident of Winterville? 32 Years

Have you served on a board/commission of the town? () Yes (x) No

If yes, please indicate which one(s):

Current membership in organization and offices held: None

Past membership in organizations and offices held: WintervilleFire Department Satation 41
Town of Winterville Fire Department

State why you feel you would be an asset to this board/commission. I have lived in this town for a long time and have seen many changes to my community. I want to help this town grow and prosper so the next generations can live and enjoy what this town has to offer.

Signature: Morris Luton Date: 01/31/2021

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Form with fields for Ethnic Group, Sex, US Citizenship, and Birth Date. Includes checkboxes for African American, American Indian, Asian or Pacific Islander, Caucasian, and Hispanic. Sex is marked Male (X). US Citizenship is marked Yes (X). Birth Date is 02/03/1958.

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- Board of Adjustment 1 Planning and Zoning Board
2 Recreation and Parks Advisory Board 3 Stormwater Advisory Committee
Human Relations Board

Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Domini Cunningham, PLA
Address: 502 Williamston Dr., Winterville, NC 28590

Home Phone #: 305.333.3095 Business Phone #: 252.946.0897

Email Address: dcunningham@washingtonnc.gov / domini.cunningham@gmail.com

Employed By: City of Washington Occupation: Community Development Planner

Name of High School Attended: School for Advanced Studies (Miami, FL)

College or University Attended: FIU (Undergraduate, FL), Auburn University (Graduate, AL)

How long have you been a resident of Winterville? 5 yrs

Have you served on a board/commission of the town? () Yes (X) No

If yes, please indicate which one(s): n/a

Current membership in organization and offices held: American Society of Landscape Architects, member; American Planning Association, member

Past membership in organizations and offices held:

State why you feel you would be an asset to this board/commission. Over the past 15 years I've worked to improved the lives of a number of communities either through design or planning administration and the skills and knowledge I've gained along the way would be an asset for Winterville

Signature: Domini Cunningham Date: 01.28.2022

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Form with fields for Ethnic Group, Sex, US Citizenship, and Birth Date.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2022

Presenter: Evan Johnston, Director of Parks and Recreation

Item to be Considered

Subject: Reappoint Recreation Advisory Board Members with Expiring Terms.

Action Requested: Reappoint Kirby Bryson, Carolyn Wanczyk, and Randy Bowers to the Recreation Advisory Board

Attachment: Applications on file.

Prepared By: Evan Johnston, Director of Parks and Recreation

Date: 6/2/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

Recreation Advisory Board Members:

The Recreation Advisory Board (RAB) is made up of seven (7) Resident members, two (2) Non-Resident (ETJ) members, and one (1) Alternate member that may be a resident or non-resident.

The Recreation Advisory Board (RAB) has three (3) members whose term expiration is June 30, 2022 and have requested to be appointed to an additional term. Following is list of said members and their membership type: Kirby Bryson (Resident), Carolyn Wanczyk (Resident), and Randy Bowers (Resident).

Staff recommends that all current members, as listed above, be appointed to an additional two (2) year term on the Recreation Advisory Board.

Staff would like to note that there are applications on file in which applicant indicated interest in Recreation Advisory Board:

- Katrina Jones - Resident: Listed Recreation Advisory Board as number two (2) priority.
- Melanie Miller - Resident: Listed Recreation Advisory Board as number one (1) priority.
- Stephanie Ham - Resident: Listed Recreation Advisory Board as number one (1) priority.

Budgetary Impact: None.

Recommendation: Reappoint Kirby Bryson, Carolyn Wanczyk, and Randy Bowers to the Recreation Advisory Board.

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- Board of Adjustment
- Planning and Zoning Board
- 2 Recreation and Parks Advisory Board
- Stormwater Advisory Committee
- 1 Human Relations Board

❖ Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Katrina Jones

Address: 157 Cedar Ridge Dr
Winterville NC 28590

Home Phone #: 252 814 0356 Business Phone #: _____

Email Address: kmissb@hotmail.com

Employed By: Teillon Occupation: _____

Name of High School Attended: McIntosh High School

College or University Attended: Allegheny College

How long have you been a resident of Winterville? 14 yrs

Have you served on a board/commission of the town? () Yes () No

If yes, please indicate which one(s): _____

Current membership in organization and offices held: Winterville Citizen

Past membership in organizations and offices held: Recreation and Park in Pennsylvania - Secretary on Board

State why you feel you would be an asset to this board/commission. I have a passion to create a warm and successful community and believe that my background can be of service

Signature: Katrina Jones Date: 5/3/21

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Ethnic Group:	Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male
<input checked="" type="checkbox"/> African American	US Citizenship: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> American Indian	Birth Date: _____
<input type="checkbox"/> Asian or Pacific Islander	
<input type="checkbox"/> Caucasian	
<input type="checkbox"/> Hispanic	

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- _____ Board of Adjustment
- _____ Planning and Zoning Board
- 1 _____ Recreation and Parks Advisory Board
- _____ Stormwater Advisory Committee
- 2 _____ Human Relations Board

❖ Require in-town residency or in the Town’s ETJ to be appointed to any volunteer board.

Name: Melanie Grotjan Miller _____

Address: 413 Glacier Pl, Winterville, NC 28590 _____

Home Phone #: 252-412-7275 _____ Business Phone #: 252-379-4303 _____

Email Address: melgrot@gmail.com _____

Employed By: SDS Restaurant Group _____ Occupation: Director of Human Resources

Name of High School Attended: DH Conley _____

College or University Attended: East Carolina University _____

How long have you been a resident of Winterville? 9 years most recently, 28 years total

Have you served on a board/commission of the town? () Yes (X) No

Current membership in organization and offices held: Member of Crosspointe Church and NCCSHRM (NC Coastal Society for Human Resources Management)

Past membership in organizations and offices held: _____

State why you feel you would be an asset to this board/commission. Parks & Rec – I have 3 children who have played and are still playing rec sports in Winterville, Pitt Community Schools & Rec, Ayden, and Greenville. My daughter also plays on a travel soccer team for PGSA. With Winterville’s growth, I would love to see the town increase and improve parks and rec program offerings so local families have affordable recreation opportunities close to home.

Human Relations Board – I have spent the past 20 years working in Human Resources in both the retail and restaurant industries. In these positions, I’ve had the opportunity to work with a very diverse population of varying ages, ethnicities, and backgrounds. In these roles, I’ve had the opportunity to see people from a variety of background develop from teenagers in their first job to professional leaders, which is very rewarding. I feel that communities are strongest when they come together for the good of all citizens. Winterville has done an amazing job of keeping the hometown community spirit I knew growing up here and it’s important to ensure that continues as we grow.

Signature: Melanie D Miller _____ Date: 1-27-22 _____

Please return to: Town of Winterville Town Clerk’s Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- Board of Adjustment
- Planning and Zoning Board
- 1st Recreation and Parks Advisory Board
- Stormwater Advisory Committee
- 2nd Human Relations Board

❖ Require in-town residency or in the Town's ETJ to be appointed to any volunteer board

Name: Stephanie Ham

Address: 323 Windmill Drive
Winterville

Home Phone # 252 814 8870 Business Phone # N/A

Email Address: stephanie.ham08@gmail.com

Employed By: Jarvis Preschool Occupation: Teacher

Name of High School Attended: Bethel Christian Academy

College or University Attended: University of Mount Olive

How long have you been a resident of Winterville? 18 years

Have you served on a board/commission of the town? () Yes (x) No

If yes, please indicate which one(s): _____

Current membership in organization and offices held: Treasurer - W.H. Robinson PTA
Treasurer - Winterville Watermelon Festival

Past membership in organizations and offices held: President +
Fundraising Chair - W.H. Robinson PTA

State why you feel you would be an asset to this board/commission: I live across

the street from the Winterville Park, my children participate
in P&E sports, we spend a lot of time at Hillcrest Park...

Signature: Stephanie Ham Date: 2/8/22

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Ethnic Group:	Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male
<input type="checkbox"/> African American	US Citizenship: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> American Indian	Birth Date: <u>3/30/1976</u>
<input type="checkbox"/> Asian or Pacific Islander	
<input checked="" type="checkbox"/> Caucasian	
<input type="checkbox"/> Hispanic	

I would like to be involved with budget and policies / procedures by out park & rec.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2022

Presenter: Evan Johnston, Director of Parks and Recreation

Item to be Considered

Subject: Parks and Recreation Maintenance Shop Task Order 36.

Action Requested: Approve Task Order Number 36 of the associated Engineering Services Agreement with the Wooten Company.

Attachment: Task Order Number 36.

Prepared By: Evan Johnston, Director of Parks and Recreation

Date: 6/1/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

The Town of Winterville currently has an Engineering Services Agreement with the Wooten Company. Task Order Number 36 would be an addition to Engineering Services Agreement. The Task Order includes professional services for design, bid, and construction of a new Parks and Recreation Department maintenance shop. If approved, the Wooten Company would act as our authorized agent from start to finish of the project. The fees associated with the Task Order are \$32,500 and would not be exceeded without written consent of the Town.

Budgetary Impact: Cost of Task Order 36, \$32,500, are included in current Fiscal Year budget.

Recommendation: Approve Parks Maintenance Shop Task Order 36 with the Wooten Company.

This is **Task Order No. 36**
consisting of 3 pages.

Task Order No. 36 – Parks and Recreation Maintenance Shop

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated **September 10, 2015** ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: **Winterville: Parks and Recreation Maintenance Shop**

B. Description: **Assist the Town of Winterville with the design and construction of a 30' x 40' pre-engineered building to facilitate parks and recreation operations and maintenance activities.**

2. Services of Engineer (See Appendix 1 for a detailed description of the scope of services).

- Design Services
- Bidding or Negotiating Services
- Construction and Commissioning Services

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: **No modifications**

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>Technical Design & Bidding</u>	<u>4 Months from NTP</u>
<u>Construction Administration/RPR Services Completion</u>	<u>6 Months from NTP</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Design Development Services	Lump Sum	\$25,000.00
Construction Services	Hourly Rate	\$7,500.00
TOTAL		\$32,500.00

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. Estimated ceiling fees will not be exceeded without written consent of the Owner.

6. Consultants: **None**

7. Other Modifications to Agreement: **None**

8. Attachments: **Appendix 1: Scope of Services**

Appendix 2: Standard Hourly Rate Schedule

9. Documents Incorporated By Reference: **None**

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:

Town of Winterville

By (Signature): _____

Typed Name: **Terri L. Parker**

Title: **Town Manager**

Date Signed: _____

ENGINEER:

**L.E. Wooten & Company dba
The Wooten Company**

By (Signature): 

Typed Name: **W. Brian Johnson, PE**

Title: **Vice President**

Date Signed: **5/24/2022**

Engineer License or Firm's
Certificate No. **F-0115**
State of: **NC**

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: **Evan Johnston**

Title: **Director of Parks and Rec**

Address: **2936 Church Street
Winterville, NC 27886**

E-Mail
Address: **Evan.Johnston@wintervillenc.com**

Phone: **(252) 756-1487**

Fax: **(252) 756-1368**

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: **William A. Larsen, P.E.**

Title: **Project Manager**

Address: **301 W. 14th Street
Greenville, NC 27834**

E-Mail
Address: **wlarsen@thewootencompany.com**

Phone: **(252) 757-1096**

Fax: **(252) 757-3221**



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2022

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: The Wooten Company – General Service Task Order.

Action Requested: Approval of the Task Order 37.

Attachment: Wooten Company Task Order 37 Agreement.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 6/9/2022

ABSTRACT ROUTING:

TC: 6/9/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

Attached you will find the General Services Contract for The Wooten Company. This is Task order 37 and is for Fiscal Year 2022-2023. The value of the contract is \$35,000. This is an increase of \$10,000 over last year. This is the result of the increased growth, and demand for this services for The Wooten Company to assist the Town with the multitude of projects we have underway.

Budgetary Impact: This is covered by our annually adopted Budget.

Recommendation: Staff recommends Council approve the contract.

APPENDIX 1
TO THE
ENGINEERING SERVICES AGREEMENT
BETWEEN
THE TOWN OF WINTERVILLE
AND
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY
FOR
SCOPE OF SERVICE
TO
WINTERVILLE: PARKS AND RECREATION MAINTENANCE SHOP

The following Attachment shall become a part of the Contract Agreement.

PROJECT INCLUDES

The project includes the following proposed improvement Assist the Town of Winterville with the site & building design and construction of a 30' x 40' pre-engineered building to facilitate parks and recreation operations and maintenance activities.

DESIGN SERVICES

- (1) Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of sites and easements to be acquired for the construction of the project.
- (2) Complete topographic survey including 0.55 acres of property.
- (3) Provide "level C" Subsurface Utility Engineering (SUE) services for horizontal subsurface utility location data. This includes utility research, type of utility and Owner, surveying and gathering existing utility information within the project limits for the following: **Gas, Fiber Optic, Cable, Telephone, Water, and Sewer**. Telephone consultation with utility providers and one (1) field meeting are included.
- (4) Provide preliminary research of existing easements and rights-of-way in the project area utilizing GIS data, DOT provided information and obvious existing property corners and

monuments. This does not constitute a property or right-of-way survey of the project area. Advise the Owner of installation easements and rights-of-way needed for project.

- (5) Hold such conferences with representatives of the Owner as may be necessary to obtain data for developing the design project. Project budget is based on up to 2 meetings.
- (6) Prepare a design memorandum of the project and review with the Owner to establish standards to be used in design.
- (7) Submit design drawings and building sketches at the following stages for Owner review and approval: 50%, Permit and Quality Control Review 90%.
- (8) Prepare and furnish contract plans and specifications as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner's construction contract documents, provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing of said contract plans, specifications, and documents.
- (9) Submit for approval of the plans and specifications proposed to the North Carolina Department of Environmental Quality including Land Quality and other regulatory agencies as may be required for construction of the improvements.

BIDDING AND NEGOTIATION

- (10) Assist the Owner in the advertising for bids.
- (11) Furnish copies of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding.
- (12) Prepare, as may be required, written addenda amending the bidding documents.
- (13) Assist the Owner in the receiving of bids, tabulate same for ready comparison, collect required data from Low Bidder and provide to Owner, and advise the Owner to the best of our ability as to proper and judicious award of contracts.

- (14) After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Owner.

CONSTRUCTION CONTRACT ADMINISTRATION

- (15) Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a preconstruction conference.
- (16) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.
- (17) Interpret the intent of the drawings and specifications to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guarantee the performance by any contractor.
- (18) Establish baselines for locating the main components to be constructed. The contractor will be responsible for providing any day-to-day construction staking that may be required.
- (19) Provide general Engineering review of the work of the contractor as construction progresses and hold monthly progress conferences to ascertain that the contractor is conforming to the design concept and construction schedule.
- (20) Cooperate and work closely with the Owner and appropriate regulatory agencies during construction.
- (21) Review the contractor's application for progress and final payment, and when approved, submit same to the Owner for payment.
- (22) As necessary, prepare change orders and make revisions to the contract documents for approval by the Owner and others on a timely basis.
- (23) Perform substantial and final completion walk-throughs with Owner and Contractor, complete construction contract closeout documentation and prepare final partial payment request for Owner to closeout project with the Contractor.

- (24) The Engineer will provide the Owner with one (1) set of prints and a cd containing the pdf copy of the record drawings. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the construction observer.

CONSTRUCTION OBSERVATION

- (25) After award of the contract(s), the Engineer will provide **part-time** observation of the construction on the project during periods of significant construction work being performed and at other times will provide periodic observation of the work as appropriate to the state of construction. The Project Engineer will make visits to the job site periodically to observe the progress of the work and consult with the Owner and the observer. The Observer's estimated number of **full workdays** on the project is **6** days.
- (26) Engineer's observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment to contractors and make reports to the project Engineer, and provide liaison between the Engineer and the Owner.
- (27) Engineer will submit observation reports to the Owner on a regular basis.
- (28) Engineer will make a final observation of all construction and provide a written certification of final observation to the Owner and the required regulatory agencies.

ADDITIONAL SERVICES

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

- (29) Provide Levels "A" and "B" Subsurface Utility Engineering (SUE) services through the project corridor or critical areas within the corridor. Level "A" shall be paid by each excavation performed and Level "B" shall be paid by the linear foot surveyed. All Level

“C” SUE services are provided as part of the Basic Services of the contract as stated under above in Section 1.A Design Services.

- (30) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.
- (31) Appear before courts or boards on matters of litigation or hearings related to the project.
- (32) Design other additional utilities improvements not included in the original scope of services.
- (33) Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.
- (34) Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.
- (35) Provide Construction Staking services for the Contractor.
- (36) Geotechnical Services.

SERVICES PROVIDED BY THE OWNER

- (37) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (38) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
- (39) Pay all permit and application fees required for the project approval and construction.
- (40) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (41) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.

- (42) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.
- (43) Provide frequent observation of the project to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.
- (44) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (45) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.
- (46) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".
- (47) Provide E-verify affidavit document for Engineer's execution.

<http://www.nclm.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf>



SCHEDULE OF FEES
Hourly Rates for Wage Categories

Wage Category	Hourly Billing Rate
Engineer I	\$ 116
Engineer II	\$ 147
Engineer III	\$ 175
Engineer IV	\$ 208
Engineer V	\$ 256
Architect II	\$ 151
Designer I	\$ 82
Designer II	\$ 102
Designer III	\$ 125
Designer IV	\$ 152
Construction Admin I	\$ 120
Construction Admin II	\$ 190
Construction Admin III	\$ 225
Construction Observer / Resident Project Representative	\$ 109
Utility Coordinator II	\$ 134
Utility Coordinator III	\$ 171
Survey Technician I	\$ 54
Survey Technician II	\$ 70
Survey Technician III	\$ 91
Survey Technician IV	\$ 107
Survey Technician V	\$ 127
Surveyor II	\$ 118
Surveyor III	\$ 138
Surveyor IV	\$ 186
GIS Analyst II	\$ 89
GIS Analyst III	\$ 125
GIS Analyst IV	\$ 139
Funding Coordinator I	\$ 124
Funding Coordinator II	\$ 140
Funding Coordinator III	\$ 148
Community Development Coordinator	\$ 142
Project Assistant	\$ 85

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate,
Subcontracted Services and other expenses at cost plus 10%.

Effective Rates as of April 1, 2022

This is **Task Order No. 37**
consisting of 3 pages.

Task Order No. 37

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated **September 10, 2015** ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: **2022-2023 General Consulting Services**

B. Description: **Engineering-related services on a task-by-task basis request**

2. Services of Engineer

Study and Report Services

Part 1 of Exhibit A as specifically requested by Owner.

Design Services

Part 2 of Exhibit A as specifically requested by Owner.

Bidding or Negotiating Services

Construction and Commissioning Services

Resident Project Representative Services

Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is attached to this Task Order and expressly incorporated by reference.

Additional Services

Part 5 of Exhibit A as specifically requested by Owner.

Additional Services Requiring an Amendment to Task Order

Part 6 of Exhibit A is incorporated by reference unless otherwise noted.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: **No modifications.**

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>General Consulting Services</u>	<u>June 30, 2023</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
General Consulting Services	Hourly Rate	\$ 35,000.00

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. **Ceiling Fee will not be exceeded without written consent of the Owner.**

6. Consultants: **With written consent of the Owner.**

7. Other Modifications to Agreement: **None**

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. Attachments: **Appendix 1, Schedule of Fees**

9. Documents Incorporated By Reference: **None**

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:

Town of Winterville, NC

By (Signature): _____

Typed Name: **Terri L. Parker**

Title: **Town Manager**

Date Signed: _____

ENGINEER:

**L.E. Wooten & Company dba
The Wooten Company**

By (Signature):  _____

Typed Name: **W. Brian Johnson, PE**

Title: **Vice President**

Date Signed: **6/3/22**

Engineer License or Firm's
Certificate No. **F-0115**
State of: **NC**

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: **Terri L. Parker**

Title: **Town Manager**

Address: **P.O. Box 1459
Winterville, NC 28590**

E-Mail
Address: **Terri.parker@wintervillenc.com**

Phone: **(252) 756-2221**

Fax: **(252) 321-8455**

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: **William A. Larsen, PE**

Title: **Greenville Regional Manager**

Address: **301 W. 14th Street
Greenville, NC 27834**

E-Mail
Address: **wlarsen@thewootencompany.com**

Phone: **252-757-1096**

Fax: **252-757-3221**



SCHEDULE OF FEES
Hourly Rates for Wage Categories

Wage Category	Hourly Billing Rate
Engineer I	\$ 116
Engineer II	\$ 147
Engineer III	\$ 175
Engineer IV	\$ 208
Engineer V	\$ 256
Architect II	\$ 151
Designer I	\$ 82
Designer II	\$ 102
Designer III	\$ 125
Designer IV	\$ 152
Construction Admin I	\$ 120
Construction Admin II	\$ 190
Construction Admin III	\$ 225
Construction Observer / Resident Project Representative	\$ 109
Utility Coordinator II	\$ 134
Utility Coordinator III	\$ 171
Survey Technician I	\$ 54
Survey Technician II	\$ 70
Survey Technician III	\$ 91
Survey Technician IV	\$ 107
Survey Technician V	\$ 127
Surveyor II	\$ 118
Surveyor III	\$ 138
Surveyor IV	\$ 186
GIS Analyst II	\$ 89
GIS Analyst III	\$ 125
GIS Analyst IV	\$ 139
Funding Coordinator I	\$ 124
Funding Coordinator II	\$ 140
Funding Coordinator III	\$ 148
Community Development Coordinator	\$ 142
Project Assistant	\$ 85

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate,
Subcontracted Services and other expenses at cost plus 10%.

Effective Rates as of April 1, 2022



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2022

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Set Date for August Regular Council Meeting.

Action Requested: Set next Regular Council Meeting for Monday, August 1, 2022.

Attachment: None.

Prepared By: Donald Harvey, Town Clerk

Date: 6/8/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

The August Regular Council meeting is scheduled for Monday, August 8, 2022 and a majority of the Council will be out of Town at the 2022 ElectriCities Conference. Council will need to decide when they would desire to meet in August. Staff recommends the meeting date be set for Monday, August 1, 2022 since there will not be a July meeting and there are conflicts with Advisory Board meetings later in August.

Budgetary Impact: NA.

Recommendation: Set next Regular Council Meeting for Monday, August 1, 2022.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2022

Presenter: Ryan C. Willhite, Chief of Police

Item to be Considered

Subject: The Police Department is requesting our continued participation and contract for year 2022-2023 with Pitt County Schools for the Town of Winterville to supply one (1) School Resource Officer at A.G. Cox (primarily) and secondary duties at W.H. Robinson and Creekside Elementary Schools.

Action Requested: Enter into the SRO contract with Pitt County Schools.

Attachment: Proposed SRO Contract.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 6/8/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

Pitt County Schools has requested that the Town of Winterville enter into a contract to supply a School Resource Officer (SRO) in the county schools in our jurisdiction. The county has proposed a one year contract which will pay the officers salary and benefits **(\$76,025.69)** and the Town of Winterville is responsible for the equipment, uniforms, vehicle and training. This officer will primarily be assigned to A.G. Cox Middle School but will frequent W.H. Robinson Elementary as well as Creekside Elementary as needed or prudent. The County will make 12 monthly installments to the Town to reimburse the salary and benefits cost. As with other SRO's throughout the county, this contract is renewed annually to address changes in salary or details.

Budgetary Impact: The Department's current budget will absorb personal equipment, uniforms and training costs.

Recommendation: Approval.

**NORTH CAROLINA
PITT COUNTY**

**WINTERVILLE POLICE DEPARTMENT
SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT
2022–2023**

This Winterville Police Department School Resource Officer Program Agreement for the 2022–2023 School Year (“Agreement”) is made and entered into this the __ day of June, 2022, by and between The Pitt County Board of Education, a body politic and corporate, organized and existing under the laws of the State of North Carolina (the “School System”) and the Town of Winterville, a municipal corporation in the State of North Carolina (the “Town”) (individually “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the Town has established, organized, and maintained an accredited law enforcement agency, the Winterville Police Department (“WPD”), with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the corporate limits of the Town, pursuant to N.C.G.S. § 160A-281 and N.C.G.S. § 160A-285;

WHEREAS, the School System currently serves more than 23,000 students in 37 schools in Pitt County;

WHEREAS, the Parties have a close working relationship and desire to create a safe and secure environment on the campuses of the School System which are located within the corporate limits of the Town;

WHEREAS, this Agreement establishes the Parties’ duties and obligations concerning the Town’s involvement in the School System’s School Resource Officer (“SRO”) Program (the “SRO Program”) utilizing WPD officers in and upon the School System’s schools, which are located within the corporate limits of the Town and are part of this Agreement;

WHEREAS, the Parties recognize the benefits of the Town’s participation in the SRO Program;

WHEREAS, the Town agrees to provide to the School System and manage one (1) full-time SRO and provide supplies and equipment necessary to support the SRO, and the School System agrees to reimburse the Town for its expenses in providing the said SRO for the SRO Program, as set forth herein; and

WHEREAS, the Parties desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the Parties pursuant to the SRO Program.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Goals and Objectives. The Parties share the following goals and objectives regarding the SRO Program.

- 1.1 To provide a safe, inclusive, and positive learning environment for students, educators, principals and assistant principals (individually “school administrator” and collectively “school administrators” unless otherwise stated), volunteers, and other members of the school community; and
 - 1.2 To foster an efficient and cohesive SRO program that will build positive relationships between law enforcement officers and school administrators, parents, and students.
- 2.0 **SRO Program Manual.** To effectuate the goals and objectives of the SRO Program, the Parties have developed and agree to be bound by the terms set forth in an SRO Program Manual which establishes standards governing SRO conduct and the relationship between the SROs and school administrators. The SRO Manual is attached hereto as **Attachment A** and is hereby incorporated into this Agreement.
 - 2.1 No later than October 31, 2022, school administrators at schools where SROs are assigned and SROs must read the SRO Manual and execute an Acknowledgement. The Acknowledgement is attached hereto as **Attachment B** and is hereby incorporated into this Agreement.
 - 2.2 The Parties agree that their employees will adhere to the conditions set forth in the SRO Manual.
 - 2.3 Nothing in this Agreement shall be construed to bar additional training to foster collaboration between school administrators and SROs or for any other purpose deemed necessary by the Parties.
- 3.0 **The Town’s Obligations.**
 - 3.1 The Town agrees to employ one (1) SRO during the term of this Agreement for primary placement at A.G. Cox Middle School with supporting duties at W.H. Robinson and Creekside Elementary Schools. The SRO assigned by the Town may be assigned to and used among any and all public schools within the jurisdiction of WPD. The assignments can be changed upon agreement by the Parties.
 - 3.1.1 In the event that the SRO serving under this Agreement shall cease to serve as an SRO, the Town shall, with written approval from the School System, provide a replacement WPD officer or replacement officers to continue the Town’s obligations as herein stated for the remaining term of the Agreement at no change in monthly reimbursement due under the Agreement for the remainder of the term.
 - 3.1.2 It is expressly understood and agreed that temporary absences by the SRO shall be minimized to the greatest extent possible during the school year. In the event the SRO is temporarily absent from work, the Town shall provide notice of the SRO’s absence to the affected school administrators and the School System’s Security Department (“Security Department”) pursuant to Section 8.0 herein.

- 3.1.3** If the SRO's temporary absence was not scheduled in advance (e.g. sickness, death of a family member, medical emergency, etc.) or the SRO is absent from work for a scheduled absence (e.g. vacation, continuing education, etc.), the Town, to the extent reasonably practicable, agrees to assign another officer to substitute for the SRO. In no event, shall the School System be without a certified law enforcement officer for more than five (5) consecutive school days, and on any day that the School System is without a replacement certified law enforcement officer, the Town will increase patrols in the vicinity of the SRO's assigned schools, walkthrough the SRO's assigned schools at least three times per day during each day that the SRO is absent, and shall have an officer meet at least once daily with school administration to discuss any concerns.
- 3.1.4** Except as otherwise may be required by the Town in its sole discretion to address a serious emergency, the Town should not utilize the SRO during the designated workday for duties other than those set forth in this Agreement.
- 3.2** The Town agrees to provide and administer the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Town, including but not necessarily limited to: sick leave, annual leave, retirement compensation, workers' compensation insurance, dental insurance, and health insurance. The SRO shall be subject to all other personnel policies and practices of the Town. To the extent that there are conflicts between Town policy related to salary and employment benefits and the terms and conditions of this Agreement, Town policy related to salary and employment benefits shall control.
- 3.3** The Town shall only assign an SRO to the School system who meets all of the following basic qualifications:
- 3.3.1** Have at least three (3) years of law enforcement experience, unless this requirement is waived by the Parties.
- 3.3.2** Complete an SRO training course which is approved by the North Carolina Criminal Justice Education and Training Standards Commission. If the SRO does not possess certification of completion of an SRO training course which is approved by the North Carolina Criminal Justice Education and Training Standards Commission, the Town will ensure that the SRO participates in the next available SRO training course offering which is approved by the North Carolina Criminal Justice Education and Training Standards Commission to obtain this certification.
- 3.3.3** Complete Crisis Intervention Training ("CIT") certification through an accredited college, or other CIT provider approved by the Town. If the SRO does not possess CIT certification, the Town will ensure that the SRO participates in the next available course offering to obtain CIT certification.
- 3.3.4** Possess knowledge of the applicable federal and state laws, Town and Pitt County ordinances, and the School System's policies and regulations.

- 3.3.5 Be capable of conducting in-depth criminal investigations and investigations of delinquencies.
 - 3.3.6 Possess an even temperament.
 - 3.3.7 Be capable of setting a good example for students.
 - 3.3.8 Receive annual training in school-based violence.
 - 3.3.9 Possess positive experience working with youth and/or in a school setting and should be willing and able to serve as mentors for students.
 - 3.3.10 Have no substantiated evidence of harassment, discrimination, improper use of force, or other serious performance issues in his or her work history that would make the officer inappropriate for performing duties as an SRO.
 - 3.3.11 Possess communication skills that would enable the officer to function effectively within the school environment.
- 3.4 The Town acknowledges that the requirements of N.C.G.S. § 115C-332.1 apply to this Agreement. The Town shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Town certifies that no individual may provide services to the School System under this Agreement if he or she appears on any of the herein stated sex offender registries.
- 3.5 The Town agrees to provide each SRO with all equipment which is not school-specific, including but not limited to the following equipment:
- 3.5.1 The standard issue firearm and rounds of ammunition for each SRO.
 - 3.5.2 Office supplies and forms required in the performance of each SRO's duties.
 - 3.5.3 Appropriate Town vehicles to perform the duties and assignments under this Agreement.
- 3.6 The Town shall ensure that the SRO maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in addition to any training and certifications required for SROs. Except in rare circumstances when training is not otherwise available, all training shall be conducted during the summer months when school is not in session.
- 3.7 The Town shall designate a regularly employed law enforcement officer ("SRO Supervisor") to supervise the assigned SRO and to coordinate the functions of the SRO in the SRO Program with the Security Department. The duties of the SRO Supervisor shall include ensuring SRO compliance with directives and policies of the Town and the School System, coordinating SRO scheduling and work hours (e.g. vacation requests, sick leave, training, etc.), communicating all emergencies or any other useful information to the

School System's Security Town, communicating any temporary SRO replacements with the name of the officer and contact information to the School System's Security Town, addressing concerns and complaints regarding performance and conduct of SROs in collaboration with the School System and in accordance with Town protocols.

3.8 The Town shall ensure that the SRO Supervisor and any other required representatives attend meetings with School System to discuss issues relevant to the SRO Program and its operations. The Town shall also ensure that the SRO meets with School System personnel at least once annually to discuss issues relevant to the SRO Program and its operations. The School System shall ensure that the scheduling of the herein stated meetings does not conflict with the Town's needs, including SRO assignments.

3.8.1 The School System shall provide annual training to the SRO no later than September 30, 2022. This annual training shall include training on the School System's behavioral support and discipline policies, the School System's SRO policies and procedures, a discussion of the School System's commitment to using its policies to ensure a safe and orderly educational environment and the fair and equitable treatment of all students when addressing student behavior, the role of SROs in making disciplinary referrals when necessary, the limited role of SROs within the School System's behavioral support and discipline system, and the documentation that must be developed and maintained by SROs in the SRO Program.

4.0 The School System's Obligations.

4.1 The School System shall reimburse the Town for the SRO provided at a total annual cost of **SEVENTY SIX THOUSAND TWENTY-FIVE DOLLARS and 69/100** (\$76,025.69).

4.2 The School System shall reimburse the Town in twelve (12) monthly payments payable in advance or on the day before the last day of each month starting July 1, 2022 and continuing through June 30, 2023. Overtime and additional duty assignments are not included in this reimbursement and may not be added to the monthly invoice or invoiced separately.

4.2.1 If the SRO ceases to serve as an SRO and no replacement is appointed and assigned by the Town for the remainder of the term of this Agreement, monthly payments due from the School System pursuant to paragraph 4.1 will be reduced accordingly.

4.2.2 Except as provided in Section 4.2.2, in the event an SRO is absent or unable to perform the duties under this Agreement, the reasons for such absence or unavailability are not attributable to the School System (either the Town requires the SRO to be absent or the SRO is absent due to sickness, disability, otherwise not available), and the Town fails to provide the School System with adequate supplemental coverage as set forth in Section 3.1.3, then the School System may reduce the compensation payable to the Town under this Agreement on a prorated basis and such reduction shall be credited or repaid to the School System.

4.2.3 In the event of an emergency when the SRO is ordered by the Town to leave his/her school duty station during normal duty hours as described in Section 3.1.4 above and to perform other services for the Town, the time spent shall not be

considered hours worked under this Agreement. In such an event, the monthly compensation paid by the School System to the Town shall be reduced by the number of hours of SRO services not provided to the School System or the hours shall be made up in a manner determined by mutual agreement of the Parties.

4.3 The maximum number of hours that the SRO shall be on-duty in a work day under this Agreement shall not exceed the maximum number of hours allowed by APD's policy. Specific SRO duty hours at a particular school shall be set by mutual agreement between the School System, at the direction of the principal of the school to which the SRO is assigned, and the Town. The duty hours shall begin when the SRO arrives at the destination assigned by the principal and shall end when the SRO leaves the destination assigned by the principal, thereby ending the SRO's work day. The actual duty hours for each officer shall be recorded on time sheets provided by the Town, and the principal or the principal's designee of the school to which the SRO is assigned shall review and sign the time sheet of the SRO each work period. The principal, or the principal's designee of the school to which the SRO is assigned, shall approve in writing any overtime of any SRO, and such overtime costs shall be reimbursed by the School System to the Town upon receipt of proper documentation. The principal of the school to which the SRO is assigned shall provide the Town with an executed copy of the approved overtime for any SRO and the amount of overtime approved. Such overtime will be compensated as indicated below and pursuant to personnel policy and practices of the Town and APD ("Town policy") and overtime regulations contained in the Fair Labor Standards Act.

4.3.1 The Parties agree any overtime hours worked during the SRO's pay period shall be compensated by the Town at the rate of time and one half for the overtime hours worked unless the SRO is permitted to adjust the SRO's work schedule during that same pay period to reduce or eliminate the extra work hours, or a combination of both overtime pay and time off as agreed by the School System, the SRO, and the Town.

4.3.2 Subject to the approval of the School System and Town, if an SRO elects to adjust the work schedule by taking time off to reduce or eliminate the extra work hours during a pay period, the Town will not be required to provide a law enforcement officer as a substitute, nor may the School System reduce the compensation paid to the Town for the time off taken by the SRO.

4.3.3 It is understood and agreed that time spent by the SRO attending court cases arising from and/or out of his/ her employment as an SRO shall be considered as hours worked under this Agreement.

4.4 The School System agrees to provide each SRO with the following:

4.4.1 Suitable accommodations at school (i.e. a lockable room with limited access, telephone, desk, chair, computer, and filing cabinet).

4.4.2 A radio with all school frequencies.

4.4.3 Keys and key-card access and/or other identification to all assigned schools.

- 4.4.4 Reasonable opportunities to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues.
- 4.4.5 A dedicated parking space in an approved location for the SRO patrol car.
- 4.4.6 A School System-issued cell phone.

5.0 Employment, Assignment, and Control of School Resource Officers.

- 5.1 The SRO under this Agreement will be employees of the Town and not an employee of the School System. The SRO will be subject to the administration, supervision, and control of the Town, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement.
- 5.2 The Town, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO. However, the School System shall evaluate annually the SRO Program and the performance of the SRO on forms developed jointly by the Parties and attached hereto as **Attachment C**. Attachment C is hereby incorporated into this Agreement. It is further understood that the School System's evaluation of the SRO is advisory only and that the Town retains the final authority to evaluate each SRO.
- 5.3 In addition to annual evaluations as herein stated, school administrators have been instructed by the School System to immediately advise the Security Specialist, John Jenkins, of the Security Department (the "Security Specialist"), in writing, if the SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student, parent, or other member of the school community about actions or conduct of the SRO. The Security Specialist will report written complaints to the SRO Supervisor, provide a copy of the written complaint to the SRO Supervisor, undertake an investigation into the allegations of the complaints, prepare a written investigative report which shall include findings of the Security Department's investigation ("Security Department investigative report"), and shall provide the SRO Supervisor with a copy of the Security Department investigative report.
 - 5.3.1 If a school administrator observes or is advised that the SRO is continuing to engage in conduct that was the subject of a written complaint or a school administrator makes a third written complaint within two (2) academic years to the Security Department about the SRO and the allegations of this third written complaint within two (2) academic years is substantiated by the Security Department in a Security Department investigative report, the Security Department shall then recommend to the SRO Supervisor that the SRO be removed from the SRO Program, shall prepare a written report recommending removal, which shall include the factual basis for the recommendation and contain the written approval by the School System's Superintendent ("Security Department removal recommendation report"), and shall provide the SRO Supervisor with a copy of the Security Department removal recommendation report.

- 5.3.2 Upon receipt of the Security Department removal recommendation report and if upon review by the Town, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve, the Town shall agree to remove the SRO from serving in the SRO Program.
 - 5.3.3 In addition, if the Security Department documents SRO misconduct that threatens the health or safety of students or staff, the Security Department will immediately notify the SRO Supervisor of the SRO's misconduct and provide copies of such all records documenting such misconduct. The Town shall promptly remove the SRO from serving in the SRO Program until the completion of the Town's review of the misconduct as alleged, consistent with the Town's policies and ordinances and this Agreement.
 - 5.3.4 Notwithstanding the foregoing, nothing in this Agreement shall prohibit the School System's Superintendent from preventing the access of any individual, including the assigned SRO, to School System property if the School System's Superintendent determines it is in the best interest of the health and safety of students. Likewise, the Town reserves the right to remove the SRO from duty as an SRO in the SRO Program.
 - 5.3.5 Additionally, notwithstanding the foregoing, the School System understands that any and all information communicated or otherwise provided to the Town and/or gathered by the Town regarding a School System-initiated complaint or otherwise regarding the SRO, including but not limited to the School System's annual evaluation of the SRO and/or the results of any School System investigation, is part of the SRO's personnel file, is confidential pursuant to N.C.G.S. § 160A-168, and is not subject to inspection except as allowed by N.C.G.S. § 160A-168(c).
- 5.4 The School System reserves the right to request that the contract services of an individual SRO be terminated if the principal-SRO relationship cannot, in the discretion of the School System, be successfully negotiated.

6.0 Insurance and Indemnification.

- 6.1 While working as an SRO in the SRO Program, the SRO shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as a law enforcement officer normally possesses. While on duty at a school location, the SRO shall respond to requests and suggestions by the principal, but shall remain subject to the lawful operational commands of his / her superior officers in the Town.
- 6.2 Except as may be provided for a remedy for breach of the financial obligations of this Agreement:
 - 6.2.1 To the fullest extent permitted by law, the School System shall indemnify and hold harmless the Town, its officials and officers (elected and non-elected), employees, agents, representatives, and consultants against any liability arising

out of or in connection with any of the operations or obligations of the School System, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from any and all claims, demands, damages, losses, lawsuits, and other proceedings, judgments, causes of action, liabilities, civil penalties, charges, costs, and expenses, including without limitation attorneys' fees, which are attributable to bodily or personal injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by acts or omissions of the School System or anyone for whose acts the School System may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

6.2.2 Likewise, to the fullest extent permitted by law, the Town shall indemnify and hold harmless the School System, its officials and officers (elected and non-elected), employees, agents, representatives, and consultants against any liability arising out of or in connection with any of the operations or obligations of the Town, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from any and all claims, demands, damages, losses, lawsuits, and other proceedings, judgments, causes of action, liabilities, civil penalties, charges, costs, and expenses, including without limitation attorneys' fees, which are attributable to bodily or personal injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by acts or omissions of the Town or anyone for whose acts the Town may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

6.3 The Town shall hold the School System free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of allegations or unfair or unlawful employment practices brought by the SRO, which are attributable solely to the Town.

7.0 **Term of the Agreement.** The term of this Agreement is one (1) year commencing on July 1, 2022 and ending on June 30, 2023.

8.0 **Notice.** Any notice or other communication provided for herein by a Party shall be in writing and served upon the other Party by either (A) hand-delivery, (B) electronic mail or facsimile transmission, and/or (C) by overnight courier service (with all fees prepaid) to the receiving Party as follows, or to any other address which either Party may hereafter designate for itself in writing:

FOR THE TOWN

Town of Winterville
2751 Railroad Street
Winterville, NC 28590
Telephone: (252) 215-2395
Facsimile: (252) 215-2461
Email: ryan.willhite@wintervillenc.com
(Ryan Willhite, Chief of Police)

With a Copy to:
Town of Winterville
2751 Railroad Street
Winterville, NC 28590
Telephone: (252) 215-2340
Facsimile: (252) 215-2451
Email: terri.parker@wintervillenc.com
(Terri Parker, Town Manager)

FOR THE SCHOOL SYSTEM

Pitt County Schools
School Security Department
300 Sylvania Street
Winterville, North Carolina 28950
Telephone: (252) 830-2313
Facsimile: (252) 830-1277
Email: jenkinj@pitt.k12.nc.us
(John Jenkins, Security Specialist)

With a Copy to:
The Pitt County Board of Education
1717 West Fifth Street
Greenville, North Carolina 27834
Telephone: (252) 830-4227
Facsimile: (252) 830-0099
Email: ehodson@pitt.k12.nc.us
(Emma J. Hodson, Attorney for The Pitt
County Board of Education)

If either Party hereto changes its address or other contact information for purposes of this Agreement, the Party so changing shall give the other Party appropriate written notice of change of address in the manner specified above.

- 9.0 **Termination of Agreement.** This Agreement may be terminated by either Party with or without cause (for convenience) upon sixty (60) days’ written notice to the other Party as provided in Section 8.0 herein. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the Town for all services performed prior to the date of termination.
- 10.0 **Arm’s Length Negotiation.** The Parties further agree that this Agreement is to be deemed to have been prepared jointly by the Parties hereto, after arm’s length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other Party. The Parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this Agreement. This Agreement shall be binding upon the Parties and their successors in interest.
- 11.0 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, related to the subject matter of this Agreement.
- 12.0 **Amendment and Modification.** This Agreement may be modified or amended by mutual consent of the Parties as long as the amendment is executed in the same fashion as this Agreement. Notwithstanding the foregoing, the Parties may develop additional policies and procedures by consent to implement this Agreement, including but not limited to policies and procedures regarding reporting requirements and sharing information between the School

System and the Town. Further, each Party may develop internal policies and procedures to implement their respective obligations under this Agreement.

- 13.0 Consideration.** For and in consideration of the Town providing the SRO for participation in the SRO Program as described herein, the School System agrees to reimburse the Town for the cost of the SRO, as described in this Agreement.
- 14.0 Severability.** The non-enforceability or illegality of any provision of this Agreement shall not render the other provisions unenforceable, illegal, or invalid.
- 15.0 Headings.** The paragraph headings contained herein are only for convenience and reference, and are not intended to be part of this Agreement or in any manner to define, limit, or describe the scope and intent of this Agreement for the particular paragraph to which they refer.
- 16.0 E-Verify Compliance.** The Parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if either Party utilizes a subcontractor, the Party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Parties represent that they and their subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 17.0 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Pitt County, North Carolina.
- 18.0 No Third Party Benefits.** There are no third party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against either of the Parties, or their employees, agents, contractors, officers, officials, governing boards, or successors in interest.
- 19.0 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

THE PITT COUNTY BOARD OF EDUCATION

TOWN OF WINTERVILLE


Ethan A. Lenker
Superintendent

Terri L. Parker
Town Manager


Matthew Johnson
Assistant Superintendent of Operations

Ryan Willhite
Chief of Police

APPROVED AS TO FORM:

Emma J. Hodson

Emma J. Hodson
Attorney for The Pitt County Board of
Education

E. Keen Lassiter
Town Attorney

PRE-AUDIT CERTIFICATION:

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

Debra Baggett

Debra Baggett
Chief Financial Officer, Pitt County Schools

6/6/22

Date

ATTACHMENT A

**PITT COUNTY SCHOOLS
SCHOOL RESOURCE OFFICER PROGRAM MANUAL
2022-2023**

SCHOOL RESOURCE OFFICER PROGRAM MANUAL 2022-2023

I. Goals of the SRO Program, Purpose of this Manual, and Prohibition on Unlawful Discrimination

The Pitt County Board of Education is grateful for strong relationships with six law enforcement agencies. Through the Board's partnerships with the Ayden Police Department, Farmville Police Department, Greenville Police Department, Grifton Police Department, Pitt County Sheriff's Office, and Winterville Police Department, Pitt County Schools is able to have an efficient and cohesive School Resource Officer ("SRO") Program with the primary goals of (1) providing a safe, inclusive, and positive learning environment for all students, educators, administrators, volunteers, and other members of the school community and (2) building positive relationships between law enforcement officers and school administrators, parents, and students.

The purpose of this manual is to ensure that key stakeholders (i.e. principals, assistant principals, central office staff, and SROs) have a clear understanding of the role and duties of SROs, the role and duties of school system administrators, how SROs and school system administrators should collaborate to achieve the goals of the SRO program, and limitations on the relationship between SROs and the school system.

All key stakeholders should be aware that the SRO Program is to be operated without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age or disability. Under no circumstances will any stakeholder, the Board, or representative of the law enforcement agencies supplying SROs engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students, including but not limited to any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

II. The Imposition of School Discipline

A. Routine Disciplinary Matters

1. Principals and assistant principals ("school administrators") shall be solely responsible for implementing the Student Code of Conduct and school discipline policies. School administrators, not the SROs, have primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters.
2. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee of the school where the student conduct arises and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules.
3. The SRO should generally not have any involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules unless such actions rise to the level of a criminal act.¹
4. School administrators shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others.

¹ For purposes of this Manual, the word crime or criminal includes delinquency.

5. The SRO will not be involved in the questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by a school administrator to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall limit his or her involvement to only what is reasonably necessary, based on his or her own observations, training, and experience, to protect the safety and security of members of the school community. The SRO shall not lead the investigation or actively question students.

B. Joint Law Enforcement and School Disciplinary Investigations

1. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both a school administrator and an SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the law enforcement investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.

III. Investigation of Criminal Matters

A. SRO Initiated Investigations into Criminal Activity at School

1. SROs may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from a school administrator) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety.
2. However, any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students.
3. Additionally, all law enforcement actions and interventions to protect the safety of others and the SRO shall be consistent with all applicable laws, regulations, and policies.
4. SROs shall assess allegations of potential criminal activity committed on or adjacent to school property to determine whether further actions by law enforcement are required.
 - a. An SRO shall intervene in all situations involving mandatory reportable offenses (i.e. assault resulting in serious personal injury, sexual assault, sexual offense, rape, kidnapping, indecent liberties with a minor, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a weapon in violation of the law, or possession of a controlled substance in violation of the law). In situations involving mandatory reportable offenses, the SRO shall report the offense to his or her agency for investigation. The decision to pursue legal action shall be in the discretion of the law enforcement agency, the District Attorney, and/ or the

court.

- b. In situations involving non-reportable offenses, the SRO shall make an effort to divert cases from the court system when appropriate.
5. It is understood by the Parties that an SRO may use reasonable force when, based on the SRO's observations, training, and experience, the force is necessary to protect the safety and security of members of the school environment and comports with the SRO's law enforcement agency's procedures and protocols and all applicable laws.
6. SROs shall also, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus.
7. Criminal investigations, arrests, and taking juveniles into temporary custody in accordance with Section 7B-1901 of the North Carolina General Statutes by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests.

B. Investigative (Searches, Questioning, etc.), Temporary Custody, and Arrest Procedures

1. An SRO shall promptly notify a school administrator whenever he or she asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation.
2. An SRO shall promptly notify a school administrator and the parent(s) or guardian(s) of any student arrested for a criminal offense or taken into temporary custody pursuant to Section 7B-1900 of the North Carolina General Statutes.
3. All SRO questioning or searches of students suspected of criminal wrongdoing and/or searches of property by an SRO must be in accordance with applicable law. In particular, SROs and school administrators should be familiar with the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. Except as set out in Paragraph 1 of this Subsection, SROs should contact a school administrator before questioning or searching a student regarding an investigation into suspected criminal activity to determine if a school administrator should be present during the questioning or searching.
4. If an SRO questions, searches, arrests, or takes a student into temporary custody at school, all reasonable efforts will be made by the SRO and a school administrator to remove the student from other students and/ or bystanders or otherwise to minimize attention to the student.
5. At no time shall any SRO request that any PCS employee lead or conduct a search of a student for law enforcement purposes or request that a PCS employee act as an agent of law enforcement. At no time shall a school administrator or PCS employee request that an SRO conduct a search of a student for school disciplinary investigations.

6. The SRO shall participate in searches of students or their belongings in school disciplinary investigations only if their assistance is requested by school personnel and the SRO agrees, based on his or her observations, training, and experience, that the requested assistance is necessary to maintain a safe and secure school environment.

C. Non-School Investigations

1. SROs shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching, arresting, or taking a student into temporary custody on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

IV. SROs as a Mentors and Members of the School Community

- A. The SRO shall conduct himself or herself as a role model at all times and in all facets of his or her work and shall seek to establish a strong rapport with school administrators, faculty, staff, students, parents, and others associated with the school. SROs shall also encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.
- B. SROs are strongly encouraged to attend meetings held during the SRO's regular duty hours of parent and faculty groups to solicit their support and understanding of the SRO Program and to promote awareness of law enforcement functions.
- C. SROs shall be familiar with community agencies that offer assistance to students and their families, including but not limited to mental health services and drug treatment centers, and shall provide information on such agencies to students, parents, and/ or school administrators when appropriate. In addition and when appropriate, the SRO shall provide information to school administrators, students, and parents regarding additional resources offered by community agencies or the agencies providing afterschool and summer programs and opportunities for youth.
- D. SROs may answer questions and /or provide general information regarding North Carolina criminal or juvenile laws but should not to give legal advice.
- E. SROs shall attend meetings held during the SRO's regular duty hours of **S**tudents **A**gainst **D**estructive **D**ecisions (SADD) groups in schools and SADD groups as requested. SADD groups are student-run programs that educate the school community about issues related to drug and alcohol abuse, sexual activity, depression, bullying, and suicide within the student population.
- F. SROs shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assist in the safe operation of school-related programs.
- G. SROs shall wear the official law enforcement uniform or other apparel approved by their respective law enforcement agencies at all times while on-duty and serving on school property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely

to occur.

- H. Unless approved in writing by the head of the SRO's agency, SROs are not to be used on a daily or routine basis for traffic direction at or adjacent to school property.
- I. The SRO shall remain on the school grounds in accordance with the schedule agreed upon between the school system and the SRO Supervisor. Any changes to this schedule and any SRO substitutions should be communicated by the SRO Supervisor to the Security Specialist and principals of any affected schools with as much advance notice as possible under the circumstances.

V. Communication Between School Administrators and SROs

A. At the School Level

1. Open communication between SROs and school principals is encouraged at all times to ensure a collaborative and productive relationship.
2. SROs, school administrators, and designees of the school principals are expected to meet on a regular basis, both formally and informally, to discuss school safety concerns, duties, and responsibilities. SROs, school administrators, and designees of school principals are all expected to initiate such meetings to promote open and strong communication.
3. Principals are authorized by the Board and are expected to timely report any alleged criminal activities that occur on campus to the assigned SRO in compliance with all applicable state laws and relevant Board policies.
 - a. Presently, criminal offenses that must be immediately reported to the SRO include: (1) assault resulting in serious personal injury; (2) assault involving the use of a weapon; (3) assault on school officials, employees, or volunteers; (4) making bomb threats or engaging in bomb hoaxes; (5) willfully burning a school building; (6) homicide; (7) kidnapping; (8) unlawful, underage sales, purchase, provision, possession, or consumption of alcoholic beverages; (9) possession of controlled substances in violation of law; (10) possession of a firearm; (11) possession of a weapon; (12) rape; (13) robbery with a dangerous weapon; (14) sexual assault (not involving rape or sexual offense); (15) sexual offense; and (16) taking indecent liberties with a minor.

B. With General Administration and Principals

1. During the months of September 2022 through June 2023, the SRO Supervisor shall provide to the PCS Security Specialist a monthly report of the aggregated number of referrals. A copy of these reports must be transmitted to the Security Specialist no later than the fifth day of the following month (e.g. the report for September 2022 should be transmitted no later than October 5, 2022).
2. During the months of September 2022 through June 2023, the SRO Supervisor shall provide to the Security Specialist a report of all school-based or related actions taken by that agency's SROs and all matters that were referred to the court system within that reporting period. These reports will also include information known to the SRO

Supervisor or his or her agency regarding the outcome of any matter referred to the court system (if the matter has been decided in the reporting period) and the involvement of Pitt County Schools or an individual school in the proceeding (e.g. if district employees or students were called as witnesses). A copy of these reports must be transmitted to the Security Specialist no later than the fifth day of the following month (e.g. the report for September 2022 should be transmitted no later than October 5, 2022).

3. During the months of September 2022 through June 2023, SROs shall complete monthly security assessments for each of the SROs' assigned schools. The SRO Supervisor will provide copies of the security assessment reports completed by SROs to the Security Specialist and respective principals no later than the last day of the month (e.g. the report for September 2022 is due no later than September 30, 2022).

VI. Transporting PCS Students

- A. SROs shall not transport any students in their vehicles unless either (1) the student is a victim of a crime and is being transported to a medical facility or to the SRO's law enforcement agency or (2) the student is under arrest or has been taken into temporary custody.
- B. SROs shall notify the principal before removing a student from campus.
- C. SROs shall not transport students in their personal vehicles. If an SRO does not have an agency vehicle, then a patrol unit shall be dispatched to assist the SRO.

VII. Sharing Education Records

- A. Pitt County Schools officials are required to comply with the Family Educational Rights and Privacy Act ("FERPA"). Under FERPA, education records (i.e. records, files, documents, and other materials, including security footage, that are directly related to a student and maintained by Pitt County Schools or by parties acting for Pitt County Schools) may only be disclosed to SROs in certain circumstances.
- B. SROs shall not automatically have access to educational records or personally identifiable information about a student in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. Circumstances where school officials may disclose relevant educational records and personally identifiable information contained in those records with SROs include, the following:
 1. The student's parent or the guardian or the student (if 18 years of age or older) consents in writing to disclose education records to the SRO;
 - a. NOTE: Consent must be obtained using Pitt County Schools' FERPA Authorization Form which is included in this manual as Appendix I.
 2. The information sought (again for a specific purpose) is directory information (e.g. student home address, student phone number, etc.);
 - a. NOTE: Students' parents or guardians or students who are 18 years of age or older may opt out of sharing directory information. School system officials are NOT permitted to share directory information if an opt out has occurred.

- b. ALSO NOTE: School officials may not confirm non-directory information to an SRO. For example, if an SRO provides a student's name and social security number (or other non-directory information) to school officials and is seeking additional directory information, school officials may not use a social security number or other non-directory information to search for the student's records as opposed to a name because using non-directory information to search for a student is considered to be confirming the accuracy of non-directory information to the SRO.
3. Pursuant to a subpoena, warrant, or other court order;
- a. NOTE: Prior to complying with a warrant, subpoena, or other court order, FERPA requires school officials to make a reasonable effort to notify the parent, guardian, or student who is over 18 years of age of the subpoena or court order to give an opportunity to the parent, guardian, or eligible student to object or seek other protective action. School officials should contact in-house counsel upon the receipt of any warrant or subpoena seeking educational records. A template of an Order for Release of Educational Records that legal counsel for SROs may utilize to obtain education records is included in this manual as Appendix II.
 - b. ALSO NOTE: There are three situations where making a reasonable effort to notify parents, guardians, or students over 18 years of age is not required: (1) a court issuing a *federal grand jury* subpoena may direct school officials to keep the existence or contents of the subpoena confidential even as to the involved student and/ or parents; (2) a subpoena issued for any other *law enforcement purpose* may similarly direct the school to keep the subpoena confidential; and (3) *federal* law enforcement authorities may obtain *ex parte* secret subpoenas of student records in *terrorism investigations*.
 - c. An SRO who is taking steps to obtain a warrant, subpoena, other court order, or parental consent to obtain FERPA protected records, may ask school administrators or the School Security Department to preserve relevant FERPA protected records, including security camera footage, prior to obtaining the warrant, subpoena, other court order, or parental consent. Upon receiving a request for preservation from the SRO, school administrators and the School Security Department shall secure and prevent the destruction of any records requested by the SRO, including those records that may be maintained by other custodians (e.g. teachers), until the SRO provides a warrant or written parental consent. Upon producing the warrant or written parental consent, school administrators or the School Security Department will produce the requested records to the SRO.
4. A health or safety emergency exists;
- a. NOTE: School officials may disclose educational records under this exception to "appropriate persons" without consent in connection with an emergency when school officials perceive an "articulable and significant threat" to the health or safety of the student or others under the totality of the circumstances.
 - i. The standard for when a health or safety emergency exists is flexible. School officials should generally not release education records based on a not fully formed sense that a student "might" do something at some indeterminate point

in the future, but they are also not required to delay a release until the moment a student is on-campus with a gun. Ultimately, school officials need to be able to articulate a basis for reasonably believing that a student poses a significant risk of harm to himself or herself or others.

- ii. Examples of articulable threats might include (but are not limited to) students making statements about suicide or violence toward others, displaying unusually erratic or angry behaviors, or engaging in similar conduct that school officials would reasonably see as posing a risk of serious harm. By contrast, merely knowing that a student has access to a large cache of weapons at home—without accompanying behavioral red flags—would likely not rise to the level of an articulable or significant threat.
 - b. SROs and other law enforcement officials are considered appropriate persons who need information to protect the health or safety of the student or others.
5. Records concern registered sex offenders and the information was provided to school officials pursuant to federal law (i.e. Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act).
- C. School officials and SROs should be aware that it is the position of Pitt County Schools that Section 7B-3100 of the North Carolina General Statutes does not create a FERPA exception that allows for the sharing of records related to the “juvenile justice system.” However, FERPA does permit school officials to report child abuse and neglect to DSS.
- D. Information obtained through a school official’s personal knowledge or observation (e.g. a teacher overhears a student make a threatening remark, observes a change in a student’s behavior, or reads a threat posted on the school’s social media page) is not an education record and can be disclosed to SROs even if an education record exists containing the information.
1. NOTE: The general rule that personal knowledge and observations can be shared with law enforcement DOES NOT apply to school officials who have a role in making a determination that generates a protected educational record (e.g. a psychologist may not disclose to an SRO information learned about a student’s behavior that the psychologist used in a report or assessment to determine a student’s eligibility for special education; a principal may not advise an SRO that a student is suspended; etc.).

VIII. Evaluation of SROs and Complaints Regarding Program Participants

- A. Each SRO is employed by either the Ayden Police Department, Farmville Police Department, Greenville Police Department, Grifton Police Department, Pitt County Sheriff’s Office, or Winterville Police Department. Although personnel decisions are ultimately made by an SRO’s employer, principals shall provide annual advisory evaluations of SROs utilizing a form developed by the Board and these six law enforcement agencies. The Pitt County Schools Security Specialist shall collect evaluation forms from principals and solicit feedback from the superintendent and other administrators annually. The Security Specialist shall then submit the evaluation forms and any other feedback to the applicable law enforcement agency.
- B. In addition to annual evaluations, principals and school system administrators should

immediately advise the Security Specialist, in writing, if an SRO is not effectively performing his or her duties or responsibilities and/or a staff member, student, parent, or other member of the school community has complained about actions of the SRO. Depending on where the SRO is employed, the Security Specialist will forward any written complaints to the officer supervising the SRO made the subject of the complaint by the end of the workday following the workday on which the complaint is received. The Security Specialist will then undertake an investigation into the allegations of the complaint, gather written witness statements from any individuals with information relevant to the complaint, and shall complete a written report of the investigator's findings and conclusion as to whether the allegations of the complaint were substantiated or not. The written report shall also be submitted to the subject SRO's supervising officer within one work day from its completion.

- C. SROs shall immediately notify the SRO Supervisor in writing of any credible complaint received from a staff member, student, parent, or other member of the school community, or of any incident an SRO observes, involving the use of inappropriate or excessive physical force by a teacher, school administrator, or other School System employee or volunteer. The SRO Supervisor shall then forward any such complaint to the School System Security Specialist.

APPENDIX I

AUTHORIZATION FOR RELEASE OF EDUCATION RECORDS

I, _____ (name of parent/guardian/student if 18 or older), hereby give permission for officials of Pitt County Schools to disclose confidential education records of the Student, _____ (name of student), and/or any personally identifiable information contained in those education records to the following (name of recipient and address):

The education records governed by this waiver shall include (check all that apply):

- Transcripts, report cards, and other grade reports
- Attendance information
- Disciplinary records
- Cumulative file
- Special education file
- Immunization records
- Other health records
- Other (please specify):

These records may be disclosed (check one):

- Upon the authorized person's request; OR
- One time only, upon execution of this consent.

This information is provided for the following purpose:

- To provide relevant information to the Student's medical provider(s);
- To assist in meeting the Student's educational needs; OR
- Other (please specify): _____

I understand that I may revoke this authorization at any time by providing my signed written notice to the appropriate Pitt County Schools officials. Absent such notice, this authorization shall expire on _____ (date).

I acknowledge that this form constitutes my written consent to release written consent to the release of confidential, personally identifiable information that is protected under the federal Family Educational and Privacy Rights Act (FERPA) and state law governing the confidentiality of student records and personally identifiable information contained in such records. I certify that I am more than eighteen years old and that I have authority to execute this authorization.

Signature of parent/guardian/student 18 or older

Date

Name (please print)

Address

City

State

Zip

APPENDIX II-COURT ORDER TEMPLATE

STATE OF NORTH CAROLINA
COUNTY OF PITT

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

IN RE: _____

ORDER FOR RELEASE OF EDUCATIONAL
RECORDS

THIS CAUSE HAVING COME ON TO BE HEARD before the undersigned District Court Judge presiding, and it appears to the court:

1. That there is an ongoing criminal investigation by ****OFFICER'S NAME**** of the ****NAME OF LAW ENFORCEMENT AGENCY**** regarding ****TYPE OF INCIDENT**** that occurred on or about ****DATE OF INCIDENT**** which is a violation of the North Carolina General Statute _____.
2. That the alleged offenses occurred at _____ School, a public school that is part of the Pitt County Public School System.
3. Upon information and belief, ****INFORMATION YOU ARE SEEKING**** (for example there is video surveillance of the crime scene and there are statements to school administrators made by four students associated with this investigation).
4. Upon information and belief, said video surveillance and student statements are considered "education records" of one or more public school students under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, and contain information relevant and material to the investigation described above.
5. Under the relevant FERPA regulation, 34 C.F.R § 99.31(a)(9), an educational agency or institution may disclose personally identifiable information from an education record of a student without written parental consent if the disclosure is to comply with a judicial order or lawfully issued subpoena. The same regulation also provides that the educational agency or institution may make such disclosures only if the agency or institution makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek protective action.
6. That it is in the best interest of justice and the enforcement of the laws of the State of North Carolina to have this information disclosed to law enforcement for use in the criminal investigation described above, subject to the rights of the parent or eligible student whose records would be disclosed to seek protective action from this Court prior to disclosure.

IT IS THEREFORE ORDERED that any ****INFORMATION YOU ARE SEEKING**** contained in student education records maintained by school officials at _____ School as described in this Order be released to ****OFFICER'S NAME**** of the ****NAME OF LAW ENFORCEMENT AGENCY**** for use in the criminal investigation of this matter, after appropriate school officials have first provided reasonable notice to the parents or eligible students of their rights to seek protective action from this Court.

This the _____ of _____, 20____.

Presiding Judge

ATTACHMENT B
SRO PROGRAM MANUAL ACKNOWLEDGEMENT
(To be Completed by ALL SROs, Principals, and Assistant Principals)

I, _____ (print name), am a key stakeholder in the success of Pitt County Schools' SRO Program.

As a key stakeholder, I acknowledge that the success of the SRO Program requires collaboration between principals, assistant, principals and SROs and a clear understanding of the roles and duties of school administrators and SROs.

By signing below, I acknowledge that I have read the SRO Program Manual developed by the Pitt County Board of Education and local law enforcement agencies to develop an understanding of the roles and duties of school administrators and SROs.

Principal/AP/ SRO Signature: _____

Date: _____

****THIS FORM SHOULD BE SUBMITTED TO THE PITT COUNTY SCHOOLS SECURITY DEPARTMENT ON OR BEFORE OCTOBER 31, 2022. THE FORM SHOULD BE SENT VIA E-MAIL TO JOHN JENKINS (jjenkins@pitt.k12.nc.us).**

ATTACHMENT C
SRO PERFORMANCE EVALUATION METRIC 2022-2023 ACADEMIC YEAR
(TO BE COMPLETED BY SCHOOL SYSTEM ADMINISTRATORS)

School Name: _____

Completed By: _____

Date Completed: _____

SRO Name: _____

Please respond to each of the following by writing either YES or NO.

Question	Response
Q1: SRO remains on campus during normal school hours, except when necessary to attend to a law enforcement emergency, trainings, meetings, or official law enforcement business off-campus.	
Q2: SRO makes best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.	
Q3: SRO participates in or attend school functions during regular duty hours in order to assure the peaceful operation of school-related programs.	
Q4: SRO conducts himself/ herself as a role model at all times and in all facets of the job and seeks to establish a strong rapport with staff, faculty, students, and others associated with the school and encourages students to develop positive attitudes toward school, education, law enforcement officers, and positive living in general.	
Q5: SRO initiates appropriate law enforcement actions to address criminal matters, including matter that threaten the safety and security of the school or its occupants, and/or intervenes with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety.	
Q6: SRO refers any reports or concerns relating to student discipline to the principal or designees and does not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules.	
Q7: SRO meets with principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties, and responsibilities.	
Q8: SRO reports any safety concerns to the school principal and/or designee and confers with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus involving students at school-related activities.	

***If you would like to provide any comments regarding your SRO or the SRO Program and/or if an answer above was NO, please complete the comments form below.**

Comments: _____



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 13, 2022

Presenter: Ryan C. Willhite, Chief of Police

Item to be Considered

Subject: The Police Department is requesting approval to staff two new SRO positions approved by the Pitt County Commissioners during the Monday, June 6 meeting.

Action Requested: Enter into two (2) additional SRO contracts with Pitt County Schools

Attachment: Email confirmation of non-grant funding commitment by PCS.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 6/8/2022

ABSTRACT ROUTING:

TC: 6/8/2022

TM: 6/9/2022

Final: tlp - 6/9/2022

Supporting Documentation

Pitt County Schools has requested that the Town of Winterville enter into two (2) additional SRO contracts for W.H. Robinson Elementary and Creekside Elementary schools. During the June 6th board meeting, the County Commissioners voted to fund an SRO for every school in Pitt County. These are not grant funded positions. The Police Department would like and requests that these positions be Winterville Police officers. The County will make 12 monthly installments to the Town to reimburse the salary and benefits cost for these added SROs. As with other SRO's throughout the county, this contract is renewed annually to address changes in salary or benefits details.

Budgetary Impact: The Department's current budget will absorb personal equipment, uniforms and training costs however, two additional vehicles and upfit will be required at a cost of (\$84,000) and was not in the proposed budget for 2022-23.

Recommendation: Approval.

Don Harvey

From: Ryan Willhite
Sent: Wednesday, June 08, 2022 3:34 PM
To: Don Harvey
Cc: Terri Parker
Subject: FW: New SRO positions

Email authorization from PCS for attachment to abstract for Monday.

Thank you,

Ryan C. Willhite
Chief of Police, Winterville N.C.
MSCJ
SGTMAJ USMC (RET.)

From: Jenkins, John <jenkinj@pitt.k12.nc.us>
Sent: Wednesday, June 08, 2022 3:32 PM
To: Ryan Willhite <ryan.willhite@wintervillenc.com>
Cc: Matt Johnson <JohnsoM5@pitt.k12.nc.us>
Subject: New SRO positions

Be Advised: This email originated from outside of the Town of Winterville, NC

I have been given the authorization by Associate Superintendent of Operations, Matt Johnson, to request two additional full time School Resource Officer positions from the Town of Winterville. These positions will be in addition to the current position and will follow the same contract obligations set forth in the current contract. These SRO's will be funded by the Pitt County Board of Education and are not grant funded positions. We would like these positions to be filled by the start of the 2022-23 school year if possible.

--

John Jenkins
Security Coordinator
Facility Services
252-304-0534 Work Cell
252-756-2313 ext 7116 Office

1 Corinthians 10:31

So whether you eat or drink or whatever you do, do it all for the glory of God.

Message Sent from PCS GMail