



**WINTERVILLE TOWN COUNCIL ORIENTATION MEETING AGENDA**  
**SATURDAY, JANUARY 20, 2024 - 8:00 AM**  
**WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **APPROVAL OF AGENDA.**
- VI. **BREAKFAST.**
- VII. **ITEMS FOR CONSIDERATION:**
  1. BRIC MATCHING FUNDS COMMITMENT LETTER – APPROVAL.
  2. NCDPS DESIGNATION OF APPLICANTS AGENT – APPROVAL.
- VIII. **KEEN LASSITER, TOWN ATTORNEY:**
  1. LEGAL AUTHORITY FOR TOWN TO ACT.
    - A) *NC GENERAL STATUTES – FORM OF GOVERNMENT.*
    - B) *TOWN CHARTER/CODE OF ORDINANCES (PLEASE BRING WITH YOU).*
    - C) *COUNCIL RULES OF PROCEDURE.*
  2. OPEN MEETINGS LAW - CLOSED SESSIONS.
  3. PLANNING AND ZONING BOARD AND PROCESS.
  4. BOARD OF ADJUSTMENT AND PROCESS.
- IX. **TERRI L. PARKER, TOWN MANAGER/ANTHONY BOWERS, ASSISTANT TOWN MANAGER:**
  1. CHAIN OF COMMAND FOR COMMUNICATION.
  2. ORGANIZATIONAL STRUCTURE/DEPARTMENTAL OPERATIONS.
  3. BUDGET (FY 2023-2024).
- X. **COMMITTEES/BOARDS:**
  - \*MPO.
  - \*AUDIT COMMITTEE.
  - \*MID-EAST.
  - \*LIBRARY.
  - \*CMSD.
- XI. **MAYOR AND COUNCIL COMMENTS.**
- XII. **ADJOURN.**

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**SPECIAL NOTICE:** The meeting is open to the public; however, public comments will not be received. 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.)



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Item for Consideration

**Meeting Date:** January 20, 2024

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

**Item to be Considered**

**Subject:** BRIC Local Match Commitment Letter.

**Action Requested:** Approval of the commitment letter.

**Attachment:** Commitment Letter.

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

**Date:** 1/18/2024

**ABSTRACT ROUTING:**

TC: 1/18/2024

TM: 1/18/2024

Final: tjp - 1/18/2024

**Supporting Documentation**

The BRIC Grant Application requests a "Letter of Commitment for Funding the Local Match". The Town has already transferred \$3.2 million dollars for this project and it is set aside in the capital project fund. The letter states that at a minimum the Town will commit \$2,854,800. Which has already been exceeded.

**Budgetary Impact:** NA.

**Recommendation:** Approve the Letter of Commitment.



# WINTERVILLE

*A slice of the good life!*

## LOCAL MATCH FUND COMMITMENT LETTER

2571 Railroad Street  
PO Box 1459  
Winterville, NC 28590

Phone: (252) 215-2340  
Fax: (252) 215-2450  
www.wintervillenc.com

01-20-2024  
Steve McGugan  
State Hazard Mitigation Officer  
4238 MSC, Raleigh, NC 27699-4238

Re: BRIC2023 Subapplication

Dear Mr. McGugan:

As part of the Building Resilient Infrastructure in Communities grant process, our sub-application in FEMA-Go offered a non-federal match of 35% . This letter serves as the Town of Winterville's commitment to meet the local match fund requirements as proposed in the 2023 proposal.

<b>SOURCE OF NON-FEDERAL FUNDS:</b>	LOCAL AGENCY FUNDING <input checked="" type="checkbox"/>	OTHER NON-FEDERAL FUNDING <input type="checkbox"/>	PRIVATE NON-PROFIT FUNDING <input type="checkbox"/>	STATE AGENCY FUNDING <input type="checkbox"/>
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**NAME OF FUNDING SOURCE:**

**FUNDS AVAILABILITY DATE:**   
PROVIDE EXACT MONTH/DATE/YEAR OF AVAILABILITY OF FUNDS

**FEDERAL SHARE AMOUNT REQUESTED:**

MUST MATCH \$ AMOUNT PROVIDED IN SUBAPPLICATION

**LOCAL SHARE AMOUNT MATCH:**

MUST EQUAL THE \$ AMOUNT PROVIDED IN THE SUBAPPLICATION

**FUNDING TYPE:**

EXAMPLES: ADMINISTRATION, CASH, CONSULTING FEES, ENGINEERING FEES, FORCE ACCOUNT LABOR, AGENCY PERSONNEL, PROGRAM INCOME, ETC.

Please contact Anthony Bowers at 252-756-2221 with any questions.

Sincerely,

Anthony Bowers  
Assistant Town Manager  
252-756-2221 Ext. 2348  
Anthony.bowers@wintervillenc.com



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Item for Consideration

**Meeting Date:** January 20, 2024

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

**Item to be Considered**

**Subject:** Authorization designating the Assistant Town Manager as the authorized signer for the North Carolina Department of Public Safety.

**Action Requested:** Adopt the Designation Authorization.

**Attachment:** Authorization Form

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

**Date:** 1/18/2024

**ABSTRACT ROUTING:**

TC: 1/18/2024

TM: 1/18/2024

Final: tjp - 1/18/2024

**Supporting Documentation**

This will authorize the Assistant Town Manager to sign and act on behalf of the Town for the 2023 BRIC (Building Resiliency in Communities) application. This will be used in the application process; as well as, grant management if awarded.

**Budgetary Impact:** NA.

**Recommendation:** Approve the Authorization.



## APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

## STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.