



WINTERVILLE TOWN COUNCIL AGENDA (AMENDED)
MONDAY, JANUARY 8, 2024 - 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. Martin Luther King Day 2024.
 2. Human Trafficking Month 2024.
- VII. **PUBLIC HEARINGS:**
 1. Quail Trace Subdivision – Rezoning Request.
- 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. Ange Plaza Lot 25 & 33 Annexation Request - Schedule Public Hearing.
 2. Approval of Memorandum of Understanding and Resolution with the North Carolina League of Municipalities.
 3. Budget Amendment 2023-2024-4.
 4. Audit Contract for FY 2022-2023 - Amendment to Contract with Carr, Riggs, & Ingram, LLC.
- X. **NEW BUSINESS:**
 1. Blueberry Preliminary Plat.
 2. Tripp Brothers Change Order.
 3. Appointment of MPO Transportation Advisory Committee Alternate.

XI. OTHER AGENDA ITEMS:

1. Request for Town Forum (between Winterville residents and those that provide service and protection. (Councilwoman Hawkins).
2. Town Based Transportation. (Councilwoman Hawkins).
3. All-Call Alert System. (Councilwoman Hawkins).
4. Equitable Housing. (Councilwoman Hawkins).
5. Update on North Winterville Cemetery Sign. (Councilman Moye).

XII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS.

XIII. QUARTERLY REPORTS FROM DEPARTMENT HEADS.

XIV. ANNOUNCEMENTS:

- Martin Luther King Day Holiday - Town Offices Closed: Monday, January 15, 2024.
- Planning and Zoning Board Meeting: Tuesday, January 16, 2024 @ 7:00 pm - Town Hall Assembly Room.
- Board of Adjustment Meeting: Tuesday, January 16, 2024 @ 7:30 pm - Town Hall Assembly Room.
- Town Council Orientation Session: Saturday, January 20, 2024 @ 8:00 am - Town Hall Assembly Room.
- Recreation Advisory Board: Tuesday, January 23, 2024 @ 6:30 pm – Operation Center.
- Human Relations Board Meeting: Thursday, January 25, 2024 @ 7:00 – Executive Conference Room.
- Town Council Vision Setting Meeting: Tuesday, January 30, 2024 @ 5:30 pm - Town Hall Assembly Room.
- Town Council Recycle/Solid Waste Work Session: Thursday, February 22, 2024 @ 5:30 pm - Town Hall Assembly Room.

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

XVI. ADJOURN.

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



PROCLAMATION

DR. MARTIN LUTHER KING, JR. DAY - January 15, 2024

WHEREAS, Dr. Martin Luther King, Jr. was a great moral leader who espoused peace and the brotherhood of man; and

WHEREAS, Dr. King advanced the cause of the attainment of social changes for all people and the establishment of "The Beloved Community" worldwide; and

WHEREAS, Dr. Martin Luther King, Jr. admonished us to have faith, wisdom, and conviction that racial harmony can be achieved and left us a blueprint for harmonious relationships, let us, therefore, embrace his principles of love, peace and non-violence as well as freedom and justice for all; and

WHEREAS, a national holiday has been established by law to observe the anniversary of Dr. King's birth; and

WHEREAS, the State of North Carolina has established the third Monday in January as a legal holiday in honor of his birth;

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville hereby proclaim January 15, 2024, as "DR. MARTIN LUTHER KING, JR. DAY" throughout the Town of Winterville. I urge all citizens to avail themselves of the splendid opportunity to remember and celebrate the life of Dr. King, whose struggle for civil rights and noble pursuit of equality for all Americans deserve our heartfelt appreciation.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 8th day of January 2024.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION

HUMAN TRAFFICKING AWARENESS AND PREVENTION MONTH, JANUARY 2024

WHEREAS, human trafficking involves the recruitment, harboring, transportation, provision, buying or selling of human beings for their services of labor or commercial sex through the use of force, fraud or coercion; and

WHEREAS, human trafficking violates basic human rights and deprives victims of human dignity and freedom; and,

WHEREAS, human trafficking is a growing global and national problem, with North Carolina being consistently ranked among the top fifteen states for prevalence in human trafficking; and

WHEREAS, in Pitt County the Pitt County Human Trafficking Multidisciplinary Team responds to local victimization at increasing rates; and

WHEREAS, sex buyers are the reason that children and adults are being groomed and recruited by traffickers into the exploitative sex industry; and

WHEREAS, our community must hold accountable those people who purchase sex, exploit workers, and those people who look the other way; and

WHEREAS, the Pitt County Coalition Against Human Trafficking seeks to eradicate human trafficking by empowering organizations and individuals through collaboration, leadership and training; and

WHEREAS, NC Stop Human Trafficking, ECU Health, Daughters of Worth, Pitt County Sheriff's Office, the Greenville Police Department, the Center for Family Violence Prevention, and many other organizations are active members of the Pitt County Coalition Against Human Trafficking/Pitt County Human Trafficking Multidisciplinary Team; and

WHEREAS, the Town of [TOWN] is committed to protecting people vulnerable to human trafficking and taking action to end human trafficking by holding the sex buyers and traffickers accountable;

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville do hereby proclaim January 2024 as "Human Trafficking Awareness and Prevention Month" in the Town of Winterville and commend its observance to all citizens.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 8th day of January 2024.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: January 8, 2024

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Quail Trace Subdivision – Rezoning Request (Parcel 16207).

Action Requested: Hold the Public Hearing for Rezoning.

Attachment: Rezoning Application, Rezoning Map, Legal Description, Applicant's 'Sketch-Concept' of Quail Trace, and Staff Report.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 12/28/2023

ABSTRACT ROUTING:

TC: 1/2/2024

TM: 1/3/2024

Final: tlp - 1/3/2024

Supporting Documentation

Applicant: Garden Street Communities Southeast, LLC.

Location: Between Reedy Branch Road and Winterville Parkway/ Highway 11. Across Reedy Branch Road from Copper Creek, Summer Winds, and Magnolia Ridge.

Parcel Numbers: 16207. **Site Data:** 34.72 acres. **Current Zoning District:** AR.

Proposed Zoning District: R-10 Conditional District (CD). Conditions: "All external materials on constructed homes will consist of Hardie Plank, Stone, or Brick." (* This Condition was added after the P&Z Meeting but before the Public Hearing).

Comprehensive Plan/Future Land Use Plan Character Area: 'Urban Neighborhood'

- ❖ Urban Neighborhood's General Character: "Somewhat higher density, predominantly single family detached residential housing. Some attached housing and/or small-scale commercial, retail, or restaurants allowed at select locations".
- ❖ Urban Neighborhood's Potential Zoning: R-12.5, R-10, & R-8. Possibly NB, R-6, or MR.

Notice:

- ❖ Adjacent property owners were mailed notification of the rezoning request & P&Z meeting on November 14, 2023.
- ❖ Notification was posted on the site on November 8, 2023.

P&Z and Staff Recommendation :

- ❖ Planning and Zoning Board heard the proposal at their November 20, 2023 Meeting and recommended approval of the rezoning (7-1).
- ❖ Staff Recommends approval of the Proposed Rezoning to R-10 as it is harmony with the Town's Comprehensive Land Use Plan and Future Land Use Map.

Budgetary Impact: TBD.

Recommendation: Hold Public Hearing and Review the Rezoning Proposal.



**REZONING APPLICATION
TOWN OF WINTERVILLE**

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

Staff Use Only
Appl. # _____

OWNERSHIP INFORMATION:

Applicant: Garden Street Communities Southeast, LLC
Address: 149 US 70, Garner NC 27529
Phone #: 910.548.8433
Owner: Dan S. McLawhorn, Ryan K. McLawhorn, Mary McLawhorn
Address: 5093 Reedy Branch Road, Winterville NC 28590
Phone #: _____

PROPERTY INFORMATION

Parcel #: 16207 Area (square feet or acres): 34.72
Current Land Use: Farm Land
Location of Property: Reedy Branch Road, Directly across from entrance to Copper Creek Drive

ZONING REQUEST

Existing Zoning: AR Requested Zoning: R-10
Reason for zoning change: With the intent to develop into a single family detached residential subdivision.

Conditions: All external materials on constructed homes will consist of Hardie Plank, Stone, Or Brick.

This application shall be accompanied by the following items:

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

OWNER/AGENT STATEMENT

I, Garden Street Communities Southeast, LLC, being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for November / 20 / 2023.

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

- All owners of the property must sign the application.

[Signature]
Signature

11/1/2023
Date

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

- All owners of the property must sign the application.

I, Mary McLawhorn, being the Owner of the property described herein, do hereby authorize Garden Street Communities Southeast, LLC as agent for the purpose of this application.

Mary McLawhorn
Signature

11/02/2023
Date

Sworn to and subscribed before me, this 2nd day of November, 2023.



Wanda G. Ellis
Notary Public

My Commission Expires: March 19, 2027

OWNER/AGENT STATEMENT

I, Garden Street Communities Southeast, LLC, being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for November / 20 / 2023.

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

- All owners of the property must sign the application.

[Signature]
Signature

11/1/2023
Date

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

- All owners of the property must sign the application.

I, DAN S McLAWHORN, being the Owner of the property described herein, do hereby authorize Garden Street Communities Southeast, LLC as agent for the purpose of this application.

Dan S McLawhorn
Signature

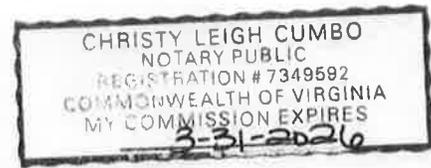
11/02/2023
Date

Sworn to and subscribed before me, this 2 day of November, 2023.

Christy Leigh Cumbo
Notary Public

My Commission Expires:

March 31, 2026



OWNER/AGENT STATEMENT

I, Garden Street Communities Southeast, LLC, being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for November / 20 / 2023.

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

- All owners of the property must sign the application.

[Signature]
Signature

11/1/2023
Date

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

- All owners of the property must sign the application.

I, RYAN McLAWHORN, being the Owner of the property described herein, do hereby authorize Garden Street Communities Southeast, LLC as agent for the purpose of this application.

[Signature]
Signature

11/2/2023
Date

Sworn to and subscribed before me, this 2 day of November, 2023.

[Signature]
Notary Public

My Commission Expires:

March 31, 2026

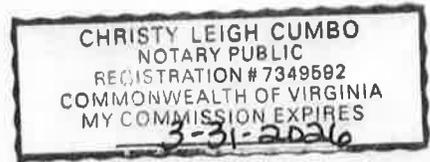


Exhibit "A"
Legal Description
Winterville, Pitt County, North Carolina

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Town of Winterville Planning Department
Quail Trace Rezoning Request- Zoning Staff Report**

GENERAL INFORMATION

APPLICANT	Garden Street Communities Southeast, LLC.
HEARING TYPE	Rezoning Request
REQUEST	R-10 Conditional District (CD): Conditions: "All external materials on constructed homes will consist of Hardie Plank, Stone, or Brick."
CONDITIONS	None
LOCATION	Between Reedy Branch Road and Winterville Parkway.
PARCEL ID NUMBER(S)	16207
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request on 11/14/23 for the P&Z meeting. Notification was posted on site on 11/8/23. 17 properties were mailed notification.
TRACT SIZE	34.72 +/- acres
TOPOGRAPHY	Flat
VEGETATION	Cleared with a small patch of woods that are equal to around 4 acres.

SITE DATA

EXISTING USE	Vacant/Farmed/ Wooded
---------------------	-----------------------

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	GB	Agricultural.
W	R-12.5 (Copper Creek); R-15 & R-12.5 (Summer Winds) .	Single Family Residential.
E	Industrial (across Highway 11); GB (on Parcel number 41496) and A-R (on Parcel 51816).	Agricultural & Commercial.
S	Agricultural-Residential. Except the small portion of GB that is referred to above on parcel number 41496)	Single Family Residential, Agricultural, Vacant field/pasture, Commercial.

ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	Agricultural-Residential (A-R)	R-10 (Residential)



MAX DENSITY	TBD	TBD
TYPICAL USES	A-R: low density residential and agricultural uses where urban development is expected to occur.	Medium-density neighborhood consisting of single-family residences.

SPECIAL INFORMATION

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

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

LANDSCAPING & BUFFER REQUIREMENTS

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

TRANSPORTATION

STREET CLASSIFICATION	Reedy Branch Rd. – NCDOT Owned Public Street. Classified as a “Minor Thoroughfare” by our MPO Transportation Plan. Winterville Parkway (Highway 11) – NCDOT Owned Public Street. Classified as a “Boulevard-Major Thoroughfare” by our MPO Transportation Plan.
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	Reedy Branch Road (just north of this site) latest AADT 2022: 1,900. Winterville Parkway: Adjacent counts, latest AADT 2022: 20,000.



Level Of Service (Transportation Analysis) Current= 2016 Study; Future= 2045 Projection. <i>* LOS is rated from A-F: A is the best, F the worst.</i> <i>* Roadway Improvement and street design is based upon achieving a minimum of LOS D on existing facilities and LOS C on new facilities.</i>	Reedy Branch Road: Adjacent segment. <ul style="list-style-type: none"> • Current: LOS A. (Very low A). • Future: LOS A. (Very low A) Winterville Parkway: Adjacent segment. <ul style="list-style-type: none"> • Current Southbound: LOS B (Low-Medium B) • Current Northbound: LOS C (Very Low C) • Future Southbound: LOS B (Very Low B). • Future Northbound: LOS B (High B).
TRIP GENERATION	TBD.
SIDEWALKS	Required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	N/A – Rezoning Phase.
OTHER	N/A

IMPACT ANALYSIS

Land Use Compatibility

This site is currently agricultural land. Directly adjacent to the property, it touches four single family homes, and a site that was previously used as a retail-commercial craft and grocery store. The remaining land greatly remains open/active farmland. Winterville Parkway acts as a barrier on the eastern side of the property and across Reedy Branch Road, to the west of the property, Copper Creek, Summer Winds, and Magnolia Ridge single-family home subdivisions are found.

Town of Winterville Comprehensive Land Use Plan Policies

The Future Land Use Map designates this property as a **“Urban Neighborhood”** character area. These areas are for somewhat higher density, predominantly single family detached residential housing. Some attached housing and/or small-scale commercial, retail, or restaurants are allowed at select locations. The requested R-10 zoning district *is* consistent with the character area as defined by the future land use designation.

Comprehensive Land Use Plans - Recommendations & Implementation

Urban Neighborhood Character Area -

- Primarily medium-sized lots with single family detached residential and occasionally smaller-scale, context-sensitive patio homes and attached residential permitted if design criteria are met. Generally 3-8 dwellings per acre. Some small-scale services, restaurants, or offices encouraged at select locations with good access.
 - At R-10, the density would theoretically be 4.36 units per acre however once roads and stormwater facilities are constructed, along with other factors, the



actual units per acre will be considerably less.

Comprehensive Plan Strategies: Policy 1: Economic Development

Policy 3, Reinforce the Town's Identity as a family-friendly community.

- Strategy 3.1 Support rezonings to residential uses in the Suburban Residential and Urban Residential areas identified on the Future Land Use Map.

STAFF ANALYSIS AND RECOMMENDATION

Community Outreach

As always, the applicant is encouraged to discuss this proposed rezoning with owners of surrounding properties.

Staff Analysis

The subject, 34.72-acre property, is currently used for agricultural purposes. The current uses of the surrounding properties are mostly for agricultural farmland or single family residential. There are commercially zoned sites adjacent to this property that may develop in the future. Highway 11, creates a 'barrier', of sorts, to the east of this property, for any use that may occur on the eastern side of Highway 11. West of this property, similar, single-family residential subdivisions have seen steady construction since the year 2000. Magnolia Ridge, Summer Winds, and Copper Creek have a mixture of R-10 CD, R-12.5 CD, and R-12.5. There is also very small portion of R-15 within the Summer Winds subdivision - 7 homes adjacent to Reedy Branch Road.

The proposal of a R-10 Zoning District on this 34.72 acre site is consistent with the Comprehensive Plan and Future Land Use Map.

Staff & P&Z Recommendation

Staff recommends **approval** of the rezoning request for the 34.72 acres from AR to R-10.

Planning and Zoning Board heard the proposal at their November 20, 2023 Meeting and recommended approval of the rezoning (7-1).



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: January 8, 2024

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Ange Plaza Lot 25 & 33 Annexation Petition – Annexation Request (Parcels 52602 & 84684).

Action Requested: Schedule Public Hearing for February 12, 2024 Council Meeting.

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

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 12/28/2023

ABSTRACT ROUTING:

TC: 1/2/2024

TM: 1/3/2024

Final: tlp - 1/3/2024

Supporting Documentation

Applicant: Winterville Commons LLC. (Alan M. Maness).

Location: Within “Ange Plaza” on Beacon Drive, Tilco Drive, and Flower Drive.

Parcel Numbers: 52602 & 84684.

Site Data: 10.7009 acres.

Plans for Site: Lowes Foods anchored shopping center with other retail, service, and similar commercial establishments.

Zoning District: General Business (G-B).

Rezoning Process:

- ❖ 1st Council Meeting: Direct Town Clerk to Investigate Sufficiency of Annexation.
- ❖ 2nd Council Meeting, if above is complete: Schedule Public Hearing for Annexation Petition.
- ❖ 3rd Council Meeting, if above is complete: Hold Public Hearing for Annexation Petition.

Budgetary Impact: TBD.

Recommendation: Schedule Public Hearing for February 12, 2024 Council Meeting.

PETITION REQUESTING ANNEXATION
Ange Plaza, Lot 25 and Lot 33

Date: November 6, 2023

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

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

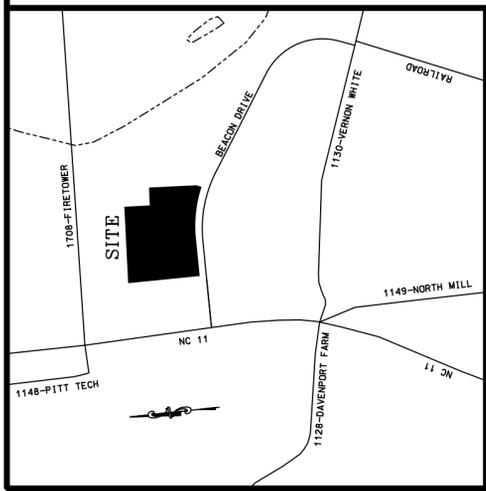
Description

See attached legal description

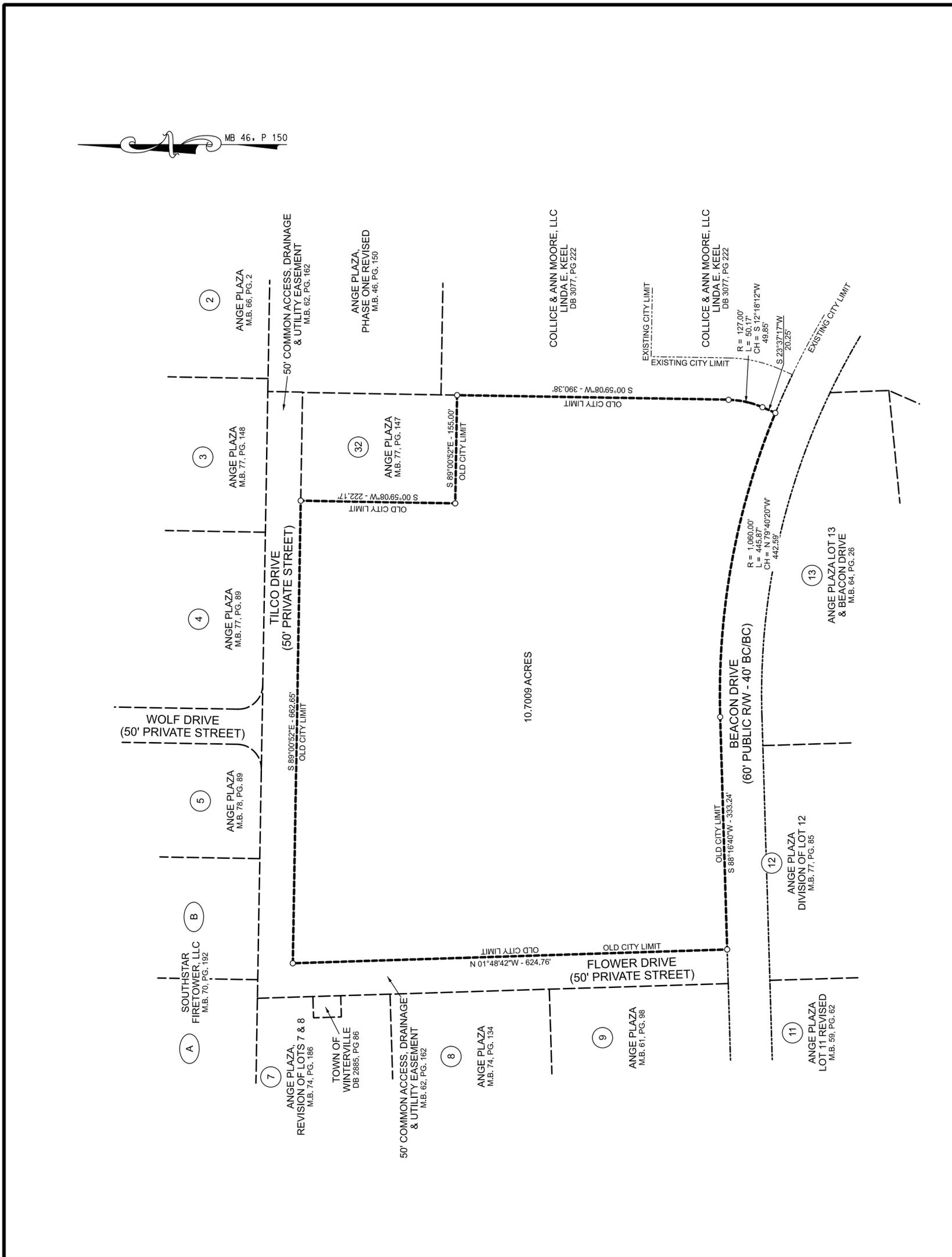
Name Winterville Commons LLC

Address 1775 Graham Ave. Suite 201
Henderson, NC 27536

Signature Alan M. Maness, PE
Digitally signed by Alan M. Maness, PE
DN: cn=US, email=aman@barnetprop.com, o=Barnett
Properties, LLC, c=Alan M. Maness, PE
reason: I agree to the terms defined by the
placement of my signature on this document
Date: 2023.11.09 12:49:17-0500



VICINITY MAP
1" = 1000'



ANNEXATION MAP FOR
ANGE PLAZA LOT 25 AND LOT 33
REFERENCE: DEED BOOK 4400,
PAGE 874 OF THE PITT COUNTY REGISTRY
WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: WINTERVILLE COMMONS, LLC
ADDRESS: 1775 GRAHAM AVE., SUITE 201
HENDERSON, NC 27636
PHONE: (252)492-7551

MALPASS & ASSOCIATES
NC LICENSE NO. C-1289
1645 E. ARLINGTON BLVD., SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780

SURVEYED:	CEP	APPROVED:	CEP
DRAWN:	WCO	DATE:	11/7/23
CHECKED:	CEP	SCALE:	1" = 100'

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE TOWN OF WINTERVILLE, N.C.

DATE: _____; ORDINANCE NUMBER: _____; AREA: 10.7009 ACRES
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

I, CARLTON E. PARKER, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK _____, PAGE _____, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.

THIS _____ DAY OF _____ A.D., 2024.

CARLTON E. PARKER L-2880

PROGRESS DRAFTING

Legal Description For
Winterville Commons, LLC

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

Beginning at an existing iron stake in the southern line of Tilco Drive, said point being the northwest corner of Lot 32 Ange Plaza as recorded in map book 77, page 147 of the Pitt County Registry, thence from said point of beginning with the western line of Lot 32 Ange Plaza **S 00-59-08 W – 222.17'** to an existing iron stake at the southwest corner of Lot 32 Ange Plaza, thence with the southern line of Lot 32 Ange Plaza **S 89-00-52 E – 155.00'** to an existing iron stake in the western line of the Collice & Ann Moore, LLC and Linda E. Keel property as recorded in deed book 3077, page 222, thence with the western line of the Collice & Ann Moore, LLC and Linda E. Keel property **S 00-59-08 W – 390.38'** to an existing iron stake, thence **50.17' along the arc of a curve, said curve being to the right and having a radius of 127.00' and a chord bearing S 12-18-12 W – 49.85'** to an existing iron stake, thence **S 23-37-17 W – 20.25'** to an existing iron stake in the northern right of way of Beacon Drive, thence with the northern right of way of Beacon Drive **445.87' along the arc of a curve, said curve being to the left and having a radius of 1060.00' and a chord bearing N79-40-20 W – 442.59'** to a new iron stake, thence **S 88-16-40 W – 333.24'** to a magnetic nail set in the eastern line of Flower Drive, thence with the eastern line of Flower Drive **N 01-48-42 W – 624.76'** to a magnetic nail set in the southern line of Tilco Drive, thence with the southern line of Tilco Drive **S 89-00-52 E – 662.65'** to the point of beginning containing **10.7009 acres**.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: January 8, 2024

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Memorandum of Agreement with the NC League of Municipalities.

Action Requested: Approval of Agreement and Resolution.

Attachment: Memorandum of Agreement and Resolution.

Prepared By: Anthony Bowers, Asst. Town Manager

Date: 1/2/2024

ABSTRACT ROUTING:

TC:

TM: 1/5/2024

Final: 1/5/2024

Supporting Documentation

The NC League of Municipalities has grant support services funded with American Rescue Plan proceeds. In order to take advantage of the services offered by the NCLM; the Town must adopt a resolution and approve the Memorandum of Agreement with the league and the provided resolution.

The NCLM will cover up to \$30,000 in grant management services. The NCLM has subcontracted out the services to a firm called Witt O'Brian's.

This request is coming to the Council late due to our meeting with Witt O'Brian's was not scheduled until Friday 1/5/2023. It was determined in that meeting that; time was of the essence, especially regarding our BRIC application that has a value of over 4 million dollars.

The BRIC application is due prior to the Council's next scheduled meeting. In order to use their services, it is in the best interest of the Town to expedite that MOA and Resolution.

Budgetary Impact: No cost to the Town.

Recommendation: Staff recommends approving the MOA and the Resolution.

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

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

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League’s Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the _____ day of _____, 2024.

TOWN OF WINTERVILLE

By: _____
Richard E. Hines, Mayor

ATTEST:

By: _____
Donald Harvey, Town Clerk

Exhibit A
MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Winterville (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall within the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury.”

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

1. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

2. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

6. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF WINTERVILLE**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

9. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

10. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

Exhibit B – Description of Services, Compensation, and Expenses

The services for which the League is providing the **Town of Winterville** through NCLM's Consultant, **Witt O'Brien's**, is titled **Grant Services**.

Description of Services:

The League is prepared to provide up to \$30,000 worth of Grant Services, unless otherwise amended by the League and agreed upon by the Town of Winterville, to invest in Winterville's pursuit of alternative funding options, including grants, appropriations or other mechanisms deemed appropriate, to fulfill its objectives and maximize or leverage their ARP LFRF allocation.

There are a total of three possible phases for these Grant Services, each having a maximum budget available to apply towards eligible associated costs as defined by:

Phase 1: *Project identification, project prioritization, and available funding source identification based on alignment, eligibility, timeline, and the municipality's ability to meet requirements or criteria.* This phase will require exploration by the Consultant, Witt Obrien's, to determine the appropriate and optimal paths, including discussion with the appropriate municipal point of contact(s) about what the needs are, what projects have already been identified as needs, and working through an analysis to determine the most competitive options. Once these decisions are mutually made between the Consultant and the Municipality, the Municipality will have the opportunity to proceed with Phase 2, prepare grant application(s), or opt not to proceed.

Phase 1 is eligible for up to \$10,000 for the work to perform the scope of services within this phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 2 and be eligible for an additional service valued up to \$10,000, the Municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

Phase 2: *Preparation and submittal of the grant application(s).* This phase covers all of the work the Consultant will do to prepare an application(s) that meets the criteria and requirements of the grantor and the grant program, to the best of their ability, based on the Municipality 's responsiveness to questions, data, and the information requested by the Consultant.

Phase 2 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 3 and be eligible for an additional service valued up to \$10,000, the Municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

Phase 3: *Grant Award Management.* Work in this phase includes:

- Finalizing the grant agreements between the grantor and the grantee, identifying and preparing required compliance measures and documents.
- Drafting or updating appropriate policies and procedures, helping to implement necessary internal controls, and providing staff training as appropriate.
- Establishing a method to meet reporting requirements (may include reporting activities).

This phase may or may not be appropriate or available for funding, depending on the following scenarios:

1. The Consultant and Municipality must secure a grant award to be eligible for a Grant Award Management, and
2. The timeline for which the compliance and reporting requirements are necessary surpasses the availability of the League's Grant Services for towns due to the obligation and expenditure deadlines of the U.S. Treasury and the American Rescue Plan program. See the timeline below for more details.

Phase 3 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs covered by the League, up to \$10,000, and paid directly to the Consultant.

Timeline:

Costs associated with the scope of services outlined above are available for reimbursement by the League by paying the Consultant through December 31, 2026. The Consultant and the Municipality will determine grant service project schedules individually. The League can only support costs and pay for services rendered before January 1, 2027.

Additional Terms:

1. Neither the League nor Witt O'Brien's can guarantee a successful grant award. Many factors, including those out of the Consultant's control, can impact the outcome of a grant application. The Municipality understands and accepts this reality. However, a grant application reflective of a responsive, thoughtful, and prepared effort is valuable and can be utilized for future opportunities that benefit the Municipality. The grant application package's contents will be the Municipality's property to use as they wish for future needs.
2. The Consultant and the League will remain in active communication through their work with a Municipality. Through the League's Agreement with Witt O'Brien's, the Consultant has agreed to notify the League if a service is reaching the maximum amount of costs associated with the scope and phase of the project. Therefore, there shall be no surprises of extra expenses exceeding the maximum threshold unless deemed acceptable by the Municipality to be borne at their cost.
3. The Municipality understands that Witt O'Brien's will require their time and resources to obtain data and information to complete assessments, applications, and management services, if applicable. By signing this Agreement, the Municipality understands and accepts that responsibility.

4. When the Municipality is granted an award through the successful grant application by the Consultant, it is not the League's intent to require the Municipality to accept the award officially. While we would prefer the town's acceptance of the grant to meet the interests of this program, we understand and appreciate that circumstances can change over time. However, it should be noted that a decision not to proceed at this stage in the process may result in the League's inability to invest in future/additional grant awards for the Municipality and will likely be looked upon unfavorably by the granting source, thus possibly making the Municipality non-competitive with that grantor in future funding cycles.

These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services proved to the Municipality to assist in development of the Municipality's ARP project funded in part by the Municipality's ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds.

("ARP enabled funds" are described in numerous UNC SOG publications. See American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates' Canons NC Local Government Law (unc.edu)).

Last Revised: 9/8/23



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: January 8, 2024

Presenter: Jessica Manning, Finance Director

Item to be Considered

Subject: Budget Amendment 2023-2024-4.

Action Requested: Approval of Budget Amendment.

Attachment: Budget Amendment 2023-2024-4.

Prepared By: Jessica Manning, Finance Director

Date: 1/2/2024

ABSTRACT ROUTING:

TC: 1/2/2024

TM: 1/3/2024

Final: tlp - 1/3/2024

Supporting Documentation

This is the fourth budget amendment for the 2023-2024 Fiscal Year.

The first and second item addresses the need to increase the Capital Outlay line items in the Administration and Police departments to cover the taxes and tags for the vehicle purchases in the amount of \$950 and \$2,300 respectively that were not originally included in the line item.

The third item is needed to cover the reclassification of the Tax Collection Fees in the amount of \$20,500 that are paid each year from our tax revenues.

The fourth item address the need to increase the Police Overtime line item in the amount of \$25,000 due to additional overtime needed for the Watermelon Festival and to cover staffing shortages and absences. This will also help to cover additional overtime anticipated for the remaining of the fiscal year.

The fifth item addresses the need to increase the Insurance and Bonds line item in the amount of \$62,000 due to the Property and Liability Insurance and the Workers Compensation Insurance premiums being higher than anticipated.

The sixth item addresses the need to replace a delapidated AC water line on Railroad St. that cannot handle the reconstruction of the road. The water line replacement estimate is \$52,500.

The last item addresses the use of an outside consulting firm to assist the Town with its BRIC grant application and the BCA Calculation. The estimate was not to exceed \$25,000.

Budgetary Impact: The total budget amendment will increase the budget in the amount of \$188,250.

Recommendation: Staff recommends Council approve the amendment.

BUDGET ORDINANCE AMENDMENT 2023-2024-4

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, 2024:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION	Fund	Account	Increase	Decrease
Fund Balance Appropriation	General	10-0000-00 3831	\$110,750.00	
Fund Balance Appropriation	Water	61-0000-00 3831	\$52,500.00	
Fund Balance Appropriation	Stormwater	63-0000-00 3831	\$25,000.00	

Total \$188,250.00 \$0.00

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION	Account		Department	Fund	Increase	Decrease
Capital Outlay Account	10-4120-00	7150	Administration	General	\$950.00	
Capital Outlay Account	10-4310-00	7150	Police	General	\$2,300.00	
Contracted Services	10-4120-01	4233	Finance	General	\$20,500.00	
Overtime	10-4310-00	4121	Police	General	\$25,000.00	
Insurance and Bonds	10-9500-00	5122	Non-Departmental	General	\$62,000.00	
Capital Outlay Account	61-7210-00	7150		Water	52,500	
Contracted Services	63-7421-00	4233		Stormwater	\$25,000.00	

Total \$188,250.00 \$0.00

Adopted the 8th day of January 2024.

Mayor

Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: January 8, 2024

Presenter: Jessica Manning, Finance Director

Item to be Considered

Subject: Audit Contract for Fiscal Year 2022-2023.

Action Requested: Approval of Amendment to the Audit Contract with Carr, Riggs, & Ingram, LLC for 2023.

Attachment: Audit Contract.

Prepared By: Jessica Manning, Finance Director

Date: 1/2/2024

ABSTRACT ROUTING:

TC: 1/2/2024

TM: 1/3/2024

Final: tlp - 1/3/2024

Supporting Documentation

Each year the Town Council must approve the contract with the audit firm that it uses for its independent review of the Town's Finances. The audit contract with Carr, Riggs, & Ingram, LLC had to be amended for the 2022-2023 fiscal year due to the audit being submitted past the original submission date of 10/31/2023. The Local Government Commission requires an amended audit contract to be approved, signed, and submitted to them if the audit submission is past the contract date.

Budgetary Impact: None.

Recommendation: Staff recommends Council approve the amended Audit Contract.

Whereas	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending	and originally to be submitted to the LGC on	Date
	<input type="text"/>		<input type="text"/>

hereby agree that it is now necessary that the contract be modified as follows.

Modification to date submitted to LGC	Original date	Modified date
	Original fee	Modified fee
Modification to fee		

Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- Change in scope
- Issue with unit staff/turnover/workload
- Issue with auditor staff/turnover/workload
- Third-party financial statements not prepared by agreed-upon date
- Unit did not have bank reconciliations complete for the audit period
- Unit did not have reconciliations between subsidiary ledgers and general ledger complete
- Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
- Unit did not have information required for audit complete by the agreed-upon time
- Delay in component unit reports
- Software - implementation issue
- Software - system failure
- Software - ransomware/cyberattack
- Natural or other disaster
- Other (please explain)

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

Additional Information

Please provide any additional explanation or details regarding the contract modification.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Carr, Riggs & Ingram, PLLC	
Authorized Firm Representative* (typed or printed) Michael C Jordan	Signature* 
Date* 12/18/23	Email Address mjordan@cricpa.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Winterville, North Carolina	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	01/08/24
Mayor/Chairperson* (typed or printed) Ricky Hines	Signature*
Date 01/08/24	Email Address ricky.hines@wintervillenc.com

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer* Jessica Manning	Signature*
Date of Pre-Audit Certificate* 03/14/23	Email Address* jessica.manning@wintervillenc.com

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

DISCRETELY PRESENTED COMPONENT UNIT

DPCU	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

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

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: January 8, 2024

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Blueberry- Preliminary Plat.

Action Requested: Consider Preliminary Plat.

Attachment: Preliminary Plat (Map) & Staff Report.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 12/28/2023

ABSTRACT ROUTING:

TC: 1/2/2024

TM: 1/3/2024

Final: tlp - 1/3/2024

Supporting Documentation

Applicant: Stroud Engineering, P.A. (Linwood E. Stroud, P.E.).

Location: Between Church Street Extension and Old NC 11/Mill Street; South of Park Road.

Parcel Numbers: 70857.

Site Data: 32.51 Acres.

Zoning District: R-8 CD Zoning. Condition is a minimum of 10,000sf lot sizes.

Project Background/Staff Analysis:

- ❖ Blueberry's Preliminary Plat was originally submitted to the Town of Winterville in 2021 and was denied by the Winterville Town Council (4-1) at their November 8, 2021 meeting due to Town Council's concerns about Park Road being unpaved, to request a second access, and to request the developer seek other solutions for Park Road. The 2021 Preliminary Plat was similar to the newly submitted plat however the 2021 plat proposed an emergency access gate at the Park Road driveway/street that would be usable by emergency vehicle access only. This, current, Preliminary Plat does not contain a gate at Park Road and thus it would be accessible to all vehicular travel.
- ❖ After Town Attorney review of NC General Statute and relevant North Carolina Court of Appeal Cases, the Town of Winterville may not require the pavement of Park Road as a requirement to approve this development.

P&Z and Staff Recommendation:

- ❖ Planning and Zoning Board heard the proposal at their December 18, 2023 Meeting and recommended **approval** (unanimously).
- ❖ Staff recommends **approval** of the proposed Blueberry Preliminary Plat as meets state law and the Town of Winterville's Subdivision Ordinance standards.

Budgetary Impact: TBD.

Recommendation: Staff recommends approval of the proposed Blueberry Preliminary Plat as meets state law and the Town of Winterville's Subdivision Ordinance standards.



Town of Winterville Planning Department
Blueberry Preliminary Plat Staff Report

GENERAL INFORMATION

APPLICANT	Stroud Engineering, P.A. (Linwood E. Stroud, P.E.).
HEARING TYPE	NA- No Hearing.
REQUEST	Preliminary Plat.
CONDITIONS	R-8 CD Zoning. Condition is a minimum of 10,000sf lot sizes.
LOCATION	Between Church Street Extension and Old NC 11/Mill St; South of Park Road.
PARCEL ID NUMBER(S)	70857
PUBLIC NOTIFICATION	NA for Preliminary Plat.
TRACT SIZE	32.51 acres
TOPOGRAPHY	Flat
VEGETATION	Mostly cleared farmland- small group of trees along southern portion.

SITE DATA

EXISTING USE	Vacant/ Farmland/ Wooded
---------------------	--------------------------

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	R-10	Church, Shriners Club, Vacant Farmland, Park Road.
W	AR	Railroad Tracks, Old NC 11/Mill St.; Vacant Farmland.
E	AR & R-15CD	Church, Single Family Residential.
S	AR	Vacant Farmland.

ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	Proposed
ZONING DISTRICT DESIGNATION	R-8 CD- Condition is that the minimum lot size is 10,000 sf.
MAX DENSITY	Proposing 69 Single Family Residential Lots.
TYPICAL USES	Single Family Residential Housing.



SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	Neuse River Riparian Buffer/ Stream along southern parcel line.
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit. There is a 110' Pitt County Drainage District to the south
SITE PLAN REQUIREMENTS	Site Plan / Construction Plan required.

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

LANDSCAPING & BUFFER REQUIREMENTS

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

* Buffer-yards are not required for Single Family Residential in this area.

TRANSPORTATION

STREET CLASSIFICATION	Park Road – NCDOT Street (Local Street) Church Street Ext – NCDOT Street (Local Street) Old NC 11- NCDOT Street. (Minor Thoroughfare Classification).
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	Park Road – ? Church Street Ext – 200 Old NC 11- 4,000 (Level of Service (LOS) A).
TRIP GENERATION	TBD.
SIDEWALKS	Required as shown on Preliminary Plat.
TRAFFIC IMPACT STUDY (TIS)	Not Required by Town for development.
STREET CONNECTIVITY	Interconnectivity required as shown on Preliminary Plat. Southern property line shows no interconnectivity due to environmental concerns.
OTHER	N/A



IMPACT ANALYSIS

Land Use, Zoning Ordinance, & Subdivision Ordinance Compatibility

The proposed Blueberry Preliminary Plat meet the requirements of the Subdivision Ordinance with the following exceptions:

1. Interconnectivity to the south:

- a. No Interconnectivity to the South is required due to the North Carolina Department of Environmental Quality's (NCDEQ) request to avoid impacts to the 50' Neuse River Riparian Buffer and the blue-line stream. NCDEQ has recommended that the developer use practical alternatives to access each site in order to avoid unnecessary environmental impacts.

STAFF ANALYSIS AND RECOMMENDATION

Staff Analysis

Blueberry's Preliminary Plat was originally submitted to the Town of Winterville in 2021 and was denied by the Winterville Town Council (4-1) at their November 8, 2021 meeting due to Town Council's concerns about Park Road being unpaved, to request a second access, and to request the developer seek other solutions for Park Road. The 2021 Preliminary Plat was similar to the newly submitted plat however the 2021 plat proposed an emergency access gate at the Park Road driveway/street that would be usable by emergency vehicle access only. This, current, Preliminary Plat does not contain a gate at Park Road and thus it would be accessible to all vehicular travel.

After Town Attorney review of NC General Statute and relevant North Carolina Court of Appeal Cases, the Town of Winterville may not require the pavement of Park Road as a requirement to approve this development.

Staff Recommendation

Staff recommends **approval** of the proposed Blueberry Preliminary Plat as it meets state law and the Town of Winterville's Subdivision Ordinance standards.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: January 8, 2024

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Change Order for Tripp Brothers LLC to replace a water line on Railroad Street.

Action Requested: Approval of the Change Order.

Attachment: Change Order.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 1/3/2024

ABSTRACT ROUTING:

TC: 1/3/2024

TM: 1/3/2024

Final: tlp - 1/3/2024

Supporting Documentation

During the current street resurfacing project, it was determined that the water line on Railroad St between Cooper St. and Blount St. needed to be replaced. This water line is constructed of a material that is no longer allowed to be installed. The line is also very old and brittle. The activity of resurfacing the street will cause problems for this line and the future integrity of the street. Crews are not able to compact the sub-grade of the street properly without potentially breaking the line. If the current line is to remain, the current pipe may crack at any time after the street has been completed. This will cause us to have to replace the line and dig up a brand-new street.

To avoid all of these problems staff is recommending approval of the change order. The cost of the work is \$52,082.80.

Budgetary Impact: The total change order is \$52,082.80.

Recommendation: Staff recommends Council approve the change order.

CHANGE ORDER REQUEST



FROM:
Tripp Bro's, Inc.

COR #: 3000-23-03

DATE: 1/3/2024

JOB NAME: Winterville Streets Resurfacing 2023

JOB NUMBER: 3000-23

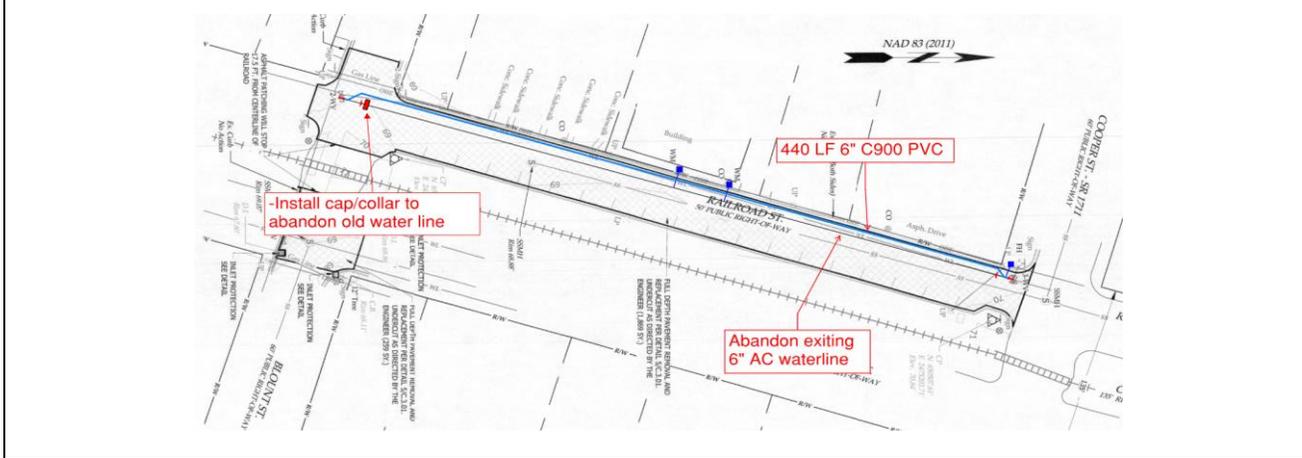
PREPARED BY: Mark Harris

To:
Town of Winterville

TIME ASSOCIATED WITH THIS CHANGE ORDER:

The work covered by this order shall be performed under the same terms and conditions as that included in the original contract.

DESCRIPTION: We are requesting this change order to recover the cost for work related to the installation of new 6" PVC C900 including services and abandonment of old 6" AC water with flowable fill on Railroad Street.



CHANGES REQUEST

DESCRIPTION	QTY	UOM	Unit Price	
Install 6" PVC with services - Labor	440.00	LF	\$57.61	\$25,348.40
Install 6" PVC with services - Equipment	440.00	LF	\$22.91	\$10,080.40
Install 6" PVC with services - Material	440.00	LF	\$23.28	\$10,243.20
Flowable fill existing WL - Labor	440.00	LF	\$5.45	\$2,398.00
Flowable fill existing WL - Equipment	440.00	LF	\$5.39	\$2,371.60
Flowable fill existing WL - Material	440.00	LF	\$3.73	\$1,641.20
AMOUNT OF THIS CHANGER ORDER REQUEST				\$52,082.80

Tripp Brother's, Inc. Representative

Accepted By:



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: January 8, 2024

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: MPO Technical Advisory Committee (TAC) Alternate Appointment.

Action Requested: Appointment of Alternate from Council.

Attachment: None.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 1/5/2024

ABSTRACT ROUTING:

TC:

TM: 1/5/2024

Final: 1/5/2024

Supporting Documentation

Good Morning Terri and Anthony,

Thank you for all the updated information! The last bit of information I need is regarding the Transportation Advisory Committee. I need to confirm any departures and additions for both main members as well as alternates in your jurisdiction. Additionally, all TAC members are **required to file their Statement of Economic Interest (SEI) form and Real Estate Disclosure (RED) form**. This is a time sensitive matter, as members are unable to vote or attend TAC meetings without both forms filed. Attached to this email is the steps to file these forms from the Ethics Committee. Please forward this to the current TAC main and alternate. Additionally, if you could please provide the following information, I would greatly appreciate it:

- TAC Member Name
- Title
- Contact Information
- Appointing Authority (county, city, etc.)
- Appointment Date
- Who they replace, if applicable (details of departure such as end of term)
- Alternate Name
- Alternate Contact Information
- Who they replace, if applicable (details of departure such as end of term)

Thank You so much for your assistance!

Jeffery Rashko, Planner I
[Greenville Urban Area MPO](#)
City of Greenville
1500 Beatty Street
Greenville, NC 27834
Email: jrashko@greenvillenc.gov
Phone: (252) 329-4881

Budgetary Impact: No cost to the Town.

Recommendation: Appointment of TAC Alternate.