



**WINTERVILLE TOWN COUNCIL AGENDA  
CORRECTION VERSION 2**

**MONDAY, JUNE 12, 2023 - 6:00 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. Juneteenth Freedom Day.
  2. Flag Day.
  3. Tourette Syndrome Awareness Month.
  4. National League of Cities – Small Cities Month.
  5. Honoring Caleb Gavin Moore.
- VII. PUBLIC HEARINGS:**
  1. Water Shortage Response Plan.
- VIII. 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.*
- IX. 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. Final Budget Amendment.
  2. Brookfield Section 4, Phase 1 – Final Plat.
  3. Randy Bowers – Final Plat.
  4. Power Cost Adjustment.

**X. OLD BUSINESS:**

1. NCDOT Speed Limit Resolutions.

**XI. NEW BUSINESS:**

1. 2023-2024 Fiscal Year Budget Ordinance. **Corrected**
2. Street Resurface Project – Award of Contract.
3. Wooten Company General Services Contract, Task Order 41.
4. Sheppard Memorial Library Board Appointment.
5. Appointments to Volunteer Advisory Boards:
  - (a) Board of Adjustment. **Corrected.**
  - (b) Planning and Zoning Board.
  - (c) Parks and Recreation Advisory Board.
  - (d) Human Relations Board.
6. School Resource Officer Agreement with Pitt County Schools.

**XII. OTHER AGENDA ITEMS:**

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

**XIV. ANNOUNCEMENTS:**

- Planning and Zoning Board Meeting: Tuesday, June 13, 2023 @ 7:00 pm - Town Hall Assembly Room. **NOTE DATE CHANGE.**
- Juneteenth Freedom Day Holiday - Town Offices Closed: Monday, June 19, 2023
- Board of Adjustment Meeting: Tuesday, June 20, 2023 @ 7:00 pm - Town Hall Assembly Room.
- Human Relations Board Meeting: Thursday, June 22, 2023 @ 7:00 – Executive Conference Room.
- Recreation Advisory Board: Tuesday, June 27, 2023 @ 6:30 pm – Operation Center.
- Independence Day Holiday - Town Offices Closed: Tuesday, July 4, 2023.
- Agenda Review Meeting - Cancelled: Thursday, July 6, 2023 @4:00 pm – Town Hall Executive Conference Room.
- Regular Town Council Meeting - Cancelled: Monday, July 10, 2023 @ 6:00 pm - Town Hall Assembly Room.

**XV. CLOSED SESSION:**

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

**XVI. ADJOURN.**

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



## **PROCLAMATION**

***Juneteenth Freedom Day - June 19, 2023***

**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 4<sup>th</sup>, 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**, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States, 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, we recommit ourselves to the work of equity, equality, and justice; and

**NOW, THEREFORE**, I, Richard E. Hines, Mayor of the Town of Winterville do hereby proclaim June 19, 2023 as Juneteenth Freedom Day 2023, 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 12<sup>th</sup> day of June 2023.

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Richard E. Hines, Mayor

**Attest:**

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Donald Harvey, Town Clerk



## **PROCLAMATION**

**Flag Day - June 14, 2023**

**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<sup>th</sup> 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

**NOW, THEREFORE**, I, Richard E. Hines, Mayor of the Town do hereby proclaim June 14, 2023 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 12<sup>th</sup> day of June 2023.

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Richard E. Hines, Mayor

**Attest:**

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Donald Harvey, Town Clerk



**PROCLAMATION**  
**TOURETTE SYNDROME AWARENESS MONTH**

**WHEREAS**, Tourette Syndrome is an inherited neurological disorder that is characterized by involuntary physical and vocal tics that occur many times a day; and

**WHEREAS**, Tourette Syndrome is often accompanied by other mental health disorders such as attention deficit and obsessive compulsive disorder, learning disabilities, and anxiety; and

**WHEREAS**, Tourette Syndrome and tic disorders affect 1 in 60 children. More than 23,000 school age children in the State of North Carolina alone are dealing with Tourette Syndrome and although some of these cases are aided by medication, there is no standard treatment or known cure for the disorder; and

**WHEREAS**, there is an important need for more professional help with interest and expertise to identify, counsel, and treat people with Tourette Syndrome, a disorder that is often misdiagnosed and misunderstood; and

**WHEREAS**, positive actions to assist children and families living with Tourette Syndrome would result from a broadening of public and professional knowledge and acceptance of Tourette Syndrome; and

**WHEREAS**, the Tourette Association of America is actively providing services to families, educating medical professionals and teachers, and supporting research to better understand the signs and treatments of TS; and

**NOW, THEREFORE**, I, Richard E. Hines, Mayor of the Town do hereby proclaim that June 2023 be recognized as "Tourette Syndrome Awareness Month" in the Town of Winterville as a special month to promote understanding, compassion, and acceptance for all of our fellow citizens who deserve and need our support to break the stigma that surrounds Tourette Syndrome.

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 12<sup>th</sup> day of June 2023.

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Richard E. Hines, Mayor

**Attest:**

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Donald Harvey, Town Clerk



## **PROCLAMATION**

### **NATIONAL LEAGUE OF CITIES SMALL CITIES MONTH - JUNE 2023**

**WHEREAS**, small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

**WHEREAS**, small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

**WHEREAS**, the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; an

**WHEREAS**, state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and

**WHEREAS**, organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

**WHEREAS**, during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small town America; and

**WHEREAS**, the National League of Cities President and the Small Cities Council of the National League of Cities have declared June 2023 as Small Cities Month;

**NOW THEREFORE**, the Town Council of Winterville, North Carolina does hereby proclaim June 2023, as Small Cities Month, and encourages President Biden, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 12<sup>th</sup> day of June 2023.

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Richard E. Hines, Mayor

**Attest:**

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Donald Harvey, Town Clerk



**PROCLAMATION**  
**HONORING CALEB GAVIN MOORE**

**WHEREAS**, Caleb Gavin Moore a 12 year old 6th grade student in the Exceptional Children's program at AG Cox Middle School was 1 of 4 swimmers from Pitt County who were selected to represent Pitt County during the 2023 NC Special Olympics Summer Games, June 3rd and 4th.

**WHEREAS**, Caleb competed in the 25-yard Backstroke and Butterfly swim competition but unfortunately did not place in those competitions. However, he was determined to bring home a gold medal in the 50-yard Freestyle, and he did just that.

**WHEREAS**, Caleb was diagnosed with High Functioning Autism at the age of 3. He discovered swimming in elementary school when the Exceptional Children's Program at WH Robinson was selected to participate in Vidant's PALS program.

**WHEREAS**, Once the program ended, Mrs. Susan of Vidant Rehabilitation continued to assist special needs children in the area of swimming once a week. Caleb attended every week until the pandemic. Caleb also participated in swim programs during his afterschool and summer camp programs through the Autism Society Social Recreation Center where he's been attending since they opened their doors.

**WHEREAS**, Caleb also participated in the 2023 Pitt County Special Olympics Spring Games in April at JH Rose High School where he won 1st place ribbons in the run, Softball Throw and Standing Long Jump. Caleb also participates in the Pitt County Bowling and Swimming programs. Caleb is also a High Red Belt in Taekwondo and attends King Tiger Taekwondo here in Pitt County and hopes to earn his Deputy Black Belt this year. Caleb also enjoys roller skating, ice skating and attending family camps at Victory Junction and Camp Corral.

**NOW, THEREFORE**, the Town Council of Winterville, North Carolina does hereby honor his accomplishments.

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Richard E. Hines, Mayor

**Attest:**

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



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Public Hearings

**Meeting Date:** June 12, 2023

**Presenter:** Cliff McGuffin, Public Works Director

**Item to be Considered**

**Subject:** Town of Winterville Updated Water Shortage Response Plan.

**Action Requested:** Hold Public Hearing and Approve the Water Shortage Response Plan.

**Attachment:** Proposed Water Shortage Response Plan and Resolution 23-R-061.

**Prepared By:** Cliff McGuffin, Public Works Director

**Date:** 5/31/2023

**ABSTRACT ROUTING:**

TC: 6/5/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

The Water Shortage Response Plan (WSRP) for the Town is required to be updated every 5 years by DEQ. This plan covers all measures to be taken in the event water supply sources are inadequate to meet current demands for potable water. This plan outlines Notification, Levels of Response, Triggers, Enforcement, Public Comment, Variance Protocols, Effectiveness and Revisions. This plan is the same plan that has been in place across the board and nothing in the plan changed but the date and contact information.

**Budgetary Impact:** TBD.

**Recommendation:** Staff recommends Council approval of the Water Shortage Response Plan.

**Water Shortage Response Plan  
Town of Winterville, North Carolina  
April 2023**

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

**I. Authorization**

The Winterville Town Manager shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section IV are met. In his/her absence, the Public Works Director will assume this role.

Terri L. Parker  
Winterville Town Manager  
Phone: (252) 215-2341  
Email: [terri.parker@wintervillenc.com](mailto:terri.parker@wintervillenc.com)

Cliff McGuffin  
Winterville Public Works Director  
Phone: (252) 215-2428  
Email: [cliff.mcguffin@wintervillenc.com](mailto:cliff.mcguffin@wintervillenc.com)

**II. Notification**

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills. Required water shortage response measures will be communicated through PSA announcements on local radio and cable stations, and on the town website at [www.wintervillenc.com](http://www.wintervillenc.com). Declaration of emergency water reductions or water rationing will be communicated to all customers by telephone through use of reverse 911.

**III. Levels of Response**

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures follow below.

Stage	Response	Description
1	Voluntary Reductions	Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage.
2	Mandatory Reductions I	Water users must abide by required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist.
3	Mandatory Reductions II	Same as in Stage 2
4	Emergency Reductions	Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity.
5	Water Rationing	Water supply conditions are substantially diminished, and remaining supplies must be allocated to preserve human health and environmental integrity.

In Stage 1, Voluntary Reductions, all water users will be asked to reduce their normal water use by 5%. Customer education and outreach programs will encourage water conservation and efficiency measures including; irrigating landscapes a maximum of one inch per week; preventing water waste, runoff and watering impervious surfaces; watering plants deeply to encourage root growth; washing only full loads in clothes and dishwashers; using spring-loaded nozzles on garden hoses; and identifying and repairing all water leaks.

In Stage 2, Mandatory Reductions I, all customers are expected to reduce their water use by 10% in comparison to their previous month’s water bill. In addition to continuing to encourage all voluntary reduction actions, the following restrictions apply: irrigation is limited to a half inch per week between 8 PM and 8 AM; outdoor use of drinking water for washing impervious surfaces is prohibited; and all testing and training purposes requiring drinking water (e.g. fire protection) will be limited.

In Stage 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water use by 20% compared to their previous month’s water bill. All non-essential uses of drinking water are banned, and garden and landscape irrigation must be reduced to the minimum amount necessary for survival. Additionally, in Stage 3, a drought surcharge of 1.5 times the normal water rate applies.

In Stage 4, Emergency Reductions, customers must continue all actions from previous stages and further reduce their water use by 25% compared to their previous month’s water bill. A ban on all use of drinking water except to protect public health and safety is implemented and drought surcharges increase to 2 times the normal water rate.

The goal of Stage 5, Water Rationing, is to provide drinking water to protect public health (e.g. residences, residential health care facilities and correctional facilities). In Stage 5, all customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced according to Winterville’s Emergency Response Plan. Drought surcharges increase to 5 times the normal water rate.

IV. Triggers

Winterville is provided purchased surface water by the Greenville Utilities Commission. When Greenville Utilities Commission declares a water shortage Winterville is required to do so as well. During this time the Winterville Public Works Director will stay in close contact with Greenville Utilities Commission and follow their triggers.

The Town of Winterville’s other water source is groundwater. The following measurements of well pumping times and well levels in relationship to pump intake levels trigger entry into corresponding water restriction stages.

Stage	Well Operating Conditions
1	Pumping Time >10 hours for three (3) consecutive days 20% reduction in seasonal normal distance from static water level and pump intake 20% increase pumping time for same output
2	Pumping Time >12 hours for three (3) consecutive days 40% reduction in distance from static water level and pump intake 40% increase pumping time for same output
3	Pumping Time >14 hours for three (3) consecutive days 60% reduction in distance from static water level and pump intake 60% increase pumping time for same output
4	Pumping Time >20 hours for two (2) consecutive days 80% reduction in distance from static water level and pump intake
5	Water level at pump intake elevation

Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

V. Enforcement

The provisions of the water shortage response plan will be enforced by Town of Winterville Public Works department and police personnel. Violators may be reported to the Town’s police and/or public works departments. Citations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

<b>Water Shortage Level</b>	<b>First Violation</b>	<b>Second Violation</b>	<b>Third Violation</b>
Voluntary Reductions	N/A	N/A	N/A
Mandatory Reductions (Stages 2 and 3)	Warning	\$250	Discontinuation of Service
Emergency Reductions	\$250	Discontinuation of Service	Discontinuation of Service
Water Rationing	\$500	Discontinuation of Service	Discontinuation of Service

Drought surcharge rates are effective in Stages 3, 4 and 5.

VI. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available at Town Hall for customers to view. A notice and copy of the draft plan will be posted on the town website [www.wintervillenc.com](http://www.wintervillenc.com) as well as in the lobby at Town Hall. Residents may also comment during the public comment section of our regularly scheduled Town Council meetings as well as a public hearing which will be scheduled prior to approval of the plan. All subsequent revisions to the plan will be published at least 30 days prior to an adoption vote by the Winterville Town Council.

VII. Variance Protocols

Applications for water use variance requests are available from the Town Public Works Office. All applications must be submitted to the Public Works Office for review by the Public Works Director or his designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

VIII. Effectiveness

The effectiveness of the Winterville water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained, and evaluation of demand reductions compared to the previous year's seasonal data.

IX. Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to Winterville's Town Council. The Town of Winterville Public Works Director is responsible for initiating all subsequent revisions.

**TOWN OF WINTERVILLE RESOLUTION  
APPROVING WATER SHORTAGE RESPONSE PLAN**

**WHEREAS**, North Carolina General Statute 143 355 (l) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

**WHEREAS**, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the Town of Winterville, has been developed and submitted to the Town Council for approval; and

**WHEREAS**, the Town Council finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143 355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Winterville, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Winterville that the Water Shortage Response Plan entitled, Town of Winterville WSRP, dated April 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and: that

**BE IT FURTHER RESOLVED** that the Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

Adopted this the 12<sup>th</sup> day of June 2023.

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Richard E. Hines, Mayor

ATTEST:

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Donald Harvey, Town Clerk

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified Town Clerk of the Town of Winterville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution as documentation for the State of North Carolina, Department of Environment and Natural Resources, Division of Water Resources, as regularly adopted at a legally convened meeting of the Town Council duly held on the 12th day of June 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF,

I have hereunto set my hand this 12th day of June 2023.

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Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** June 12, 2023

**Presenter:** Anthony Bowers, Assistant Town Manager and Jessica Manning, Finance Director

**Item to be Considered**

**Subject:** Budget Amendment 2022-2023-8

**Action Requested:** Approval of Budget Amendment 2022-2023-8.

**Attachment:** Budget Amendment 2022-2023-8.

**Prepared By:** Anthony Bowers, Assistant Town Manager and Jessica Manning, Finance Director

**Date:** 6/2/2023

**ABSTRACT ROUTING:**

TC: 6/5/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

This is the eighth budget amendment for the 2022-2023 Fiscal Year.

The first item addresses increase in revenues for local option sales tax and vehicle property tax in the amount of \$695,000; as well as, increased revenues in the building inspections of \$138,000.

The second item addresses the need to move funds to the respective capital reserve accounts that were collected during the fiscal year. The total are as follows: Recreation \$21,400, Electric \$23,300 Water \$25,500 Sewer \$45,000

The third item addresses refunds to developers for cash sureties posted for developments in the amount of \$383,000

The final item addresses the need to cover additional funds needed for salaries and wages in Inspections, Planning, and Sewer departments in the collective amount of \$46,700.

**Budgetary Impact:** The total budget amendment will increase the budget in the amount of \$689,763.

**Recommendation:** Staff recommends Council approval of the Budget Amendment 2022-2023-8.

**BUDGET ORDINANCE AMENDMENT 2022-2023-8**

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023:

**SECTION 1. Revenues are to be changed as follows:**

LINE ITEM DESCRIPTION	Fund	Account	Increase	Decrease
Local Option Sales Tax	General	10000000 3210	\$575,000.00	
Vehicle Property Tax	General	10000000 3160	\$120,000.00	
Asset Forfeiture	General	10000000 3435	\$64,000.00	
Grant	General	10000000 3415		\$40,000.00
Building Inspections	General	10000000 3636	\$138,000.00	
Rescue Rent	General	10000000 3862		\$15,435.00
Fund Balance	General	10000000 3831		\$313,302.00
Rec Subdivision Fees	Recreation	15000000 3627	\$21,400.00	
Debt Proceeds	2020 Pump Station Rehab	47000000 3811	\$280,300.00	
Connection Fees	Electric	60000000 3902	\$23,300.00	
Utility Service Charge	Electric	60000000 3611	\$21,000.00	
Fund Balance Appropriation	Electric	60000000 3831		\$21,000.00
System Development Fee	Water	61000000 3919	\$25,500.00	
Connection Fees	Water	61000000 3922	\$11,000.00	
Water Meters	Water	61000000 3926	\$20,000.00	
Fund Balance Appropriation	Water	61000000 3831		\$20,000.00
Misc	Sewer	62000000 3820	\$14,750.00	
Fund Balance Appropriation	Sewer	62000000 3831		\$3,250.00
Connection Fees	Sewer	62000000 3934	\$23,800.00	
System Development Fee	Sewer	62000000 3919	\$45,000.00	
<b>Total</b>			<b>\$1,383,050.00</b>	<b>\$412,987.00</b>

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

LINE ITEM DESCRIPTION	Account	Department	Fund	Increase	Decrease	
Salaries and Wages	10412002	4120	Inspections	General	\$21,500.00	
FICA Expense	10412002	4121	Inspections	General	\$1,500.00	
Salaries and Wages	10413000	4120	Planning	General	\$10,500.00	
Retirement	10413000	4130	Planning	General	\$1,200.00	
401k Retirement	10413000	4170	Planning	General	\$500.00	
Contracted Services	10471000	4233	Sanitation	General	\$110,000.00	
Subdivision Loc Res Exp	10950000	5121	Non-Departmental	General	\$383,063.00	
Contribution to Capital Reserve	15601000	9112		Recreation	\$21,400.00	
Engineering	47801000	4232		2020 Pump Station Rehab	\$280,300.00	
Contribution to Capital Reserve	60711000	9112		Electric	\$23,300.00	
Contribution to Capital Reserve	61721000	9112		Water	\$36,500.00	
Contribution to Capital Reserve	62732000	9112		Sewer	\$68,800.00	
Salaries and Wages	62732000	4120		Sewer	\$7,000.00	
FICA Expense	62732000	4126		Sewer	\$1,000.00	
Retirement	62732000	4130		Sewer	\$2,000.00	
401k Retirement	62732000	4170		Sewer	\$1,500.00	
<b>Total</b>				<b>\$970,063.00</b>	<b>\$0.00</b>	

Adopted the 12th day of June 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** June 12, 2023

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Brookfield Section 4, Phase 1 - Final Plat.

**Action Requested:** Approve the Proposed Final Plat.

**Attachment:** Final Plat Map.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 5/30/2023

**ABSTRACT ROUTING:**

TC: 6/5/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

**Applicant:** ARK Consulting Group/ Cooper Island Development LLC.

**Location:** Northwest corner of Old Tar Road and Laurie Ellis Road.

**Parcel Number:** 25766.

**Site Data:** 13.23 acres.

**Current Zoning District:** R-10 Conditional District.

**Conditions:**

- ❖ Heated Area of Houses shall be 1,525 SF or greater.
- ❖ Houses shall have a combination of brick and vinyl fronts.
  
- P&Z unanimously recommended approval at their May 15, 2023 Meeting.

Winterville Town Staff has inspected and approved the subdivision for all improvements.

**Budgetary Impact:** TBD.

**Recommendation:** Staff recommends approval of the Brookfield Section 4, Phase 1 - Final Plat.







**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** June 12, 2023

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Randy Bowers Final Plat.

**Action Requested:** Approve the Proposed Final Plat.

**Attachment:** Randy Bowers Final Plat; Greenville Urban Area Thoroughfare Plan ; Subdivision Ordinance Language Excerpt.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 5/30/2023

**ABSTRACT ROUTING:**

TC: 6/5/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

**Applicant:** Parker and Associates/Randy Bowers.

**Location:** Laurie Ellis Road (Roughly 2,200' East of the Laurie Ellis and Old Tar Intersection).

**Parcel Number:** 66251.

**Site Data:** 3.0030 Acres.

**Current Zoning District:** AR.

- Number of lots proposed: 2 lots. (Randy Bowers' Lot and the remaining 84 +/- acre lot).
- The applicant is requesting direct driveway access onto Laurie Ellis Road.

**Subdivision Considerations:** This portion of Laurie Ellis Road is designated as a Minor Thoroughfare on the Greenville Urban Area Thoroughfare Plan. Section 154.24- "Restriction of Access" has restrictions on residential subdivisions on Minor Thoroughfares. Specific Language is Attached.

Section 154.12- "Subdivision Types"

- This is a Minor Subdivision since it involves one lot with the size of 3.0030 acres and one lot that is greater than 10 acres. (The remaining land greater than 10 acres is exempt from the subdivision ordinance.)

\* **NOTE:** NCDOT gives approval or denial for driveway permits onto their streets. Winterville's NCDOT Engineer assures "Safe & Prudent" driveways and designs when they receive driveway applications.

- P&Z unanimously recommended approval at their May 15, 2023 Meeting.

**Budgetary Impact:** TBD.

**Recommendation:** Staff recommends approval of the Parker Associates/Randy Bowers Final Plat.

**SITE DATA**

TOTAL AREA.....3.0030 ACRES  
 NUMBER OF LOTS CREATED.....1  
 AREA IN COMMON AREA.....0  
 LINEAR FEET IN STREETS.....0  
 TAX PARCEL.....66251

**NOTES**

- 1) PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD AREA AS SHOWN ON FIRM 3720466400 J DATED JANUARY 2, 2004.
- 2) PROPERTY TO HAVE DIRECT DRIVEWAY ACCESS ONTO NCSR 1713 - LAURIE ELLIS ROAD.

AGRICULTURAL  
**ALVA WAYNE WORTHINGTON, JR.**  
 JONI B. WORTHINGTON  
 DB 3582, P.483  
 MB 81, P.189

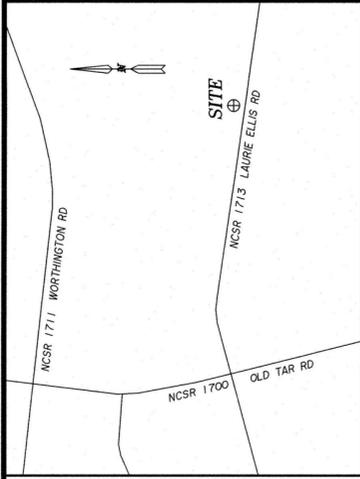
AGRICULTURAL  
**SUE ELLEN BROCK, ETAL**  
 DB 2928, P.233

**LOT 1**  
 3.0030 ACRES

**JEFFREY EARL KOEN**  
**ANITA RUTH KOEN**  
 DB 2875, P.35  
 MB 51, P.84

**NCSR 1713 - LAURIE ELLIS ROAD**  
 (70' R/W - 20' PAVEMENT)

**LEGEND**  
 ECM - EXISTING CONCRETE MONUMENT  
 NIS - NEW IRON STAKE (5/8" REBAR)  
 R/W - RIGHT OF WAY



STATE OF NORTH CAROLINA  
 COUNTY OF PITT

REVIEW OFFICER OF PITT COUNTY, CERTIFY THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

I, CARLTON E. PARKER, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 +/-, THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS BROKEN LINES PLOTTED FROM INFORMATION IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CARLTON E. PARKER L 2980

**MAP FOR RECORD**  
**RANDY BOWERS**

A PORTION OF THE PROPERTY RECORDED IN DEED BOOK 2928, PAGE 233 OF THE PITT COUNTY REGISTRY  
 WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA  
 MARCH 23, 2023  
 SCALE 1" = 60'

OWNER: SUE ELLEN BROCK, ETAL  
 ADDRESS: 1119 JACK JONES RD.  
 WINTERVILLE, NC 28590  
 TELEPHONE: \_\_\_\_\_

PARKER AND ASSOCIATES  
 LAND SURVEYING, PA  
 1645 E. ARLINGTON BLVD. STE. "D"  
 GREENVILLE, NC 27660  
 (252) 355-3055

SURVEYED: CEP  
 APPROVED: CEP  
 DRAWN: CEP  
 DATE: 4/3/2023  
 CHECKED: CEP  
 SCALE: 1" = 60'

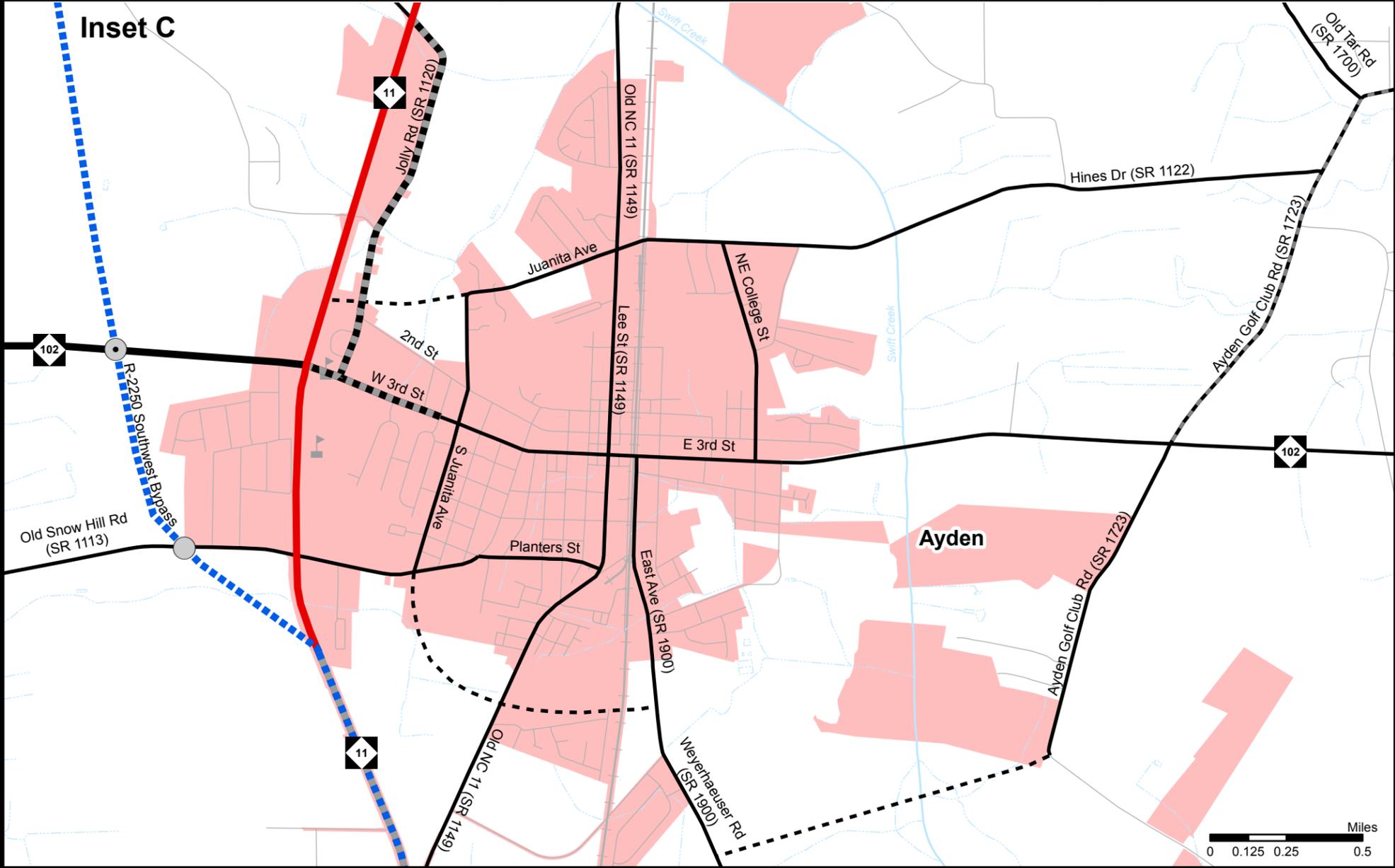
**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

**OWNER'S STATEMENT**  
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF  
 OWNER \_\_\_\_\_  
 SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023  
 NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES ON \_\_\_\_\_

**CERTIFICATE OF FINAL APPROVAL**  
 APPROVED FOR RECORDING BY THE TOWN COUNCIL OF THE TOWN OF WINTERVILLE, NC ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 PURSUANT TO AUTHORITY OF SECTION 154.13 OF THE SUBDIVISION REGULATIONS.

**DEDICATION**  
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE \_\_\_\_\_ FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.

**PLANNING BOARD**  
 I HEREBY CERTIFY THAT THIS FINAL PLAT WAS RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD OF THE TOWN OF WINTERVILLE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
 CHAIRMAN, PLANNING BOARD \_\_\_\_\_  
 SIGNED \_\_\_\_\_ ATTEST \_\_\_\_\_



<p><b>Freeways</b></p> <ul style="list-style-type: none"> <li>Existing: Solid blue line</li> <li>Needs Improvement: Dashed blue line</li> <li>Recommended: Dotted blue line</li> </ul> <p><b>Expressways</b></p> <ul style="list-style-type: none"> <li>Existing: Solid green line</li> <li>Needs Improvement: Dashed green line</li> <li>Recommended: Dotted green line</li> </ul> <p><b>Boulevards</b></p> <ul style="list-style-type: none"> <li>Existing: Solid red line</li> <li>Needs Improvement: Dashed red line</li> <li>Recommended: Dotted red line</li> </ul>	<p><b>Other Major Thoroughfares</b></p> <ul style="list-style-type: none"> <li>Existing: Solid black line</li> <li>Needs Improvement: Dashed black line</li> <li>Recommended: Dotted black line</li> </ul> <p><b>Minor Thoroughfares</b></p> <ul style="list-style-type: none"> <li>Existing: Solid thin black line</li> <li>Needs Improvement: Dashed thin black line</li> <li>Recommended: Dotted thin black line</li> </ul> <p><b>Interchanges</b></p> <ul style="list-style-type: none"> <li>Existing Interchange: Circle with black border and center dot</li> <li>Proposed Interchange: Circle with grey border and center dot</li> <li>Interchange Needs Improvement: Circle with black border and grey center dot</li> <li>Existing Grade Separation: Circle with black border and no center dot</li> <li>Proposed Grade Separation: Circle with grey border and no center dot</li> </ul>
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**DRAFT**  
 Base map date: 7/5/17  
 Refer to CTP document for more details

**Highway Map Insets**  
**Greenville Urban Area MPO**  
**Comprehensive Transportation Plan**  
 Plan date: \_\_\_\_\_ 23

**Section 154.24**

**Restriction of Access**

Where a subdivision abuts or contains an existing or proposed thoroughfare, the Town Council may require marginal access streets, reverse frontage or such other treatment as may be necessary for adequate separation of through and local traffic.

Residential Subdivisions Lots located on a Major or Minor Thoroughfare shall have driveway access from an internal street and shall not have individual driveway connections to the Thoroughfare unless necessitated by topography or property accessibility and only when specifically approved by the Town Council.

For the purposes of this Section, Major and Minor Thoroughfares are defined as follows:

- a. All State Highways and State Roads within the Town of Winterville and the Extraterritorial Jurisdiction of the Town of Winterville.
- b. Any street so designated by the Greenville Urban Area Metropolitan Planning Organization Thoroughfare Plan within the Town of Winterville or its Extraterritorial Jurisdiction.

*(07-0-259, adopted 02/12/2007)*



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** June 12, 2023

**Presenter:** Anthony Bowers, Assistant Town Manager; Robert Sutton, Electric Director; Jessica Manning, Finance Director

**Item to be Considered**

**Subject:** Power Cost Adjustment.

**Action Requested:** Reduce Power Cost Adjustment to 1.5 cent per kWh.

**Attachment:** NA

**Prepared By:** Anthony Bowers, Assistant Town Manager; Robert Sutton, Electric Director; Jessica Manning, Finance Director

**Date:** 6/2/2023

**ABSTRACT ROUTING:**

TC: 6/5/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

Staff is recommending that we reduce the Power Cost Adjustment from 2.5 cent per kWh to 1.5 cent per kWh effective with the June billing. We are also recommending that we maintain this 1.5 cent PCA until December 31, 2023. This will allow for us to re-evaluate the energy market, as we expect natural gas prices to increase again this winter. We simply do not know how much at this point.

Staff also expects to use this as a rate stabilizer. This will keep us from having to have dramatic increases in the event that natural gas prices go up like they did last year, or if we have a harsh winter.

For cycle one customers, the rate decrease will begin with usage as of June 15, 2023 through July 15, 2023. This usage will be billed on July 31, 2023 and will be due August 15, 2023. If you are on cycle two, the rate increase will begin for usage on July 1, 2023 through August 1, 2023 and will be billed August 15, 2023. It will be due on August 31, 2023.

We will make customers aware of the change on our social media accounts and in the next newsletter

**Budgetary Impact:** This is a reduction in the PCA.

**Recommendation:** Staff recommends Council approval of the Power Cost Adjustment.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** June 12, 2023

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Speed Limit Resolutions for NCDOT

**Action Requested:** Approve the Resolutions.

**Attachment:** Resolutions: 23-R-062 Ange Street and 23-R-063 Mill Street.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 6/5/2023

**ABSTRACT ROUTING:**

TC: 6/5/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

These resolutions are a result of action taken at Budget Session #1. This will formalize the action of Council for submission to NCDOT.

**Budgetary Impact:** TBD.

**Recommendation:** Staff recommends Council adopt Resolution 23-R-062 and 23-R-063.

**RESOLUTION  
SPEED LIMITS ON ANGE STREET/SR1712**

WHEREAS, Ange Street/SR1712, is a major street that is heavily traveled within the Town limits of Winterville; the street is flanked on each side by Schools, Recreation Parks; as well as, residences and entrances to residential communities; and

WHEREAS, residents of the of the area, Pitt County Schools, and Town Council have long expressed safety concerns with respect to the speed limit from the location of the Ange Street/SR1712 from Cooper Street heading south to Laurie Ellis Road; this street is heavily used by children walking to school and the recreation park, and

WHEREAS, residents and the Town Council have verbally requested that the speed limit from Cooper Street to Laurie Ellis Road be reduced from 30 mph to 25 mph; a reduction of speed would minimize motor vehicle accidents and provide for better public safety.

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

1. That the Town of Winterville hereby conveys support for the request made by the residents and residential communities of the area for a reduction in the speed limit along the portion of Ange Street/SR1712 from Cooper Street to the Laurie Ellis Road intersection; and
2. The North Carolina Department of Transportation is asked to consider implementing this change for the enhancement and benefit of public safety.

Adopted this the 12<sup>th</sup> day of June 2023.

---

Richard E. Hines, Mayor

ATTEST:

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Donald Harvey, Town Clerk

Certification of Municipal Declaration  
To Repeal Speed Limits and Request for Concurrence

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**Concurring State Ordinance Number:** \_\_\_\_\_

**Division:** 2                      **County:** PITT                      **Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** Ange Street/SR 1712                      **Car:** 25 MPH      **Truck:** 25 MPH

**Description:** From Cooper Street to Laurie Ellis Road/SR 1713.

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**Municipal Certification**

I, Donald Harvey, Town Clerk of Winterville, NC do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the 12<sup>th</sup> day of June 2023, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows: Ordinance Number: 23-R-062.

Witness whereof, I have hereunto set my hand and the municipal seal this 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Town Clerk (signature)

(municipal seal)

---

**Department of Transportation Approval**

**Division:** \_\_\_\_\_                      **Title:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

**Region:** \_\_\_\_\_                      **Title:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

Certification of Municipal Declaration  
To Enact Speed Limits and Request for Concurrence

---

**Concurring State Ordinance Number:** \_\_\_\_\_

**Division:** 2                      **County:** PITT                      **Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** Ange Street/SR 1712                      **Car:** 25 MPH      **Truck:** 25 MPH

**Description:** From Cooper Street to Laurie Ellis Road/SR 1713.

---

**Municipal Certification**

I, Donald Harvey, Town Clerk of Winterville, NC do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the 12<sup>th</sup> day of June 2023, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows: Ordinance Number: 23-R-000

Witness whereof, I have hereunto set my hand and the municipal seal this 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
(signature)

(municipal seal)

---

**Department of Transportation Approval**

**Division:** \_\_\_\_\_                      **Title:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

**Region:** \_\_\_\_\_                      **Title:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

**RESOLUTION  
SPEED LIMITS ON MILL STREET/SR 1149**

WHEREAS, Mill Street/SR1149, is a major street that is heavily traveled with vehicular and pedestrian activity within the Town limits of Winterville; the street is flanked on each side by businesses; as well as, residences and entrances to residential communities; and

WHEREAS, residents of the area and the Winterville Town Council have long expressed safety concerns with respect to the speed limit from the location of the intersection of Worthington Street to Sylvania Street; several motor vehicle accidents have occurred along this stretch; and

WHEREAS, residents and Town Council have verbally requested that the speed limit from Worthington Street to Sylvania Street be reduced from 35 mph to 25 mph; a reduction of speed would minimize motor vehicle accidents and provide for better public safety.

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

1. That the Town of Winterville hereby conveys support for the request made by the residents and residential communities of the area for a reduction in the speed limit along the portion of Mill Street/SR1149 from Worthington Street to Sylvania Street intersections; and
2. The North Carolina Department of Transportation is asked to consider implementing this change for the enhancement and benefit of public safety.

Adopted this the 12<sup>th</sup> day of June 2023.

---

Richard E. Hines, Mayor

ATTEST:

---

Donald Harvey, Town Clerk

Certification of Municipal Declaration  
To Repeal Speed Limits and Request for Concurrence

---

**Concurring State Ordinance Number:** \_\_\_\_\_

**Division:** 2                      **County:** PITT                      **Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** Mill Street/SR 1149                      **Car:** 25 MPH      **Truck:** 25 MPH

**Description:** From Worthington Street to Sylvania Street

---

**Municipal Certification**

I, Donald Harvey, Town Clerk of Winterville, NC do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the 12<sup>th</sup> day of June 2023, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows: Ordinance Number: 23-R-063

Witness whereof, I have hereunto set my hand and the municipal seal this 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
(signature)

(municipal seal)

---

**Department of Transportation Approval**

**Division:** \_\_\_\_\_                      **Title:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

**Region:** \_\_\_\_\_                      **Title:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

Certification of Municipal Declaration  
To Enact Speed Limits and Request for Concurrence

---

**Concurring State Ordinance Number:** \_\_\_\_\_

**Division:** 2                      **County:** PITT                      **Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** Mill StreetSR 1149                      **Car:** 35 MPH      **Truck:** 25 MPH

**Description:** From Worthington Street to Sylvania Street

---

**Municipal Certification**

I, Donald Harvey, Town Clerk of Winterville, NC do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the 12<sup>th</sup> day of June 2023, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows: Ordinance Number: 23-R-000

Witness whereof, I have hereunto set my hand and the municipal seal this 12<sup>th</sup> day of June 2023.

\_\_\_\_\_  
(signature)

(municipal seal)

---

**Department of Transportation Approval**

**Division:** \_\_\_\_\_                      **Title:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

**Region:** \_\_\_\_\_                      **Title:** \_\_\_\_\_                      **Date:** \_\_\_\_\_



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** June 12, 2023

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** 2023-2024 Fiscal Year Budget Ordinance.

**Action Requested:** Approval of Budget Ordinance.

**Attachment:** Draft Fiscal Year 2023-2024 Budget Ordinance.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 6/2/2023

**ABSTRACT ROUTING:**

**TC:** 6/5/2023

**TM:** 6/7/2023

**Final:** tlp - 6/7/2023

**Supporting Documentation**

Please find the attached Draft Budget Ordinance for the 2023-2024 Fiscal Year. The Budget Ordinance reflects the totals of the draft balanced budget as presented and discussed at the Budget Public Hearing held on Monday, June 5, 2023

**Budgetary Impact:** As presented.

**Recommendation:** Staff recommends Council approval of the FY 2023-2024 Budget Ordinance.

**TOWN OF WINTERVILLE  
BUDGET ORDINANCE  
FISCAL YEAR 2023-2024**

**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, 2023 and ending June 30, 2024:

Ad Valorem Taxes	\$4,796,067
Other Taxes and Licenses	\$4,028,694
Permits and Fees	\$23,000
Sanitation Fees	\$589,934
Investment Income	\$313,577
Inspections	\$275,868
Miscellaneous Income	\$144,027
Grant Revenue	\$252,585
Inter-Fund Transfer Services	\$1,384,606
Electric Fund Contribution	\$650,000
EMS Contribution	\$200,339
Fund Balance Appropriation	\$612,972
Debt Proceeds	\$326,400
<b>Total</b>	<b>\$13,598,069</b>

**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, 2023 and ending June 30, 2024:

Governing Board	\$138,018
Administration	\$719,457
Finance	\$982,814
Inspections	\$398,289
Human Resources	\$281,286
Information Technology	\$507,403
Planning Department	\$281,917
Public Buildings	\$771,380
Grounds and Maintenance	\$87,500
Police Department	\$3,032,936
Fire Department	\$2,285,693
EMS Department	\$202,243
Animal Control	\$10,600
Mosquito Control	\$8,600
Public Works	\$1,327,664
Sanitation	\$700,000
Non-Departmental	\$1,862,269
<b>Total</b>	<b>\$13,598,069</b>

**SECTION 3:** The following revenues will be available in the Recreation Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

Program Fees	\$127,750
Concession Income	\$50,000
<u>General Fund Transfer</u>	<u>\$989,501</u>
	<b>\$1,167,251</b>

**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, 2023 and ending June 30, 2024:

<u>Recreation Department</u>	<u>\$1,167,251</u>
	<b>\$1,167,251</b>

**SECTION 5:** It is estimated that the following revenues will be available in the Powell Bill Fund for the Fiscal year beginning July 1, 2023 and ending June 30, 2024:

<u>Grant Funding</u>	<u>\$307,231</u>
	<b>\$307,231</b>

**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, 2023 and ending June 30, 2024:

<u>Powell Bill</u>	<u>\$307,231</u>
	<b>\$307,231</b>

**SECTION 7:** It is estimated that the following revenues will be available in the Home Housing Program Fund for the Fiscal year July 1, 2023 and ending June 30, 2024:

<u>Fund Balance Appropriation</u>	<u>\$20,000</u>
	<b>\$20,000</b>

**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, 2023 and ending June 30, 2024:

<u>Contracted Service</u>	<u>\$20,000</u>
	<b>\$20,000</b>

**SECTION 9:** It is estimated that the following revenues will be available in the Electric Enterprise Fund for the Fiscal year July 1, 2023 and ending June 30, 2024:

Sales and Service	\$7,804,000
<u>Retained Earnings</u>	<u>\$1,343,905</u>
	<b>\$9,147,905</b>

**SECTION 10:** 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, 2023 and ending June 30, 2024:

<u>Electric Department</u>	<u>\$9,147,905</u>
	<b>\$9,147,905</b>

**SECTION 11:** It is estimated that the following revenues will be available in the Water Enterprise Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sales and Service</u>	<u>\$2,056,044</u>
	<b>\$2,056,044</b>

**SECTION 12:** 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, 2023 and ending June 30, 2024:

<u>Water Department</u>	<u>\$2,056,044</u>
	<b>\$2,056,044</b>

**SECTION 13:** It is estimated that the following revenues will be available in the Sewer Enterprise Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sales and Service</u>	<u>\$3,067,187</u>
	<b>\$3,067,187</b>

**SECTION 14:** 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, 2023 and ending June 30, 2024:

<u>Sewer Department</u>	<u>\$3,067,187</u>
	<b>\$3,067,187</b>

**SECTION 15:** It is estimated that the following revenues will be available in the Stormwater Fund for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

<u>Sales and Service</u>	<u>\$616,180</u>
	<b>\$616,180</b>

**SECTION 16:** 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, 2023 and ending June 30, 2024:

<u>Storm Water Department</u>	<u>\$616,180</u>
	<b>\$616,180</b>

**SECTION 17:** 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, 2023 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 \$878,781,289 and an estimated rate of collection of 98% for real and personal property, 100% for vehicles.

**SECTION 18:** 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 19:** The attached Fee and Utility Rate Schedules are hereby adopted for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

**SECTION 20:** The attached Pay and Classification Plan is hereby adopted for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

**SECTION 21:** 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 12<sup>th</sup> day of June 2023.

---

Ricky Hines, Mayor

Attest:

---

Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** June 12, 2023

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Street Resurfacing Project.

**Action Requested:** Award Bid to Tripp Brothers Inc.

**Attachment:** Certified Bid Opening Tab Sheet, Recommendation of Award, and Draft Notice of Award.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 6/6/2023

**ABSTRACT ROUTING:**

TC: 6/6/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

The Town is looking to repair several bad streets in the downtown area. Advertisement for the project was posted in The Daily Reflector on May 20, 2023. Bids were received on June 6, 2023.

We were able to obtain 3 bids from the following: Tripp Brothers Inc., Lanier Construction, and Barnhill Construction.

The lowest responsible bidder was Tripp Brothers Inc. They provided a base bid of \$213,993.00, an alternate bid of \$5,950.50 for sections of Worthington Street and a 2nd Alternate bid for Drexel Lane in the amount of \$119,989.50.

Target areas are Worthington Street and Railroad Street intersection. Depot Street, Railroad Street between Cooper Street and Blount Street. Drexel Lane is also included in this project if funds are available.

The Wooten Company has certified the bid tab.

This bid was submitted on a per unit basis. This will allow for other improvements to be made near the railroad track while we have the permits paid for with CSX.

Please note that the start date will depend on CSX and when they will allow us to work in their right of way.

**Budgetary Impact:** The total project cost is \$339,933.

**Recommendation:** Staff recommends Council award the contract to Tripp Brothers Inc.

TOWN OF WINTERVILLE  
 STREET RESURFACING  
 TWC PROJECT NO.: 2853-AY



301 W. 14th Street, Greenville, NC 27834  
 252.757-1096 Fax: 252.757.3221  
 License No. F-0115

June 6, 2023 @ 2:00 pm

	CONTRACTORS	LIC. NO.	CLASS	BID BOND	DBE Aff. A or B	BASE BID	ADD ALTERNATE 1	ADD ALTERNATE 2	REMARKS
1	Tripp Bro's Inc	52247	H/PU	5%	A	\$213,993.00	\$5,950.00	\$119,989.50	Lowest Bidder
2	Lanier Construction	18152	UN	5%	A	\$695,780.00	\$17,927.50	\$396,410.00	
3	Barnhill Contracting	3194	UN	5%	A	\$520,103.00	\$19,997.00	\$248,714.00	
4	Lucas Paving								No Bid
5	Charles Hughes								No Bid
6	Garris Paving								No Bid
7	ST Wooten								No Bid
8									
9									
10									

This is to certify that the bids received herein were publicly opened and read at 2:00 p.m. on June 6, 2023 at Winterville Town Hall, 2571 Railroad Street, Winterville, NC 28590

Professional Seal: NORTH CAROLINA PROFESSIONAL ENGINEER WILLIAM A. LARSEN 041415  
 Signature: William A. Larsen  
 Date: 6.7.2023

William A. Larsen, P.E.

June 6, 2023 @ 2:00 pm

Item No.	Description	Est. Quantity	Unit	Tripp Bro's Inc		Lanier Construction		Barnhill Contracting		Average of All Bids		Average of Three Low Bidders	
				Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price
				1	New Transitional Gutter	17	LF	\$218.00	\$3,706.00	\$85.00	\$1,445.00	\$68.00	\$1,156.00
2	Remove and Replace Valley Gutter	180	LF	\$82.00	\$14,760.00	\$90.00	\$16,200.00	\$80.30	\$14,454.00	\$84.10	\$15,138.00	\$84.10	\$15,138.00
3	Remove and Replace 15" RCP	50	LF	\$100.00	\$5,000.00	\$170.00	\$8,500.00	\$265.50	\$13,275.00	\$170.50	\$8,925.00	\$176.50	\$8,925.00
4	15 Flared End Section	1	EA	\$1,150.00	\$1,150.00	\$1,600.00	\$1,600.00	\$1,823.00	\$1,823.00	\$1,324.33	\$1,524.33	\$1,524.33	\$1,524.33
5	Inlet Protection	6	EA	\$200.00	\$1,200.00	\$275.00	\$1,650.00	\$332.00	\$1,992.00	\$269.00	\$1,614.00	\$269.00	\$1,614.00
6	Full Depth Pavement Removal and Replacement	4,100	SY	\$43.05	\$176,505.00	\$156.75	\$642,675.00	\$114.70	\$470,270.00	\$104.83	\$429,816.67	\$104.83	\$429,816.67
7	Stripe Parking Spaces	1	LS	\$225.00	\$225.00	\$1,680.00	\$1,680.00	\$1,547.00	\$1,547.00	\$1,250.67	\$1,250.67	\$1,250.67	\$1,250.67
8	Stripe Striping Lines	1	LS	\$525.00	\$525.00	\$1,200.00	\$1,200.00	\$1,105.00	\$1,105.00	\$943.33	\$943.33	\$943.33	\$943.33
9	Stripe Stop Lines	11	EA	\$222.00	\$2,442.00	\$480.00	\$5,280.00	\$442.00	\$4,862.00	\$481.33	\$5,294.67	\$481.33	\$5,294.67
10	Stripe Railroad Crossing	1	EA	\$3,000.00	\$3,000.00	\$1,450.00	\$1,450.00	\$1,326.00	\$1,326.00	\$1,325.33	\$1,325.33	\$1,325.33	\$1,325.33
11	MH Grade Adjustment	4	EA	\$200.00	\$800.00	\$1,500.00	\$6,000.00	\$825.00	\$3,316.00	\$843.00	\$3,372.00	\$843.00	\$3,372.00
12	WV Grade Adjustment	9	EA	\$120.00	\$1,080.00	\$900.00	\$8,100.00	\$553.00	\$4,977.00	\$524.33	\$4,719.00	\$524.33	\$4,719.00
<b>Total of All Base Unit Price Bid Items</b>					\$213,993.00		\$695,780.00		\$520,103.00		\$476,625.33		\$476,625.33

**ADD ALTERNATIVE 1 BID**

Item No.	Description	Estimated Quantity	Unit	Average of All Bids		Average of Three Low Bidders	
				Unit Price	Total Extended Price	Unit Price	Total Extended Price
				1	Mill 2" and Replace Asphalt	230	SY
2	Inlet Protection	1	EA	\$200.00	\$200.00	\$269.00	\$269.00
<b>Total of All Unit Price Bid Items</b>					\$5,950.00		\$14,624.83

**ADD ALTERNATIVE 2 BID**

Item No.	Description	Estimated Quantity	Unit	Average of All Bids		Average of Three Low Bidders	
				Unit Price	Total Extended Price	Unit Price	Total Extended Price
				1	Full Depth Pavement Removal and Replacement	2,690	SY
2	Stripe Stop Line	2	EA	\$222.00	\$1,044.00	\$442.00	\$884.00
3	MH Grade Adjustment	3	EA	\$200.00	\$600.00	\$825.00	\$2,487.00
4	WV Grade Adjustment	1	EA	\$120.00	\$120.00	\$553.00	\$553.00
<b>Total of All Unit Price Bid Items</b>					\$119,989.50		\$248,714.00

June 7, 2023

Mr. Richard Hines  
Town of Winterville Mayor  
2571 Railroad St  
Winterville, NC 28590

RE: Recommendation for Construction Contract Award  
Street Resurfacing  
Town of Winterville, NC  
TWC No. 24853-AY

Mayor Hines:

Construction bids for the above-referenced project were received on Tuesday, June 6, 2023. Three (3) bids were received with the base bids ranging from \$213,993.00 to \$695,780.00. Additionally, two (2) Add Alternate bids were included for competitive bid and consideration by the Town.

We are recommending awarding the construction contract to Tripp Bro's Inc (Ayden, NC) based upon the inclusion of the base bid scope as well as both add alternates in the amount of Three Hundred Thirty Nine Thousand Nine Hundred Thirty Two Dollars and Fifty Cents (\$339,932.50). The contractor meets the obligation of being the lowest responsive, responsible bidder.

A copy of the Certified Bid Tabulation, Unit Price Bid Summary, and Notice of Award are enclosed for your reference.

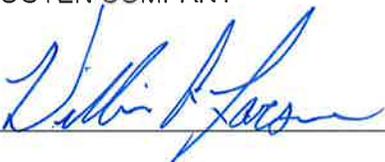
If the Town of Winterville is in agreement with our recommendation, please sign and date all five (5) copies of the enclosed Notice of Award to Tripp Bro's, Inc. and return all copies to our office at your earliest convenience.

If you have any questions, please contact our office.

Best Regards,

THE WOOTEN COMPANY

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



William A. Larsen, P.E.

Enc: Notice of Award  
Certified Bid Tabulation  
Unit Price Summary  
Via: Email/Mail  
Cc: TWC File



# Notice of Award

Project: <b>Winterville Street Resurfacing</b>	Date:
Owner: <b>Town of Winterville</b>	Owner's Contract No.:
Contract:	Engineer's Project No.: <b>2853-AY</b>
Bidder: <b>Tripp Bro's Inc.</b>	
Bidder's Address: (send Certified Mail, Return Receipt Requested) <b>PO Box 128</b>	

**Ayden, NC 28513**

You are notified that your Bid dated 6/6/2023 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the following:

Winterville Street Resurfacing

The Contract Price of your Contract is Three Hundred Thirty Nine Thousand Nine Hundred Thirty Two Dollars and Fifty Cents Dollars (\$339,932.50).

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Bonds as specified in the Instructions to Bidders, General Conditions Paragraph 5.01, and Supplementary Conditions Paragraph SC-5.01.
3. Other conditions precedent:

\_\_\_\_\_  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer

## Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** June 12, 2023

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** The Wooten Company – General Service Task Order #41.

**Action Requested:** Approval of the Task Order #41.

**Attachment:** Task Order #41.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 6/2/2023

**ABSTRACT ROUTING:**

TC: 6/5/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

Attached you will find the General Services Contract for The Wooten Company. This is Task Order #41 and is for Fiscal Year 2023-2024. The value of the contract is \$47,500. This is an increase of \$12,500 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 approval of the Task Order #41 Contract.

This is **Task Order No. 41**  
consisting of   3   pages.

## **Task Order No. 41**

---

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: **2023-2024 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

Phase

Completion Date

**General Consulting Services**

**June 30, 2024**

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	\$ 47,500.00

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:**

\_\_\_\_\_

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: 6/1/23

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. 14<sup>th</sup> 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  
7/1/2022

<b>Wage Category</b>	<b>Hourly Billing Rate</b>
Engineer I	\$ 120
Engineer II	\$ 147
Engineer III	\$ 184
Engineer IV	\$ 220
Engineer V	\$ 260
Architect I	\$ 104
Architect II	\$ 151
Designer I	\$ 87
Designer II	\$ 104
Designer III	\$ 128
Designer IV	\$ 159
Construction Admin I	\$ 120
Construction Admin II	\$ 168
Construction Admin III	\$ 229
Construction Observer / Resident Project Representative	\$ 114
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	\$ 191
GIS Analyst II	\$ 89
GIS Analyst III	\$ 125
GIS Analyst IV	\$ 139
Community Development Coordinator	\$ 142
Funding Coordinator I	\$ 85
Funding Coordinator II	\$ 109
Funding Coordinator III	\$ 163
Project Assistant	\$ 85

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

Standard Hourly Rates apply only as specified in the original contract and are subject to annual review and adjustment. Future additions or amendments to the original contract may be subject to the rates in effect at the time of the modification.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** June 12, 2023

**Presenter:** Terri L. Parker, Town Manager

**Item to be Considered**

**Subject:** Appointment to Sheppard Memorial Library.

**Action Requested:** Affirm Appointment of Mayor Pro Tem Johnny Moye.

**Attachment:** Sheppard Memorial Library Appointments and Amended Bylaws.

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 6/5/2023

**ABSTRACT ROUTING:**

TC: 6/5/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

The Sheppard Memorial Library Board and Greenville City Council approved the amended membership on May 8, 2023 (see attached). Term will be a three-year term and will run until October 2026.

Staff requests that Council reaffirm the appointment of Mayor Pro Tem Johnny Moye.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends Council reaffirm the appointment of Mayor Pro Tem Johnny Moye to the Sheppard Memorial Library Board.

**CITY CLERK'S OFFICE**

May 29, 2023

Mr. Donald Harvey  
Town Clerk  
Town of Winterville  
2571 Railroad Street  
Winterville, NC 28590

Dear Mr. Harvey

Regarding the makeup of the Sheppard Memorial Library Board, the City Council, at its May 8, 2023, meeting, moved to amend its membership:

(A). The Sheppard Memorial Library Board (hereinafter called the Board) shall consist of eleven regular members as follows:

- Six of the regular members shall reside within the corporate limits of the City of Greenville at the time of their appointment and shall be appointed by the Greenville City Council.
- Three of the regular members shall reside within the County at the time of their appointment and shall be appointed by the Pitt County Board of Commissioners.
- **One regular member shall reside within the corporate limits of Winterville at the time of their appointment and shall be appointed by the Winterville Town Council.**
- **One regular member shall reside within the corporate limits of Bethel at the time of their appointment and shall be appointed by the Bethel Town Council.**

(B). **Ex-officio members appointed by the Greenville City Council and the Pitt County Board of Commissioners shall henceforth serve as liaisons to the Board.** Such liaison shall be entitled to attend and participate in all meetings of the Board but shall not be a member of the Board and shall be not be entitled to vote on any matters considered by the Board.

Additionally, to streamline the appointment and management process, terms for all members will expire in October. Adjustments will be made as follows:

<u>Trustee</u>	<u>Current Term Ends</u>	<u>New Appointee Needed</u>	<u>Appointed By</u>
		<b>Reappoint or Replace or</b>	

<u>Trustee</u>	<u>Current Term Ends</u>	<u>Reappoint or Replace or New Appointee Needed</u>	<u>Appointed By</u>
Ray Spears	October 2023	New Appointee Needed in 2023	City
Chris Ulffers	October 2023	Reappoint or Replace in 2023	City
<b>Terry Atkinson</b>	<b>October 2023</b> <i>(Was March 2023)</i>	<b>Reappoint or Replace in 2023</b>	<b>County</b>
<b>Cara Gohn</b>	<b>October 2026</b> <i>(Was March 2026)</i>	<b>Reappoint or Replace in 2026</b>	<b>County</b>
<b>Tracy Stroud</b>	<b>October 2024</b> <i>(Was March 2024)</i>	<b>New Appointee Needed 2024</b>	<b>County</b>
Dot Muller	October 2024	Reappoint or Replace in 2024	City
Patricia Rawls	October 2024	Reappoint or Replace in 2024	City
Lisa Mulligan	October 2025	New Appointee Needed 2025	City
Jeff Coghill	October 2025	Reappoint or Replace in 2025	City
<b>Bethel Appointee</b>	<b>October 2026</b>	<b>Reappoint or Replace in 2026</b>	<b>Bethel</b>
<b>Winterville Appointee</b>	<b>October 2026</b>	<b>Reappoint or Replace in 2026</b>	<b>Winterville</b>

Director Needham will be sending updated copies of the Board's bylaws to everyone once they are adopted. Please feel free to reach out to me if you have any questions.

Sincerely,



Valerie Shiuwegar, CMC  
City Clerk

cc: Rick Smiley, City Council Liaison  
Greg Needham, Libraries Director  
Ann Wall, City Manager  
Emanuel McGirt, City Attorney  
Donald Phillips, Assistant City Attorney

# Bylaws of the Sheppard Memorial Library Board of Trustees

As the City of Greenville and the County of Pitt have joined to support public library service for the benefit of all their citizens and the General Statutes of North Carolina, specifically Chapter 153A, Article 14 setting forth the method for the establishment and perpetuation of a library board of trustees, it is the intent of this instrument to serve as the bylaws for the government of the Sheppard Memorial Library Board of Trustees.

## Article I

**Membership of the Board; Composition and Appointment.** The membership of the Board shall be comprised of at least nine but no more than eleven Trustees, appointed as follows:

- (1) No more than six Trustees appointed by the Greenville City Council, who shall be residents of the City of Greenville.
- (2) No more than three Trustees appointed by the Pitt County Board of Commissioners, who shall be residents of Pitt County.
- (3) One Trustee appointed by the governing body of the Town of Winterville, who shall be a resident of the Town of Winterville.
- (4) One Trustee appointed by the governing body of the Town of Bethel, who shall be a resident of the Town of Bethel.

All Trustee appointments made to the Board shall also be in compliance with the *Board and Commission Policy* for the City of Greenville. In addition to the aforementioned Trustees, both the Greenville City Council and the Pitt County Board of Commissioners may in their discretion each appoint one of their own members as an ex-officio non-voting Liaison to the Board to serve in an advisory capacity. Appointments shall be made in October of a given year.

**Length of Term.** A Trustee shall not be appointed by the same governing body for more than two consecutive three-year terms.

**Term Holdover.** If a Trustee's term ends without a replacement having been appointed, that Trustee will continue to serve until the Trustee's replacement's appointment has taken place.

**Manner of Filling Vacancies.** When an appointment is made to fill an unexpired term, the appointee will remain eligible to be appointed to serve up to two consecutive three-year terms.

**Compensation and Reimbursement.** All Trustees shall serve without compensation, except that they may be reimbursed for actual expenses incident to the performance of their duties within the limits of any fund available to the Board.

**Removal of a Trustee.** The Greenville City Council, Pitt County Board of Commissioners, and the governing bodies of the Town of Winterville and the Town of Bethel may remove any of their respective appointed Trustees at any time for incapacity, unfitness, misconduct, or neglect of duty.

## **Article II**

**Meetings.** Regular business meetings of the Board will be held during the months of January, March, July, and October on a date that is convenient to the Board. The annual meeting of the subsequent regular Board meetings for the year will be decided upon. Upon establishing the schedule of regular meetings, the Board shall cause a current copy of that schedule, showing the time and place of regular meetings, to be kept on file with the Greenville City Clerk and the Clerk to the Board of Pitt County Commissioners and shall be posted on the Sheppard Memorial Library's website. Special meetings may be called by the chair or library director upon request of six members of the board for the transaction of business stated in the call for the meeting. A notice of each regular meeting will be mailed or emailed to all Trustees at least five days before the meeting. Additional public notice of a special meeting shall comply with the provisions of Chapter 143, Article 33C of the North Carolina General Statutes, particularly N.C.G.S. §143-318.12.

**Quorum.** A quorum for the transaction of business at any regular, emergency or special meeting will consist of a majority of the members of the Board who are either physically present or able to participate by telephone or video-conference or other electronic means.

**Attendance.** Any member of the Board who will be absent from more than two consecutive meetings without notifying the library director or will be absent from 75 percent of the meetings during any twelve-month period with or without notification will be automatically removed from the Board. This vacancy will be filled by the governing body which originally appointed the member, with the appointee to serve the duration of the unexpired term of the individual whose position has been filled.

### **Article III**

**Officers.** Officers of the Board will be chosen for a one-year term at the regular annual meeting of the Board and will be as follows: the chair, the vice-chair, and the executive secretary.

With the exception of the position of the executive secretary, which will be filled by the library director, no officer will serve for more than two consecutive terms.

**Duties of Officers:** The chair of the Board will preside at all meetings, appoint all committees, authorize calls for any special meetings, and generally perform the duties of a presiding officer. In the absence of the chair from the Board meeting, the vice-chair will serve or the members present may select a temporary chair for the meeting.

**Vacancies.** Should a vacancy occur in any of the offices in this article (with the exception of the executive secretary) the chair will appoint a nominating committee to select a nominee or nominees who will be voted upon by the Board at the next regular meeting, together with such nominations as may be made from the floor. The Trustee selected will fill the unexpired term of the vacant office.

### **Article IV**

**Committees.** Committees for the study and investigation of special areas of concern may be appointed by the chair. Such committees will serve through the completion of the work for which they were appointed.

### **Article V**

**Duties of Trustees.** The duties of Trustees consist of carrying out conscientiously the powers given them. Among other conferred powers, it is their duty and responsibility to determine the policy of the library system; select and appoint a competent, professionally certified library director; advise in the preparation of the budget, approve it, and work to obtain the necessary funds; provide and maintain adequate buildings and grounds; study and support legislation that will bring about the greatest good to the greatest number of libraries; cooperate with other public officials and boards; and maintain vital public relations.

## **Article VI**

**Library Director.** The library director will be considered the executive officer of the Board and will have sole charge of the administration of the library under the direction and review of the Board. The library director will serve as the executive secretary of the Board and as such will keep a true and accurate account of all proceedings and minutes of all official meetings of the Board in compliance with Chapter 143, Article 33C of the North Carolina General statutes; will issue notices of all regular meetings, and on the authorization of the chair, of all special meetings; will have custody of the minutes and other records of the Board; and will notify the corresponding governing body of any vacancies on the Board. In the capacity as the executive secretary the library director will not be an official member of the Board nor have a vote.

The library director will authorize expenditures from the library funds in the library budget and have them countersigned by another officer.

The library director will be responsible for the care of the buildings and equipment, for the employment and direction of the staff, for the efficiency of the library's service to the public, and for the operation of the library under the financial conditions set forth in the annual budget. The library director will attend all Board meetings except those at which appointment or salary of the library director is to be discussed or decided.

## **Article VII**

**Limitations.** No Trustee or immediate relative of a Trustee or of the library director will be considered for full-time staff employment.

No Trustee or any administrative member of the library will use the resources, business, finances, or contracts of the library for personal use or profit.

## **Article VIII**

**Order of Business.** The order of business at the regular meetings of the Board will be as follows:

1. Call to Order
2. Approval of Minutes (either read or previously received)
3. Library Director's Report
4. Committee Reports
5. Unfinished Business
6. New Business
7. Adjournment

## **Article IX**

**Amendments.** The Bylaws may be amended at any regular meeting of the Board with a quorum present, by a unanimous vote of the members present, provided the amendment was stated in the call for the meeting; further provided if eight or more Trustees are present at the meeting, the Bylaws may be amended by a two-thirds majority of those present.

Adopted - March 21, 1972

Revised - April 1975

Revised - January 1984

Revised - July 1986

Revised - September 1988

Revised - January 2011

Revised - November 2012

Revised - May 2023



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** June 12, 2023

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Board of Adjustment Appointment and Reappointments. (Corrected)

**Action Requested:** Appoint and Reappoint Members to the Board of Adjustment.

**Attachment:** Application Forms on file.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 5/31/2023

**ABSTRACT ROUTING:**

TC: 6/8/2023

TM: 6/8/2023

Final: tlp - 6/8/2023

**Supporting Documentation**

Reappointments:

1. Brian Miller:

Reappoint Brian Miller to a three year term that will expire on 6/30/2026.

2. Garrett Killian:

Move Garrett Killian to a regular member's seat (rather than the alternative seat) for a three-year term that will expire on 6/30/2026.

Staff requests that Council appoint **one of the following applicants** on file to fill the vacant (In-Town) alternate seat that is set to expire 6/30/2026. Listed in order of their board preference and dates received:

1. Devin Johnson-Listed Board of Adjustment as his **first choice**. Application received on 2/15/23.
2. Dennis Bottoms- Listed Board of Adjustment as his **third choice**. Application received on 1/29/22.
3. Domini Cunningham- Listed Board of Adjustment as his **fourth choice**. Application received on 12/19/22.
4. Jonathan Powell- Listed Board of Adjustment as his **fourth choice**. Application received on 3/10/23.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends reappointment and appointment of Board of Adjustment 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.)

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

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

Name: Devin Micah Johnson

Address: 663 Carrington Ln, Winterville, NC 28590

Home Phone #: (248)-310-9342 Business Phone #: (252)-902-3006

Email Address: devinjohnson0313@gmail.com

Employed By: Pitt County Government Occupation: Budget and Grants Analyst

Name of High School Attended: Anthony Wayne H.S., Whitehouse, Ohio

College or University Attended: American Military University, B.S. & M.P.A.

How long have you been a resident of Winterville? 1.5 Years

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: N/A

Past membership in organizations and offices held: N/A

State why you feel you would be an asset to this board/commission. As a town resident as well possessing knowledge of government affairs, I can effectively bridge the gap between citizen concerns and government interests.

Signature: Devin M Johnson Date: 02/15/2023

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.

2022-01-29  
RECEIVED  
DAH

### 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.)

3 Board of Adjustment                      2 Planning and Zoning Board  
\_\_\_\_\_ 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: Dennis E. Bottoms

Address: 421 Angier Court  
Winterville, NC 28590

Home Phone #: 252-364-8184 Business Phone #: \_\_\_\_\_

Email Address: bottoms-dennis@hotmail.com

Employed By: \_\_\_\_\_ Occupation: Retired

Name of High School Attended: Tarboro HS

College or University Attended: NC Wesleyan College

How long have you been a resident of Winterville? 15 years

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

If yes, please indicate which one(s): Recreation and Park Advisory Board

Current membership in organization and offices held: American Legion

Past membership in organizations and offices held: \_\_\_\_\_

State why you feel you would be an asset to this board/commission. I'm eager to be a part of the local community and to make an impact while learning.

Signature: [Signature] Date: 1-29-22

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

This information requested below is optional:

<b>Ethnic Group:</b>	<b>Sex:</b> _____ Female <input checked="" type="checkbox"/> Male
<input checked="" type="checkbox"/> African American	<b>US Citizenship:</b> <input checked="" type="checkbox"/> Yes _____ No
<input type="checkbox"/> American Indian	<b>Birth Date:</b> _____
<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.)

- 4 Board of Adjustment 1 Planning and Zoning Board
2 Recreation and Parks Advisory Board 3 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: Domini Cunningham

Address: 502 Williamston Dr., Winterville, NC 28590

Home Phone #: 305.333.3095 Business Phone #: 252.946.0897

Email Address: domini.cunningham@gmail.com

Employed By: City of Washington Occupation: Historic Preservation 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? 6 yrs

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:

Past membership in organizations and offices held:

State why you feel you would be an asset to this board/commission. 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. The skills and knowledge I've gained would aid in advising the members of the my community

Signature: Domini Cunningham Date: 12.19.2022

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

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.)

- 4 Board of Adjustment
2 Planning and Zoning Board
1 Recreation and Parks Advisory Board
3 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: Jonathan Powell

Address: 891 Corbett Street

Home Phone #: 512-820-3830 Business Phone #: 252-355-7006

Email Address: Jpowe050@gmail.com

Employed By: The Overton Group Occupation: Commercial Real Estate Advisor

Name of High School Attended: Windsor; Windsor, VA

College or University Attended: Old Dominion University; Florida Institute of Technology

How long have you been a resident of Winterville? 3 yrs 8 mo

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: N/A

Past membership in organizations and offices held: N/A

State why you feel you would be an asset to this board/commission. I feel that my experience as and Army officer will be an asset to the board. I have also lived in many places around the country and the world and I feel I can bring a new perspective to helping the town of Winterville grow and succeed.

Signature: Jonathan Powell Date: 03/10/2023

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 various categories.

**Jonathan E. Powell**  
891 Corbett Street  
Winterville, North Carolina 28590  
jpowe050@gmail.com  
(512) 820-3830 (Cell)  
(252) 355-7006 (Work)

## **EDUCATION**

BS Industrial Technology 2011  
Old Dominion University  
Norfolk, Virginia

Demonstrated Senior Logistician, 2015  
International Society of Logistics

MS Acquisition and Contract Management 2017  
Florida Institute of Technology  
Melbourne, Florida

**Military Awards: Bronze Star Medal; 3x Army Commendation Medals; Army Achievement Medal. Navy & Marine Corps Achievement Medal.**

**Present Commercial Real Estate Advisor The Overton Group:** Specializing in helping clients with their commercial and industrial real estate needs. Focusing on warehousing and industrial projects and life cycle management of projects.

### **5/2021-08/2022 Production Supervisor / Training Specialist III Thermo Fisher Scientific:**

- Supervised 3 packaging lines; Organized the daily operations of packaging line, assisted in production scheduling.
- Leads all aspects of the shift through actively communicating the daily metrics and goals set for each shift as well as actively spending time with each employee at every station assisting in troubleshooting and looking for ways to continuously improve each role to eliminate downtime.
- Active in the process improvement team, conducted safety audits; Ensured accountability for safety, quality & production. Streamlined the onboarding administrative tasks to make the process more efficient.
- Developed and Implemented training programs, to include the Oral Solid Dosage University and created a customized training plan with the NC Community College system, creating a partnership with Pitt Community College, and establishing a 4-week onboarding training program for Manufacturing and Packaging Technicians.

**1/2021-4/2021 Supply Chain Operations Supervisor, Pactiv Evergreen:** Coordinates inbound & outbound shipments according to shipment wave priorities. Evaluates and solves problems, develops solutions, and prepares recommendations to management to ensure continuous improvement.

- Provides leadership to the staff; leads daily KPI briefing and uses multiple analytical platforms to conduct analysis to include SAP, JDA, Rebus Longbow Analytics and PINC.
- Assists associates with their personal goals along with achieving organizational goals by providing training opportunities and career development. Drives engagement and promotes a motivating climate among associates.
- Selected to lead multiple projects and activities to include the redevelopment and design of the standard operating procedures (SOP) for the re-packaging section and recycling and waste management program.

**5/2019-08/2020 Professor of Military Science at East Carolina University:** Instruct, mentor, and train 31 students per session in Military Science Course in East Carolina University Army ROTC Program. Educate, develop, and prepare 110 cadets annually to commission as officers in US Army. Prepare and execute on-campus curriculum, labs, leadership activities, and field training exercises. Designed/managed new team building program; improved curriculum/training, enhancing students' operational readiness.

**9/2017-4/2019 Company Commander:** Led a 125-person Department executing operations in the US and for 9 months in South Korea in support of 650-person battalion. Planned and coordinated procurement and delivery of all classes of supply and maintenance operations. Maintained and accounted for over \$35 million of equipment and property.

- Analyzed/identified bottlenecks in ammunition distribution chain; coordinated specific time to release trucks; improved process flow of 31 trucks transporting 14,600 rounds of ammunition; reduced loading and unloading time by 9+ hours.
- Developed internal property turn-in process; improved inventory management and divested \$9 million in excess assets.

**2/2011-9/2017 Logistics Manager / Maintenance Manager:** Led 13-person team executing logistics operations for 120-person Special Operations Command Central Crisis Response Element. Managed \$5 million budget encompassing 7 contracts for food, sanitation, janitorial, communications, transportation, maintenance, and construction support.

- Led effort to combine janitorial/waste contracts; saved \$180,000 yearly; earned Navy & Marine Corps Achievement Medal.
- Led team planning, negotiating, accepting, and overseeing execution of \$20 million support contract.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** June 12, 2023

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Planning and Zoning Board Changes and Appointments.

**Action Requested:** Appoint Planning and Zoning Board Members.

**Attachment:** Application Forms on file.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 5/31/2023

**ABSTRACT ROUTING:**

TC: 6/5/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

Stephen Penn spoke with Anthony Klontz on 5/25/23 and learned that his current work schedule conflicts with the Planning and Zoning Board Meeting dates and has asked to be removed from the board. This opens a Town Limits seat that will expire on 6/30/2025.

Replace Mr. Anthony Klontz's seat with one of the following applications that the Town of Winterville has on file. The following list is in order of board preference and dates received:

1. Dr. Glen E. Johnson- Selected the P&Z board as his only interest. Applied on 5/31/2020.
2. Anthony Bell- Selected the P&Z board as his only interest. Applied on 11/9/2021.
3. Jason Bunch- Selected the P&Z board as his only interest. Applied on 11/29/2022.
4. Corbett Harris- Selected the P&Z board as his only interest. Applied on 11/29/2022.
5. Domini Cunningham- Selected the P&Z board as his first choice. Applied on 12/19/2022.
6. Dennis Bottoms- Selected the P&Z Board as his second choice. Applied on 1/29/2022.
7. Jonathan Powell- Selected the P&Z Board as his second choice. Applied on 3/10/2023.
8. Devin Johnson- Selected the P&Z Board as his fifth/last choice. Applied on 1/29/2022.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends appointment of a to the Board with the term expiring 6/30/25.

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.

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

11-9-2021  
RECEIVED  
DAH

### 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 #: <sup>cell</sup> 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](mailto:don.harvey@wintervillenc.com) with the completed application.

This information requested below is optional:

<b>Ethnic Group:</b>	<b>Sex:</b> _____ Female <input checked="" type="checkbox"/> Male
<input checked="" type="checkbox"/> African American	<b>US Citizenship:</b> <input checked="" type="checkbox"/> Yes _____ No
<input type="checkbox"/> American Indian	<b>Birth Date:</b> _____
<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
- 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: Jason Burch

Address: 2854 Cresset Dr  
Winterville NC 28590

Home Phone #: 252-341-9896 Business Phone #: \_\_\_\_\_

Email Address: jason.s.burch@gmail.com

Employed By: ACR Supply Occupation: Business Unit Leader

Name of High School Attended: JH ROSE

College or University Attended: PITT CC, MT Olive

How long have you been a resident of Winterville? 3 years

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: NA

Past membership in organizations and offices held: NA

State why you feel you would be an asset to this board/commission. I am interested in helping decide and shape the town of Winterville in an effective manner.

Signature: [Signature] Date: 11-27-22

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

This information requested below is optional:

<b>Ethnic Group:</b>	<b>Sex:</b> _____ Female <input checked="" type="checkbox"/> Male
<input type="checkbox"/> African American	<b>US Citizenship:</b> <input checked="" type="checkbox"/> Yes _____ No
<input type="checkbox"/> American Indian	<b>Birth Date:</b> <u>01/13/1980</u>
<input type="checkbox"/> Asian or Pacific Islander	
<input checked="" 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 X 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: Corbett Harris

Address: 382 Holly Grove Drive, Winterville, NC 28590

Home Phone #: 757-615-2929 Business Phone #: 252-227-4794

Email Address: harrisappstate73@gmail.com

Employed By: Jimmy John's Occupation: Franchisee

Name of High School Attended: Kellam High School

College or University Attended: Appalachian State University

How long have you been a resident of Winterville? 1 year 4 months

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:

Past membership in organizations and offices held:

State why you feel you would be an asset to this board/commission. As winterville continues to go having a business background to look at different lenses on development and how either will impact or spur growth in areas to which are affected.

Signature: Corbett Harris Date: 11/29/2022

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

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.)

- 4 Board of Adjustment 1 Planning and Zoning Board
2 Recreation and Parks Advisory Board 3 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: Domini Cunningham

Address: 502 Williamston Dr., Winterville, NC 28590

Home Phone #: 305.333.3095 Business Phone #: 252.946.0897

Email Address: domini.cunningham@gmail.com

Employed By: City of Washington Occupation: Historic Preservation 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? 6 yrs

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:

Past membership in organizations and offices held:

State why you feel you would be an asset to this board/commission. 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. The skills and knowledge I've gained would aid in advising the members of the my community

Signature: Domini Cunningham Date: 12.19.2022

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.

2022-01-29  
RECEIVED  
DAH

### 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.)

3 Board of Adjustment                      2 Planning and Zoning Board  
\_\_\_\_\_ 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: Dennis E. Bottoms

Address: 421 Angier Court  
Winterville, NC 28590

Home Phone #: 252-364-8184 Business Phone #: \_\_\_\_\_

Email Address: bottoms-dennis@hotmail.com

Employed By: \_\_\_\_\_ Occupation: Retired

Name of High School Attended: Tarboro HS

College or University Attended: NC Wesleyan College

How long have you been a resident of Winterville? 15 years

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

If yes, please indicate which one(s): Recreation and Park Advisory Board

Current membership in organization and offices held: American Legion

Past membership in organizations and offices held: \_\_\_\_\_

State why you feel you would be an asset to this board/commission. I'm eager to be a part of the local community and to make an impact while learning.

Signature: [Signature] Date: 1-29-22

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

This information requested below is optional:

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

- 4 Board of Adjustment, 2 Planning and Zoning Board, 1 Recreation and Parks Advisory Board, 3 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: Jonathan Powell

Address: 891 Corbett Street

Home Phone #: 512-820-3830 Business Phone #: 252-355-7006

Email Address: Jpowe050@gmail.com

Employed By: The Overton Group Occupation: Commercial Real Estate Advisor

Name of High School Attended: Windsor; Windsor, VA

College or University Attended: Old Dominion University; Florida Institute of Technology

How long have you been a resident of Winterville? 3 yrs 8 mo

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: N/A

Past membership in organizations and offices held: N/A

State why you feel you would be an asset to this board/commission. I feel that my experience as and Army officer will be an asset to the board. I have also lived in many places around the country and the world and I feel I can bring a new perspective to helping the town of Winterville grow and succeed.

Signature: Jonathan Powell Date: 03/10/2023

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.

**Jonathan E. Powell**  
891 Corbett Street  
Winterville, North Carolina 28590  
jpowe050@gmail.com  
(512) 820-3830 (Cell)  
(252) 355-7006 (Work)

## **EDUCATION**

BS Industrial Technology 2011  
Old Dominion University  
Norfolk, Virginia

Demonstrated Senior Logistician, 2015  
International Society of Logistics

MS Acquisition and Contract Management 2017  
Florida Institute of Technology  
Melbourne, Florida

**Military Awards: Bronze Star Medal; 3x Army Commendation Medals; Army Achievement Medal. Navy & Marine Corps Achievement Medal.**

**Present Commercial Real Estate Advisor The Overton Group:** Specializing in helping clients with their commercial and industrial real estate needs. Focusing on warehousing and industrial projects and life cycle management of projects.

### **5/2021-08/2022 Production Supervisor / Training Specialist III Thermo Fisher Scientific:**

- Supervised 3 packaging lines; Organized the daily operations of packaging line, assisted in production scheduling.
- Leads all aspects of the shift through actively communicating the daily metrics and goals set for each shift as well as actively spending time with each employee at every station assisting in troubleshooting and looking for ways to continuously improve each role to eliminate downtime.
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- Developed and Implemented training programs, to include the Oral Solid Dosage University and created a customized training plan with the NC Community College system, creating a partnership with Pitt Community College, and establishing a 4-week onboarding training program for Manufacturing and Packaging Technicians.

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- Assists associates with their personal goals along with achieving organizational goals by providing training opportunities and career development. Drives engagement and promotes a motivating climate among associates.
- Selected to lead multiple projects and activities to include the redevelopment and design of the standard operating procedures (SOP) for the re-packaging section and recycling and waste management program.

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- Led effort to combine janitorial/waste contracts; saved \$180,000 yearly; earned Navy & Marine Corps Achievement Medal.
- Led team planning, negotiating, accepting, and overseeing execution of \$20 million support contract.

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 5 Planning and Zoning Board
2 Recreation and Parks Advisory Board 3 Stormwater Advisory Committee
4 Human Relations Board

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

Name: Devin Micah Johnson

Address: 663 Carrington Ln, Winterville, NC 28590

Home Phone #: (248)-310-9342 Business Phone #: (252)-902-3006

Email Address: devinjohnson0313@gmail.com

Employed By: Pitt County Government Occupation: Budget and Grants Analyst

Name of High School Attended: Anthony Wayne H.S., Whitehouse, Ohio

College or University Attended: American Military University, B.S. & M.P.A.

How long have you been a resident of Winterville? 1.5 Years

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: N/A

Past membership in organizations and offices held: N/A

State why you feel you would be an asset to this board/commission. As a town resident as well possessing knowledge of government affairs, I can effectively bridge the gap between citizen concerns and government interests.

Signature: Devin M Johnson Date: 02/15/2023

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 12, 2023

**Presenter:** Evan Johnston, Director of Parks and Recreation

**Item to be Considered**

**Subject:** Recreation Advisory Board Appointments.

**Action Requested:** Reappoint Victoria Hawkins, John Relford, and Johnny Fleming to the Recreation Advisory Board. Appoint Rashana Carmon to vacant Resident position on the Recreation Advisory Board. Appoint an applicant to the now vacant Alternate position on the Recreation Advisory Board

**Attachment:** Application Forms on File.

**Prepared By:** Evan Johnston, Director of Parks and Recreation

**Date:** 5/31/2023

**ABSTRACT ROUTING:**

TC: 6/5/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

The Recreation Advisory Board (RAB) is composed 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, 2023 and have requested to be appointed to an additional term. Following is list of said members and their membership type: Victoria Hawkins (Resident), John Relford (Resident), and Johnny Fleming (Resident).

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

The Recreation Advisory Board (RAB) currently has one (1) Resident vacancy. Staff recommends appointing current RAB Alternate and Winterville resident Rashana Carmon to fill the vacant RAB Resident position. Appointing Ms. Carmon to the Resident position results in one (1) vacant RAB Alternate position.

There are currently eight (8) applications on file in which applicant indicated RAB as either their sole interest or first preference. These applicants, all of whom are Town residents, are as follows (listed in order of receipt):

- Katrina Jones; John Powell; Melanie Grotjan Miller; Domini Cunningham; Stephanie Ham; Dennis Bottoms; Devin Micah Johnson; Johnathan Powell

Staff recommends appointing one (1) of the aforementioned individuals to the now vacant RAB Alternate position.

**Budgetary Impact:** None.

**Recommendation:** Reappoint Victoria Hawkins, John Relford, and Johnny Fleming to the Recreation Advisory Board. Appoint Rashana Carmon to vacant Resident position on the Recreation Advisory Board. Appoint an applicant to the now vacant Alternate position on 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: William 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

Signature: Katrina Jones Date: 5/3/21 service

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

This information requested below is optional:

<b>Ethnic Group:</b>	<b>Sex:</b> <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male
<input checked="" type="checkbox"/> African American	<b>US Citizenship:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> American Indian	<b>Birth Date:</b> _____
<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

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

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

Name: JOHN POWELL

Address: 2243 SHIRE DR WINTERVILLE, NC 28590

Home Phone #: 252 916 8450 Business Phone #:

Email Address: john\_powell@yahoo.com

Employed By: NGWORKS Occupation: CAREER CENTER OPERATOR

Name of High School Attended: NEW HANOVER HIGH

College or University Attended: UNCU

How long have you been a resident of Winterville? 26 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: -

Past membership in organizations and offices held: 1) PITT COUNTY ARTS

COUNCIL 2) GADJ - GUIDANCE & DIRECTION FOR JOB SEEKERS 3) MILITARY AFFAIRS COMMITTEE (PART OF CHAMBER OF COMMERCE)

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

COMMITTED TO HELPING GROW OUR PARKS, REGULARLY ATTEND EVENTS & REGULAR USER OF FACILITIES (WALKING PATH)

Signature: [Signature] Date: 12 JAN 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:

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

### TOWN OF WINTERVILLE

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

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- \_\_\_\_\_ 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](mailto:don.harvey@wintervillenc.com) with the completed application.

TOWN OF WINTERVILLE

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

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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:

Ethnic Group: African American, American Indian, Asian or Pacific Islander, Caucasian, Hispanic
Sex: Female, Male
US Citizenship: Yes, No
Birth Date:

### TOWN OF WINTERVILLE

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

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- 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@winterville-nc.com](mailto:don.harvey@winterville-nc.com) with the completed application.

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<b>Ethnic Group:</b>	<b>Sex:</b> <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male
<input type="checkbox"/> African American	<b>US Citizenship:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> American Indian	<b>Birth Date:</b> <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  
sent park & rec. ←

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

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

Name: Dennis Bottoms

Address: 421 Angier Court  
Winterville, NC 28590

Home Phone #: 252-364-8184 Business Phone #:

Email Address: bottoms-dennis@hotmail.com

Employed By: Retired Occupation:

Name of High School Attended: Tarboro HS

College or University Attended: NC Wesleyan

How long have you been a resident of Winterville? 13 years

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

If yes, please indicate which one(s): Recreation and Park

Current membership in organization and offices held: American Legion

Past membership in organizations and offices held:

State why you feel you would be an asset to this board/commission. I want to more involve in the community.

Signature: [Signature] Date: 8-26-22

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<input type="checkbox"/> American Indian	<b>Birth Date:</b> 7-15-61
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Email Address: devinjohnson0313@gmail.com

Employed By: Pitt County Government Occupation: 911 Telecommunicator

Name of High School Attended: Anthony Wayne H.S., Whitehouse, Ohio

College or University Attended: American Military University, B.S. & M.P.A.

How long have you been a resident of Winterville? 1.5 Years

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: N/A

Past membership in organizations and offices held: N/A

State why you feel you would be an asset to this board/commission. As a town resident as well possessing knowledge of government affairs, I can effectively bridge the gap between citizen concerns and government interests.

Signature: Devin M Johnson Date: 11/24/2022

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

Name: Jonathan Powell

Address: 891 Corbett Street

Home Phone #: 512-820-3830 Business Phone #: 252-355-7006

Email Address: Jpowe050@gmail.com

Employed By: The Overton Group Occupation: Commercial Real Estate Advisor

Name of High School Attended: Windsor; Windsor, VA

College or University Attended: Old Dominion University; Florida Institute of Technology

How long have you been a resident of Winterville? 3 yrs 8 mo

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: N/A

Past membership in organizations and offices held: N/A

State why you feel you would be an asset to this board/commission. I feel that my experience as and Army officer will be an asset to the board. I have also lived in many places around the country and the world and I feel I can bring a new perspective to helping the town of Winterville grow and succeed.

Signature: Jonathan Powell Date: 03/10/2023

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**Jonathan E. Powell**  
891 Corbett Street  
Winterville, North Carolina 28590  
jpowe050@gmail.com  
(512) 820-3830 (Cell)  
(252) 355-7006 (Work)

## **EDUCATION**

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Demonstrated Senior Logistician, 2015  
International Society of Logistics

MS Acquisition and Contract Management 2017  
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Melbourne, Florida

**Military Awards: Bronze Star Medal; 3x Army Commendation Medals; Army Achievement Medal. Navy & Marine Corps Achievement Medal.**

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- Supervised 3 packaging lines; Organized the daily operations of packaging line, assisted in production scheduling.
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- Active in the process improvement team, conducted safety audits; Ensured accountability for safety, quality & production. Streamlined the onboarding administrative tasks to make the process more efficient.
- Developed and Implemented training programs, to include the Oral Solid Dosage University and created a customized training plan with the NC Community College system, creating a partnership with Pitt Community College, and establishing a 4-week onboarding training program for Manufacturing and Packaging Technicians.

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- Led team planning, negotiating, accepting, and overseeing execution of \$20 million support contract.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** June 12, 2023

**Presenter:** Terri L. Parker, Town Manager

**Item to be Considered**

**Subject:** Human Relations Board Appointments.

**Action Requested:** Consider Needed Appointments.

**Attachment:** Document Outlining Board Member Makeup.

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 6/7/2023

**ABSTRACT ROUTING:**

TC: 6/7/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

There are three (3) appointments that need to be made to the Winterville Human Relations Board. Please see the attached document which will denote which positions need to be filled and by whom.

**Budgetary Impact:** NA.

**Recommendation:** Consider appointments.

## Winterville Human Relations Board

The Winterville Human Relations Board (WHRB) shall consist of six (6) members appointed by the Town Council.

The term of office for each WHRB 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 WHRB 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.

Town Council shall appoint one (1) member of Town Council to act as the liaison to the WHRB. The appointed liaison shall attend the WHRB meetings and keep Town Council informed as to the activities of the WHRB. The Town Clerk shall serve as the Staff liaison to the WHRB.

1. Alton Wadford (Chair) **[Moore]**  
227 Blount Street  
Winterville, NC 28590  
Phone: (252) 378-5344  
[altonwadford@gmail.com](mailto:altonwadford@gmail.com)  
Term Expires: 06/30/2025

2. Dr. Brandy Harrell **Resigned [Roberson]**  
PO Box 173  
Winterville, NC 28590  
Phone: (252) 371-1600  
[brandyh@journeystosuccess.org](mailto:brandyh@journeystosuccess.org)  
Term Expires: 06/30/2025

3. Shantel Hawkins (Vice Chair) **[Hines]**  
2456 Mill Street  
Winterville, NC 28590  
Phone: (252) 327-0399  
[hawkshantel@gmail.com](mailto:hawkshantel@gmail.com)  
Term Expires: 06/30/2024

4. Paul Rice **[Rice]**  
161 Vernon White Road  
Winterville, NC 28590  
Phone: (252) 514-5917  
[paul.rice@wintervillenc.com](mailto:paul.rice@wintervillenc.com)  
Term Expires: 06/30/2024

5. Tyanna Hagans **Resigned [Moye]**  
302 Alyssum Place  
Winterville, NC 28590  
Phone:  
[tyannahagans53@gmail.com](mailto:tyannahagans53@gmail.com)  
Term Expires: 06/30/2023

6. Ryan Willhite **[Smith/Harrell]**  
PO Box 1459  
2593 Railroad Street  
Winterville, NC 28590  
Phone: (252) 756-2221 ext. 2395  
[ryan.willhite@wintervillenc.com](mailto:ryan.willhite@wintervillenc.com)  
Term Expires: 06/30/2023

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- Veronica Roberson  
Council Liaison  
226 Gardner Street  
Winterville, NC 28590  
Phone: (252) 355-5053  
[veronica.roberson@wintervillenc.com](mailto:veronica.roberson@wintervillenc.com)

- Donald Harvey  
Town Clerk  
PO Box 1459  
2571 Railroad Street  
Winterville, NC 28590  
Phone: (252)-756-2221 ext. 2344  
[don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com)

[humanrelationsboard@wintervillenc.com](mailto:humanrelationsboard@wintervillenc.com)

Updated: 05/26/2023



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** June 12, 2023

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

**Item to be Considered**

**Subject:** The Police Department is requesting our continued participation and contract for year 2023-2024 with Pitt County Schools for the Town of Winterville to supply three (3) School Resource Officers at A.G. Cox, Creekside, and W.H. Robinson.

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

**Attachment:** Proposed School Resource Officer Agreement.

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

**Date:** 6/6/2023

**ABSTRACT ROUTING:**

TC: 6/6/2023

TM: 6/7/2023

Final: tlp - 6/7/2023

**Supporting Documentation**

Pitt County Schools has requested that the Town of Winterville continue the SRO contract to supply three (3) School Resource Officers (SROs) in the county schools in our jurisdiction. The county has proposed a one year contract which will pay the officers salary and benefits **(\$247,942.97)** and the Town of Winterville is responsible for the equipment, uniforms, vehicle and training. These officers will be assigned to A.G. Cox Middle School, W.H. Robinson Elementary School, and Creekside Elementary School. 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:** Staff recommends Approval of the School Resource Officer Agreement.

**NORTH CAROLINA**  
**PITT COUNTY**

**WINTERVILLE POLICE DEPARTMENT**  
**SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**  
**2023–2024**

This Winterville Police Department School Resource Officer Program Agreement for the 2023–2024 School Year (“Agreement”) is made and entered into this the 30th day of June, 2023, 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 three (3) full-time SROs 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.





- 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 SROs 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 SROs and to coordinate the functions of the SROs 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 Department, communicating any temporary SRO replacements with the name of the officer and contact information to the School System's Security Department, 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 SROs no later than September 30, 2023. 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 SROs provided at a total annual cost of **TWO HUNDRED FORTY-SEVEN THOUSAND NINE HUNDRED FORTY-TWO DOLLARS and 97/100 (\$247,942.97)**. 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, 2023 and continuing through June 30, 2024. Overtime and additional duty assignments are not included in this reimbursement and may not be added to the monthly invoice or invoiced separately.

**4.1.1** If an 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.

**4.1.2** 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.

**4.1.3** In the event of an emergency when an 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.

**4.2** The maximum number of hours that the SROs 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 an 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 WPD ("Town policy") and overtime regulations contained in the Fair Labor Standards Act.

**4.2.1** The Parties agree any overtime hours worked during an 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.

**4.2.2** 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.

**4.2.3** It is understood and agreed that time spent by an 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.

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

- 4.3.1 Suitable accommodations at school (i.e. a lockable room with limited access, telephone, desk, chair, computer, and filing cabinet).
- 4.3.2 A radio with all school frequencies.
- 4.3.3 Keys and key-card access and/or other identification to all assigned schools.
- 4.3.4 Reasonable opportunities to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues.
- 4.3.5 A dedicated parking space in an approved location for the SRO patrol car.
- 4.3.6 A School System-issued cell phone.

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

- 5.1 The SROs under this Agreement will be employees of the Town and not employees of the School System. The SROs 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 SROs. 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 an 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 an 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 an 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 SROs in the SRO Program, the SROs 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 SROs 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, 2023 and ending on June 30, 2024.

**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](mailto: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](mailto: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](mailto:jenkinj@pitt.k12.nc.us)  
(John Jenkins, Security Coordinator)

*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](mailto: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 SROs for participation in the SRO Program as described herein, the School System agrees to reimburse the Town for the cost of the SROs, 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.

**[Remainder of Page Left Blank Intentionally. Signature Page Follows.]**

THE PITT COUNTY BOARD OF EDUCATION

TOWN OF WINTERVILLE

---

Ethan A. Lenker  
Superintendent

---

Terri L. Parker  
Town Manager

---

Aaron Errickson  
Executive Director of Operations

---

Ryan Willhite  
Chief of Police

**APPROVED AS TO FORM:**

---

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.

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Debra Baggett  
Chief Financial Officer, Pitt County Schools

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Date

**ATTACHMENT A**

**PITT COUNTY SCHOOLS  
SCHOOL RESOURCE OFFICER PROGRAM MANUAL  
2023-2024**

# **SCHOOL RESOURCE OFFICER PROGRAM MANUAL**

## **2023-2024**

### **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.<sup>1</sup>
4. School administrators shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others.

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<sup>1</sup> 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 2023 through June 2024, 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 2023 should be transmitted no later than October 5, 2023).
2. During the months of September 2023 through June 2024, 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 2023 should be transmitted no later than October 5, 2023).

3. During the months of September 2023 through June 2024, 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 2023 is due no later than September 30, 2023).

## **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, 2023. THE FORM SHOULD BE SENT VIA E-MAIL TO JOHN JENKINS ([jjenkins@pitt.k12.nc.us](mailto:jjenkins@pitt.k12.nc.us)).**

**ATTACHMENT C**  
**SRO PERFORMANCE EVALUATION METRIC 2023-2024 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
<b>Q1:</b> 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.	
<b>Q2:</b> 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.	
<b>Q3:</b> SRO participates in or attend school functions during regular duty hours in order to assure the peaceful operation of school-related programs.	
<b>Q4:</b> 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.	
<b>Q5:</b> 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.	
<b>Q6:</b> 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.	
<b>Q7:</b> 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.	
<b>Q8:</b> 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:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**NORTH CAROLINA**  
**PITT COUNTY**

**WINTERVILLE POLICE DEPARTMENT**  
**SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**  
**2023–2024**

This Winterville Police Department School Resource Officer Program Agreement for the 2023–2024 School Year (“Agreement”) is made and entered into this the 30th day of June, 2023, 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 three (3) full-time SROs 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.





- 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 SROs 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 SROs and to coordinate the functions of the SROs 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 Department, communicating any temporary SRO replacements with the name of the officer and contact information to the School System's Security Department, 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 SROs no later than September 30, 2023. 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 SROs provided at a total annual cost of **TWO HUNDRED FORTY-SEVEN THOUSAND NINE HUNDRED FORTY-TWO DOLLARS and 97/100 (\$247,942.97)**. 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, 2023 and continuing through June 30, 2024. Overtime and additional duty assignments are not included in this reimbursement and may not be added to the monthly invoice or invoiced separately.

**4.1.1** If an 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.

**4.1.2** 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.

**4.1.3** In the event of an emergency when an 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.

**4.2** The maximum number of hours that the SROs 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 an 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 WPD ("Town policy") and overtime regulations contained in the Fair Labor Standards Act.

**4.2.1** The Parties agree any overtime hours worked during an 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.

**4.2.2** 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.

**4.2.3** It is understood and agreed that time spent by an 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.

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

- 4.3.1 Suitable accommodations at school (i.e. a lockable room with limited access, telephone, desk, chair, computer, and filing cabinet).
- 4.3.2 A radio with all school frequencies.
- 4.3.3 Keys and key-card access and/or other identification to all assigned schools.
- 4.3.4 Reasonable opportunities to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues.
- 4.3.5 A dedicated parking space in an approved location for the SRO patrol car.
- 4.3.6 A School System-issued cell phone.

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

- 5.1 The SROs under this Agreement will be employees of the Town and not employees of the School System. The SROs 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 SROs. 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 an 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 an 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 an 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 SROs in the SRO Program, the SROs 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 SROs 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, 2023 and ending on June 30, 2024.

**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](mailto: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](mailto: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](mailto:jenkinj@pitt.k12.nc.us)  
(John Jenkins, Security Coordinator)

*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](mailto: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 SROs for participation in the SRO Program as described herein, the School System agrees to reimburse the Town for the cost of the SROs, 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.

**[Remainder of Page Left Blank Intentionally. Signature Page Follows.]**

THE PITT COUNTY BOARD OF EDUCATION

TOWN OF WINTERVILLE

---

Ethan A. Lenker  
Superintendent

---

Terri L. Parker  
Town Manager

---

Aaron Errickson  
Executive Director of Operations

---

Ryan Willhite  
Chief of Police

**APPROVED AS TO FORM:**

---

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.

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Debra Baggett  
Chief Financial Officer, Pitt County Schools

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Date

**ATTACHMENT A**

**PITT COUNTY SCHOOLS  
SCHOOL RESOURCE OFFICER PROGRAM MANUAL  
2023-2024**

# **SCHOOL RESOURCE OFFICER PROGRAM MANUAL**

## **2023-2024**

### **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.<sup>1</sup>
4. School administrators shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others.

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<sup>1</sup> 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 2023 through June 2024, 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 2023 should be transmitted no later than October 5, 2023).
2. During the months of September 2023 through June 2024, 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 2023 should be transmitted no later than October 5, 2023).

3. During the months of September 2023 through June 2024, 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 2023 is due no later than September 30, 2023).

## **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, 2023. THE FORM SHOULD BE SENT VIA E-MAIL TO JOHN JENKINS ([jjenkins@pitt.k12.nc.us](mailto:jjenkins@pitt.k12.nc.us)).

**ATTACHMENT C**  
**SRO PERFORMANCE EVALUATION METRIC 2023-2024 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
<b>Q1:</b> 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.	
<b>Q2:</b> 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.	
<b>Q3:</b> SRO participates in or attend school functions during regular duty hours in order to assure the peaceful operation of school-related programs.	
<b>Q4:</b> 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.	
<b>Q5:</b> 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.	
<b>Q6:</b> 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.	
<b>Q7:</b> 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.	
<b>Q8:</b> 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:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_