



TOWN COUNCIL AGENDA

May 13, 2019 - 7:00 PM

WINTERVILLE TOWN HALL ASSEMBLY ROOM

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **APPROVAL OF AGENDA.**
- VI. **PROCLAMATIONS:**
 1. LaRue Evans 100th Birthday.
 2. 50th Anniversary of Municipal Clerks Week.
- VII. **PRESENTATIONS:**
 1. Sheppard Memorial Library – Greg Needham.
 2. Pitt County Farm & Food Council – Doris Connell.
 3. Greenway Master Plan – Kristina Whitfield, Kimley-Horn and Associates.
 4. Parks and Recreation Capital Improvement Plan – Kristina Whitfield, Kimley-Horn and Associates.
- 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.*
 1. Brad Guth, President, Winterville Chamber – Request for Funding.
- 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. Approval of the following sets of Council Meeting Minutes:
 - ✓ March 25, 2019 Stormwater Workshop meeting; and
 - ✓ April 8, 2019 Regular Council meeting.
 2. August Regular Council Meeting date change to Monday, August 19, 2019.
- X. **OLD BUSINESS:**
 1. Brookstone Subdivision, Phase 1 – CUD Amendment.
 2. Noise Ordinance Amendment.
 3. Recreation Advisory Board Composition Ordinance Amendment.

4. Re-appointments to the Parks and Recreation Advisory Board.
5. Speed Limit Update.

XI. NEW BUSINESS:

1. Audit Contract.
2. Budget Amendment 2018-2019-05.
3. Municipal Election Voting One-Stop Site.
4. Dynamic Transfer Agreement with Duke Energy Progress.
5. Railroad Street Ordinance Amendment.

XII. OTHER AGENDA ITEMS:

1. Date and Time Reschedule for Special Called Meeting to Conduct the Town Manager's Performance Review.

XIII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS.

XIV. REPORTS FROM DEPARTMENT HEADS: Update on Projects Currently Underway:

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

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

XVI. ANNOUNCEMENTS:

1. CityVision 2019 NCLM Annual Meeting – Tuesday, May 14, 2019 through Thursday, May 16, 2019 – Hickory, NC.
2. Planning and Zoning Board Meeting – Monday, May 20, 2019 - 7 pm - Town Hall Assembly Room.
3. Board of Adjustment Meeting – Tuesday, May 21, 2019 - 7 pm - Town Hall Assembly Room.
4. Town Office closed on Monday, May 27, 2019 for Memorial Day Holiday.
5. Town Council Budget Work Session – Tuesday, May 28, 2019 – 6:00 pm - Depot.
6. Town Council Budget Work Session – Wednesday, May 29, 2019 – 6:00 pm - Depot.
7. Budget Public Hearing – Monday, June 3, 2019 – 7:00 pm – Town Hall Assembly Room.

XVII. ADJOURN.

SPECIAL NOTICE: *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 215-2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



PROCLAMATION
Honoring LaRue M. Evans 100th Birthday

WHEREAS, LaRue M. Evans was born May 21, 1919 in Stokes, NC; and

WHEREAS, LaRue M. Evans attended the Stokes schools and graduated valedictorian of her class in 1936; and

WHEREAS, LaRue M. Evans graduated from East Carolina Teachers College in 1940 with an A.B. Degree in English, French and history; and

WHEREAS, LaRue M. Evans married her husband, James Alex Evans, Jr., in 1943 of Winterville and has continued to be a resident; and

WHEREAS, LaRue M. Evans and her husband had one son Delyle M. Evans; and

WHEREAS, LaRue M. Evans graduated from East Carolina College in 1960 with a Master's Degree; and

WHEREAS, LaRue M. Evans did post graduate study at the University of North Carolina in Chapel Hill in 1966; and

WHEREAS, LaRue M. Evans taught school from 1940-1981 including history at Winterville High School from 1942-1946; and

WHEREAS, LaRue M. Evans was active in promoting the growth and improvement of the Town of Winterville, chaired the town's Centennial Committee, served as secretary of the Winterville Chamber of Commerce, and led the fund raising drive for and directed the restoration of the A.W. Ange house for a museum and cultural center; and

WHEREAS, LaRue M. Evans established an endowment fund for the maintenance of the Winterville museum, served on the Board of Directors for the Winterville Historical and Arts Society and in 2011 she received citizen of the year award from the Winterville Chamber of Commerce, and

WHEREAS, LaRue M. Evans continues to be a viable part of the Winterville Community, and

WHEREAS, on the celebration of her 100th birthday the Winterville Town Council honors her for her contributions to our community, and

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 13th day of May, 2019.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk



50th ANNIVERSARY OF MUNICIPAL CLERKS WEEK
May 5 - 11, 2019

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

IN WITNESS WHEREOF, I do recognize the week of May 5 through May 11, 2019, as Municipal Clerks Week, and further extend appreciation to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent and set my hand, and cause the seal of Winterville to be affixed this 13th day of May, 2019.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: May 13, 2019

Presenter: Greg Needham, Director, Sheppard Memorial Library

Item to be Considered

Subject: Request for FY 2019-2020 Funding for the Winterville Library.

Action Requested: Approve Said Request for Funding Through the Funding Process.

Attachment: Draft Presentation.

Prepared By: Terri L. Parker, Town Manager

Date: 5/8/2019

ABSTRACT ROUTING:

TC: 5/8/2019

FD:

TM: 5/8/2019

Final: 5/8/2019

Supporting Documentation

Greg Needham will be present to formally request annual funding for the Winterville Library.

Budgetary Impact: \$165,300, if approved, will be included in the FY 2019-2020 Annual Budget.

Recommendation: Approve Said Request through the Budget Process.

2019-2020 Budget Request For The Winterville Library



Revenues	FY 18-19 Request	FY 19-20 Request	
Town of Winterville	165,300	165,300	No change in funds requested from the Town of Winterville.
Pitt County Appropriation	10,000	10,000	The Town of Winterville secured additional County funding.
Desk Receipts	12,115	13,000	Desk receipts is projected slightly higher.
State Aid	<u>19,177</u>	<u>19,068</u>	State Aid is projected based on current funding level.
Total Revenue	206,592	207,368	

Expenditures:	FY 18-19	FY 19-20	
Wages & Benefits	\$125,882	\$128,084	6 part-time staff; 1 full-time MLS manager; includes market/merit; and an increase in insurance costs.
Books	\$17,760	\$17,000	Improving the collection at lower cost by using software that analyzes the collection and tells you what you need.
Audiovisual Materials	\$2,200	\$2,200	Books on CD; and DVDs
E Services (Online)	\$6,000	\$6,000	E-books; e-magazines; and other online resources.
Periodicals	\$ 990	\$ 990	Magazines and newspapers.

Expenditures:	FY 18-19	FY 19-20	
Internet Cost (After 80% E-Rate Discount)	\$1,175	\$1,175	Cost after e-rate discounts to provide high-speed Internet service.
Supplies	\$5,800	\$5,800	Supplies expense.
Fuel/Vehicle Maintenance	\$500	\$500	Fuel and vehicle maintenance that support daily courier service.
Equipment Maintenance	\$12,500	\$13,000	Computer hardware and software licenses.

Expenditures:	FY 18-19	FY 19-20	
Postage	\$700	\$750	Cost of postage increased.
Business Services	\$4,000	\$4,000	Cost for collection agency; annual audit; and e-rate consultant.
Administrative Services	<u>\$29,085</u>	<u>\$27,859</u>	Administration; book processing and cataloging; daily courier; and IT support.
Total Expenditures	\$206,592	\$207,368	

Thank you very much for your ongoing support of the library, literacy, computer literacy, and lifelong learning!





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: May 13, 2019

Presenter: Doris Connell, Pitt County Farm & Food Council.

Item to be Considered

Subject: Presentation on the Pitt County Farm & Food Council.

Action Requested: N/A.

Attachment: N/A.

Prepared By: Terri L. Parker, Town Manager

Date: 5/8/2019

ABSTRACT ROUTING:

TC: 5/8/2019

FD:

TM: 5/8/2019

Final: 5/8/2019

Supporting Documentation

Doris Connell will be present to give a presentation on the Pitt County Farm & Food Council.

Budgetary Impact: N/A.

Recommendation: N/A.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: May 13, 2019

Presenter: Kristina Whitfield, Kimley-Horn
and Associates

Item to be Considered

Subject: Winterville Greenway Master Plan presentation.

Action Requested: Adopt Winterville Greenway Master Plan.

Attachments: DRAFT Winterville Greenway Master Plan document.

Prepared By: Evan Johnston, Director of Parks & Recreation

Date: 4/29/2019

ABSTRACT ROUTING:

TC 5/1/2019

FD

TM 5/7/2019

Final 5/7/2019

Supporting Documentation

Kristina Whitfield will present the Winterville Greenway Master Plan. This is the final version of the Plan, presented to Council for adoption. Kristina Whitfield is with Kimley-Horn and Associates, the firm contracted by the Town to complete the Greenway Master Plan.

Budgetary Impact: TBD.

Recommendation: Adopt Winterville Greenway Master Plan.

WINTERVILLE GREENWAY MASTER PLAN

Introduction

The Planning Process

Public Input

Facility Types

Greenway System

Next Steps



INTRODUCTION

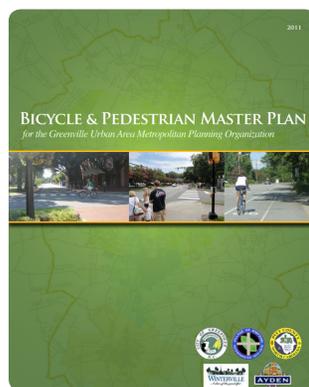
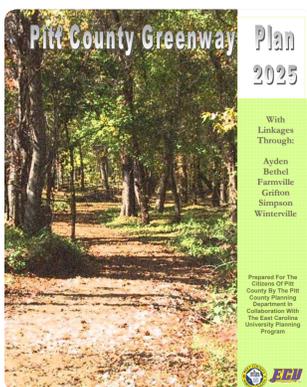
Planning for active transportation and greenways is not a new concept in the Town of Winterville. The Town has been part of several regional bicycle and pedestrian planning efforts, as well as local pedestrian planning efforts. Most recently, the Greenville Urban Area Metropolitan Planning Organization (MPO) and its partners sought to develop an Active Transportation Plan (ATP) to guide how to invest in pedestrian and bicycle infrastructure in the future. During the 2017 ATP planning effort, the Town of Winterville identified the need to further study the *development of a high-quality network of trails to give Town residents an alternative way to travel across the Town and a place to exercise and socialize with family, friends, and neighbors*. To respond to this need, the Town of Winterville initiated the **Winterville Greenway Master Plan**.

The following document presents how the planning team - consisting of Town of Winterville staff and consultants - worked to develop the **Winterville Greenway Master Plan**. The document lays out the process for cataloging possible greenway recommendations, the public process, key recommendations, and steps for moving forward with implementation.

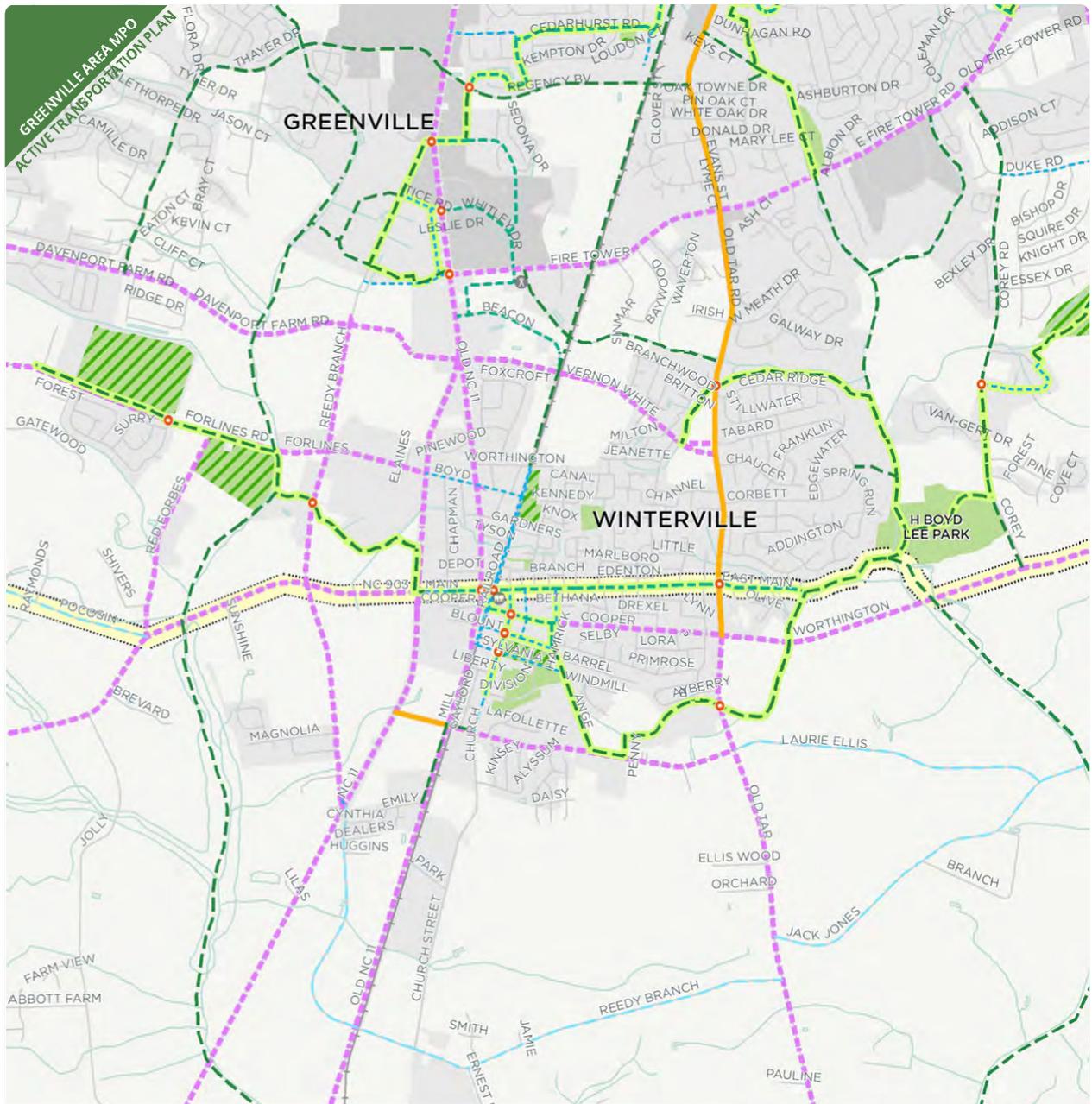
THE PLANNING PROCESS

The **Winterville Greenway Master Plan** team undertook a multi-step process designed to identify priorities and create a plan that presents a greenway network that the community vision reflects. The planning team examined previous planning efforts—including the *Greenville Area MPO Active Transportation Plan*, the *Metropolitan Transportation Plan (2014-2040)*, and many other local plans—as well as input from the planning team to identify an initial catalog of possible trail projects. After the Plans review, the planning team proceeded with the most recent *Greenville Area MPO Active Transportation Plan* as the base network for the catalog of possible trails as it was the most up-to-date and consolidated many of the previous plans. In addition to an all-day charrette with Town staff, the planning team met with local stakeholders, council members, and held a public workshop to solicit feedback and additional ideas for building a greenway network.

The maps on the following pages share the bicycle and pedestrian networks presented in the *Greenville Area MPO Active Transportation Plan* for the Town of Winterville.



The images above are the covers of previous plans reviewed as part of the **Winterville Greenway Master Plan** planning process.



MAP 3.7 FULL BICYCLE & GREENWAY TRAIL NETWORK: WINTERVILLE

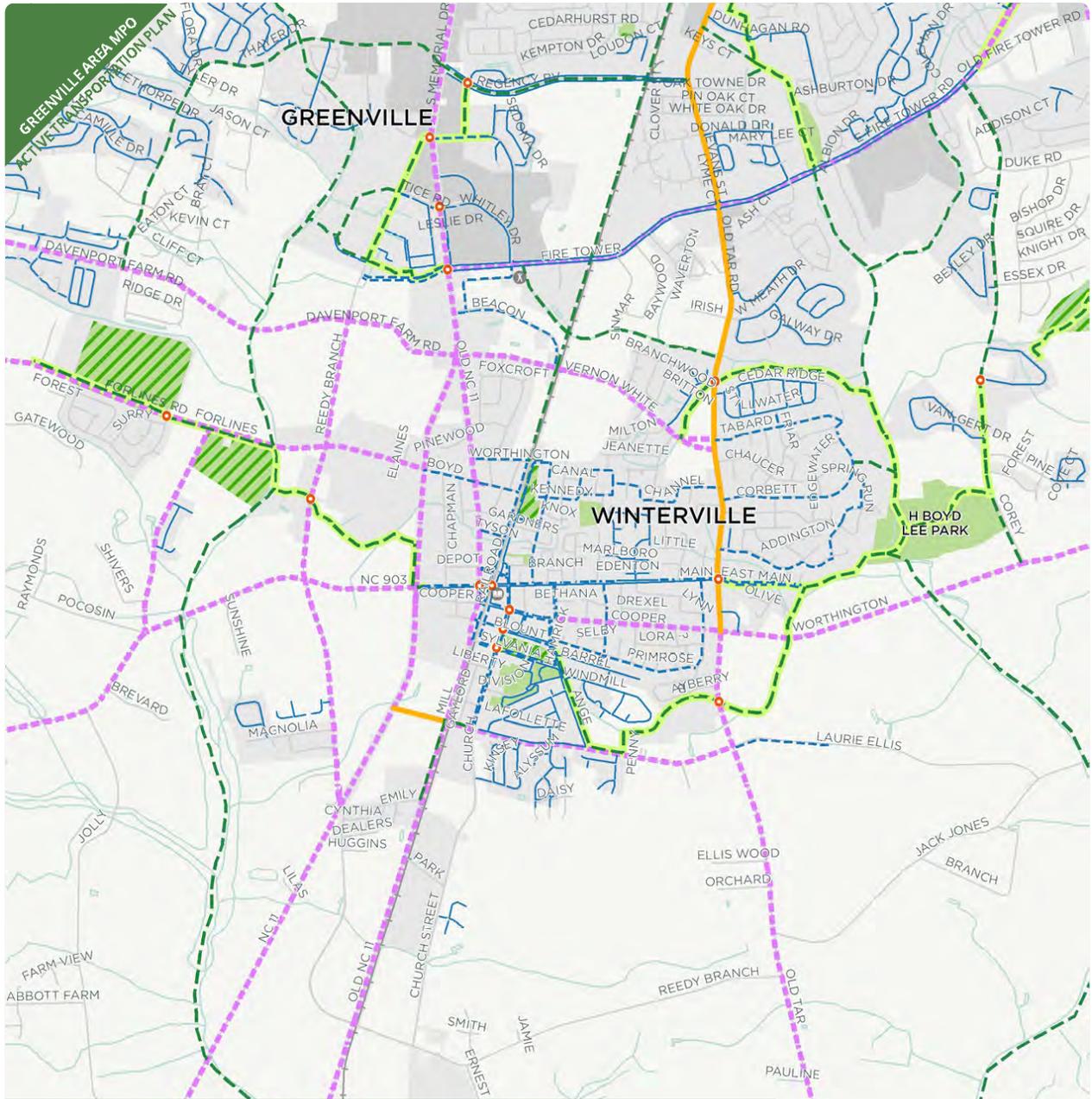
<p>EXISTING</p> <ul style="list-style-type: none"> Updated State Bike Route (Unsigned) 	<p>PROPOSED</p> <ul style="list-style-type: none"> Crossing Improvement Shared Use Path Buffered Bike Lane Neighborhood Bikeway Paved Shoulder <p>STRATEGIC BIKEWAY NETWORK</p> <p>MAJOR CORRIDOR IMPROVEMENTS</p> <ul style="list-style-type: none"> In Development Separated Bikeway (and Pedestrian Facilities) 	<p>DESTINATIONS & BOUNDARIES</p> <ul style="list-style-type: none"> Library Rec Center Park School Greenville MPO Municipal Boundaries Commercial Areas
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0 0.5 1 Miles

3. BIKEWAY NETWORK

78

Greenville Area MPO Active Transportation Plan Bicycle and Greenway Trail Network Map for Winterville, NC.



MAP 4.7 FULL SIDEWALK & GREENWAY TRAIL NETWORK: WINTERVILLE

EXISTING	PROPOSED	DESTINATIONS & BOUNDARIES
— Sidewalk	● Crossing Improvement	📖 Library
	— Sidewalk	🏠 Rec Center
	— Shared Use Path	🌳 Park
	STRATEGIC PEDESTRIAN NETWORK	🎓 School
	MAJOR CORRIDOR IMPROVEMENTS	🌿 Greenville MPO
	— In Development	🏘 Municipal Boundaries
	— Separated Bikeway (and Pedestrian Facilities)	🏢 Commercial Areas

0 0.5 1 Miles

4. SIDEWALK NETWORK

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Greenville Area MPO Active Transportation Plan Sidewalk and Greenway Trail Network Map for Winterville, NC.

PUBLIC INPUT

During the planning process, the planning team held an all-day charrette to meet with local stakeholders, elected officials, Town staff, and members of the public. These meetings resulted in a better understanding of the desired uses and facility types community members would like in a Town-wide greenway network. Members of the community also provided local knowledge that helped the planning team understand where there should be tweaks to the network provided in the *Greenville Area MPO Active Transportation Plan* to better serve local destinations and attractions. Over 50 members of the community joined the planning team at the public meeting on October 4th, 2018. Prior to the on-set of the **Winterville Greenway Master Plan**, community members also had the opportunity to engage at the regional level at various input stations and outreach sessions held as part of the *Greenville Area MPO Active Transportation Plan*, and locally as part of the *Comprehensive Parks and Recreation Master Plan*. Town staff advertised for the October 4th, public meeting via a press release, in the Daily Reflector, the Times Leader, signs placed around Town, a meeting flyer distributed online via the Town website and social media, and a formal letter to property owners adjacent to the Fork Swamp Canal Greenway location. These advertisements can be found in the appendix.



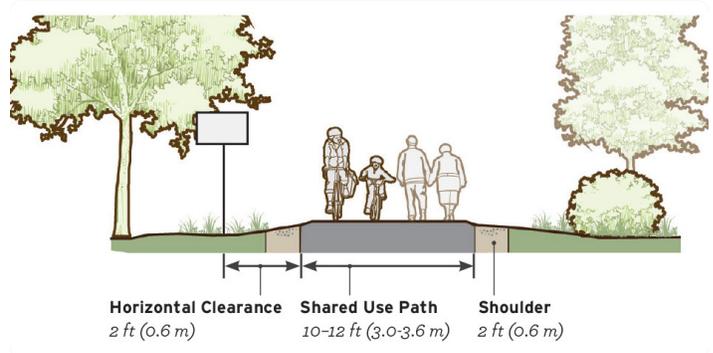
FACILITY TYPES

While this plan is predominately looking at creating a network of greenways in Winterville, to obtain a fully connected network four primary facility types are recommended — off-road greenways, side paths, on-street bike facilities, and sidewalks. While specific characteristics have been identified for the four different facility types, each corridor will ultimately be designed with consideration given to its unique topology, right-of-way, and context. The ideal width for greenways and side paths is 10 feet, but in areas of anticipated higher use, they may be designed to 14 feet wide. In locations of constrained right-of-way, greenways and side paths may be constructed as narrow as 8 feet in width.

Off-Road Greenway

Off-road trails are greenways and pathways that are not located along a roadway, but instead follow their own alignment or possibly a stream or utility easement. The trails are ideally 10 feet or wider and typically will be constructed with concrete or asphalt as well as timber bridges and boardwalks around wetlands and other environmentally sensitive areas. Restrooms and parking locations may be located at trailheads and other key points along the path.

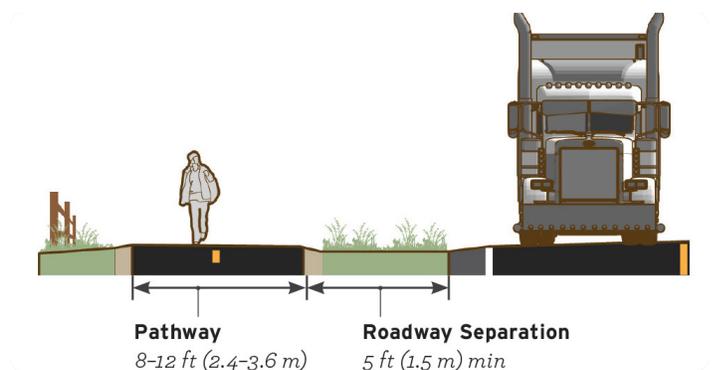
- ◆ Typically concrete or asphalt paving
- ◆ Timber bridge and boardwalks
- ◆ Minimal locations with lighting
- ◆ Trailhead signage, wayfinding signage, mile markers
- ◆ Restrooms and/or parking in key locations
- ◆ Construction cost per mile: \$0.5-3.5M



Side Path

Side paths are multiuse trails that run adjacent to the roadway with a buffer separation in between. The trails are ideally 10 feet in width and typically will be constructed with asphalt or concrete.

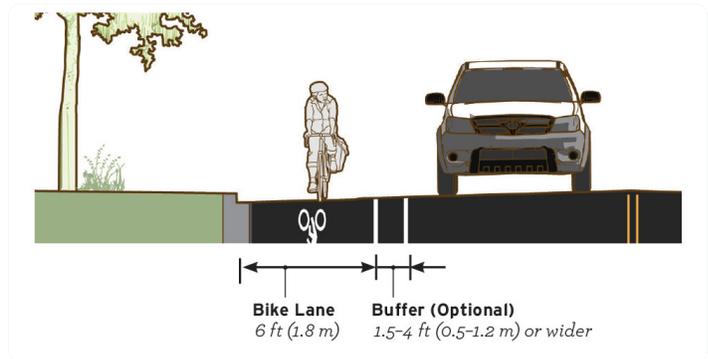
- ◆ Typically asphalt or concrete paving
- ◆ Pedestrian or roadway scale lighting more likely
- ◆ Trailhead signage, wayfinding signage, mile markers
- ◆ Restrooms and/or parking possible in key locations
- ◆ Construction cost per mile: \$65k-2.5M



On-Street Bicycle

On-street bicycle facilities take many forms, however, in this plan on-street bicycle includes the provision of bike lanes or a two-way cycle track. Both facilities designate an exclusive space for bicyclists through the use of pavement markings. A bike lane is ideally 6 feet, but in constrained locations can be as narrow as 4 feet. These facilities are located directly adjacent to motor vehicle traffic and can be separated by pavement markings or physical barriers.

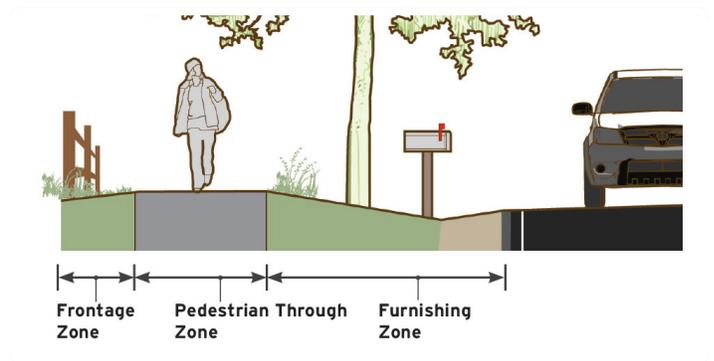
- ◆ Typically asphalt paving
- ◆ Roadway scale lighting
- ◆ Wayfinding signage, mile markers
- ◆ Construction cost per mile: \$10-535K



Sidewalk

Sidewalks are walkways that provide people with space to travel within the public right-of-way that is separated from motor vehicle traffic. Sidewalks are typically 5 feet or wider depending on the amount of pedestrian traffic present, level of separation from the adjacent roadway, and motor vehicle travel speeds. Sidewalks are typically made of concrete.

- ◆ Typically concrete paving
- ◆ Pedestrian or roadway scale lighting
- ◆ Construction cost per mile: \$105-355K



GREENWAY SYSTEM

The map on the next page illustrates the full greenway system of the **Winterville Greenway Master Plan**. The development of this system was an iterative process that included cataloging and reviewing previous planning efforts, meetings and charrettes with key stakeholders, and gathering public input, as detailed in the previous sections.

The full greenway system is classified into four categories:

- ◆ Signature Greenways
- ◆ Core Greenways
- ◆ Greenways with Partners
- ◆ Non-Greenway Support Facilities

The next section goes into greater detail on how each of these trail networks is defined as well as the trail segments included in each network.

Signature Greenways

While the Winterville Greenway Master Plan generally aims to expand the Town’s bicycle and pedestrian network, a handful of signature trails will help create an identity for the greenway system, serving as examples of how to design and build bicycle and pedestrian facilities in Winterville. These signature trails, termed as such to signify that these facilities will be the hallmarks of the network, were identified because of the importance that they have in the overall system, regarding the scale of the facility, amenities, connectivity, location, and other defining features.

Winterville’s signature greenways are:

- ◆ Fork Swamp Canal Greenway
- ◆ Main Street Two-Way Cycle Track
- ◆ Old Tar Road Side Path

Core Greenways

The core greenway network is symbolized with dark-hued green lines on the overall greenway system map. The core greenway network is composed of greenway segments that have been identified as the major backbone of Winterville’s future greenway system.

The core greenway network includes:

- ◆ Fork Swamp Canal Greenway
- ◆ Main Street Two-Way Cycle Track
- ◆ Old Tar Road Side Path
- ◆ Forlines Road Side Path
- ◆ Reedy Branch Road Side Path
- ◆ Reedy Branch to NC 11 Greenway
- ◆ NC 11 Side Path

Greenways with Partners

Greenways with partners are symbolized with light-hued green lines on the overall greenway system map. Greenways with partners are those that will require regional partnerships with the City of Greenville, Pitt County, or private developers. These greenways also may be built through development or redevelopment requirements, and will often require partnership to identify collaborative funding.

Greenways with partners included in the **Winterville Greenway Master Plan** are:

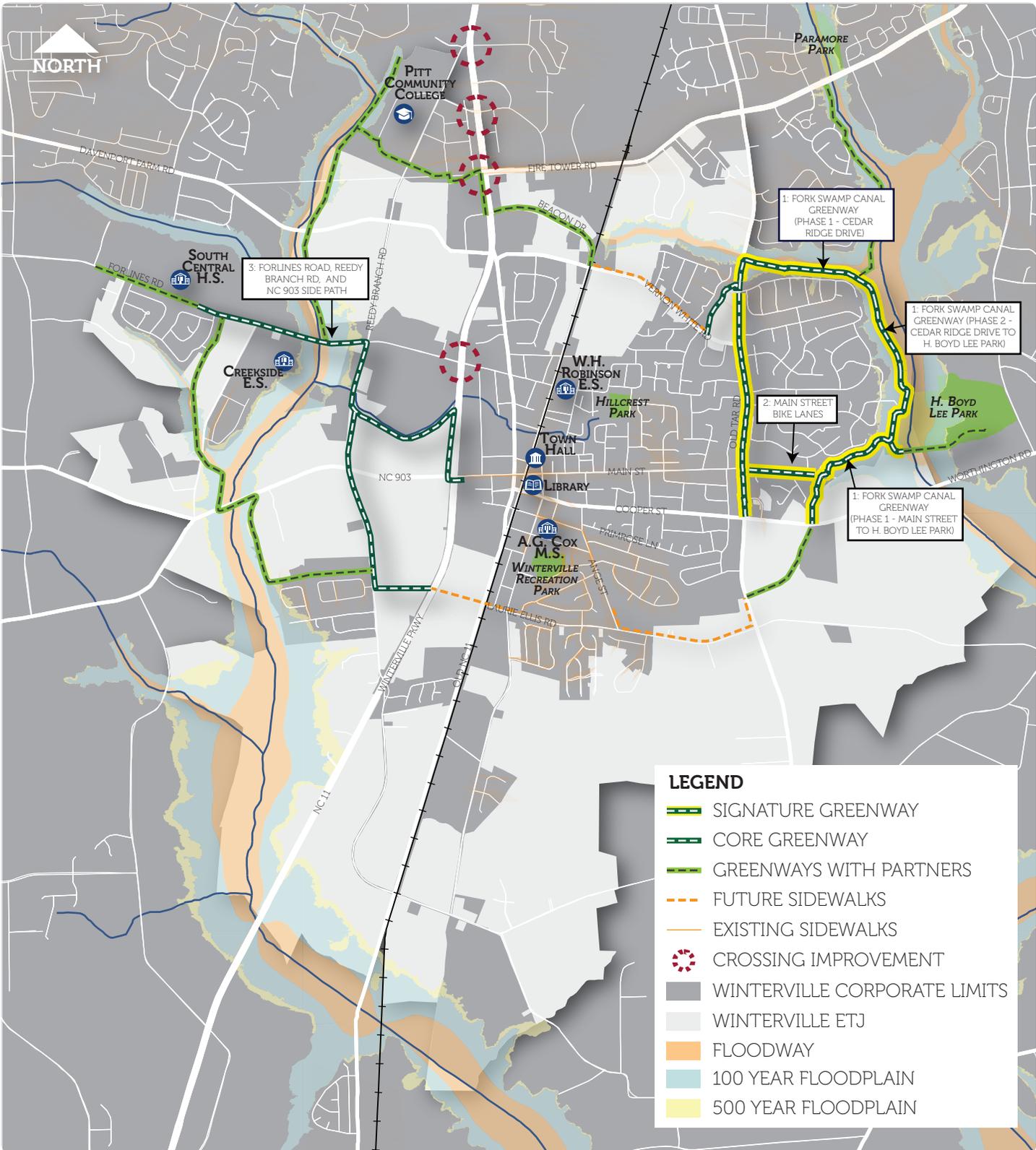
- ◆ Fork Swamp Canal Greenway to Paramore Park
- ◆ Beacon Drive Side Path
- ◆ Forlines Road Side Path (between Winterville and Greenville corporate limits)
- ◆ Swift Creek Greenway
- ◆ Pitt Community College Greenway

Non-Greenway Support Facilities

The success of a fully connected greenway system in Winterville requires strategic connections via sidewalks and on-street bicycle facilities. These support facilities fill gaps in the existing system, while providing critical connections through more space constrained residential streets.

Non-greenway support facilities include:

- ◆ Vernon White Road Sidewalks
- ◆ Laurie Ellis Road Sidewalks
- ◆ Main Street Two-Way Cycle Track



Overall Greenway System Map

In addition to greenway segments, four locations for crossing improvements were identified in collaboration with stakeholders and the public — three near Pitt Community College, and one at the intersection of NC 11 and Forlines Road. These crossing improvements are noted on the map on page 9 with a red dashed circle.

Future Considerations

Activity Centers and Recreational Open Space

Developing a community-wide plan for improving greenway connectivity requires the consideration of accessibility to key destinations, including schools, parks, and other retail centers such as the Town center and grocery stores. Schools and parks are shown on the map on page 9. The Town center is located near the intersections of Main Street and Railroad Street and includes many small shops, the Winterville Library, and the Winterville Town Hall.

While the Town owns and operates three parks (shown on page 9), Winterville is also conveniently located in close proximity to H. Boyd Lee Park and Paramore Park in the City of Greenville. Additionally, the Town owns several properties that are being reserved for parks and recreation use, several of which have been incorporated into the greenway system.

Floodway, Railroad, and Major Roadway Crossings

The Town of Winterville ETJ is bordered on the east and west sides by large floodways. The presence of a floodway does not preclude the implementation of a greenway. In fact, many cities and planning agencies use greenways to effectively manage floodways, preserve land adjacent to major waterways and tributaries, and protect aquatic habitats. Greenways are used across the nation by cities and public agencies, such as FEMA, for flood management, environmental protection, and recreational opportunities.

In addition to floodways, Winterville is bisected by an active CSX rail line with more than 10 at-grade crossings. At-grade crossings can be dangerous for both bicyclists and pedestrians because of the uneven surfaces created by the intersection of the roadway and tracks. Perhaps the biggest barrier to bicycle and pedestrian connectivity in Winterville is NC 11. NC 11 is a wide 4-lane divided roadway with no pedestrian accommodations south of Fire Tower Road and very limited safe crossing opportunities.

Demonstration Projects

The **Winterville Greenway Master Plan** is an overall vision for greenway facilities in Town that may take decades to fully implement with current funding levels. The success of this plan will be realized incrementally, facility-by-facility, but a few significant quick win projects will be critical for the plan to gain momentum and to perhaps accelerate the community's desire and commitment to advance greenways and other bicycle and pedestrian improvements in the Town.

Fork Swamp Canal Greenway (1)

The Fork Swamp Canal Greenway has been a popular concept in previous planning efforts and has many elements that may allow it to be a quick win project. Large parcels of land on either side of the proposed alignment are owned by the Town of Winterville. Additionally, it would provide cross-jurisdictional connections to the City of Greenville's H. Boyd Lee Park. The Fork Swamp Canal Greenway was noted as a regional priority project in the *Greenville Urban Area MPO Active Transportation Plan*.

- ◆ Project Length: 1.8 miles
- ◆ Key Connections: Old Tar Road Sidepath, H. Boyd Lee Park
- ◆ Estimated Cost: Phase 1 (Cedar Ridge Drive Property) - 786K; Phase 1 (Main Street Property) - 1.9M; Phase 2 (along Fork Swamp Canal) - \$845K
- ◆ Needed Partnerships: Town of Winterville, City of Greenville

Main Street Two-Way Cycle Track or Bike Lanes (2)

Main Street between Bentley Drive and Old Tar Road provides a critical connection in creating a complete loop of high quality bicycle and pedestrian facilities between the proposed Fork Swamp Canal Greenway and the funded Old Tar Road Side Path. Main Street currently has faded bicycle lanes painted; however cars often park in the lanes. The primary recommendation is to provide a two-way cycle track along Main Street. This will allow greenway users to seamlessly transition onto the road and be separated from motor vehicular traffic. If necessary, the existing bicycle lanes can be restriped to include a buffer and vertical bollards to ensure protection for users; however it should be noted that this may limit the seamless integration into the greenway network.

- ◆ Length: 0.3 miles
- ◆ Key Connections: proposed Fork Swamp Canal Greenway, Old Tar Road Side Path
- ◆ Estimated Cost: \$25-50K
- ◆ Needed Partnerships: Town of Winterville



Forlines Road, Reedy Branch Road, and NC 903 Side Paths (3)

The provision of a side path along Forlines Road to Reedy Branch Road and finally along NC 903 west of NC 11 fills a large gap in connectivity by providing a connection between the east and west side of Winterville. In addition to east-west connectivity, this side path provides direct access to South Central High School and Creekside Elementary School.

- ◆ Project Length: 1.9 miles
- ◆ Key Connections: South Central High School, Creekside Elementary School
- ◆ Estimated Cost: \$1.8M
- ◆ Needed Partnerships: Town of Winterville, City of Greenville



Photos from Pitt County Schools website.

NEXT STEPS

To support the implementation of the **Winterville Greenway Master Plan**, Town staff should undertake the following tasks in collaboration with Town council, agency partners, and members of the public:

- ◆ Foster a dialogue with local partners—Greenville, Greenville Urban Area MPO, Pitt County, and the private sector—to construct portions of the greenway system and seek out other funding opportunities such as grants
- ◆ Define further greenway design standards to support consistent implementation, including trail width, materials, striping, intersection designs, and access points
- ◆ Develop a financial plan of action for maintenance and inspection of the greenway system
- ◆ Explore options for branding and wayfinding to create a unique identify for all greenways in Winterville.

The **Winterville Greenway Master Plan** represents a vision for the bicycle and pedestrian facilities in Winterville that may take many decades to fully implement. The success of the plan will be realized incrementally, but a few significant quick-win projects will be critical for the plan to gain momentum and to perhaps accelerate the community's desire and commitment to advance bicycle and pedestrian facilities in the Town.



APPENDIX

- ◆ Public Workshop Flyer
- ◆ Press Release
- ◆ Property Owner Letter
- ◆ Daily Reflector Advertisements
- ◆ Times Leader Advertisements
- ◆ Sign In Sheets

Public Workshop Flyer



Join Us!

A public meeting will be held at the Town Hall Assembly Room, October 4th from 5:30 PM to 7:00 PM to give citizens the opportunity for input on the Town's Greenway Master Plan and an update on the proposed Fork Swamp Canal Greenway.

Drop in any time to share your ideas and talk with the project team to improve greenway connectivity in the Town of Winterville!



PUBLIC WORKSHOP



5:30 PM TO 7:00 PM (DROP IN)
THURSDAY, OCTOBER 4, 2018



TOWN HALL ASSEMBLY ROOM
2571 RAILROAD STREET
WINTERVILLE, NC 28590

Press Release

PRESS RELEASE – The Town of Winterville is constantly working to provide better and safer transportation facilities for public use. A public meeting will be held at the Winterville Town Hall Assembly Room, 2571 Railroad Street, Winterville, on October 4th, 2018 from 5:30 PM to 7:00 PM to present the Fork Swamp Canal Greenway’s conceptual design, explore other greenway connections within the Town, answer your questions, and gather public comments on both the proposed Fork Swamp Canal Greenway and other greenway connections.

Drop in at any time to share your ideas and talk with the project team to improve greenway connectivity in the Town of Winterville. Should you have any questions or concerns about this project, or if we can assist you, please call 252-756-1487.

Property Owner Letter

Date: September 25, 2018
To: Property Owner
From: Town of Winterville
Subject: Town of Winterville Greenway Master Plan – Notice of Public Meeting

The Town of Winterville is constantly working to provide better and safer transportation facilities for public use. The Town will be holding a public meeting on Thursday, October 4th, 2018 from 5:30 PM to 7:00 PM to discuss the proposed greenway along Fork Swamp Canal, as well as to understand where there may be additional desire for greenway connectivity within the Town.

The Fork Swamp Canal Greenway is proposed to follow an alignment including the Town properties parallel to Cedar Ridge Drive and properties parallel to Fork Swamp Canal, ultimately connecting to Boyd Lee Park. The greenway is proposed as a 10-foot wide asphalt path. The greenway will provide a pathway for pedestrian and bicycle movement as an alternative to vehicular use, and as a form of exercise and recreation. This corridor will assist in the preservation of open space and unique natural features, buffer non-compatible uses and areas, control runoff and flooding, provide protection of water quality, and provide a natural habitat for wildlife. The Fork Swamp Canal Greenway is a part of adopted bicycle and pedestrian plans at the regional level and has been identified as a high priority connection for bicyclists and pedestrians within the Town.

The Town will be holding a public meeting on October 4th, 2018 from 5:30 PM to 7:00 PM in the Winterville Town Hall Assembly Room to present the Fork Swamp Canal Greenway’s conceptual design, explore other greenway connections within Town, answer your questions, and gather public comments on both the proposed Fork Swamp Canal Greenway and other greenway connections. The address for Winterville Town Hall is 2571 Railroad Street, Winterville, NC 28590. We encourage you to attend the meeting and invite your friends and neighbors to attend as well. Your participation will help guide the direction of the Town’s future greenway infrastructure. This is a drop-in meeting so please feel free to attend at any point during scheduled time.

Should you have any questions or concerns about this project, or if we can assist you, please feel free to call Winterville Parks & Recreation at 252-756-1487. Additional information may also be obtained by visiting <https://www.wintervillenc.com/winterville-greenways>.

PCC NOTES

PCC continuing ed students receive SECU Scholarships



PCC NEWS SERVICE
Standing in front of household items damaged by floodwaters produced by Hurricane Florence, PCC's George Cherry Jr., Joy Moses-Hall, left to right, and Shelley Freeman, right, pose for a photo with Craven Community College alumna Michelle Clark.

PCC News Service
WINTERVILLE — Three Pitt Community College students have been awarded State Employees' Credit Union Continuing Education Scholarships that will help them pursue additional health care training.

On Monday, Kerri Brooks, Xiomary Casias and Monique Rascoe received \$750 scholarships from the SECU Foundation that will help cover a variety of educational expenses, including tuition, books and fees, as they further their training.

Sidette Brown, PCC director of Continuing Education Health Care Programs, said the college is thankful the SECU Foundation sees the value in supporting Pitt students through scholarships. Their assistance, she said, will have a direct effect on development of a skilled workforce in Pitt County.

"A scholarship of this magnitude has the potential to make such a difference in the education of our students," Brown said. "Our previous SECU scholarship recipients benefited greatly from their awards, because it lessened the burden of their educational costs and allowed them to focus on academics and making the most of their college experience."

Brooks, who said she originally sought nurse aide training to care for her mother, finished the NAI program at PCC last fall. A Griffon resident, she works in an assisted living facility in town and also provides in-home care to an individual with dementia. Though unsure at the moment, she said she is considering en-

rollment in the college's NAI program.

Casias is a Greenville resident and graduate of South Central High School. She came to PCC as a participant in the college's VISIONS Career Development and Scholarship program and graduated from the University Transfer program in 2009 before moving on to East Carolina University and completing a bachelor's degree in Family and Community Services.

Casias said she is now pursuing a career as a registered nurse and is working to complete the prerequisites needed for admission to Pitt's associate degree nursing program. A Williamston resident, Rascoe completed the NAI program at PCC and is planning to enroll in NAI training at the college in the spring. She works in a Greenville senior living facility and has made it her goal to earn an associate's degree and become a registered nurse.

Started in 2013, SECU's Continuing Education Scholarship program is designed to help meet the needs of North Carolina's unemployed and underemployed citizens. The program assists individuals seeking short-term training for new careers or retraining to advance their current job skills through continuing education courses offered by the state's 68 community colleges.

When a student hound society at a nearby community college issued a call for help in the wake of Hurricane Florence, a pair of PCC honor students and their Phi Theta Kappa Honor Society adviser were quick to respond.

Craven Community College's PTK chapter requested assistance for one of its former members affected by the hurricane. After finishing their classes the following day, PCC students Shelley Freeman and George Cherry headed to New Bern with science instructor Joy Moses-Hall to help clean up the flood-damaged home of Michelle Clark, a Craven alumna and former Marine.

"The PTK chapter (at Craven) contacted us on Tuesday (Sept. 18) at 10 p.m., and our students, Shelley Freeman and George Cherry, were on the ground assisting 20 hours later," Hall said.

"Water from the Neuse River had risen two feet into the house we worked, and everything inside smelled of raw sewage. We removed soaked items and furniture and piled them by the curb, then pulled up waterlogged carpets and padding," she said.

Hall said the PCC group assisted with the cleanup for approximately two hours before heading back to Pitt County before sunset. "I wanted to be back north of Vanceboro by dark, since the Neuse was still rising toward its second peak," she said. "But



PCC NEWS SERVICE
Jeffrey Nelson, State Employees' Credit Union vice president/manager of branch operations, center, and Sidette Brown, PCC director of Continuing Education Health Care Programs, right, present SECU Continuing Education Scholarships to PCC students Monique Rascoe, Xiomary Casias and Kerri Brooks, left to right.

we actually got quite a bit done. There was some urgency to it all because insurance won't pay if houses are allowed to sit wet and grow molds."

Hurricane Florence, according to Hall, caused catastrophic damage in New Bern and surrounding areas. "Starting at Vanceboro and heading south, there was water on both sides of Route 45 nearly to the roadway, until water gave way to piles of trees and branches," she said. "And that gave way to piles of furniture and carpets and soaked household items, rising like the walls of a tunnel as we got closer (to New Bern)."

To further assist their neighbors to the southeast, PCC PTK members are collecting various supplies to help Craven Community College get back on its feet. Hall said collection bins are located in the Walter & Marie Williams Building, outside rooms 120 and 128, Robert Lee Humber Building, Room 111, and Craig F. Goess Student Center.

A list of the items being collected includes water, blankets, books, first aid supplies, diapers, cleaning products, clothing, non-perishable food, puzzles, toddler toys, respiratory

masks, work gloves, feminine hygiene products, gas cards and grocery garbage bags, storage containers, tarps and various carrels also are welcomed.

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Office Hours: Mon & Wed 8 a.m. - 4 p.m.
TDD: 1-800-735-2962
EQUAL HOUSING OPPORTUNITY

The Town of Winterville is constantly working to provide better and safer transportation facilities for public use. A public meeting will be held at the Winterville Town Hall Assembly Room, 2571 Railroad Street, Winterville, on October 4th, 2018 from 5:30 PM to 7:00 PM to present the Fork Swamp Canal Greenway's conceptual design, explore other greenway connections within the Town, answer your questions, and gather public comments on both the proposed Fork Swamp Canal Greenway and other greenway connections. Drop in at any time to share your ideas and talk with the project team to improve greenway connectivity in the Town of Winterville. Should you have any questions or concerns about this project, or if we can assist you, please call 252-756-1487.

ACCELERATE YOUR FUTURE @ PCC

These 5-week late start online classes at Pitt Community College can keep you on track. Take advantage of a great opportunity this semester. Contact Lori Preat at 252-493-7700 to get enrolled today!

Course Section	Title	Instructional Method	Location	Start/End Date	Credits
ACA-122-800N	College Transfer Success Delayed start 5 week class	LAB	WEB SITE	11/7/18 12/14/18	1.00
BUS-110-800N	Introduction to Business Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00
BUS-115-800N	Business Law I Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00
CS-110-800N	Introduction to Computers Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00
COM-231-800N	Public Speaking Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00
ENG-111-800N	Writing and Inquiry Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00
ENG-112-800N	Writing Research in the Disc Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00
HEA-110-800N	Personal Health/Wellness Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00
HSC-110-800N	Orientation to Health Careers Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	1.00
MAT-143-800N	Quantitative Literacy Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00
MUS-110-800N	Music Appreciation Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00
PSY-150-800N	General Psychology Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00
SOC-210-800N	Introduction to Sociology Delayed start 5 week class	CLASS	WEB SITE	11/7/18 12/14/18	3.00

Fall 2018

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FROM PAGE ONE

COOPER

Continued from A1

"We are losing residents and businesses because of it," interim town manager Mark Warren said. "People are frustrated."

Cooper asked Jackson to provide him with charts or other data that tracked extended power outages due to flooding and whether flooding ever occurred during storms that were not hurricanes. Warren said he would send the information to the governor.

Cooper said he plans to visit the 28 counties that are under a federal disaster declaration.

"Clearly you don't need communities going long periods of time without power," he said. "It is bad for the economy and the long-term viability of the community. We've got to figure out ways to address this."

"There are a lot of issues regarding our infrastructure and power grid across North Carolina," Cooper said. "We know that there needs to be modernizations made to the power grid to allow for more reliable energy. This is the part of that effort we're going to try to make."

Cooper's trip started with a visit to Pitt County's Emergency Management office. He thanked emergency communications staff for their work before talking with a small group of county commissioners and staff.

Emergency Management Director Allen

Everette outlined the steps the county took to prepare for the hurricane. He also talked about how various county agencies aided neighboring communities by sending law enforcement, medical aid and equipment.

"I hope Pitt County will work hard to help the people here who have been hurt, both in Matthew and Florence, to fully recover," Cooper said. "And we appreciate your help helping some of these other counties that have been hit so hard."

More than 100,000 North Carolinians have applied for Federal Emergency Management Agency aid, Cooper said, and a little more than \$50 million has been spent for short-term rent, hotel rooms and other temporary housing.

"We know in some counties that in order to get housing near where they live, these FEMA trailers are going to be necessary," he said.

FEMA Director Brock Long told Cooper last week that an order for the housing has been put in, and trailers will be issued on a case-by-case basis.

Cooper also spoke with East Carolina University Chancellor Cecil Staton and Jay Golden, vice chancellor of the Division of Research, Economic Development and Engagement, after briefly meeting with the staff of the Small Business Administration's Disaster Recovery Center.

Staton said about 1,200 ECU students have reported significant damage to their homes. Faculty and

staff also suffered both damage and losses to their homes, he said.

"When you talk to survivors, their stories are so poignant," Cooper said.

There have been 39 deaths linked to the hurricane and subsequent flooding, he said. However, it would have been worse if counties had not ordered mandatory evacuations before the storm. As it was, 5,000 evacuations occurred during and immediately after the storm.

Cooper said institutions in the University of North Carolina system will play an important role in developing ways of preventing or diverting flooding from communities.

"We are going to look at not only buyouts and elevations of structures, but ways to try and prevent floodwaters from flooding certain areas and communities," Cooper said.

"Different communities have different solutions," he said. "Catch basins can be a very positive solution. Sometimes they are parks, sometimes they are wetlands that can help catch floodwater."

He is asking Congress and the General Assembly to provide funding to work on solutions to prevent future flooding.

"This is really unprecedented in the country," Cooper said. "In talking with a lot of federal people, they've never seen two major disasters in the same area in 23 months."

"When you have two 500-year storms within 23 months of each other, I think we're pretty much

Smithwick said he wants to raise its height, which will cost an estimated \$2 million.

"Every storm has its own personality and the flooding varies from one event to another along the Contentnea Creek," said Chuck Smithwick, disaster manager of Contentnea Metropolitan Sewerage District. The district provides wastewater treatment services to 17,000 customers in Winterville, Ayden and Grifton.

The treatment plant did not flood because of its surrounding dike, Smithwick said. However, the road leading to the plant flooded, which meant staff had to use a boat to reach it for seven days, he said.

Because the Duke Energy Progress substation flooded, the site was without electricity for about a week, forcing it to use diesel-powered generators to operate.

The facility consumed 4,000 gallons of diesel fuel during the outage, Smithwick said. One thousand gallons of fuel had to be brought in on a North Carolina National Guard high rise vehicle.

The treatment plant underwent a \$30 million improvement project in 2013, increasing its capacity to 3.5 million gallons daily, Smithwick said. Immediately after the hurricane the plant had several days where more than 5 million gallons flowed through daily. However, the facility maintained its compliance with all federal and state permits he said.

While the dike held,

Smithwick said he wants to raise its height, which will cost an estimated \$2 million.

Smithwick said he wants to raise its height, which will cost an estimated \$2 million.

PUBLIC HEARING

Comprehensive Land Use Plan Amendment

The Pitt County Board of Commissioners will hold a public hearing on Monday, October 15, 2018, at 6:00pm regarding an amendment to the 2010 Pitt County Comprehensive Land Use Plan. This hearing will be held in the Eugene James Auditorium in the County Administration Building located at 1717 W. 5th Street, Greenville, N.C.

The Pitt County Planning Department is proposing to amend the public hearing notice requirements in Section Four of the 2010 Comprehensive Land Use Plan. The full text of the amendment can be obtained from the Pitt County Planning Department and substantial changes in the proposed amendment may be made following the public hearing.

The purpose of this public hearing is to gather public comment and input on the proposed amendment prior to consideration by the Board of County Commissioners. Citizens interested in obtaining additional information on the proposed amendments should contact the Pitt County Planning Department (252-942-2320). Those persons unable to attend the hearing may submit written questions or comments to the Clerk to the Board before the meeting. The mailing address is: Clerk to the Board, Pitt County • 1717 West Fifth Street, Greenville, NC 27834.

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Member FDIC

LEGISLATURE

Continued from A1

"There is an incredible amount of uncertainty in our lives," said Sen. Michael Lee, a Republican from Wilmington, where school will resume later this week. He said the school legislation, which also makes clear employees will get paid without using personal leave when

classes are cancelled, will "provide some semblance of certainty for families, children, teachers and those who are working in the school system."

Tuesday's one-day session — lawmakers will return Oct. 15 to consider more specific funding and policy requests from Cooper and his agencies — was not without some division. The House defeated on a largely party-line vote a Democratic

amendment that would have allowed county elections boards to move early-voting sites with support from just a majority of board members. The final bill requires unanimous board approval.

Otherwise, the General Assembly's debate was marked by empathy for the storm's victims. Lawmakers shared storm stories and praised first responders who watched the session from the galleries.

SCHOOLS

Continued from A1

patched by facilities services. J.H. Rose High School also saw damage as the field house lost enough shingles that the roof partially fell in.

"Overall, we were very lucky," Matt Johnson said. "We came out of this as if it were a rainstorm."

Several school groups are in the process of running drives to collect food, clothing and hygiene items.

"D.H. Conley's honor society did a food drive. Hope Middle School did a Restock the Refrigerator drive," Matt Johnson said.

"Ayden Middle School and Wintergreen (Intermediate and Primary schools) did uniform drives. Farmville Middle School did a hygiene drive. ... This is not an exhaustive list."

Several Pitt County schools have partnered with schools in surrounding counties to provide relief after the storm.

"Welcome Middle School is doing a drive for Lenoir County Schools," Matt Johnson said. "The Innovation Early College High School (at East Carolina University) is partnering with Craven

Early College to help out in the New Bem and surrounding areas."

Chicoed and Falkland schools are helping schools in Craven County and Ridge-wood Elementary School is partnering with a school in Jones County.

The school board thanked the district's staff for their hard work during the storm and its recovery efforts.

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Times Leader Advertisement September 26, 2018

2 THE TIMES LEADER, WEDNESDAY, SEPTEMBER 26, 2018

Oldest church in Ayden celebrates 125th anniversary

AMBER REVELS-STOCKS
Staff Writer

AYDEN—The oldest church in Ayden celebrated its anniversary Sunday. Ayden Christian Church (Disciples of Christ), 462 Second St., Ayden, turned 125 Sept. 18. It celebrated that milestone Sunday with people from around the community and lunch provided by Bum's Restaurant and Catering.

"We are the oldest church in Ayden. That says something. We were not the first church in Ayden," said the Rev. Chad Penhorwood. "There are 36 churches in Ayden. Most churches have five to 15 people, but when we get together, man, those numbers are good."

Ayden Christian Church was born in 1893 when Carolina Christian College was opened in Ayden.

"The president of the school was the minister of the church," Penhorwood explained. "Peter Stephen Swain, a ministerial student, led the first service Sept. 18, 1893."

Carolina Christian College was a unique school. It served high school students, similar to a private Christian school today, as well as serving as a seminary for Disciples of Christ. The church began with 32 members, many of them coming from Rountree Christian Church. All students and staff at the college also attended services.

In 1896, the college changed its name to Atlantic Christian College and moved to Wilson. It is now known as Barton College.

"Barton College's president (Dr. Douglas N. Searcy) is doing a lot more to acknowledge that it started here (in Ayden) and that it began as a Disciples school," Penhorwood said.

In the early days, Ayden Christian Church floated around before the first building was constructed in 1904 and dedicated in 1907. The building was located on 115 West St., according to Denelle Roberson, the board president.

In 1915, six classrooms and a balcony were added to the church; 10 years later, 16 more classrooms and an auditorium were added.

"A decision was made in 1974 to build on the corner of Pitt and Second streets," Roberson said. "Plans and construction moved quickly, and the new building was completed and dedicated in mid-1975."

When Ayden Christian Church moved to its current location, it brought over a lot of the old sanctuary, according to Penhorwood.

"The stained glass windows are original to the 1907 church," he said. "The lanterns are original. That's why they're amber (instead of white light)."

It is a way of connecting the church to its history for

many people, Penhorwood added.

In mid-1984, the church added five new classrooms, nurseries, three bathrooms, a kitchen and the fellowship hall.

"Significant is the fact that all indebtedness was paid off before the Homecoming (in 1985)," Roberson said.

In 2001, Ayden Christian Church added a 10,000-square-foot facility. The family life center serves as host to four Town of Ayden meals, including the Collard Festival's mayor's breakfast and the annual Kings of Q people's choice cook-off, which serves as a fundraiser for the church.

"The Christian Church serves as an epicenter for the barbecue village," said Donna Robinson, the Kings of Q chairwoman.

The award ceremony was held in the family life center this year due to rain.

In 125 years, only 23 ministers have served at Ayden Christian Church.

"Louis T. Rightswell was our first minister," Penhorwood said. "He was the president of the college, and he served from 1894 to 1897."

Following Rightswell, most ministers only served a few years. This was common in most churches in the area.

"William H. Brunson was the longest serving minister. He was here 1922 to 1951," Penhorwood said.

"He was really big into education. We have a scholarship here for our members who are going off to college. We've also given to some adults who have gone back to college. Brunson did a lot for this church, and it's a way to honor him."

Unfortunately, the anniversary service had to be rescheduled due to Hurricane Florence. This also resulted in the service being pared down.

"We were going to have Bishop Valerie Melvin. She has been newly elected as our regional minister," Penhorwood said. "She's unable to preach for us now because she had scheduled an ordination in Greensboro."

Penhorwood used the scripture Melvin selected to preach a sermon called "Keep on Tending," celebrating Ayden Christian Church's dedication to treating all of its members and guests as family.

In addition, three members of the contemporary worship band Turning Point performed along with the Ayden Christian Church choir. The Rev. Teresa Owens, the general minister and president, provided a video message. She could not attend due to having an assembly scheduled for Sunday.

"You have definitely shown God's love throughout the community you serve," Owens said. "I hope this service is full of joy



AMBER REVELS-STOCKS
The Rev. Chad Penhorwood delivers the message "Keep on Tending" at Ayden Christian Church's anniversary service on Sunday.

and hope for the future. Congratulations to Ayden Christian Church on your anniversary."

Ayden Mayor Steve Tripp sent a proclamation to the church, honoring its anniversary and position as the oldest church in Ayden.

During the service, Penhorwood opened the floor for members of Ayden Christian Church to share their memories. Most of them spoke of how the church was a family.

Steve McLawhorn and his wife were convinced by neighbors to attend.

"We walked into the door, and within two minutes we're like, this is it. This is what we've been missing," McLawhorn said.

Darlene Smith-Worthington spoke about how

Ayden Christian Church was her home.

"This place means the world to me," she said, holding back tears. "This is my family, and this is my home."

Jean Daily added, "My husband was a pastor here (James Daily). I used to say this church's members are my children.... Now, you're my grandchildren. Chad (Penhorwood), I feel like you're my grandchild."

Daily was not the only person related to a previous minister. Leanne Faye Goff Jackson is the daughter of John Lewis Goff, who served from July 1956 to October 1962. She came to the church when her father became the minister, but she remained in Ayden

See CHURCH, 3

RECOVERY

Continued from 1

Piggly Wiggly flooded, so the chain left Grifton, leaving it without a supermarket until Bautista and Gutierrez opened Tropicana.

The men also own the Tropicana in Greenville.

Across the street, Hwy. 55 also suffered from the power outage. Fortunately, the restaurant was able to prepare for the storm thanks to Grifton's mandatory evacuation order. Last week, owner Kelly Buck and her team began trying to return everything to normal. Buck was unavailable for comment, but according to an employee at a Greenville Hwy. 55, water did not enter the restaurant.

The restaurant planned on reopening as soon as possible and hoped to be open by Sept. 26, according to the employee.

ing to the employee.

Pitt Community College is offering assistance to students affected by Hurricane Florence. The Student Assistance Program has provided food, gas cards, hygiene products and other necessities to students, faculty and staff adversely affected by the storm, according to lead counselor Olivia Sutton.

"We realize that the storm is far from over, as some faculty, staff and students have been affected in devastating ways and are working to rebuild their homes and their lives," Sutton said. "We want them to know that counselors from the college are here and ready to support the entire campus community. We want to help."

Enrolled Pitt Community College students can receive confidential assistance from a professional SAP counselor by visiting their department in the

Craig F. Goess Student Center (Room 120) or by calling 252-493-7245.

Most of Pitt County's 36 schools were back in session Sept. 18 with the exception of Grifton School and G.R. Whitfield School. Both schools experienced power outages, resulting in more time off. Whitfield students returned Sept. 19 and Grifton students returned Thursday.

Oct. 1 and Nov. 7 will be full days for students. Previously, these were early release days. In addition, Oct. 12 will be a school day. The district has not decided when Grifton School will make up its extra missed days.

During the power outage, Grifton School fed nearly 60 students. Students were transported to the school using buses and fed a bagged lunch.

Duke Energy returned power to the Grifton substation on Harvey

Rouse Road Sept. 19. The substation failed due to water infiltrating it despite an emergency flood berm erected before the storm.

Duke Energy has looked at relocating the substation for several months but is having difficulties due to "problems with property owners," according to a Duke Energy spokeswoman. She would not elaborate on the nature of the problems with property owners, according to a Duke Energy spokeswoman.

The town cannot move the substation, according to Grifton Interim Manager Mark Warren.

"Unlike Winterville and Ayden, Grifton doesn't

own our substation," he said. "We took Duke before the storm that the town would be willing to facilitate any discussion with property owners. We offered to get the mayor (Billy Ray Jackson) or (N.C. Senator Don) Davis to issue a letter to Duke Energy asking for the substation to be moved from Eagle Swamp at its Oct. 9 meeting."

The loss of power also affected the Contentnea Metropolitan Sewerage District or CMSD.

"We finally got power restored (Sept. 19) at the wastewater treatment plant. It was Thursday before it was restored at the Grifton pump station," said director Chuck Smithwick.

"It's always a relief to get back on power company

power and off the generators."

Smithwick did not know how much diesel fuel had been used in the generators. Fuel deliveries were made difficult due to the fact that the wastewater treatment plant is only accessible by boat at the moment.

"We hope to start coming in by vehicle (Sept. 26)," he said. "We didn't experience flooding like we did during Matthew."

The wastewater treatment plant has experienced flows of at least 5 million gallons a day since the hurricane hit; however, it only had one minor problem.

A process line was clogged. Process lines are a preliminary treatment process that removes grit from water. CMSD had to create a temporary bypass above ground.

"All in all, we fared very well," Smithwick said.

HOME

Continued from 1

allow Class A manufactured homes, more commonly referred to as singlewides.

Conditional use permits allow the town to place conditions on the approved property. For manufactured homes, the most common condition is brick underpinning, according to Ayden planner Stephen Smith.

"She owns that land. Her mother passed some time back. Tammy doesn't make a lot of money, and her doublewide is falling down around her," Thomas said.

The Town of Winterville is constantly working to provide better and safer transportation facilities for public use. A public meeting will be held at the Winterville Town Hall Assembly Room, 2571 Railroad Street, Winterville, on October 4th, 2018 from 5:30 PM to 7:00 PM to present the Fork Swamp Canal Greenway's conceptual design, explore other greenway connections within the Town, answer your questions, and gather public comments on both the proposed Fork Swamp Canal Greenway and other greenway connections. Drop in at any time to share your ideas and talk with the project team to improve greenway connectivity in the Town of Winterville. Should you have any questions or concerns about this project, or if we can assist you, please call 252-756-1487.

O'Neal is a single parent who suffered a heart attack in 2015, according to her amendment request. She considered moving, but O'Neal has lived on the property since 1999 and cannot afford to move.

"When (O'Neal's mother) died, she left Tammy some money, and her dream was for Tammy to get a better home with the money," Thomas said.

O'Neal went to K-N-M Mobile Home in Washington, N.C. They offered her a singlewide in her price range and told O'Neal she would need to have Pitt County Environmental Services come out to check down the area. The inspector gave approval for a 60-foot

by 14-foot manufactured home.

"This was only for the size of the septic tank, but I can't put what I bought there."

Several members of the board expressed their sympathy for O'Neal.

"The person moving it should have checked on some stuff because Tammy doesn't know this stuff. She trusted that man," Thomas said.

Chairman Terry Payne agreed.

"This board cannot give you any advice, but I think you know who is to blame here. That's all I will say on this permit."

Planning board member Mike Harris asked the planner to inform K-N-M of the town's policy to keep this from happening in the future.

"I have nowhere to go. I don't have any money to move," O'Neal said. "They tore my home apart, and I can't put what I bought there."

Several members of the board expressed their sympathy for O'Neal.

"The person moving it should have checked on some stuff because Tammy doesn't know this stuff. She trusted that man," Thomas said.

Chairman Terry Payne agreed.

"This board cannot give you any advice, but I think you know who is to blame here. That's all I will say on this permit."

Planning board member Mike Harris asked the planner to inform K-N-M of the town's policy to keep this from happening in the future.

The planning staff recommended approving the amendment. They also felt it made the ordinance more consistent to allow both singlewides and doublewides on a conditional use permit.

allowing singlewides in all RA-20 zones in Ayden and Grifton. "I don't see any extrajurisdictional jurisdiction, not discussing allowing O'Neal to put in a singlewide."

"You're not changing it just where she lives, you're changing it all over all RA-20 in the town of Ayden," he said. "All over. Not just there."

Smithwick said, "This is just putting it in the ordinance, so it can be addressed on a case-by-case process."

Planning board member Buddy Bulow worried the amendment would not solve O'Neal's problem.

"If we go through with approving this, that still don't mean your neighbors won't complain about a singlewide," Bulow said.

"If we go to conditional use, we have to tell all your neighbors you want to put a singlewide in, and they all have to be OK with it."

O'Neal has already spoken to her neighbors. None told her they had a problem.

Planning board member Heather Clayton mentioned several singlewides were grandfathered in when the zoning ordinance was approved in 2007.

property since 1999. Since she bought a different type of manufactured home, O'Neal would not be covered under the grandfather rule.

Bulow made the motion, which planning board member Tony Dail seconded. The board approved the amendment, 7-1 with Harris opposed.

Planning board members Ken Burdorf, Victoria Killmon, Kevin Smith and Ethel Sutton were not in attendance.

The amendment request now moves before the Ayden board of commissioners at its Oct. 8 meeting.

A public hearing must be held before the commissioners can vote on it.

If it is approved, O'Neal can apply for a conditional use permit.

That permit will come back before the planning board at its Oct. 15 meeting, where another public hearing will be held. If the planning board approves the permit, it will go before the board of commissioners at its Nov. 12 meeting. A third public hearing will be held.

If the commissioners approve the permit, O'Neal will be able to move a singlewide onto her property.

2 THE TIMES-LEADER, WEDNESDAY, OCTOBER 3, 2018

Botanical Essences provides new market

DONNA MARIE WILLIAMS
Staff Writer

WINTERVILLE—The Winterville Chamber of Commerce celebrated the opening of a new business Friday with a ribbon cutting ceremony for Botanical Essence Hemp.

Botanical Essence is an alternative health and wellness store that sells cannabidiol or CBD and hemp products.

"We really want to provide an alternative for our clients," said owner Ronita Standford.

Standford along with, Dr. Gwendolyn Knuckles, Rokita Williams and Di Worthy own and operate the business.

"We are a group of like minded women brought together by Ronita Standford, with a purpose of utilizing this as an alternative health tool. We're known as the hemp sisters," said Knuckles, who is the medical consultant of the group.

CBD and hemp products are often associated with marijuana; however, no tetrahydrocannabinol or THC is found in any of the products Botanical Essence offers. The products are non-psychoactive, according to Standford.

"They come from related plants, but the primary difference is that hemp products (are) healing without the high," Knuckles said, explaining by law hemp products must contain less than 0.3 percent of THC.

Botanical Essence offers sublingual (applied under the tongue), inhalable, ingestible, and topical CBD and hemp products, which means that products can be eaten, smoked or vaped and applied topically.

Hemp seeds are one of the many edible products Botanical Essence offers. Hemp seeds can be added into smoothies and are a good source of amino acids, according to Standford. CBD and hemp products may help to alleviate inflammation, nausea, hot flashes, headaches, joint, muscle and back pain, anxiety, digestive issues, spasticity, trouble sleeping, cramps, frequent urination and irritated skin among other conditions.

"There are no side effects and you can't overdose," Knuckles said, explaining that the group will suggest that you start at a certain dosage. The client can then choose to increase their dosage or lower it, depending on the

client's needs. When choosing products, clients are provided with an individualized experience that will best fit their needs.

"One of our goals is the education regarding hemp related products," Knuckles said.

Since the products are non-addiction forming, the owners hope that alternative method may be a way to lessen today's opioid crisis.

"We want to offer our clients a way to help manage their health goals, and it helps in the opioid crisis by bringing an alternative way to manage pain," said Williams, who is a registered nurse and holds a master of science in nursing and a RNPC.

The Winterville community has embraced the new business.

"It seems to be an up-and-coming product most people are interested in learning about and I hope they do well with this."

"We're happy to have another new business in the Winterville community," said chamber director Debbie Avery.

Winterville Chamber of Commerce president Brad Guth added, "I'm especially happy it's a locally owned business and not a franchise. Local businesses are especially important to



DONNA MARIE WILLIAMS

Owners of Botanical Essence Hemp E. NC. (L-R) Dr. Gwendolyn Knuckles, Ronita Standford, Rokita Williams and Di Worthy cut the ribbon celebrating the opening of their new business. They are excited to provide alternative wellness products to Winterville.

Hair Salon, is open from 10 a.m. to 6 p.m. weekdays. For more information, call 252-364-2904.

Botanical Essence, 4814 Old Tar Road, Winterville, are excited to provide alternative wellness products to Winterville.

Botanical Essence, 4814 Old Tar Road, Winterville, are excited to provide alternative wellness products to Winterville.

RETIRES

Continued from 1

to teach, but when I was an assistant principal, I only did it for three years. I would have done that longer."

Olmsted loved being a principal, and it would have never happened without some advice from a professor.

"When I decided to get my master's degree, I took two classes: one in mathematics and one on admin-

istration. I was looking to see which way I wanted to go," Olmsted said. "I said, 'I really want a career where I can have the biggest impact with other teachers.' And he said to me, 'Then you should go into administration because that's where you'll have the greatest impact.'"

Her love of teachers led into her love of being a principal.

"My favorite job was being a principal," Olmsted said. "As a principal, you're not too far from the kids

and you can see the results of your work fairly quickly. Yet you still have a huge impact because you're the leader of the school."

As an assistant superintendent, she implements changes that might not come to fruition for years.

"I would say I would miss having an impact the most, but sometimes, my impact is so far in advance of the results. I'm not sure I'll miss that because (I'll see my impact) for a while," she said. "I will miss the people for sure. We have a great group of people I work with, for sure."

The speed of change has been the biggest change over the years.

"When I first came into teaching, you would create

a plan and would implement it for years," Olmsted said. "Now, with technology changing as fast as it does, movement of kids as much as they go, change in itself is just rapid. How do you implement change on a constant basis without killing your people and your kids?"

When Olmsted began teaching, she did not have to give state exams.

"I remember when the first state test was given at the high school level, and when we looked at the scores, we didn't really know what we were looking at," she said. "Now, we have huge amounts of resources connected to standardized tests. ... It'll change in a few more

years because we'll have a whole different set of technology."

What has not changed is that most people do the best they can.

"I have learned that most people do the best they can and that they know how to do. That's parents. That's students. That's teachers. That's administrators," Olmsted said. "If you want a different behavior or result, then you have to teach it differently. You have to teach them that, in all respects."

"Most people give you their best in most cases, especially when it comes to kids."

That is part of why Olmsted wants to see more technical and career-ready training in the district.

"We're already headed that way, but I would like to see faster movement toward job readiness," Olmsted said. "I would like to see us continue at a more focused pace if possible."

"We're starting to move that way where we think of what we do in education as preparing kids for careers and jobs, and I would like to see that continue," she said. "There's so many jobs out there that can't get filled because we haven't focused in on them. We still have this stigma where we think ev-

erybody needs to go to a four-year college, and we don't have people to do these things that make a lot of money."

Olmsted added, "You don't have to go for a four-year degree. It's okay not to go to a four-year college." She felt reducing the stigma of community colleges and trade schools would help students do their best. "We should at least let them know these jobs are there," she said.

Olmsted decided to retire because she wanted her 'to be about her family."

"I want to travel with my husband," she said. They bought a recreational vehicle and plan on spending time traveling the country.

"We plan on spending a month at a time, spread out, and tour a state," Olmsted said.

Olmsted's commitment to her job and her tireless work ethic would be missed, said Superintendent Dr. Ethan Lenker.

"Cheryl was someone that I quickly learned I could count on to get the job done," he said.

Steve Lassiter replaces Olmsted. He earned his master's in school administration and bachelor's in elementary education from East Carolina University. He is pursuing his doctorate in educational leadership from N.C. State University.

Lassiter has spent 13 years in education, 10 of which were with Pitt County Schools. He came to the district from Elizabeth City-Pasquotank Public Schools, where he was the assistant superintendent of human resources and auxiliary services.

Olmsted had one piece of advice for Lassiter: "Always make your decisions based on what's best for the kids."

"Don't do what's best for politics or what's best for test scores. Always do what's best for kids."

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Pitt Community College is currently seeking to fill the following positions

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<https://www.governmentjobs.com/careers/pittccedu>

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May Museum & Park Annual Membership Meeting & Oyster Roast
Sunday - October 14, 2018
Cocktails at 4pm • Business Meeting at 5pm
Oyster & Chicken Dinner at 5:30pm
RSVP to **252-753-6725** or, email **lannis@farmvillenc.gov** on or before October 3rd. Cost for non-members is \$30

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Public Workshop Sign In Sheet 1 of 3



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Public Workshop Sign In Sheet 2 of 3



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Public Workshop Sign In Sheet 3 of 3



SIGN IN SHEET



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**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: May 13, 2019

Presenter: Kristina Whitfield, Kimley-Horn and Associates

Item to be Considered

Subject: Parks and Recreation Capital Improvement Plan presentation.

Action Requested: Adopt Parks and Recreation Capital Improvement Plan.

Attachments: DRAFT Parks and Recreation Capital Improvement Plan document.

Prepared By: Evan Johnston, Director of Parks & Recreation

Date: 4/29/2019

ABSTRACT ROUTING:

TC 5/1/2019

FD _____

TM 5/7/2019

Final 5/7/2019

Supporting Documentation

Kristina Whitfield will present the Parks and Recreation Capital Improvement Plan (CIP). This is the final version of the CIP, presented to Council for adoption. Kristina Whitfield is with Kimley-Horn and Associates, the firm contracted by the Town to complete the CIP.

Budgetary Impact: TBD.

Recommendation: Adopt Parks and Recreation Capital Improvement Plan.



Town of
WINTERVILLE
A slice of the good life!

Town of Winterville Parks & Recreation
2019 Capital Improvement Program



May 2019



**Parks and Recreation
Capital Improvement Program
FY2019 to FY2024
Town of Winterville, North Carolina**

Adopted by the Town Council.....May 13, 2019

The Town Council

Douglas A. Jackson, Mayor

Mark Smith, Mayor Pro-Tem

Ricky Hines

Tony Moore

Johnny Moya

Veronica W. Roberson

Administration

Terri Parker Town Manager

Ben Williams Assistant Town Manager

Anthony Bowers Finance Director

Evan Johnston Parks and Recreation Director

Overview of the Capital Improvement Program

The Parks and Recreation Capital Improvement Program (CIP) is a five-year plan, approved by Town Council, that allocates limited financial resources to high priority needs. It is a primary mechanism for implementing the Town's long-term vision and planning efforts.

When identifying new projects, staff look to the prioritized Capital Project Listing, and direction from Town Council. In addition, long-term studies and citizen input may lead to additional requests. Staff analyze and discuss these requests, then prioritize the requests based on consistency with Council goals, documented need, and cost.

The CIP includes parks and recreation projects and funds capital maintenance and renovations at the Town's community centers, athletic facilities, park sites, greenways, and cultural sites. Projects can include structural and mechanical repairs and pavement repair and resurfacing. The CIP may also fund land acquisition and long-term studies.



PROJECT NO. 1	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Multi-Purpose/Recreation Facility

<p>PROJECT DESCRIPTION Project includes the acquisition of 23 acres of land, and construction of a new recreation center / multi-purpose facility that includes classrooms/multi-purpose rooms, offices, lobby/entry area, gym, and additional storage and support rooms, up to 28,000 SF of total building area. This project includes the construction of on-site parking, pedestrian paving/ concrete trails, monument signage, wayfinding signage, site utilities, site preparation, mobilization, landscaping / irrigation, and site lighting.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 12,208,000</p>	<p>PROJECT HORIZION <input checked="" type="checkbox"/> 1 – 3 years <input type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	\$421,300	\$ 421,300
Rec Center (Office, Multi-Purpose Rooms, Etc.)	SF	20,000	\$200	\$ 4,000,000
Gym	SF	8,000	\$400	\$3,200,000
Parking / Vehicular Access Drives	LS	1	\$150,000	\$ 150,000
Pedestrian Paving / Trail Connections	LF	2,500	\$12	\$ 30,000
Site Infrastructure / Utilities	LS	1	\$150,000	\$ 150,000
Site Preparation / Demolition	LS	1	\$100,000	\$ 100,000
Monument Signage / Wayfinding Signage Allowance	LS	1	\$100,000	\$ 100,000
Landscape and Irrigation Allowance	LS	1	\$200,000	\$ 200,000
Site Lighting Allowance	LS	1	\$150,000	\$ 150,000
Land Acquisition	AC	23	\$15,000	\$ 345,000
SUBTOTAL				\$8,846,300
±20% CONTINGENCY				\$1,769,300
±3% PROGRAM MANAGEMENT				\$265,400
±15% INDIRECT COSTS (Architect/Engineering/Survey/Geotech/Testing)				\$1,327,000
TOTAL PROJECT COST				\$12,208,000

LOCATION AND LIMITS:
To Be Determined

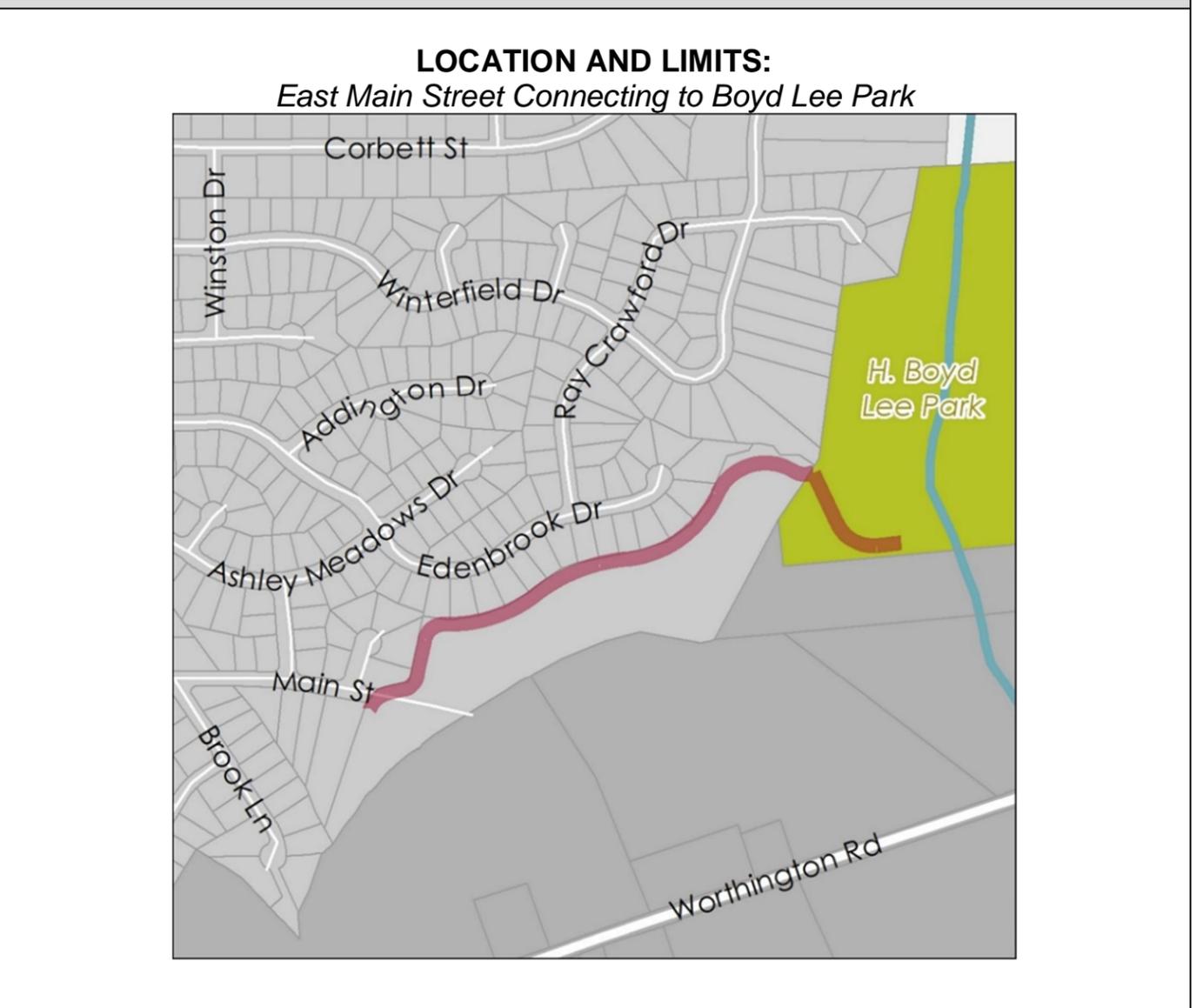
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

PROJECT NO. 2A	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Fork Swamp Canal Greenway – Phase I

<p>PROJECT DESCRIPTION Project includes the first segment of Phase 1 of the Fork Swamp Canal Greenway. The first segment includes a 10-foot wide paved greenway section south of the Ashley Meadows neighborhood, connecting to the Winterville Crossing neighborhood via protected bicycle and pedestrian facilities on East Main Street. This section will include a crossing of the Fork Swamp floodplain, connecting H. Boyd Lee Park (part of the City of Greenville’s park system) to the Town.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 2,005,600</p>	<p>PROJECT HORIZION <input checked="" type="checkbox"/> 1 – 3 years <input type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1		\$ 68,400
Construction Surveying	LS	1		\$ 39,900
Supplementary Clearing & Grubbing	AC	2.4	\$ 12,000	\$ 28,800
Borrow	CY	1400	\$ 40	\$ 56,000
Unclassified Excavation	CY	100	\$ 40	\$ 4,000
Undercut Excavation	CY	150	\$ 40	\$ 6,000
Select Granular Material, Class III	CY	150	\$ 30	\$ 4,500
Geotextile for soil stabilization	SY	6500	\$ 3	\$ 19,500
Fine Grading	SY	5250	\$ 5	\$ 26,300
Aggregate Base Course	TON	3550	\$ 32	\$ 113,600
Asphalt Concrete Surface Course	TON	900	\$ 110	\$ 99,000
Erosion Control	AC	2.3	\$ 25,000	\$ 57,500
Signing and Pavement Markings	LS	1	\$ 10,000	\$ 10,000
Timber Boardwalk	LF	560	\$ 1,000	\$ 560,000
Timber Bridge	LF	100	\$ 3,000	\$ 300,000
Drainage	LF	4200	\$ 35	\$ 147,000
Seeding and Mulching	AC	0.9	\$ 2,500	\$ 2,300
SUBTOTAL				\$ 1,542,800
±30% CONTINGENCY				\$ 462,800
TOTAL PROJECT COST				\$ 2,005,600



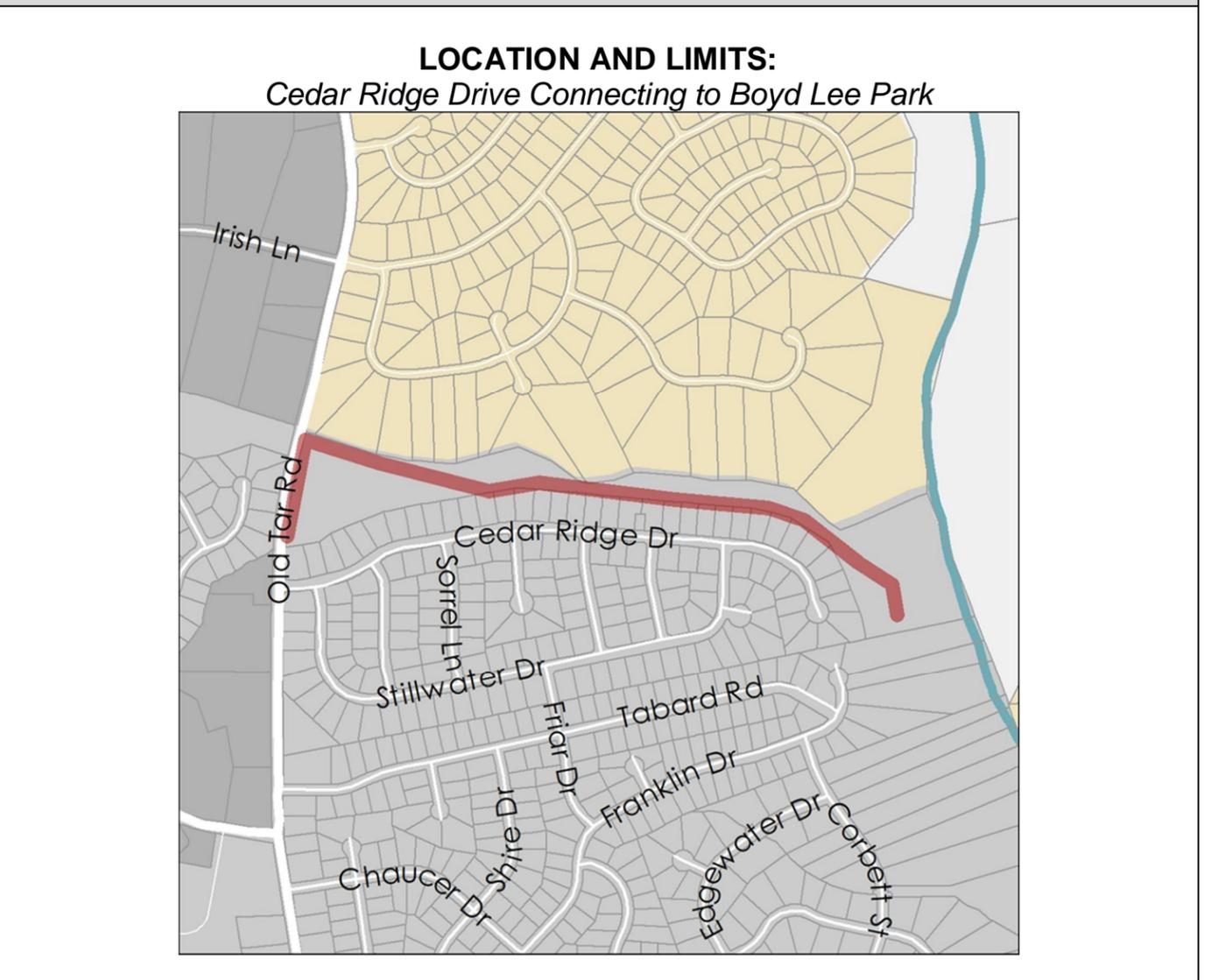
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PROJECT NO. 2B	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Fork Swamp Canal Greenway – Phase I

<p>PROJECT DESCRIPTION</p> <p>This project includes the second segment of Phase 1 of the Fork Swamp Canal Greenway. The second segment includes a 10-foot wide paved greenway on the Town’s property along the north end of the Cedar Ridge neighborhood.</p>	<p>PROJECT FUNDING</p> <p>Total Project Cost ----- \$ 759,700</p>	<p>PROJECT HORIZION</p> <p><input checked="" type="checkbox"/> 1 – 3 years <input type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1		\$ 28,600
Construction Surveying	LS	1		\$ 16,700
Supplementary Clearing & Grubbing	AC	2	\$ 12,000	\$ 24,000
Borrow	CY	1300	\$ 40	\$ 52,000
Unclassified Excavation	CY	150	\$ 40	\$ 6,000
Undercut Excavation	CY	145	\$ 40	\$ 5,800
Select Granular Material, Class III	CY	145	\$ 30	\$ 4,400
Geotextile for soil stabilization	SY	6500	\$ 3	\$ 19,500
Fine Grading	SY	5300	\$ 5	\$ 26,300
Aggregate Base Course	TON	3700	\$ 32	\$ 118,400
Asphalt Concrete Surface Course	TON	940	\$ 110	\$ 103,400
Erosion Control	AC	2	\$ 25,000	\$ 50,000
Signing and Pavement Markings	LS	1	\$ 10,000	\$ 10,000
Drainage	LF	3350	\$ 35	\$ 117,300
Seeding and Mulching	AC	0.8	\$ 2,500	\$ 2,000
SUBTOTAL				\$ 584,400
±30% CONTINGENCY				\$ 175,300
TOTAL PROJECT COST				\$759,700



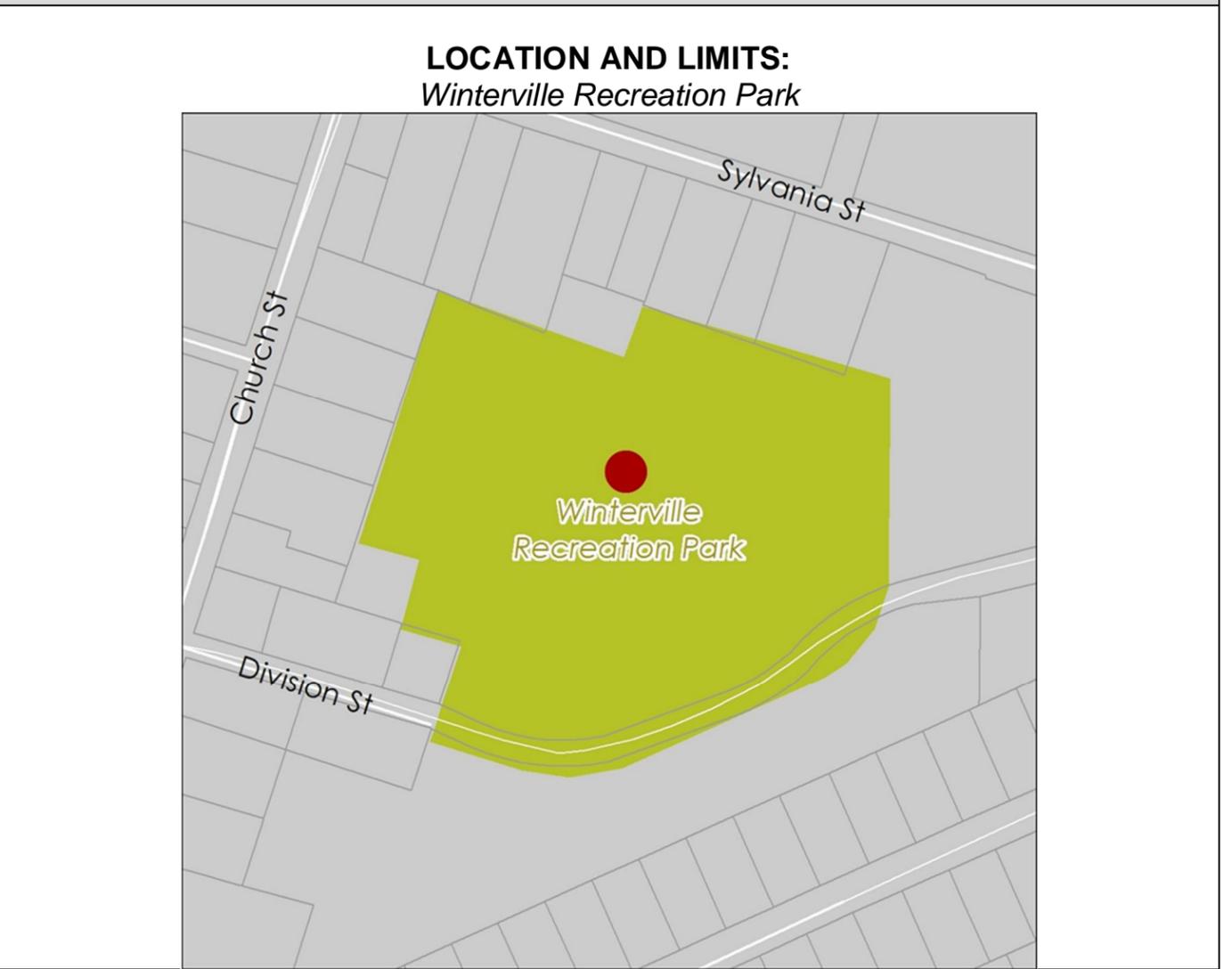
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PROJECT NO. 3	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Maintenance Shop

<p>PROJECT DESCRIPTION Project includes the construction of a new park maintenance facility located within an existing park site. Maintenance shop will include garage space with roll-up doors, storage area, and climate-controlled office spaces, up to 3,000 SF total building area. This project will include project mobilization, site preparation, demolition of existing structures, and installation of site utilities.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 952,100</p>	<p>PROJECT HORIZION <input checked="" type="checkbox"/> 1 – 3 years <input type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	\$32,900	\$32,900
Park Maintenance Shop (Garage/Storage/Offices)	SF	3,000	\$150	\$450,000
Sidewalks/Pedestrian Paving	SF	2,000	\$6	\$12,000
Parking Expansion	LS	1	\$150,000	\$150,000
Site Preparation / Demolition	LS	1	\$25,000	\$25,000
Site Infrastructure / Utilities	LS	1	\$20,000	\$20,000
SUBTOTAL				\$689,900
±20% CONTINGENCY				\$138,000
±3% PROGRAM MANAGEMENT				\$20,700
±15% INDIRECT COSTS (Architect/Engineering/Survey/Geotech/Testing)				\$103,500
TOTAL PROJECT COST				\$952,100



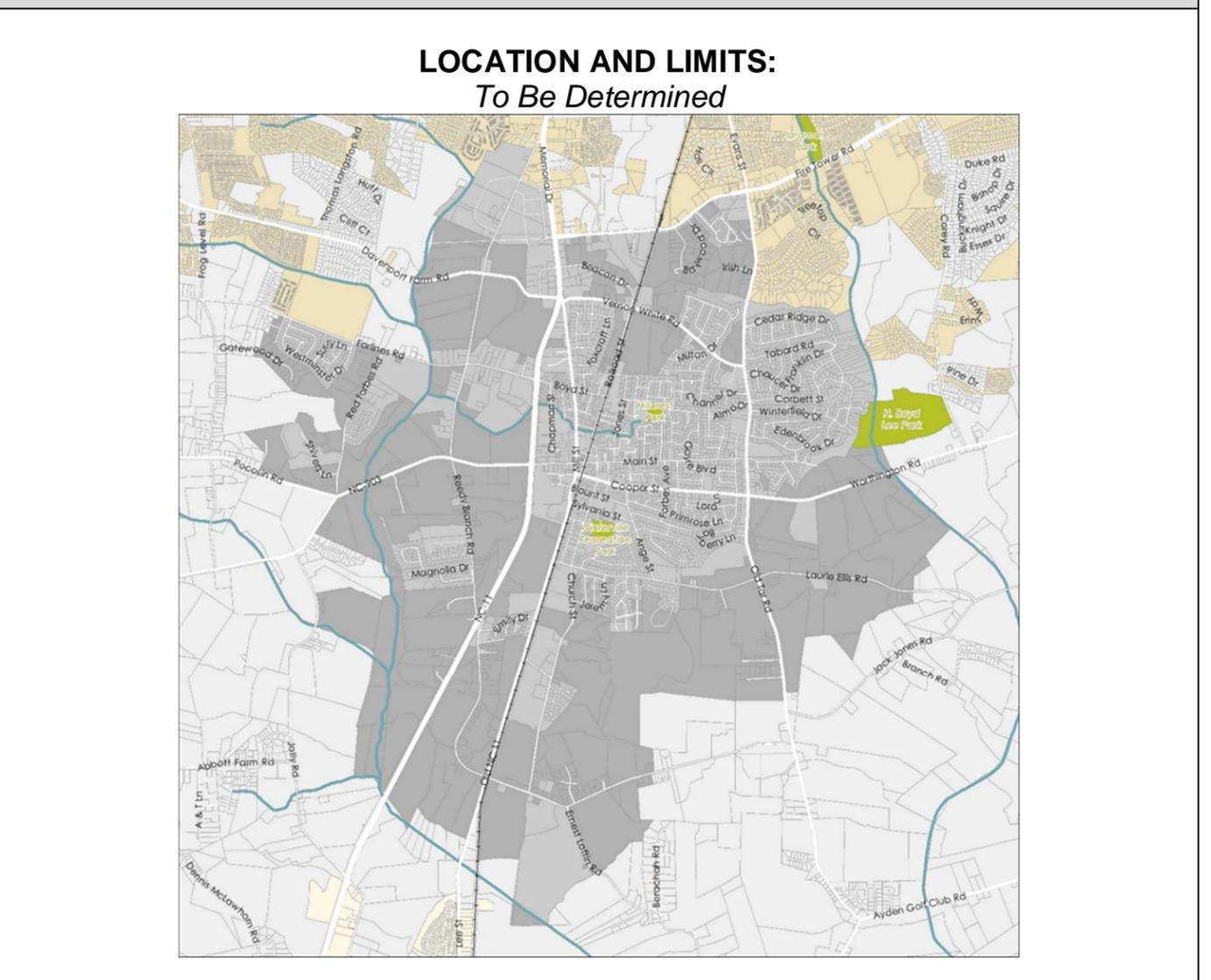
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PROJECT NO. 4	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Multi-Purpose Field

<p>PROJECT DESCRIPTION Project includes the typical cost for the construction of one multi-purpose sports field that can accommodate multiple sports, including football, soccer and lacrosse. The project includes site grading, establishment of permanent living field turf, irrigation, site lighting, pedestrian paving, bleachers, site furnishings, and fencing. This project will include project mobilization, site preparation, demolition of existing structures, and installation of site utilities.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 536,200</p>	<p>PROJECT HORIZION <input checked="" type="checkbox"/> 1 – 3 years <input type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	EA	1	\$18,500	\$18,500
Sports Field Turf	EA	1	\$25,000	\$25,000
Sports Field Site Prep/Topsoil	EA	1	\$35,000	\$35,000
Sports Field Irrigation	EA	1	\$30,000	\$30,000
Sports Field Lighting	LS	1	\$150,000	\$150,000
Sidewalks / Pedestrian Paving	SF	2,500	\$6	\$15,000
Bleachers	EA	2	\$10,000	\$20,000
Fencing	LF	1,000	\$25	\$25,000
12' x 25' Fabric Shade Canopy	EA	2	\$15,000	\$30,000
Site Preparation / Demolition	LS	1	\$25,000	\$25,000
Site Infrastructure / Utilities	LS	1	\$15,000	\$15,000
SUBTOTAL				\$388,500
±20% CONTINGENCY				\$77,700
±3% PROGRAM MANAGEMENT				\$11,700
±15% INDIRECT COSTS (Architect/Engineering/Survey/Geotech/Testing)				\$58,300
TOTAL PROJECT COST				\$536,200



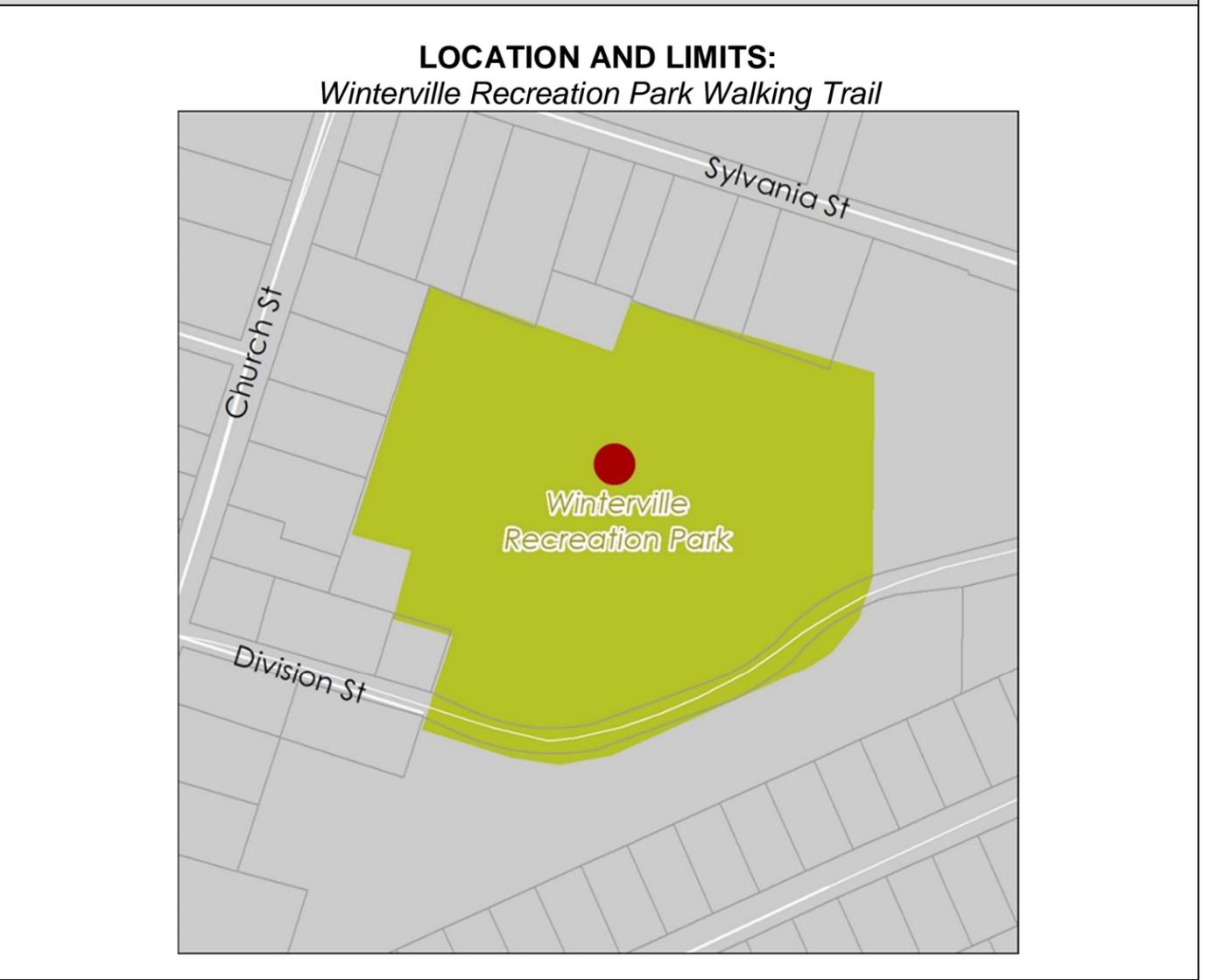
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PROJECT NO. 5	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Outdoor Fitness Area

<p>PROJECT DESCRIPTION Project includes installation of outdoor fitness areas, located along existing trails/sidewalks. Fitness equipment areas will include static fitness equipment, installed on an accessible mulch surface with concrete border. This project will include project mobilization, site preparation, demolition of existing structures, and installation of site utilities.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 118,300</p>	<p>PROJECT HORIZION <input checked="" type="checkbox"/> 1 – 3 years <input type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	\$4,100	\$4,100
Outdoor Fitness Equipment	LS	1	\$35,000	\$35,000
Outdoor Fitness Surfacing and Border	LS	1	\$20,000	\$20,000
Trash Receptacles	LS	1	\$1,500	\$1,500
Site Preparation / Demolition	LS	1	\$15,000	\$15,000
Site Infrastructure	LS	1	\$10,000	\$10,000
SUBTOTAL				\$85,600
±20% CONTINGENCY				\$17,200
±3% PROGRAM MANAGEMENT				\$2,600
±15% INDIRECT COSTS (Architect/Engineering/Survey/Geotech/Testing)				\$12,900
TOTAL PROJECT COST				\$118,300



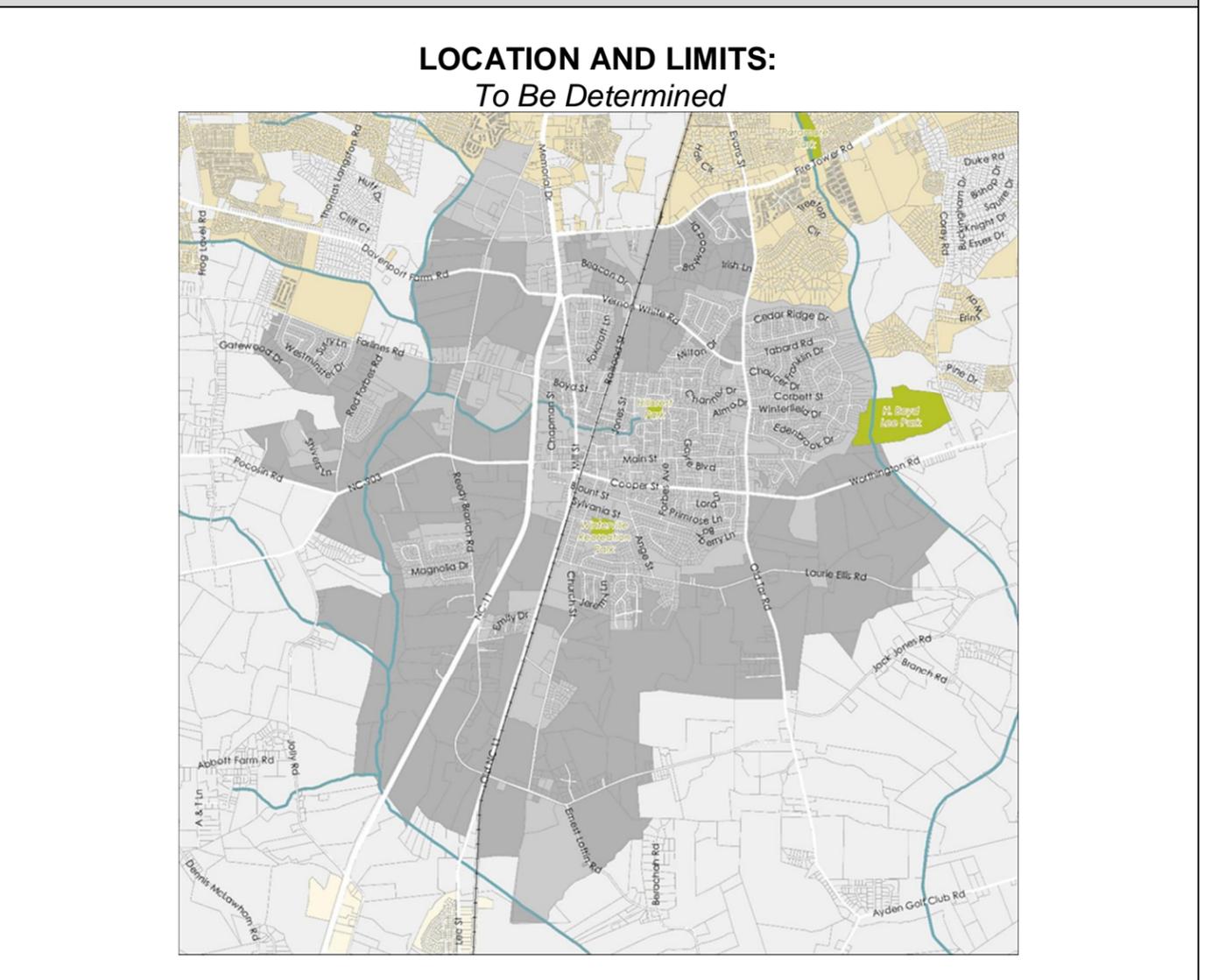
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PROJECT NO. 6	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Off-Leash Dog Area

<p>PROJECT DESCRIPTION Project includes the installation of vinyl coated chain link fencing with gate access and corral area, establishment of permanent turf, site lighting, fabric canopy shade structure, benches/seating areas, dog park amenities and site obstacles, and associated pedestrian paving. Project will include project mobilization, site preparation, demolition of existing features, installation of new electrical services, installation of separate water services for potable water and other site infrastructure improvements to provide a 1 to 2 acre off-leash dog area.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 231,900</p>	<p>PROJECT HORIZION</p> <p><input type="checkbox"/> 1 – 3 years <input checked="" type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	\$8,000	\$8,000
Fencing	LF	1000	\$25	\$25,000
Benches/Seating	LS	1	\$8,500	\$8,500
Trash Receptacles/Dog Waste Receptacles	LS	1	\$2,500	\$2,500
20'x20' Fabric Shade Canopy	LS	1	\$20,000	\$20,000
Sod/Landscape	LS	1	\$35,000	\$35,000
Site Pedestrian Paving	SF	1,500	\$6	\$9,000
Site Preparation / Demolition	LS	1	\$25,000	\$25,000
Lighting Allowance	LS	1	\$20,000	\$20,000
Dog Park Features Allowance	LS	1	\$15,000	\$15,000
SUBTOTAL				\$168,000
±20% CONTINGENCY				\$33,600
±3% PROGRAM MANAGEMENT				\$5,100
±15% INDIRECT COSTS (Architect/Engineering/Survey/Geotech/Testing)				\$25,200
TOTAL PROJECT COST				\$231,900



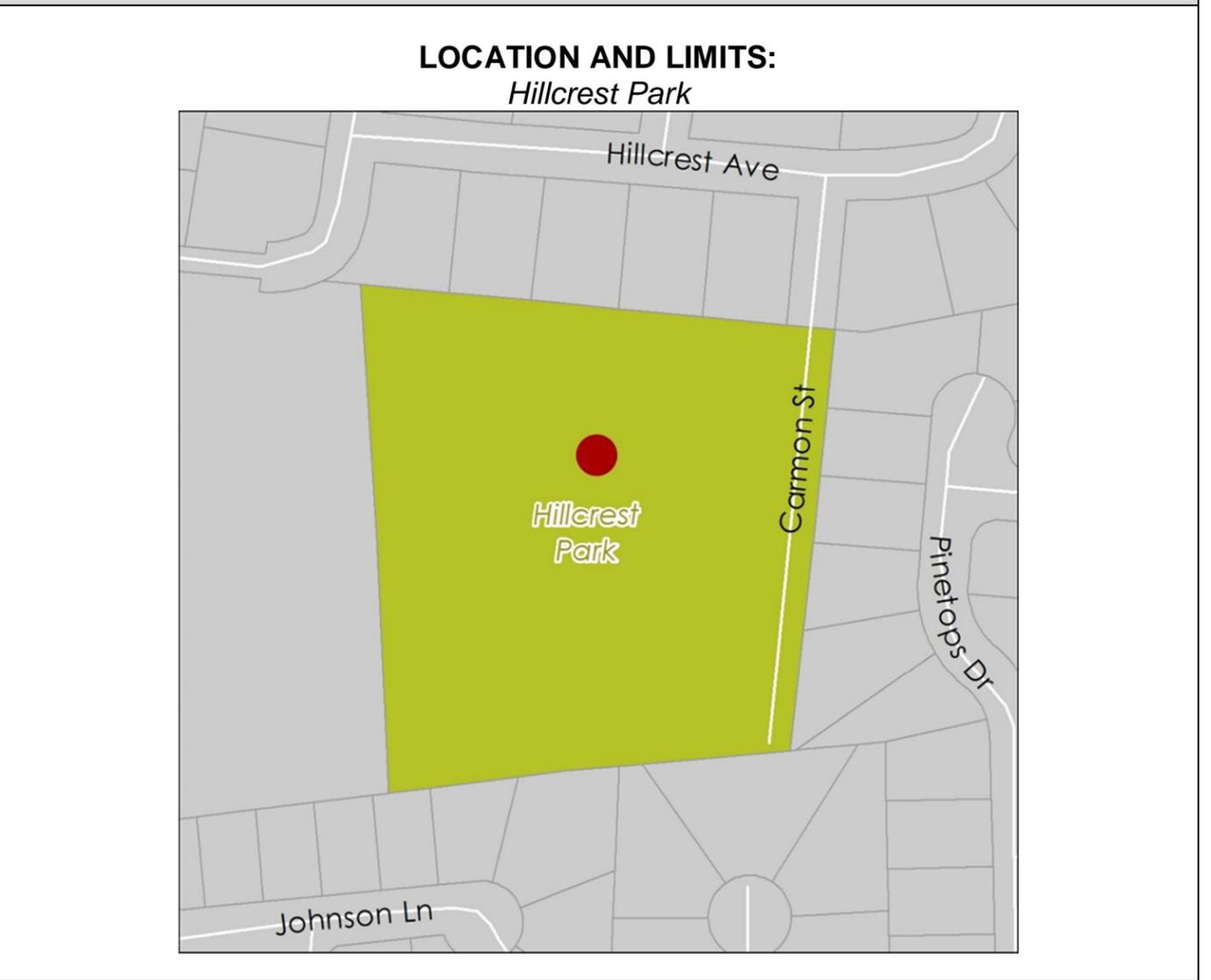
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PROJECT NO. 7	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Regulation Baseball Field

<p>PROJECT DESCRIPTION Project includes the typical cost for the construction of one regulation baseball field with fencing, score board, dugouts, shaded bleacher areas, living field turf, infield sport soil/surfacing, irrigation, sports field lighting, and pedestrian paving. This project will include project mobilization, site preparation, demolition of existing structures, and installation of site utilities.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 802,900</p>	<p>PROJECT HORIZION</p> <p><input type="checkbox"/> 1 – 3 years <input checked="" type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	\$27,700	\$27,700
Baseball Field (Includes Dugouts, Fencing, Drainage, Etc.)	LS	1	\$200,000	\$200,000
Baseball Field Lighting	LS	1	\$125,000	\$125,000
Sidewalk / Pedestrian Paving	SF	1,500	\$6	\$9,000
Sports Field Renovations and Improvements	LS	1	\$150,000	\$150,000
Bleachers	LS	1	\$10,000	\$10,000
20'x20' Fabric Shade Canopy	LS	1	\$20,000	\$20,000
Site Preparation / Demolition	LS	1	\$25,000	\$25,000
Site Infrastructure / Utilities	LS	1	\$15,000	\$15,000
SUBTOTAL				\$581,700
±20% CONTINGENCY				\$116,400
±3% PROGRAM MANAGEMENT				\$17,500
±15% INDIRECT COSTS (Architect/Engineering/Survey/Geotech/Testing)				\$87,300
TOTAL PROJECT COST				\$802,900



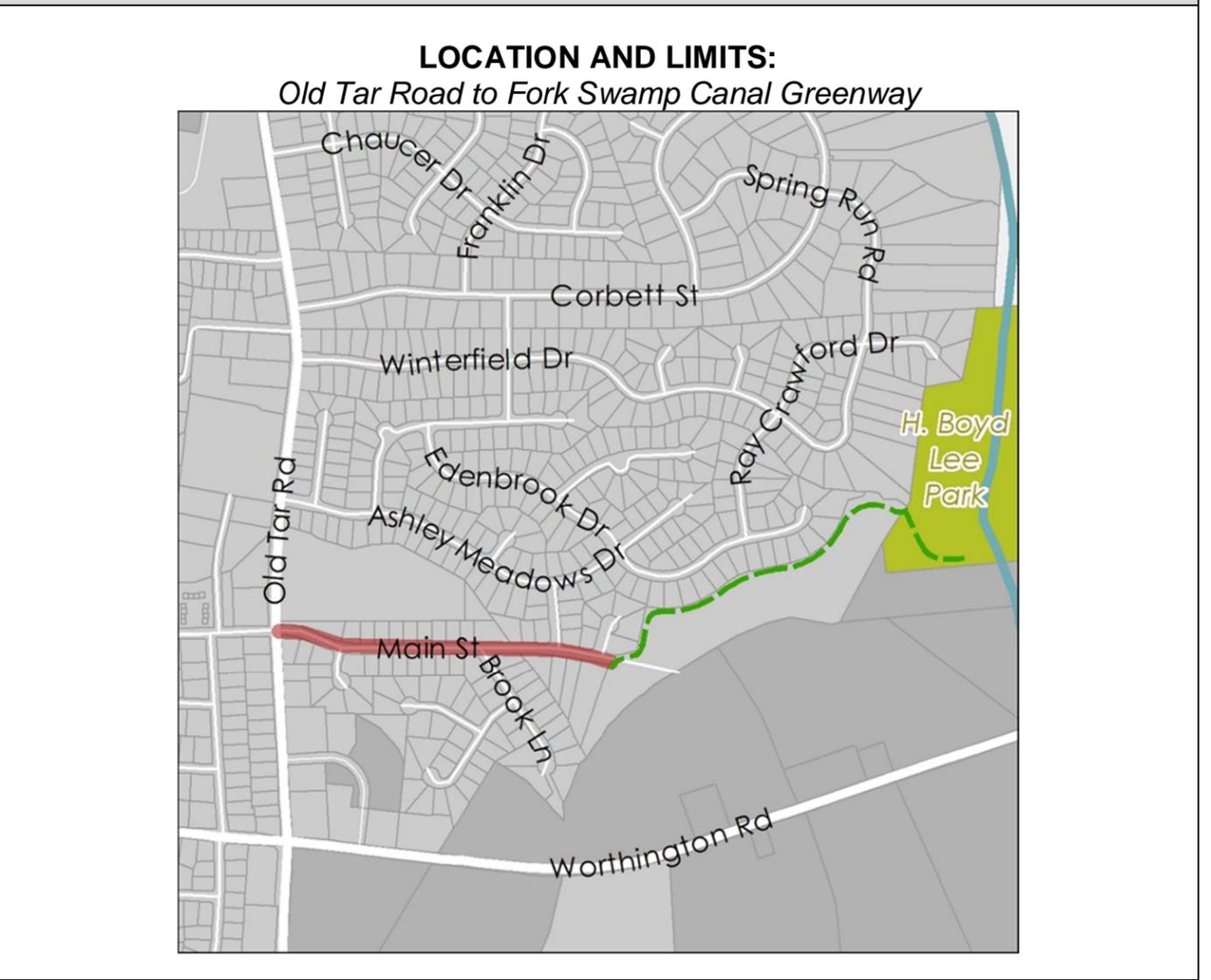
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PROJECT NO. 8	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME East Main Street

<p>PROJECT DESCRIPTION Project includes on-street improvements, including restriping of road and existing faded bicycle lanes. This project will provide a key connection from the Old Tar Road Sidepath to Phase 1 of the Fork Swamp Canal Greenway.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 47,900</p>	<p>PROJECT HORIZION</p> <p><input type="checkbox"/> 1 – 3 years <input checked="" type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Restriping	LF	3800	\$10.00	\$ 38,000
Mobilization	LS	1	\$ 1,900.00	\$1,900
SUBTOTAL				\$ 39,900
±20% CONTINGENCY				\$ 8,000
TOTAL PROJECT COST				\$ 47,900



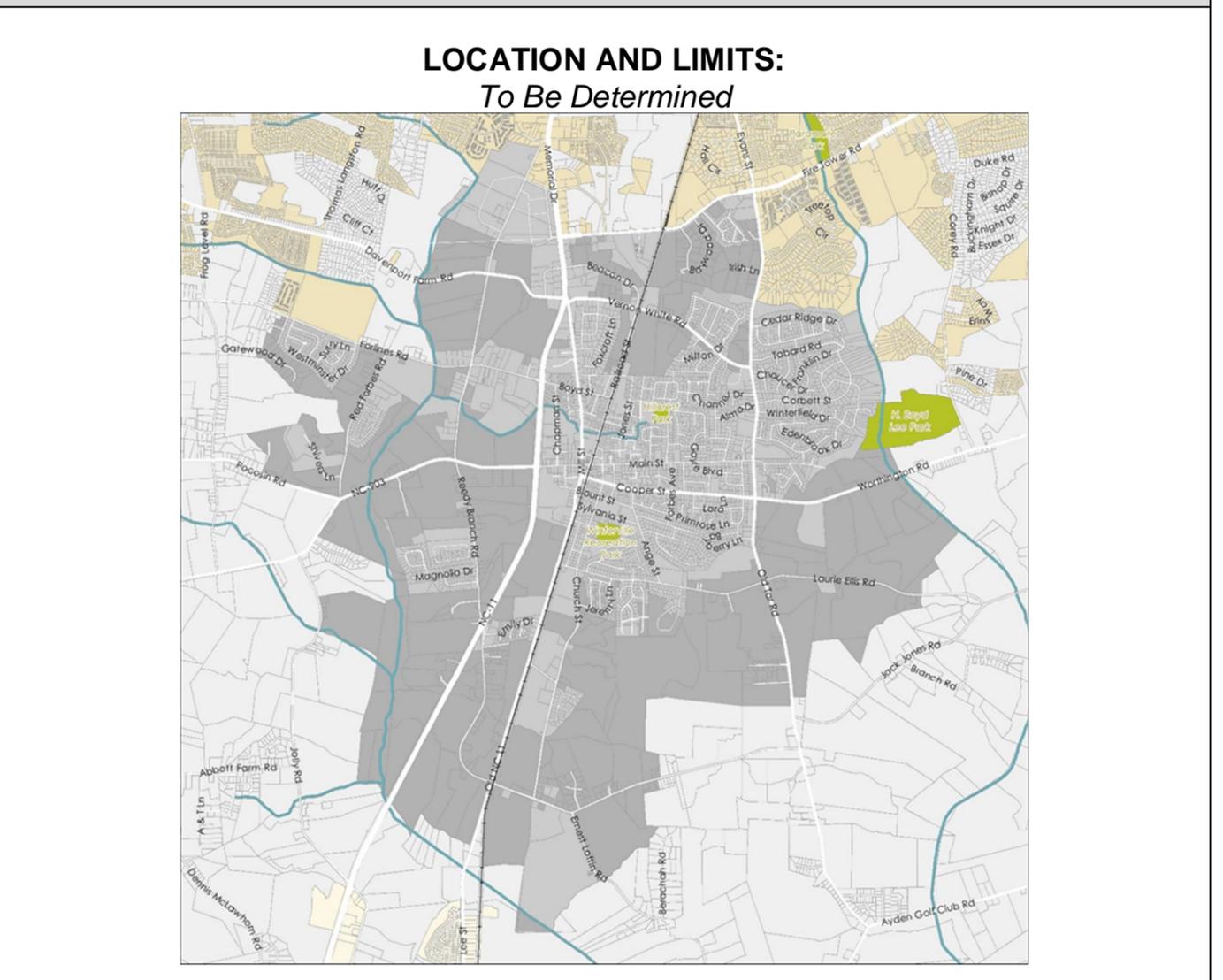
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PROJECT NO. 9	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Splash Pad

<p>PROJECT DESCRIPTION Standard Splash Pads – Project includes 1 splash pad (approx. 2,000 SF). Each splash pad site will include a concrete splash pad with ground and elevated spray features, recirculation pumps, filtration equipment, covered/gated filtration enclosure, security lighting, concrete sidewalks, site grading and drainage, utility services, and shade structures. This project will include project mobilization, site preparation, demolition of existing structures, and installation of site utilities.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 400,900</p>	<p>PROJECT HORIZION</p> <p><input type="checkbox"/> 1 – 3 years <input checked="" type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	\$13,900	\$13,900
Splash Pad	SF	2,000	\$75	\$150,000
Splash Pad - Rubber Surfacing	SF	2,000	\$20	\$40,000
Benches/Seating	LS	1	\$8,500	\$8,500
Trash Receptacles	LS	1	\$1,500	\$1,500
20'x20' Fabric Shade Canopy	LS	1	\$20,000	\$20,000
Drinking Fountain	LS	1	\$7,500	\$7,500
Sidewalks / Pedestrian Paving	SF	1,500	\$6	\$9,000
Site Preparation / Demolition	LS	1	\$25,000	\$25,000
Site Infrastructure / Utilities	LS	1	\$15,000	\$15,000
SUBTOTAL				\$290,400
±20% CONTINGENCY				\$58,100
±3% PROGRAM MANAGEMENT				\$8,800
±15% INDIRECT COSTS (Architect/Engineering/Survey/Geotech/Testing)				\$43,600
TOTAL PROJECT COST				\$400,900



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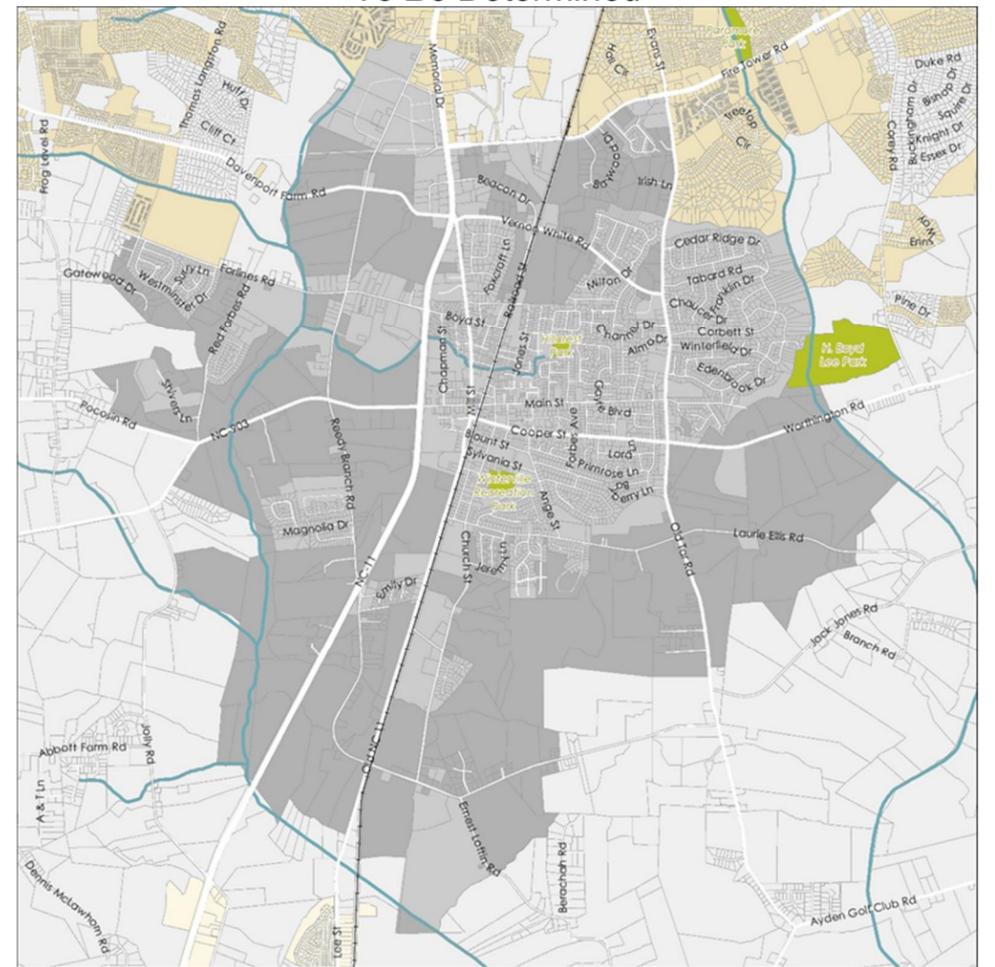
PROJECT NO. 10	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Playground

<p>PROJECT DESCRIPTION Project includes installation of new playgrounds at future park sites. Playgrounds will include approximately 4,000 SF play surface area with wood fiber mulch, age 5-12 play structure, age 2-5 play structure, swing set, ground play features, new paving, and site grading/drainage. This project will include project mobilization, site preparation, demolition of existing structures, and installation of site utilities.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 252,300</p>	<p>PROJECT HORIZION</p> <p><input type="checkbox"/> 1 – 3 years <input checked="" type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	\$8,700	\$8,700
Playground Equipment	LS	1	\$75,000	\$75,000
Playground Mulch Surfacing and Border	LS	1	\$20,000	\$20,000
Benches/Seating	LS	1	\$8,500	\$8,500
Trash Receptacles	LS	1	\$1,500	\$1,500
20'x20' Fabric Shade Canopy	LS	1	\$20,000	\$20,000
Sidewalks / Pedestrian Paving	SF	1,500	\$6	\$9,000
Site Preparation / Demolition	LS	1	\$25,000	\$25,000
Site Infrastructure / Utilities	LS	1	\$15,000	\$15,000
SUBTOTAL				\$182,700
±20% CONTINGENCY				\$36,600
±3% PROGRAM MANAGEMENT				\$5,500
±15% INDIRECT COSTS (Architect/Engineering/Survey/Geotech/Testing)				\$27,500
TOTAL PROJECT COST				\$252,300

LOCATION AND LIMITS:
To Be Determined



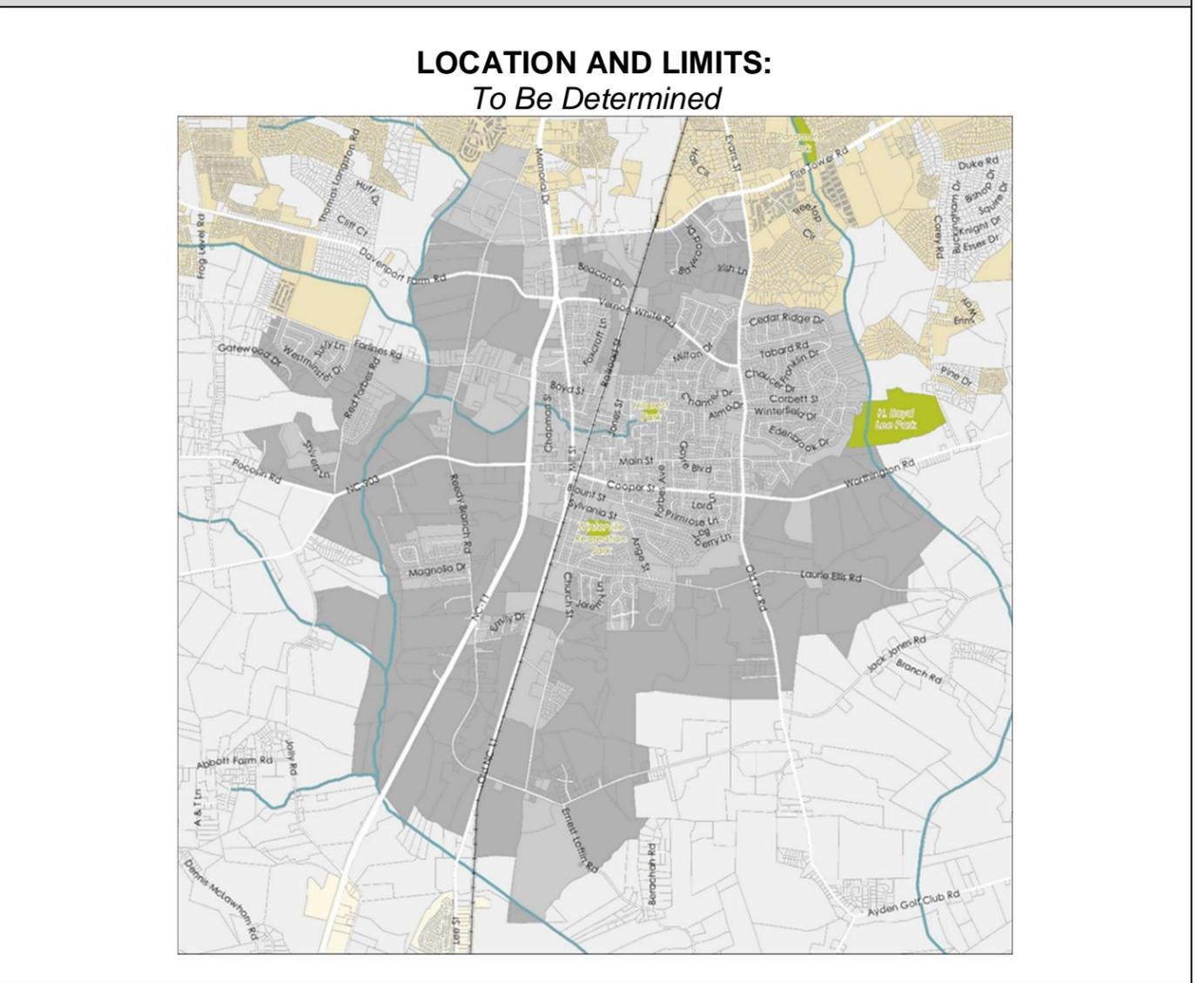
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PROJECT NO. 11	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Multi-Purpose Field

<p>PROJECT DESCRIPTION Project includes the typical cost for the construction of one multi-purpose sports field that can accommodate multiple sports, including football, soccer and lacrosse. The project includes site grading, establishment of permanent living field turf, irrigation, site lighting, pedestrian paving, bleachers, site furnishings, and fencing. This project will include project mobilization, site preparation, demolition of existing structures, and installation of site utilities.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 536,200</p>	<p>PROJECT HORIZION</p> <p><input type="checkbox"/> 1 – 3 years <input checked="" type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS

Item	Unit	Quantity	Cost	Item Cost
Mobilization	EA	1	\$18,500	\$18,500
Sports Field Turf	EA	1	\$25,000	\$25,000
Sports Field Site Prep/Topsoil	EA	1	\$35,000	\$35,000
Sports Field Irrigation	EA	1	\$30,000	\$30,000
Sports Field Lighting	LS	1	\$150,000	\$150,000
Sidewalks / Pedestrian Paving	SF	2,500	\$6	\$15,000
Bleachers	EA	2	\$10,000	\$20,000
Fencing	LF	1,000	\$25	\$25,000
12' x 25' Fabric Shade Canopy	EA	2	\$15,000	\$30,000
Site Preparation / Demolition	LS	1	\$25,000	\$25,000
Site Infrastructure / Utilities	LS	1	\$15,000	\$15,000
SUBTOTAL				\$388,500
±20% CONTINGENCY				\$77,700
±3% PROGRAM MANAGEMENT				\$11,700
±15% INDIRECT COSTS (Architect/Engineering/Survey/Geotech/Testing)				\$58,300
TOTAL PROJECT COST				\$536,200

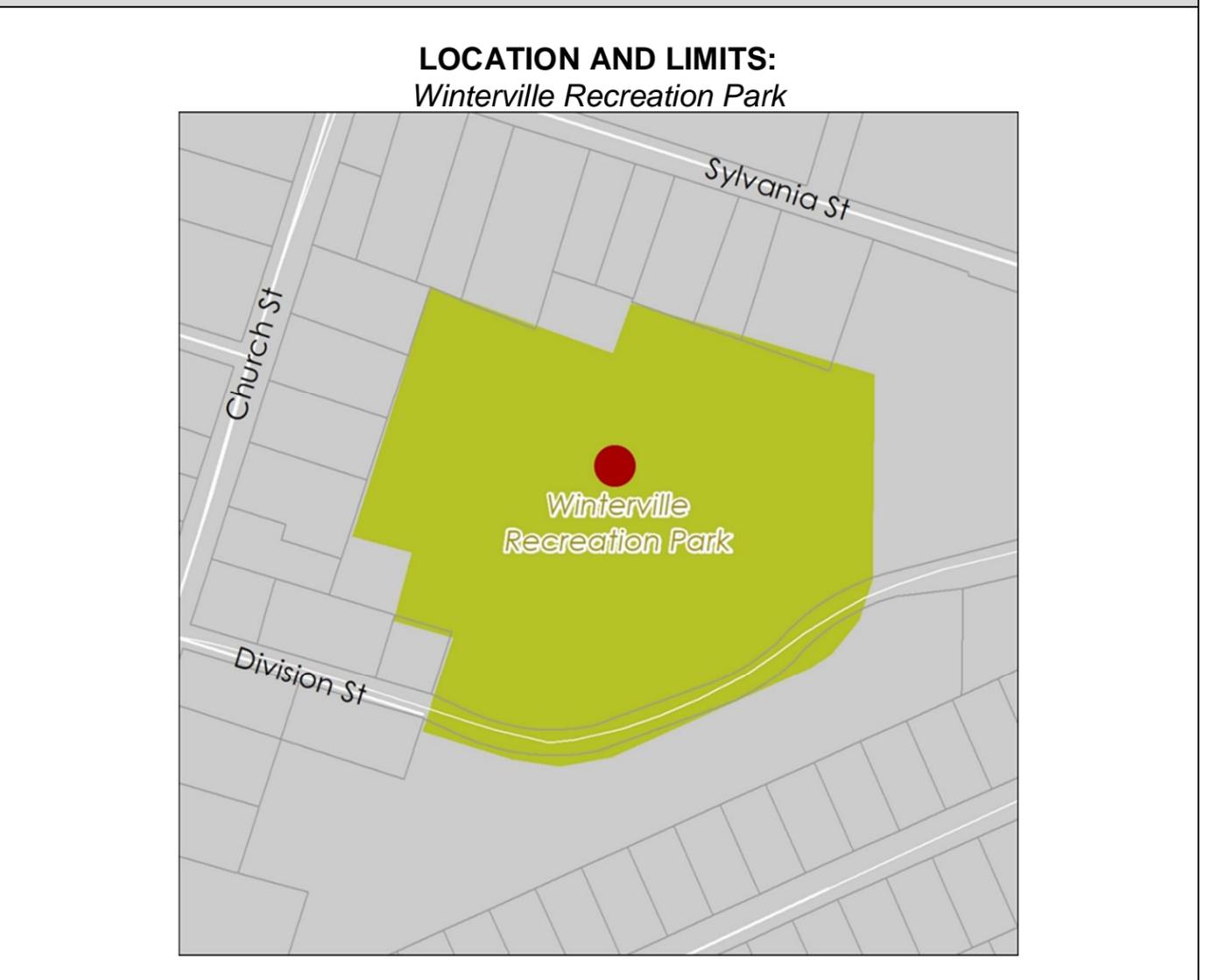


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PROJECT NO. 12	TOWN OF WINTERVILLE – 2019 CAPITAL IMPROVEMENT PROGRAM
	PROJECT NAME Picnic Shelter

<p>PROJECT DESCRIPTION Project includes installation of new hard roof picnic shelter up to 1,200 SF, and associated sidewalks/pedestrian paving, and site furnishings. This project will include project mobilization, site preparation, demolition of existing structures, and installation of site utilities.</p>	<p>PROJECT FUNDING Total Project Cost ----- \$ 203,500</p>	<p>PROJECT HORIZION</p> <p><input type="checkbox"/> 1 – 3 years <input checked="" type="checkbox"/> 3 – 5 years <input type="checkbox"/> 5 – 10 years <input type="checkbox"/> 10 years or more</p>
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PROJECT COSTS				
Item	Unit	Quantity	Cost	Item Cost
Mobilization	LS	1	\$7,800	\$7,800
Pavilion Structure	LS	1	\$75,000	\$75,000
Pavilion Slab	LS	1	\$25,000	\$25,000
Picnic Tables	EA	6	\$2,000	\$12,000
Trash Receptacles	LS	2	\$1,500	\$3,000
Site Preparation / Demolition	LS	1	\$25,000	\$25,000
Site Infrastructure / Utilities	LS	1	\$15,000	\$15,000
SUBTOTAL				\$162,800
±25% CONTINGENCY				\$40,700
TOTAL PROJECT COST				\$203,500



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TOWN OF WINTERVILLE
PUBLIC COMMENT APPLICATION

Name of Applicant: Debbie Avery

Date: 5-7-19

Address: Winterville Chamber

Phone: 531-4590

Town Council Meeting Date Requesting to Provide Comment: 5-13-19

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

Chamber President would like to ask Town Council members for funding for another year.

Name(s) of Speaker(s):

(1) Brad Guth, Chamber President

(2) _____

(3) _____

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

Debbie Avery
Signature



Print

Save

Submit



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 13, 2019

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Council Meeting Minutes.

Action Requested: Approval of Draft Minutes.

Attachment: Draft Minutes of the Council Meetings listed below.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2019

ABSTRACT ROUTING:

TC: 5/1/2019

FD:

TM: 5/7/2019

Final: 5/7/2019

Supporting Documentation

Approval of the following sets of Council Meeting Minutes:

- March 25, 2019 Stormwater Workshop Meeting Minutes; and
- April 8, 2019 Regular Council Meeting Minutes.

Budgetary Impact: N/A.

Recommendation: Approval of Minutes.



**Winterville Town Council
March 25, 2019 – 7:00 PM
Special Meeting Minutes**

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

Douglas A. Jackson, Mayor
Mark Smith, Mayor Pro-Tem
Ricky Hines, Councilman (arrived at 6:23 pm)
Tony Moore, Councilman (left at 7:24 pm)
Johnny Moyer, Councilman
Veronica Roberson Councilwoman
Terri L. Parker, Town Manager
Ben Williams, Assistant Town Manager
Travis Welborn, Public Works Director
Anthony Bowers, Finance Director
Donald Harvey, Town Clerk

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

INVOCATION: Mayor Jackson gave the Invocation.

WELCOME: Mayor Jackson welcomed everyone.

APPROVAL OF AGENDA:

Manager Parker noted an amendment to the Agenda removing the Closed Session.

Motion made by Mayor Pro Tem Smith and seconded by Councilwoman Roberson to approve the amended agenda. The motion carried unanimously, 4-0.

ITEMS TO BE CONSIDERED:

Approval of Next Round of Homes Needing Urgent Repairs through the Town's URP - Town Manager Parker discussed the list for approval of recommended recipients for this year. The recipients must be over 62 years old, own and live in the home, and the taxes paid.

Motion made by Councilman Moore and seconded by Councilman Moyer to approve the list as presented. The motion carried unanimously, 4-0.

Stormwater Presentation - Public Works Director Welborn gave the following presentation: He noted that he would cover all facets of stormwater.

Town of Winterville Stormwater Workshop

March 25, 2019



Purpose of Workshop

- Informational Session - General Information
- Responsibilities of Stormwater Department
- Issues Facing Stormwater Department
- Backyard Drainage Discussion
- Revenue & Expenditures
- Nobel Canal

Informational Session – General Information

- Not a Rate Study or Discussion
- Department Staffing Levels
 - One Equipment Operator Prior to 2019 FY
 - Two Equipment Operators Starting with 2019 FY
 - Primary Duties (Shared Responsibilities w/ Public Works)
- Equipment Inventory
- MS4 Permit Requirements

Friday, March 22, 2019

3

Infrastructure

- 38.3 Miles of pipe
- 2,218 Inlet structures
- Open Ditches
- 2 Stormwater BMP's



Friday, March 22, 2019

4

NPDES MS4 Permit - Winterville

- Mandated by Clean Water Act – Municipal Separate Storm Sewer Systems
- Town must develop and implement a comprehensive stormwater management program – audited every 5 years
- Includes six (6) minimum control measures:
 - Public Education & Outreach
 - Public Involvement & Participation
 - Illicit Discharge Detection & Elimination
 - Construction Site Runoff Controls
 - Post-Construction Site Runoff Controls
 - Pollution Prevention & Good Housekeeping for Municipal Operations

Friday, March 22, 2019

5



NPDES MS4 Permit - Winterville

- Currently operating under Phase II Regulations
- Will soon be required to operate under Neuse River Rules
 - Anticipated date of adoption by State 2020, Town 6 months later
 - Additional requirements placed on new developments
 - Nitrogen removal in addition to Total Suspended Solids
 - Requires larger ponds and/or mitigation payments
- Must adopt a Stormwater Management Plan to establish the means by which the Town will comply with its NPDES MS4 Permit.

Friday, March 22, 2019

6

Neuse & Tar-Pamlico New Development Stormwater Rule Revisions

Neuse (Proposed Added Communities)	Tar-Pamlico (Proposed Added Communities)
Apex	Franklinton
Clayton	Louisburg
Fuquay-Varina	Nashville
Greenville	Princeville
Holly Springs	Red Oak
Knightdale	Granville County
Morrisville	Wilson County
Wake Forest	
Wendell	
Winterville	
Craven County	
Pitt County	

Department of Environmental Quality



Responsibilities of Stormwater Department

- ❖ Repair sinkholes
- ❖ Inspect pipe installation in new subdivisions
- ❖ Pipe replacement projects
- ❖ Catch basin maintenance & repair
- ❖ Investigate flooding issues
- ❖ Investigate customer complaints
- ❖ Maintain ditches & outfalls
- ❖ Work Orders
 - ❖ 31 stormwater work orders in 2013
 - ❖ 58 stormwater work orders in 2018



Issues Facing Stormwater Department

- Sinkholes
- New Pipe Installation Inspection
- Flooding (Undersized/Failing Pipes & Lack of Inlets)
- Ditches (Erosion)
- Cleveewood Subdivision Driveways
- Curb Cuts
- Funding
 - Staff Levels
 - Capital Projects

Friday, March 22, 2019

9



Sinkholes



Friday, March 22, 2019

10

Typical Sinkhole Repairs

- Small sinkholes that are not deep and do not involve removing asphalt or concrete can typically be completed by staff in half a day. Including equipment and labor the hourly rate is estimated to be around \$200 per hour (one small excavator @ \$100/hr and a 3 man crew @ \$35/hr per man). Including materials even small sinkhole repairs can approach \$1,000 in total cost.
- Larger, more complicated sinkholes that involve concrete and/or asphalt removal and replacement can easily take 2 or more days to complete and approach \$3,000+ in total costs.



Friday, March 22, 2019

11

Examples of Issues We Face in Winterville



Friday, March 22, 2019

12

Examples of Issues We Face in Winterville



Friday, March 22, 2019



13

Examples of Issues We Face in Winterville



Friday, March 22, 2019



14

New Subdivisions - Inspections

The Public Works Department realizes that an ounce of prevention is worth a pound of cure. In order to avoid past mistakes of allowing developers and contractors to install infrastructure with no oversight and supervision, the street department keeps a close watch on installation of new infrastructure. Many of the sinkholes that staff repairs are in new (< 10 years old) subdivisions. Although staff spends as much time inspecting these new installations as possible, there are still times that no one is available and infrastructure is installed with no oversight.



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Flooding

- Regional Detention
 - Partner with neighboring communities & Pitt County
- Watersheds
 - Long Branch
 - SC-35 Lateral (Mellon Downs to Church St.)
 - SC-37 Lateral (Sylvania/Mill St.)
 - SC-39 Lateral (Nobel Canal)
 - FS-26 Lateral (Winterville Crossing to Brookstone)

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Nobel Canal Watershed

- Study completed May 2017
- Watershed approximately 360 Acres upstream of Highway 11
- Severe flooding occurs at Railroad St., Jones, St., North St., & Main St. due to undersized pipes and inadequate drainage
- Pipe failures along Railroad St.
- Approximately \$6,000,000 for necessary improvements downstream of Railroad St. only – does not include improvements to Main St.
- Town obtained grant of \$1,094,000 for Chapman St. culvert



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Railroad Street



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North Street



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Main Street



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Jones Street



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Ditches

The stormwater department is responsible for the maintenance and repair of the Town's ditches. The following are some of the responsibilities of the department related to ditch maintenance:

- ❖ Mowing twice annually
- ❖ Muck out sediment and debris
- ❖ Clear log jams and beaver dams
- ❖ Repair erosion and sloughing of banks



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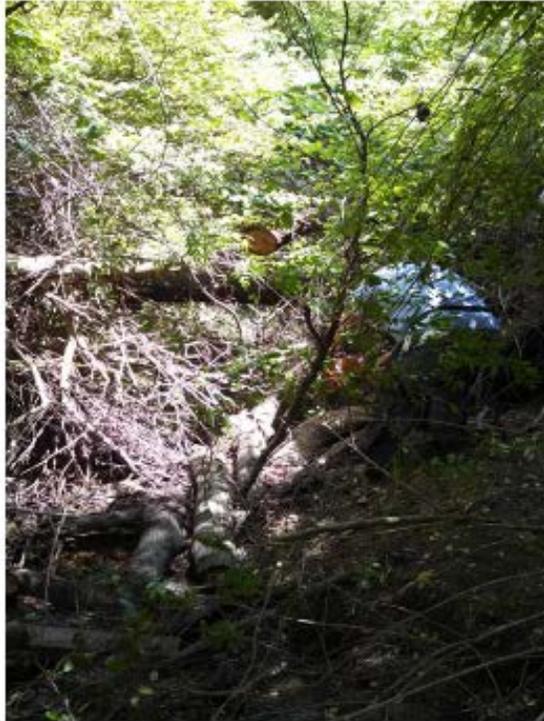
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Mayor Jackson announced we would take a five-minute recess.

Clewood Subdivision

Clewood Subdivision was originally constructed as a County subdivision with ditches and no curb and gutter or storm drainage. The Town annexed the subdivision and added sanitary sewer as well as piped all of the open ditches so they could add curb and gutter. When the ditches were piped, all of the driveway culverts remained and were just tied into. Due to poor installation practices, a large portion these driveway culverts are failing and will need to be replaced. Each replacement costs approximately \$1,000 in materials and takes at least two days with a crew of at least three men plus equipment.



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Examples of Issues We Face in Winterville



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Backyard Drainage

- Staff receives a tremendous amount of complaints regarding “backyard drainage.”
- Staff considers backyard drainage to be drainage infrastructure (pipes, ditches, inlets, swales, etc.) installed by developers or citizens that does not convey “town water” and is therefore not maintained by the Town.
- Town water is storm water runoff that originates from a Town street, right of way, and/or facility.
- Staff would like to receive direction from Council on this practice, and update the Ordinance accordingly.

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Example of Backyard Drainage Work



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What Do Other Towns Do?

- **Ayden**
 - The Town of Ayden maintains drainage infrastructure that conveys water from a Town or NCDOT street.
 - The Town of Ayden does not maintain private drainage in backyards.
- **Greenville**
 - Per the City's Ordinance, Greenville Public Works maintains storm drainage infrastructure that carries "public" water.
 - "Public" water is considered water originating from a Town or State right of way.
 - The City of Greenville does not maintain private drainage in backyards.

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Revenue & Expenditures

Revenue

- Generally speaking, 100% of the revenue in the stormwater department is generated by the Town's Stormwater Fee
- Total revenue in 2017-2018 was \$283,025 of which \$13,680 was an appropriation from fund balance
- Total revenue in 2018-2019 is estimated to be \$486,832 with no fund balance transfer. Increase is due to the increase in stormwater fee and the results of the impervious area audit
- Occasionally the Town receives grants in the stormwater department, including the recent NCDWR grant in the amount of \$35,000 for the Nobel Canal Drainage Basin Study

Expenditures

- Approximately 25% of the budget is used for the salaries of two equipment operators
- At a minimum, usually 50% or more of the funds are allocated for pipe replacement projects.
- The remaining funds are allocated for ditch mowing, materials purchase for in-house repairs, and equipment purchases
- Due to the large amount of work that needs to be done in the future, the stormwater fund revenue may need to be leveraged in bonds or loans to be able to afford the projects.
- The stormwater fund does not currently have any debt.

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Municipal Stormwater Rate Comparison								
	Town/City	Monthly Residential Fee (2,000 sf)	Flat or Increasing	Annual Revenue	Population (2016 est.)	Municipal Area (sq. mi.)	Density (pop./sq. mi.)	MHI
Within 50 miles of TOW	Rocky Mount	\$ 5.00	Flat	\$ 4,068,000	55,466	44.0	1,261	\$ 35,918
	Wilson	\$ 4.20	Flat	\$ 2,736,000	49,620	23.4	2,121	\$ 38,046
	Plymouth	\$ 3.00	Flat	\$ 55,000	3,594	3.9	931	\$ 20,448
	Greenville	\$ 5.35	Increasing	\$ 4,904,000	91,495	26.3	3,486	\$ 35,069
	Ayden	\$ 3.50	Flat	unavailable	5,191	3.5	1,483	\$ 29,139
	Grifton	\$ 3.00	Flat	\$ 73,000	2,661	1.7	1,565	\$ 31,622
	Kinston	\$ 4.50	Flat	unavailable	20,923	16.9	1,240	\$ 31,030
	New Bern	\$ 2.10	Flat	\$ 681,000	30,691	29.7	1,034	\$ 41,970
Jacksonville	\$ 5.00	Flat	\$ 2,941,000	67,784	45.2	1,501	\$ 41,095	
Charlotte	\$ 10.28	Increasing	\$ 70,042,000	842,051	297.7	2,829	\$ 55,599	
Raleigh	\$ 5.00	Increasing	\$ 17,938,000	468,990	144.8	3,239	\$ 58,641	
Durham	\$ 6.75	Increasing	\$ 18,275,000	263,016	108.3	2,429	\$ 52,115	
Chapel Hill	\$ 5.36	Increasing	unavailable	59,246	21.3	2,782	\$ 65,373	
Hillsborough	\$ 6.25	Flat	unavailable	6,568	4.6	1,431	\$ 50,240	
Winterville	\$ 4.00	Flat	\$ 487,000	9,600	4.5	2,133	\$ 64,000	
TOW Rank vs. Muni w/in 50 mi. (9)	5th			5th	6th	6th	2nd	1st

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Nobel Canal Ditch Erosion



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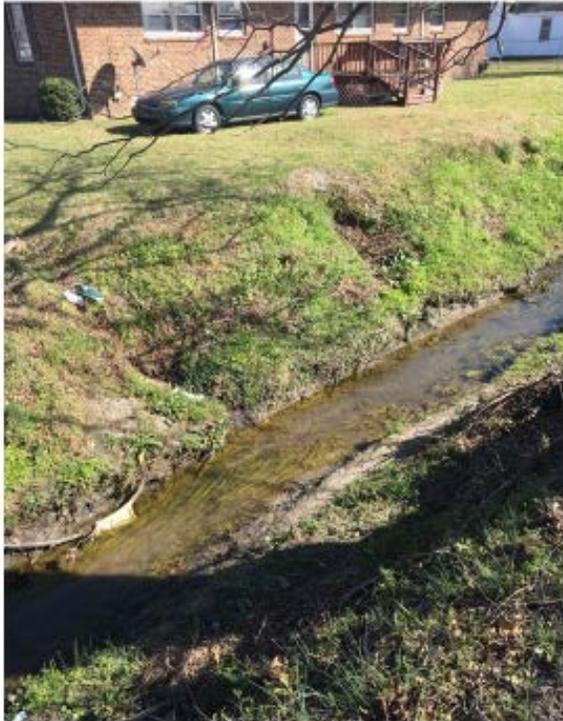
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Example of the Use of Riprap



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Example of the Use of Reinforcement Fabric



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Conclusion

- Directives from Council

- Backyard drainage
- Nobel Canal

- Questions?

- Concerns?

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Town Manager Parker noted we need the State to create funding. Mayor Pro Tem Smith asked do we allow metal pipe. Public Works Director Welborn said the corrosive soils rust metal pipes; we conduct inspections in new subdivisions and keep any eye on new construction now. Councilman Hines asked if we get a bond to help the situation and alleviate problems. Public Works Director Welborn said we require a 12-month warranty and contractor must camera the line before acceptance. Mayor Pro Tem Smith said we need a camera option and think about additional requirements. Public Works Director Welborn said the cost to camera is approximately \$2 a foot. Councilman Hines said that it would be great to have requirements in place soon. Public Works Director Welborn said improvements would help. Councilman Moye asked when you do camera work. Public Works Director Welborn said when the pipe is in the ground; we have the camera and ability, however, just do not have staff time. Councilman Hines said this could help. Public Works Director Welborn agreed with camera, budget is the issue, put contingency funds in for the project. Councilman Moye said Nobel Canal a problem for years. Public Works Director Welborn said multiple flooding events and then understanding long-term storms. Town Manager Parker noted the need to keep the water moving. Councilman Moye asked does this include clean water. Public Works Director Welborn said no, they are for green projects. Assistant Town Manager Williams said we are looking for innovative measures, green projects. Councilwoman Roberson asked if we received any funds on the recent round of funding. Public Works Director Welborn said no, not in that round. Town Manager Parker said the Town's median income is our problem for funding. Assistant Town Manager Williams said we are working with district for funding; regionalization is the direction things are heading. Councilman Moore asked about the McLawhorn property. Assistant Town Manager Williams said this property is in the floodplain. Assistant Town Manager Williams said changing of ditches and creating retention should help. Councilman Moore said asked about getting rid of southeast district.

Mayor Jackson said we will take a five 5 minute recess. Councilman Moore left meeting.

Councilman Hines asked what about a bond to fund drainage project. Finance Director Bowers said

revenues impact bonds; require a rate increase, general obligation (GO) bonds pledge tax ability. Town Manager Parker said a large project would require a rate increase. Assistant Town Manager Williams commented on a new utility. Public Works Director Welborn noted the rate charge from Assistant Town Manager Williams shown on slide 34. Public Works Director Welborn said the median household income highest in comparison to other localities. Assistant Town Manager Williams we must deal with unfunded mandates, Town needs help to solve problems. Town Manager Parker asked Council to contact legislators to get funding sources. Assistant Town Manager Williams said we are dense with a small amount of commercial. Public Works Director Welborn commented on Nobel Canal ditch erosion with ditch banks eroding causing problems. Stroud completed drainage study in 2009. Four different studies on the area noted in the presentation slides. Councilman Moyer said banks erode and sluff. Public Works Director Welborn and Assistant Town Manager Williams noted that change is at the base of the ditch. Assistant Town Manager Williams commented that sluffing and shelving is occurring. Councilwoman Roberson can the ditch be realigned; we have a problem, studies and studied, done other ditches and nothing done on Nobel Canal. Public Works Director Welborn we could riprap, however, owners would lose yard. Assistant Town Manager Williams noted it is a blue line stream and would need permitting, would readjust. Councilman Moyer asked to define blue line stream. Public Works Director Welborn noted it included water plus a riparian buffer 50 feet on both sides of top of ditch. Assistant Town Manager Williams said they show on a USGS or county map has other factors, intermittent or perineal, top of bank, top of vegetation, 50-foot buffer, and limited activities. Councilwoman Roberson said too much study; it is time to do something. Public Works Director Welborn noted point discharges result in problems, could riprap ditch. Assistant Town Manager Williams installing fabric with concrete behind requires access to the area. Assistant Town Manager Williams said riprap is most cost effective, easement acquisition, and other, engineer estimated approximately \$150,000 + 20% for engineering and permitting. Town Manager Parker some areas of concern are in worse condition. Assistant Town Manager Williams some areas are stabilized. Town Manager Parker said staff would take comments and bring back to council. Assistant Town Manager Williams said some extreme situations could dictate funding. Town Manager Parker said staff would put together cost information and present during the budget period. Public Works Director Welborn asked are there additional questions or concerns. Councilman Moyer asked any reason not to put costs together. Assistant Town Manager Williams noted a true number is a bid; engineer can prepare cost estimates. Finance Director Bowers discussed the period. Public Works Director Welborn said during the budget process in a couple weeks. Town Manager Parker can get into funding during budget workshops, asked Council to contact legislators to fund these type projects. Councilman Moyer noted why have they not helped, I understand now, meeting educated about the problem, it is a good day. Public Works Director Welborn said glad the meeting helped. Councilwoman Roberson said she wants everybody to feel a part of the town.

ADJOURN: Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to adjourn the meeting. Motion carried unanimously, 4-0. Meeting adjourned at 8:36 pm.

Adopted this the 13th day of May, 2019.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Winterville Town Council
April 8, 2019 – 7:00 PM
Regular Meeting Minutes**

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

Douglas A. Jackson, Mayor
Mark Smith, Mayor Pro-Tem
Ricky Hines, Councilman
Tony Moore, Councilman
Johnny Moye, Councilman
Veronica Roberson Councilwoman
Keen Lassiter, Town Attorney
Terri L. Parker, Town Manager
Ben Williams, Assistant Town Manager
Ryan Willhite, Police Chief
David Moore, Fire Chief
Travis Welborn, Public Works Director
Robert Sutton, Electric Director
Anthony Bowers, Finance Director
Evan Johnston, Parks and Recreation Director
Bryan Jones, Planning Director
Donald Harvey, Town Clerk

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

INVOCATION: Councilwoman Roberson gave the Invocation.

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

WELCOME: Mayor Jackson welcomed everyone to the meeting.

APPROVAL OF AGENDA:

Manager Parker requested an amendment to the Agenda to include additional items in the Closed Session.

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

RECOGNITION OF NEW EMPLOYEES - Fire Chief Moore introduced the following new employees:

Jordan Craven, Fire Engineer – Fire-Rescue-EMS:

- Started his fire service career in 2004 with the Southwood Volunteer FD.
- Worked for the City of Kinston Fire Department for 12 years.
- Worked Part-time for The Town of Winterville.
- AAS Fire Protection.

Steven Cox, Fire Engineer – Fire-Rescue-EMS:

- Volunteered with the Eastern Pines Fire Department for 15 years.
- Worked for the City of Goldsboro for 10 years.
- Worked for the City of Washington for 3 years.

Alex Caldaro, Firefighter – Fire-Rescue-EMS:

- Started in 2010 with the Winterville Community FD.
- Attended the Wilson Community College Fire Academy.
- Volunteered with TOW since 2015.
- Currently a Corporal in the United States Marine Corp Reserve.

Bryan Myers, Fire Engineer – Fire-Rescue-EMS:

- Started his fire service career in 2002 with the Harrisburg FD.
- Career Firefighter for 13 years.
- Holds a BS in fire administration and fire investigation.
- Currently volunteers as a captain with the Newport FD.

Justin Weber, Fire Engineer – Fire-Rescue-EMS:

- Began his fire service career with Ayden FD.
- Worked for the City of Kinston.

Robert Spence, Firefighter – Fire-Rescue-EMS:

- Began his career with the Gaston Fire Department in Northampton County.
- He recently completed the Wilson Fire Academy.

Spencer Albritton, Fire Engineer, Fire-Rescue-EMS:

- Worked for 11 years with the City of Greenville.
- Volunteered 12 years with the Bell Arthur FD.

Taylor Moore, Firefighter – Fire-Rescue-EMS:

- Bell Arthur Volunteer Fire Department when he was 16.
- Went to Wilson Fire Rescue Academy in 2015.
- Worked for 3 years with the City of Rocky Mount Fire Department.

Alex/Michael Yates, Fire Engineer – Fire-Rescue-EMS:

- Town of Zebulon Fire Department.
- Nash Community College Fire Academy in 2011.
- Worked Part-Time with the Town of Winterville as a Fire Engineer since 2015.
- Oversees the Fire Hydrant Flow Testing and Inspection Programs.

Frankie Lopez, Fire Engineer – Fire-Rescue-EMS:

- Six total years of fire service experience.
- Staton House Fire and approximately 4 years with Greenville Fire and Rescue.
- Niche is vehicle extrication and teaching it.

Hunter Barrow, Fire Engineer – Fire-Rescue-EMS

- A firefighter for 8 years starting with the ARBA volunteer fire department where he is still a member.
- Wilson Community College fire academy.
- AAS Fire Protection Technology.
- Worked for Kinston Fire/Rescue for 3 years.

Cory Rayner, Firefighter – Fire-Rescue-EMS.

- Volunteered with Hugo VFD for 4 years.
- Volunteered with Winterville for 9 years.
- Attended and graduated from NASCAR Technical Institute from 2007-2009.
- Served in the army reserve for 8-years.

Tony Klontz, Recruitment, Retention and Member Development Officer – Fire-Rescue-EMS.

- Worked previously with the City of Greenville for 11 years
- EMT-Paramedic
- AAS Degree
- Level II Instructor

PROCLAMATIONS:

South Central High School 2018-2019 Men’s Basketball Team - Tamara Harris, a South Central High School teacher read a statement from the teachers and parents of the team. Mayor Jackson read the proclamation for the South Central High School Men’s Basketball Team. Mayor Jackson and Town Clerk Harvey handed out the proclamation to team members, coaches, and support staff.



PROCLAMATION
*Honoring South Central High School
2018-2019 Men’s Basketball Team*

WHEREAS, South Central High School is a viable part of, serves, and contributes to the Winterville Community; and

WHEREAS, the Men’s Basketball Team completed a very successful season, winning the State 4A NCHSAA Basketball State Championship, for the first time in School history; and

WHEREAS, the fans, volunteers, parents, coaches, and student athletes spent countless hours at practice, traveling to and from games, and supporting the team; and

WHEREAS, the team had a record of 30 wins and 1 loss overall with 12 wins and 0 losses in the Eastern Carolina 4A Conference; and

WHEREAS, Chris Cherry was The Daily Reflector’s All-Area boys’ basketball coach of the year; and

WHEREAS, Day’Ron Sharpe was the Charlie Adams Most Valuable Player in the Championship game and The Daily Reflector’s boys’ player of the year; and

WHEREAS, Jahzeer Baker was South Central’s Most Outstanding Player in the Championship game; and

WHEREAS, Raquan Vann received the 2019 North Carolina Farm Bureau Sportsmanship Award prior to the Championship game; and

WHEREAS, the Town of Winterville proudly supports and honors the efforts and accomplishments of the tremendous student athletes and coaches of the South Central High School 2018-2019 Men’s High School Basketball Team for their championship season and publicly thank and proclaim this outstanding accomplishment.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 8th day of April, 2019.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk

Pitt Community College 2018-2019 Men's Basketball Team - Mayor Jackson read the proclamation for the Pitt Community College Men's Basketball Team. Mayor Jackson and Town Clerk Harvey handed out the proclamation to team members, coaches, and support staff.



PROCLAMATION
*Honoring Pitt Community College
2019 Men's Basketball Team*

WHEREAS, Pitt Community College is a viable part of, serves, and contributes to the Winterville Community; and

WHEREAS, the Team completed a very successful season; and

WHEREAS, the fans, volunteers, parents, coaches, and student athletes spent countless hours at practice, traveling to and from games, and supporting the Team; and

WHEREAS, a new School Record Single Season was set with 24 Wins; and

WHEREAS, a new School Record Single Season Conference was set with 17 Wins; and

WHEREAS, the Team was Region X DII Regular Season Champions; and

WHEREAS, the Team appeared in the NJCAA DII National Tournament; and

WHEREAS, Darrick Mullins was 2019 NJCAA DII Region X Coach of the Year; and

WHEREAS, Ben Cox was 2019 NJCAA DII All Region X / First Team; and

WHEREAS, Reginald Clark was 2019 NJCAA DII All Region X / Second Team; and

WHEREAS, the Town of Winterville proudly supports and honors the efforts and accomplishments of the tremendous student athletes and coaches of the Pitt Community College 2019 Men's Basketball Team for their successful season and publicly thank and proclaim this outstanding accomplishment.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 8th day of April, 2019.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk

PUBLIC HEARINGS:

Brookstone Subdivision, Phase 1 – CUD Amendment. - Planning Director Jones gave the request with the following presentation:

Town of WINTERVILLE
A slice of the good life!

Brookstone, Phase 1 – CUD Amendment

- Site Data:
 - Brookstone Subdivision, Phase 1
 - Located on the east side of Church Street Ext. north of its intersection with Reedy Branch Road
 - Current Zoning: R-15 CUD
 - Size: 22 Lots, 10.57 Acres



Town of WINTERVILLE
A slice of the good life!

Brookstone, Phase 1 – CUD Amendment

- Site Data:
 - Proposed Amendment:
 - DR Horton is requesting to amend/remove the following condition for the Conditional Use District for Brookstone Subdivision, Phase 1:
 - A minimum of twenty-five percent (25%) of the homes shall have brick veneer exteriors with the exception of gables, dormers, and other architectural features where non-veneer finishes may be preferable.
 - Replace With:
 - All homes shall have at least 25% stone or brick façade (front elevation).
 - The Town Council authorized the issuance of the Conditional Use Permit – Conditional Use Permit (CUD-01-010906) on January 9th, 2006.



- Site Data:
 - By the Numbers:
 - A minimum of twenty-five percent (25%) of the homes shall have brick veneer exteriors with the exception of gables, dormers, and other architectural features where non-veneer finishes may be preferable.
 - 25% of 33 lots = 9 Lots with brick homes are required currently
 - Currently 11 homes built; 3 of those are all brick
 - 6 of the remaining 22 lots would have all brick homes



- Notice was placed on property 3/6/19
- Notifications were mailed to adjoining property owners 3/25/19
- PH Notice was published in the Daily Reflector on 3/27/19 and 4/3/19





REZONING PROCESS:

- Planning and Zoning Board unanimously recommended approval to the Town Council at the March 18, 2019 meeting.
- Town Council is to hold a public hearing regarding this request on April 8, 2019 @ 7 pm.



Councilman Moye asked are the all the brick homes sold. Planning Director Jones said yes.

Mayor Jackson declared the public hearing open, asked if anyone would like to speak in favor of the request.

Zach Anderson with DR Horton gave the following presentation.

D·R·HORTON®
America's Builder

- Mike Money
- New Bern Operations Manager
- Been with DR Horton since 2/1/10
- Greensboro Native
- Prior Military.....Navy
- Kathy Young
- Sales Manager, BIC
- Been with DR Horton Since 1/4/2006
- Reside in the Raleigh since 1996
- Prior Military....ARMY



THE HORTON STORY

IN 1978, DONALD R. HORTON HAD A VISION

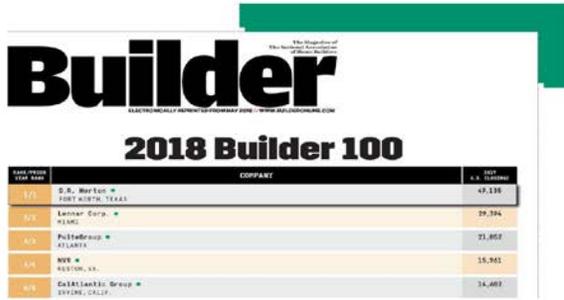
Of livable and affordable new homes built with unmatched efficiencies and uncompromising quality. Of family traditions passed on to new generations. Of a business that would grow by making customers' dreams a reality.

That philosophy of creating value every step of the way was the Company's signature focus when Horton unveiled his first neighborhood in the Dallas/Ft. Worth area over three decades ago. As the Company grew from a local homebuilder, to a regional homebuilder, to ultimately the largest homebuilder in the United States, that philosophy has never wavered.

Today, D.R. Horton continues to demonstrate its leadership in residential development through design innovation, superior craftsmanship, and responsiveness to the needs of its customers.

The simple vision that began over 35 years ago represents years of value and security when you choose America's Builder to make your dreams come true.

A portrait of Donald R. Horton, a man with glasses, wearing a dark suit, white shirt, and a red patterned tie, smiling.



#1 Builder Since 2002

Since 2002, D.R. Horton has been recognized as #1 on the Builder 100, an award given by Builder Magazine to recognize the nation's leading homebuilders based on annual closings. Download the announcement at the link below.

D. R. Horton Share

Organization



D. R. Horton, Inc. is a home construction company incorporated in Delaware and headquartered in Arlington, Texas. In 2017, the company was the largest home builder in the United States based on the number of homes closed. As of 2018, the co... +

[Official site](#)
[Wikipedia](#)
[Twitter](#)
[Facebook](#)
[LinkedIn](#)

Founded: 1978

Revenue: \$14.09 billion USD (2017)

Headquarters: Fort Worth, TX

CEO: David V. Auld (Since 2014)

Founder: Donald R. Horton

Subsidiaries: Forestar Group · DHI Mortgage · Terramor Homes · Wilson Parker Homes · Westport Homes, Inc. · Pacific Ridge Homes +

Data from: [Wikipedia](#) · [Freebase](#)

Text under [CC-BY-SA license](#)

[Suggest an edit](#)

The company operates in **78** markets in 28 states. D. R. Horton operates three separately branded divisions: Emerald Homes, Express Homes, and Freedom Homes. Express Homes is tailored to entry-level buyers while the Emerald Homes brand is sold as luxury real estate. Freedom Homes caters to the active adult community, aged 55 and over.

4 Brands in our Portfolio



D. R. HORTON • EXPRESS • EMERALD • FREEDOM

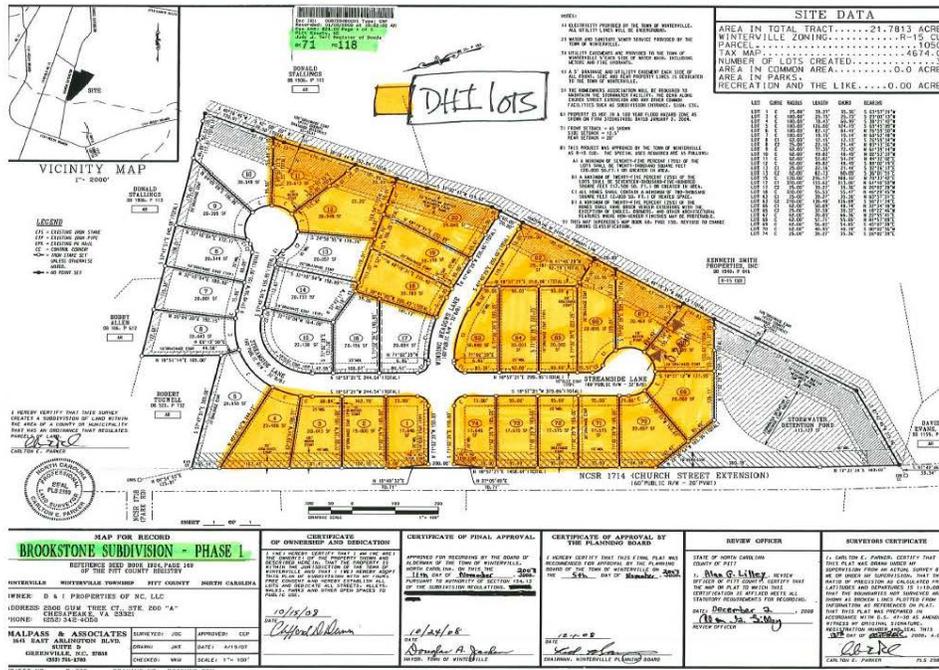
Current House in Brookstone Subdivision

- 33 total lots in the subdivision
- 22 lots left to be purchased
- 11 total currently built
- 3 finished houses are 4 sided brick per the current CUD
- 8 finished houses are currently vinyl
- 3 are for sale with pricing of 235,235,219
- Neighborhood original built in 2006
- Additional phase to be developed at some point



Pictures of Existing Homes





Brookstone Plan Line up

- Pinehurst – 2231 sqft
- Charleston – 2495 sqft
- Winston – 2546 sqft
- Columbia – 3142 sqft
- Biltmore – 2635 sqft
- Wilmington – 2800 sqft
- Georgetown – 3433 sqft
- Hatteras – 3994 sqft

Brookstone Elevations



Pinehurst 2231 sqft



Winston
2546



Wilmington
2800sqft



Columbia
3142



Hatteras
3994 sqft





Thank you for your part in the American Dream.

We began Main Street StarsSM to help everyday heroes become homeowners. Members of the military, law enforcement, firefighters, healthcare professionals, and educators can receive a \$1000 credit at at Central Carolina Divison DR. Horton, Express, and Freedom communities.

WE'RE GIVING
up to **\$1,000**
TOWARDS CLOSING COSTS
or
DESIGN CENTER CREDIT

Customer/Builder Relationship Meetings

- Weekly updates from Construction and Sales staff on progress of home.
- Preconstruction Meeting: discuss all items being installed in the home
- Predrywall Meeting: confirm all items installed as to the customers expectation prior to drywall being installed
- Preclosing Meeting: Walk the completed home and address an items that the customer and the builder feels unsatisfactory
- Rewalk Meeting: Walk prior to closing to confirm all items addressed.



Warranty



- 1 year Workmanship. Builder responsible for the 1 year
- 2 year extended warranty for items behind the walls
- 10 year structural on the home covered through the RWC
- 30 day walk through of the home after closing after the customer has moved in
- 11 month walk through to include paint touch up and drywall repairs
- Customer service line to address any items of safety or imminent danger to the structure during the 1 year workmanship warranty period

DHI Mortgage

Up to \$5000 to use towards closing cost

Guaranteed to receive keys at closing and not have to wait on funding

Instant communication between lender and builder

Loan officer on call 7 days a week

Competitive interest rates and options available.



Initial contract and loan information	
date of contract	1/31/2019
Prestart date	3/2/2019
Insert go date to go board	2/1/2019
Date of loan application	2/3/2019
Provide prequalification letter	2/7/2019
conditional approval	2/21/2019
final approval	3/2/2019
Design appointment and sign off	
Notify customer in phone/writing	2/7/2019
Design appointment	2/10/2019
Design Sign off	2/13/2019
Permit Information:	
Pull prestip information	2/1/2019
order plot plan based on PRE STIP	2/1/2019
order truss drawings	2/1/2019
Fill out lein permit	2/6/2019
Check request applied for	2/1/2019
Sent Package to city for approval	2/6/2019
Go date for contract	
Permit Back from Municipality	2/27/2019
purchasing the lot	2/23/2019
Grading permit	2/24/2019
clearing the lot	2/25/2019
1st po's to be released	2/23/2019
GO DATE (Release to construction)	3/2/2019

Thank
You!



At D.R. Horton we value your business & recognize our success depends on you.

To say “Thank You” isn’t enough.

D.R. Horton will reimburse 42% of the relocation referral fee on your next sale in any D.R. Horton Central Carolina Division community from October 1, 2018 through September 30, 2019*.

Just present this flyer at the time of contract or obtain a certificate from a D.R. Horton Sales Consultant to receive your reimbursement at closing.

Mayor Jackson asked what side is the garage on with a corner lot. Zach Anderson with DR Horton said either side, it is the owner’s choice.

Mayor Jackson asked if anyone would like to speak in opposition of the request.

Ken Wilson who lives in Brookstone spoke saying he was first to move in 1999. When he moved in, he had expectations when he signed the restricted covenants saying the HOA must approve changes. This change does not give residents a vote. Councilman Moore asked if residents would meet with the developer. Councilman Hines asked if he had met with the HOA president. Mr. Wilson said the developer owns a majority of the lots. Attorney Lassiter said the developer is still the majority stockholder. Councilman Hines asked what role the HOA plays. Mr. Wilson said a vote would require six present owners. Councilman Moye asked for a show of hands of owners in attendance. Town Manager Parker said the development stagnant for some time.

Councilwoman Roberson noted the HOA document is important. Town Manager Parker said the Town has no control over the HOA. Mayor Jackson asked for any further discussion or any more questions. Hearing none what is the Board’s pleasure.

Motion made by Councilman Moore and seconded by Councilman Moye to delay action for one month. Motion carried unanimously, 5-0.

PUBLIC COMMENT: Mayor Jackson read the Public Comment Policy.

1. Gary Whitehurst – Noise at Moose Lodge. He noted the noise at Moose Lodge is still occurring. On March 23rd and 30th, he understood that events had permits until 2 am and he thought the limit was 11 pm. If there is permit, there is noise. How often and how much does he have to put up.

- Wayne Edge – Moose Lodge representative. He explained the Moose Lodge, a fraternal organization and described the many activities use the lodge. Moose members are at every event to help control noise. The Moose Lodge is here to help the community. Trying to keep the piece, follow the ordinance and still use the facility.

Police Chief Willhite noted they would emphasize the situation, police presence recently at an event. He noted the ordinance is outdated in terms of tangible terms, permitting section states decibel levels, and do not have equipment to determine levels. Other areas do not issue multiple permits for same location. Working on revision to ordinance. Ambient noise is an issue. He recommended an opportunity to bring a revision to Council.

Councilman Hines said some houses are duplexes and asked can a neighbor complain. Town Manager Parker said technology advanced and enforcement difficult. Councilman Hines asked if the Moose Lodge has looked at soundproofing. Mr. Edge said they are looking at different ways to help the situation. Councilman Hines noted this is a metal building and it does not hold noise inside. Councilman Moye if there are any permit requests in the next month. Mr. Edge said he is not about the schedule; however, they have a BBQ soon starting at 4:30 am. Police Chief Willhite noted that town rentals do not allow amplified sound. Town Manager Parker noted that events would change at venues. Police Chief Willhite said there are others in neighborhood that feel the same. Mayor Jackson asked to add vehicle noise in changes. Town Manager Parker said it is difficult to measure vehicles of all type of noise. Mayor Jackson old statue prohibited vehicle noise. Councilwoman Roberson noted concern of early loud noise. Mr. Whitehurst said that at one event the patrons did ask if noise is loud and they try. Councilman Hines noted the noise across from SCHS; maybe we can get along. Town Manager Parker asked for a collaborative effort, make improvements, presently challenging. Police Chief Willhite will prepare amendments to the ordinance and issue no permits until such time the Council takes action on the ordinance.

CONSENT AGENDA:

Items included in the Consent Agenda. Councilman Moore asked to remove Items 3, 4, and 6 from the consent agenda.

- Council Meeting Minutes - Approval of the following:
 - ✓ February 11, 2019 Regular Meeting;
 - ✓ February 19, 2019 Electric Rate Workshop Meeting; and
 - ✓ March 11, 2019 Regular Meeting.
- Ange Plaza, Lot 22 Annexation – Set Public Hearing for May 13, 2019.
- Budget Amendment 2018-2019-4.

Motion made by Councilman Moore and seconded by Councilman Hines to approve the amended consent agenda. The motion carried unanimously, 5-0.

- Appropriation of Budgeted Salary Revenue to Capital Outlay and Contracted Services Purchases – Police Department.

Police Chief Willhite discussed consent agenda item #3. He explained the process and Town Manager Parker clarified the timeline. Police Chief Willhite noted the three vacant positions and using these funds to reallocate to vehicles, cameras, and Tasers. Town Manager Parker said fleet would replace three vehicles, body camera contract, and Tasers bought together with warranty. Councilman Moye asked if we had the positions. Police Chief Willhite said we had hired a trainee, with a contractual agreement and two positions vacant.

Motion made by Councilman Moore and seconded by Councilman Hines to approve the contracted purchases for the Police Department. The motion carried unanimously, 5-0.

4. Sale of Surplus 1994 E-One Fire Engine to Johnston Community College.

Fire Chief Moore discussed consent agenda item #4. He noted the equipment was not suitable for front line use. Councilman Moore asked did we contact other departments during the process. Attorney Lassiter noted that it was not required. Town Manager Parker said that in its current condition, it is not suitable for front line use. Fire Chief Moore said there are available units in better condition for less cost. Councilman Moore wished we could we offer to others in area. Town Manager Parker said the truck has problems. Councilman Moore said he had concern we had not offered the truck to others.

Resolution No. 19-R-043

**Resolution Approving Conveyance of Property to
Another Unit of Government in North Carolina**

Pursuant to N.C.G.S. 160A-274

WHEREAS, the Town of Winterville owns a 1994 E-One Fire Engine; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the Town of Winterville has determined that it is in the best interest of the Town to convey the 1994 E-One Fire Engine, VIN # 1HTSDADR5SH635377 to Johnston Community College, and deems it wise to do so for \$25,000.

THEREFORE, The Winterville Town Council resolves that:

The Town of Winterville hereby conveys to Johnston Community College the following property: 1994 E-One Fire Engine, VIN # 1HTSDADR5SH635377 to Johnston Community College.

The property herein described shall be conveyed for \$25,000.

The Mayor of the Town of Winterville is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

Approved this 8th day of April 2019.

By: _____
Douglas A. Jackson, Mayor

By: _____
Donald Harvey, Town Clerk

SEAL

Motion made by Councilman Hines and seconded by Councilwoman Roberson to approve conveyance of the surplus 1994 E-One Fire Engine to Johnston Community College for \$25,000. The motion carried 4-1, Councilman Moore opposed.

6. Set a Special Called Meeting to Conduct Town Manager's Performance Review.

Mayor Jackson discussed consent agenda item #6. Town Manager Parker gave four dates. After discussion of dates, schedules, and the calendar, Council chose Monday, May 6 at 6 pm.

NEW BUSINESS:

1. Sanitary Sewer Rehabilitation – Amendment to Engineering Contract with Rivers & Associates. Assistant Town Manager Williams discussed the amendment to engineering contract with Rivers and Associates for the sanitary sewer rehabilitation.

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated October 11, 2018.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: April 8, 2019.

Background Data

Effective Date of Owner-Engineer Agreement: October 11, 2018

Owner: Town of Winterville

Engineer: Rivers & Associates, Inc.

Project: 2019 Sanitary Sewer System Rehabilitation

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Amend the Contract to include Design Phase Services, Bidding and Negotiation Phase, Construction Administration, Construction Observation Phase, Grant/ Loan Administration and Topographic Surveying Services.

Agreement Summary:

Original agreement amount:	\$ <u>70,000.00</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>347,500.00</u>
Adjusted Agreement amount:	\$ <u>417,500.00</u>

Change in time for services (days or date, as applicable): 21 Months

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Refer to Attachment 1 for modifications to specific Exhibits in the Contract of October 11, 2018.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
Town of Winterville	Rivers & Associates, Inc.
By: _____	By: <u>Gregory J. Churchill</u>
Print name: _____	Print name: <u>Gregory J. Churchill, P.E.</u>
Title: _____	Title: <u>President</u>
Date Signed: _____	Date Signed: <u>3-25-19</u>

Motion made by Mayor Pro Tem Smith and seconded by Councilman Hines to approve the Amendment to the Engineering Contract with Rivers & Associates. The motion carried unanimously, 5-0.

2. Pump Station Rehab – Authorization to Submit SRF Grant Application.

Assistant Town Manager Williams discussed the submission of the SRF grant application for pump station rehabilitation.

Resolution No. 19-R-041

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of rehabilitation and construction of wastewater collection systems, and
- WHEREAS, The Town of Winterville has need for and intends to construct improvements to the existing wastewater collection system described as Pump Stations Rehabilitation 2020, and
- WHEREAS, The Town of Winterville intends to request state loan and grant assistance for the project,

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

That the Town of Winterville, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan/grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Winterville to make scheduled repayment of the loan, to withhold from the Town of Winterville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Terri Parker, Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan/grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 8th day of April, 2019 at Winterville, North Carolina.

(Signature of Chief Executive Officer)

Mayor
(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and Town Clerk of the Town of Winterville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Winterville Town Council duly held on the 8th day of April, 2019; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2019.

(Signature of Recording Officer)

Town Clerk

(Title of Recording Officer)



Motion made by Councilman Hines and seconded by Councilman Moore to authorize the submission of the SRF Grant Application. The motion carried unanimously, 5-0.

3. 2019 Street Improvements Project Engineering Contract - Approval of Contract.

Public Works Director Welborn discussed the engineering contract with Ark Consulting Group for 2019 street improvements and work on street improvements, small sections of streets, and use of Powell bill funds.



March 26, 2019

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

Subject: Engagement for Engineering Services
Town of Winterville
2019 Street Improvements
Town of Winterville, Pitt County, North Carolina

Dear Mr. Welborn:

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

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

Project Understanding. It is our understanding that the Town of Winterville will from time to time require consulting services regarding such items as (but not limited to) feasibility studies, site design and permitting, stormwater design and permitting, utility design and permitting and roadway design and permitting. Initially, the Town of Winterville has requested that Ark Consulting Group assist in preparing construction plans and specifications for street improvements along six (6) Town streets. The locations are as follows: Cedar Ridge Drive adjacent to the Town's Pump Station in Cedar Ridge; Stillwater Drive at its intersection with Blackhorse Lane in Cedar Ridge; Jessica Drive between its intersection with Kinsey Loop and 2925 Jessica Drive in Carroll Crossing; Preston Trails Drive at its intersection with Winder Drive in Preston Trails; Railroad Street just south of WH Robinson Elementary School; and Dare Court in Manchester Subdivision. As such, Ark Consulting Group proposes the following scope of services.

Scope of Services

Task 1 – Construction Plans & Technical Specifications:

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

PHONE

WEB

2755-B Charles Blvd. | Greenville, NC 27858

252-558-0888

www.arkconsultinggroup.com

- d) Construction Drawings are anticipated to be prepared at 11"x17" format and will be included in project manual with technical specifications and front end documents. Plans for street repairs will be prepared using available aerial photography and tax map information.
- e) Street and storm drainage improvements to conform to Town of Winterville standards.

Task 2 – Bidding and Negotiations:

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

Task 3 – Construction Administration Phase:

- a) Attend Preconstruction Conference and prepare written minutes for distribution to Owner and Contractor.
- b) Provide periodic inspection of the street and storm drainage improvements (estimated at 6 site visits).
- c) Review Shop Drawing submittals.
- d) Review Contractor Pay Requests (estimated at 1 pay request).
- e) Attend the final inspections for the project (1 pre-final inspection with the Contractor and 1 final inspection with the Owner and Contractor).

Additional Services

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

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

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

Fee and Schedule: Our fees are based primarily on the hourly rate for each engineer and technical staff devoting time to your project. Fees will be billed according to the attached rate schedule, which is subject to annual adjustment in December of each year. As to these tasks, direct reimbursable expenses will be billed at cost plus 15%. The fee estimates for Tasks 1 through 4 of the Base Scope are provided below. Ark Consulting Group will not exceed this fee estimate without written authorization from the Client.

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

Basic Scope Fee

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

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

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

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

_____ Please email all invoices to _____

_____ Please copy _____

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

Respectfully submitted,
Ark Consulting Group, PLLC

Bryan C. Fagundus, P.E.
Principal

ACCEPTED BY:

Town of Winterville

Ark Consulting Group, PLLC

By _____

By _____

Printed Name _____

Printed Name Bryan C. Fagundus, PE

Title _____

Title Principal

Date _____

Date March 26, 2019

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

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve the 2019 Street Improvements Project Engineering Contract with Ark Consulting Group. The motion carried unanimously, 5-0.

4. 2019 NCLM Business Meeting - Elect Voting and Alternate Voting Delegates.

Town Manager Parker explained the need for council to nominate a voting delegate and voting alternate delegate for the 2019 NCLM CityVision.

Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to nominate, Councilwoman Roberson as voting delegate and Councilman Moyer as alternate voting delegate at the 2019 NCLM CityVision. The motion carried unanimously, 5-0.

5. General Records Retention and Disposition - Resolution.

Town Manager Parker and Town Clerk Harvey explained the new North Carolina Local Government General Records Retention and Disposition schedule updates of March 2019 prepared by the Department of Natural and Cultural Resources.

Motion made by Councilman Moore and seconded by Councilman Hines to approve the General Records Retention and Disposition Resolution. The motion carried unanimously, 5-0.

OTHER AGENDA ITEMS:

1. Electric Rates. (Councilman Moore).

Councilman Moore noted it had been over a year and asked about electric rates and demand charges. Electric Director Sutton said depends on usage and demand based on peak. Councilman Moore noted a situation that usage and demand were almost the same. Electric Director Sutton said demand based on short, small windows. Town Manager Parker offered agenda workshop information at budget meeting on April 29th budget meeting.

Motion made by Councilman Hines to table discussion until April 29th meeting. The motion died for lack of a second.

Councilwoman Roberson asked could we see numbers. Town Manager Parker said upper range is all we can afford in the revenue stream. Councilwoman Roberson asked to give us guidelines. Town Manager Parker said 3% - 4% would hold the coal ash cost.

Motion made by Councilman Hines and seconded by Councilman Moyer for a 4% reduction of electric rate, effective July 1, 2019, one time reduction, and revert after one year.

Mayor Pro Tem Smith said we charged the electric department with projects of growth with rates stable for 8 years. Finance Director Bowers since 2009 we have not raised rates. Town Manager Parker and Electric Director Sutton said 3.75% coal ash rate increases. Councilman Moore said we had a 35% percent reduction the first year he was on the board, need nothing less than a 10% reduction. Town Manager Parker said one year could come from fund balance. There are estimates of \$1 million for the Old Tar Road widening and \$4-5 million for the territory expansion. Mayor Pro Tem Smith said a 4% reduction would result in an increase in 3-4 years. Councilman Moore noted prices are changing. Electric Director Sutton said gas prices are leveling, some locations use coal ash riders. Councilman Moore asked what other towns have. Town Manager Parker presented what our town needs. Assistant Town Manager Williams we are different from a Duke, there capacity charges and other contracts are different from us. They do not have the services we have. We must look at what we got. Councilman Moyer wanted clarification of the motion. Finance Director Bowers said \$250,000 per year in upper range of reduction

Attorney Lassiter noted Councilman Moye withdrew his second to the motion. The motion died for lack a second.

Motion made by Councilman Moye for a 4% reduction in electric rates, effective July 1, 2019. The motion died for lack of a second.

Councilwoman Roberson and Councilman Moore working for the citizen to get a reduction. Some reduction is better than no reduction.

Motion made by Councilwoman Roberson and seconded by Councilman Moore to investigate a 5% reduction in electric rates. The motion carried 3-2, Mayor Pro Tem Smith and Councilman Hines opposed.

2. Need for Lights for AG Cox Baseball Field. (Councilman Moore).

Councilman Moore said the need to find funds for AG Cox Baseball Field lights. Parks and Recreation Director Johnston noted prioritization of projects. Assistant Town Manager Williams said estimates are \$200,000 price tag to contract. Mayor Pro Tem Smith said cost could split with town, school system, and community schools. Assistant Town Manager Williams noted in-kind contributions could help price, and professional skills needed for multipurpose use of field conflicts that arise. Councilman Moore said in 1976 the lights came down. Parks and Recreation Director Johnston presented a light diagram, noting use conflicts, with turnkey cost of \$180,000-\$200,000. Councilman Moore said we spent on playground equipment, with school system support this could be done. Electric Director Sutton noted Town is limited on work we can do with our equipment. Councilman Moore said 12 people bought the original; this can happen with work hard and conversation. Assistant Town Manager Williams said multiple parties could help; however, other projects have a priority. Mayor Pro Tem Smith said cost minimized with a three way split for each one. Councilman Moye asked who pays for usage. Parks and Recreation Director Johnston said for softball, we pay for usage. Councilman Moye asked if baseball would be the same. Parks and Recreation Director Johnston said the best would be the Town pay; charges for the school would be high.

3. Grass cutting for vacant lots. (Councilman Moore).

Councilman Moore asked about the grass cutting. Town Manager Parker said code enforcement determines higher than 8 inches. Assistant Town Manager Williams said code enforcement would notify, and abatement contractor mows.

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

Motion made by Councilman and seconded by Councilman to approve the item. The motion carried unanimously, 5-0. The motion carried 3-2, Councilman and Councilman opposed.

4. Speed limit signs: Church Street from Main Street to Cooper Street; Academy Street from Main Street to North Street; and Ange Street from Main Street to Cooper Street. (Councilman Moore).

Councilman Moore asked about speed limit signs. Public Works Director noted there are missing signs. Councilman Moore said there are no signs posted on some streets. Councilman Moore said also, there are holes in the roads. Public Works Director said signs have not been updated on town streets, agreed some are not posted. Councilman Moore said his point is there are no signs. Town Manager Parker said

we could improve. Councilman Hines asked about the speed on Worthington Road. Public Works Director said DOT intends to leave the same, not enough to change. Town Manager Parker we have not formally ask DOT, Council action would be the best. Councilman Hines asked status of turn lane at school. Public Works Director Welborn said DOT working on ordinances; he will look at all streets for sign needs, and will look into ordinance needs.

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

None.

REPORTS FROM DEPARTMENT HEADS:

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

Electric Director Sutton updated Old Tar Road status, DOT discussions are proceeding and other activities are moving forward.

Parks and Rec Director Johnston updated status of Greenway Plan for next meeting. He explained the need for a ball field drag, funds are available due to vacant position.

Mayor Pro Tem Smith, Councilman Moore motion, new drag, unanimous

Motion made by Mayor Pro Tem Smith and seconded by Councilman Moore to approve the purchase of the ball field drag as presented. The motion carried unanimously, 5-0.

ANNOUNCEMENTS:

1. Planning and Zoning Board Meeting – Monday, April 15, 2019 – 7:00 pm - Town Hall Assembly Room.
2. Board of Adjustment Meeting – Tuesday, April 16, 2019 – 7:00 pm - Town Hall Assembly Room.
3. Town Office closed on Friday, April 19, 2019 for Holiday.
4. Town Council Budget Progress Meeting – Monday, April 29, 2019 – 5:30 pm – Town Hall Executive Conference Room.
5. Market on the Square – starts Thursday, May 2, 2019 – 4:00 pm – 8:00 pm, Touch-A-Truck.
6. CityVision 2019 NCLM Annual Meeting – Tuesday, May 14, 2019 through Thursday, May 16, 2019 – Hickory, NC.

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

No Reports

Motion made by Councilman Hines and seconded by Councilman Moore to adjourn into Closed Session. Motion carried unanimously, 5-0. Meeting moved to closed session at 9:37 pm.

CLOSED SESSION: NCGS § 143-318.11. (a)(3) and (a)(5):

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

Motion made by Councilman Hines and seconded by Councilwoman Roberson to adjourn Closed Session. Motion carried unanimously, 5-0.

Motion made by Councilman Moyer and seconded by Councilman Hines to return to open session. Motion carried unanimously, 5-0.

Motion made by Councilman Hines and seconded by Mayor Pro Tem Smith to authorize the Mayor to sign the contract to buy the property at 244 Main Street and to approve the purchase of the property pursuant to the terms of the agreement. Motion carried unanimously, 5-0.

Motion made by Councilman Moore and seconded by Councilman Hines to decline the request from Christ Covenant School. Motion carried unanimously, 5-0.

ADJOURN: Motion made by Councilman Hines and seconded by Councilman Moyer to adjourn regular meeting. Motion carried unanimously, 5-0. Meeting adjourned at 10:11 pm.

Adopted this the 13th day of May, 2019.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 13, 2019

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: August Regular Council Meeting date.

Action Requested: Set new meeting date due to a Conflict with the 2019 ElectriCities Annual Conference.

Attachment: Draft Conference Agenda.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2019

ABSTRACT ROUTING:

TC: 5/1/2019

FD:

TM: 5/7/2019

Final: 5/7/2019

Supporting Documentation

The 2019 ElectriCities Annual Conference is scheduled from Monday, August 12 through Wednesday, August 14. (See attached Draft Agenda). Monday, August 12th conflicts with the August Regular Council Meeting. Staff recommends that the August meeting be held on Monday, August 19, 2019.

Budgetary Impact: N/A.

Recommendation: Approve Monday, August 19, 2019 for August Regular Council Meeting date.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: May 13, 2019

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Brookstone, Phase 1 – CUD Amendment.

Action Requested: Council Direction on Tabled Request.

Attachments: Application, Map, Original Conditional Use Permit, Labels of Adjacent Property Owners.

Prepared By: Bryan Jones, Planning Director

Date: 4/25/2019

ABSTRACT ROUTING:

TC 5/1/2019

FD

TM 5/7/2019

Final 5/7/2019

Supporting Documentation

DR Horton is requesting to amend the following condition for the Conditional Use District for Brookstone Subdivision, Phase 1:

- A minimum of twenty-five percent (25%) of the homes shall have brick veneer exteriors with the exception of gables, dormers, and other architectural features where non-veneer finishes may be preferable.

The following condition would replace the above condition:

- All homes shall have at least 25% stone or brick façade (front elevation).

Process:

- The Town Council authorized the issuance of the Conditional Use Permit on January 9th, 2006.
- Planning & Zoning Board unanimously recommended approval (3/18/19).
- Town Council held Public Hearing on the Request (4/8/19). (Council requested that the developer and property owners within subdivision meet to resolve questions before a decision is made).
- Town Council to consider request (5/13/19).
- PH Notice published in the Daily Reflector on 3/27/19 and 4/3/19.

Budgetary Impact: TBD.

Recommendation: Council Direction on Request.



**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: Zach Anderson - D.R. Horton, Inc.

Address: 2000 Aerial Center Pky, Ste 110, Morrisville NC 27560

Phone #: 919-414-3251

Owner: D&I Properties of NC LLC

Address: 1338 Fox Hollow Dr, Ayden NC 28513

Phone #: 757-477-7000

PROPERTY INFORMATION

Parcel #: See Attached Area (square feet or acres): 10.57 ac

Current Land Use: Vacant Residential Developed Lots

Location of Property: Streamside Lane, Winterville, NC

ZONING REQUEST

Existing Zoning: R-15 CUD Requested Zoning: R-15 CUD

Reason for zoning change: DR Horton is requesting to amend the Conditional Use District Zoning Condition to remove the requirement that 25% of homes be full-brick homes, and change to a condition more consistent with current market demand and cost considerations. DR Horton wishes to change the condition to all homes required to have at least 25% stone or brick on front facade.

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, Zach Anderson - D.R. Horton, Inc., being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for 03 / 18 / 2019.

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 for resubmission at the next regular review cycle.

[Signature] _____ 1 March 2019
Signature Date

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

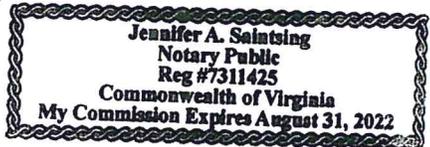
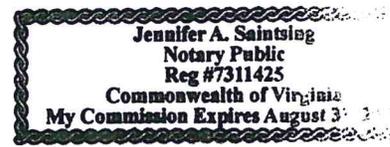
I, Robert A. Widener, being the Owner of the property described herein, do hereby authorize Zach Anderson as agent for the purpose of this application.

[Signature] _____ 3-4-19
Signature Date

Sworn to and subscribed before me, this 4th day of March, 2019.

[Signature]
Notary Public

My Commission Expires:
8/31/2022



Staff Use Only

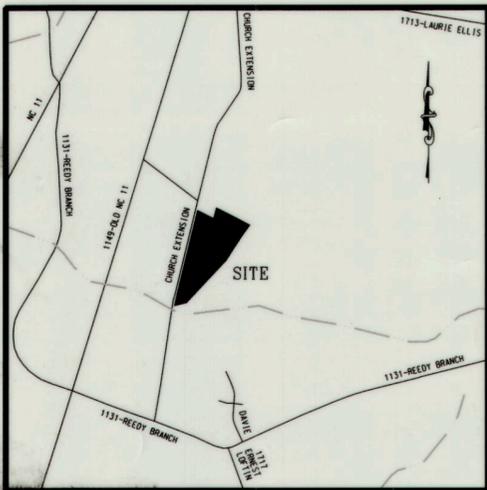
Appl. #: _____ Fee Amount _____ Date Paid _____

Planning Board Recommendation: APPROVED Meeting Date: _____
DENIED

Conditions/Comments: _____

Board of Aldermen Decision: APPROVED Meeting Date: _____
DENIED

Conditions/Comments: _____



VICINITY MAP
1" = 2000'

LEGEND

- EIS = EXISTING IRON STAKE
- EIP = EXISTING IRON PIPE
- EPK = EXISTING PK NAIL
- CC = CONTROL CORNER
- = IRON STAKE SET UNLESS OTHERWISE NOTED.
- = NO POINT SET

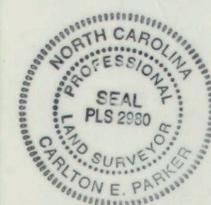
DONALD STALLINGS
DB 1906, P 113
AR

BOBBY ALLEN
DB 186, P 612
AR

ROBERT TUGWELL
DB 523, P 732
AR

I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

Carlton E. Parker
CARLTON E. PARKER



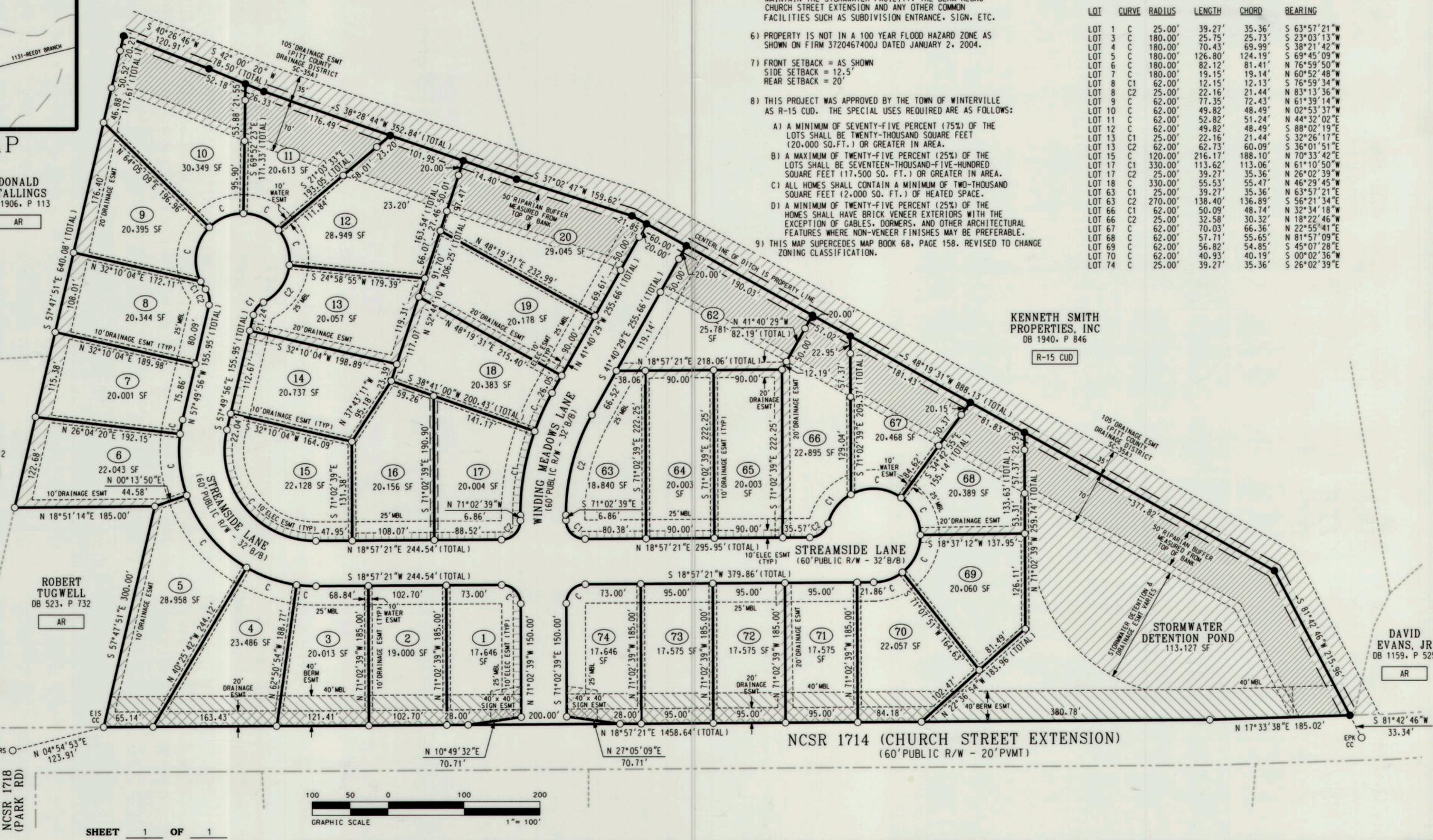
NCSR 1718 (PARK RD)
S 57°47'51"E 300.00'
N 04°54'53"E 123.91'

SHEET 1 OF 1

Doc ID: 006729480001 Type: CRP
Recorded: 01/08/2009 at 10:52:02 AM
Fee Amt: \$21.00 Page 1 of 1
Pitt County, NC
Judy J. Tart Register of Deeds
BK 71 PG 118

COPY

DONALD STALLINGS
DB 1906, P 113
AR



NOTES:

- 1) ELECTRICITY PROVIDED BY THE TOWN OF WINTERVILLE. ALL UTILITY LINES WILL BE UNDERGROUND.
- 2) WATER AND SANITARY SEWER SERVICE PROVIDED BY THE TOWN OF WINTERVILLE.
- 3) UTILITY EASEMENTS ARE PROVIDED TO THE TOWN OF WINTERVILLE 5' EACH SIDE OF WATER MAIN, INCLUDING METERS AND FIRE HYDRANTS.
- 4) A 5' DRAINAGE AND UTILITY EASEMENT EACH SIDE OF ALL FRONT, SIDE AND REAR PROPERTY LINES IS DEDICATED TO THE TOWN OF WINTERVILLE.
- 5) THE HOMEOWNERS ASSOCIATION WILL BE REQUIRED TO MAINTAIN THE STORMWATER FACILITY, THE BERM ALONG CHURCH STREET EXTENSION AND ANY OTHER COMMON FACILITIES SUCH AS SUBDIVISION ENTRANCE, SIGN, ETC.
- 6) PROPERTY IS NOT IN A 100 YEAR FLOOD HAZARD ZONE AS SHOWN ON FIRM 3720467400J DATED JANUARY 2, 2004.
- 7) FRONT SETBACK = AS SHOWN
SIDE SETBACK = 12.5'
REAR SETBACK = 20'
- 8) THIS PROJECT WAS APPROVED BY THE TOWN OF WINTERVILLE AS R-15 CUD. THE SPECIAL USES REQUIRED ARE AS FOLLOWS:
 - A) A MINIMUM OF SEVENTY-FIVE PERCENT (75%) OF THE LOTS SHALL BE TWENTY-THOUSAND SQUARE FEET (20,000 SQ. FT.) OR GREATER IN AREA.
 - B) A MAXIMUM OF TWENTY-FIVE PERCENT (25%) OF THE LOTS SHALL BE SEVENTEEN-THOUSAND-FIVE-HUNDRED SQUARE FEET (17,500 SQ. FT.) OR GREATER IN AREA.
 - C) ALL HOMES SHALL CONTAIN A MINIMUM OF TWO-THOUSAND SQUARE FEET (2,000 SQ. FT.) OF HEATED SPACE.
 - D) A MINIMUM OF TWENTY-FIVE PERCENT (25%) OF THE HOMES SHALL HAVE BRICK VENEER EXTERIORS WITH THE EXCEPTION OF GABLES, DORMERS, AND OTHER ARCHITECTURAL FEATURES WHERE NON-VENEER FINISHES MAY BE PREFERABLE.
- 9) THIS MAP SUPERCEDES MAP BOOK 68, PAGE 158, REVISED TO CHANGE ZONING CLASSIFICATION.

KENNETH SMITH PROPERTIES, INC
DB 1940, P 846
R-15 CUD

DAVID EVANS, JR
DB 1159, P 525
AR

SITE DATA

AREA IN TOTAL TRACT.....21.7813 ACRES
WINTERVILLE ZONING.....R-15 CUD
PARCEL.....10508
TAX MAP.....4674.00
NUMBER OF LOTS CREATED.....33
AREA IN COMMON AREA.....0.0 ACRES
AREA IN PARKS,
RECREATION AND THE LIKE.....0.00 ACRES

LOT	CURVE	RADIUS	LENGTH	CHORD	BEARING
LOT 1	C	25.00'	39.27'	35.36'	S 63°57'21"W
LOT 3	C	180.00'	25.75'	25.73'	S 23°03'13"W
LOT 4	C	180.00'	70.43'	69.99'	S 38°21'42"W
LOT 5	C	180.00'	126.80'	124.19'	S 69°45'09"W
LOT 6	C	180.00'	82.12'	81.41'	N 76°59'50"W
LOT 7	C	180.00'	19.15'	19.14'	N 60°52'48"W
LOT 8	C1	62.00'	12.15'	12.13'	S 76°59'34"W
LOT 8	C2	25.00'	22.16'	21.44'	N 83°13'36"W
LOT 9	C	62.00'	77.35'	72.43'	N 61°39'14"W
LOT 10	C	62.00'	49.82'	48.49'	N 02°53'37"W
LOT 11	C	62.00'	52.82'	51.24'	N 44°32'02"E
LOT 12	C	62.00'	48.92'	48.49'	S 88°02'19"E
LOT 13	C1	25.00'	22.16'	21.44'	S 32°26'17"E
LOT 13	C2	62.00'	62.73'	60.09'	S 36°01'51"E
LOT 15	C	120.00'	216.17'	188.10'	N 70°33'42"E
LOT 17	C1	330.00'	113.62'	113.06'	N 61°10'50"W
LOT 17	C2	25.00'	39.27'	35.36'	N 26°02'39"W
LOT 18	C	330.00'	55.53'	55.47'	N 46°29'45"W
LOT 63	C1	25.00'	39.27'	35.36'	N 63°57'21"E
LOT 63	C2	270.00'	138.40'	136.89'	S 56°21'34"E
LOT 66	C1	62.00'	50.09'	48.74'	N 32°34'18"W
LOT 66	C2	25.00'	32.58'	30.32'	N 18°22'46"W
LOT 67	C	62.00'	70.03'	66.36'	N 22°55'41"E
LOT 68	C	62.00'	57.71'	55.65'	N 81°57'09"E
LOT 69	C	62.00'	56.82'	54.85'	S 45°07'28"E
LOT 70	C	62.00'	40.93'	40.19'	S 00°02'36"W
LOT 74	C	25.00'	39.27'	35.36'	S 26°02'39"E

MAP FOR RECORD
BROOKSTONE SUBDIVISION - PHASE 1
REFERENCE DEED BOOK 1924, PAGE 149
OF THE PITT COUNTY REGISTRY

WINTERVILLE WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: D & I PROPERTIES OF NC, LLC
ADDRESS: 2500 GUM TREE CT., STE. 200 "A"
CHESAPEAKE, VA 23321
PHONE: (252) 342-4050

MALPASS & ASSOCIATES
1645 EAST ARLINGTON BLVD.
SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780

SURVEYED: JDG APPROVED: CEP
DRAWN: JHT DATE: 4/19/07
CHECKED: WKM SCALE: 1" = 100'

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREIN. THAT THE PROPERTY IS WITHIN THE JURISDICTION OF THE TOWN OF WINTERVILLE AND THAT I (WE) HEREBY ACCEPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND HEREBY ESTABLISH ALL LOTS AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC USE.

10/15/08
DATE
Clifford D. Lunn

CERTIFICATE OF FINAL APPROVAL

APPROVED FOR RECORDING BY THE BOARD OF ALDERMAN OF THE TOWN OF WINTERVILLE, NORTH CAROLINA, ON THIS THE 11th DAY OF November, 2007.

10/24/08
DATE
Douglas A. Jacher
MAYOR, TOWN OF WINTERVILLE

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

I HEREBY CERTIFY THAT THIS FINAL PLAT WAS RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD OF THE TOWN OF WINTERVILLE ON THE 5th DAY OF November, 2008.

12-1-08
DATE
Karl W. ...
CHAIRMAN, WINTERVILLE PLANNING BOARD

REVIEW OFFICER

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

DATE: December 2, 2008
Alan G. Lilley
REVIEW OFFICER

SURVEYORS CERTIFICATE

I, CARLTON E. PARKER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION. THAT THE RATIO OF PRECISION AS CALCULATED FROM LATITUDES AND DEPARTURES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION AS REFERENCED ON PLAT. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 13th DAY OF October, 2008, A.D.

Carlton E. Parker
CARLTON E. PARKER PLS 2980

**Town of Winterville
Conditional Use District
Conditional Use Permit CUD-01-0106106**

This permit is issued under the terms of Article XIII, Section 13.7 and all other applicable provisions of the Zoning Ordinance of the Town of Winterville.

This Permit was authorized by Ordinance No. 06-O-206 adopted by the Winterville Board of Aldermen on January 9, 2006.

Applicant: Kenneth Smith Properties, Inc.

Zoning Classification: R-15 Conditional Use District

Property Description:

KENNETH SMITH PROPERTIES, INC. PROPERTY

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

Beginning at a point in the eastern right of way of NCSR 1714 (Church Street Extension) said point being located S 04-54-53 W - 123.91' from the centerline intersection of NCSR 1718 (Park Road) and NCSR 1714 and being further described as the southwest corner of the Susan Tugwell property as recorded in deed book 523, page 732 of the Pitt County Registry, thence from said point of beginning leaving the eastern right of way of NCSR 1714 with the southern line of the Susan Tugwell property S 57-47-51 E - 300.00', thence with the eastern line of the Susan Tugwell property N 18-51-14 E - 185.00' to the southern line of the Bobby H. Allen property as recorded in deed book 186, page 612, thence with the southern line of the Bobby H. Allen property and continuing with the southern line of the Roy Mills property as recorded in deed book M 37, page 440, S 57-47-51 E - 640.08', thence S 40-26-46 W - 120.91', thence S 42-00-20 W - 78.50', thence S 38-28-44 W - 352.84' to the northern line of the Kenneth Smith Properties, Inc. property as recorded in deed book 1940, page 846, thence with the northern line of the Kenneth Smith Properties, Inc. property S 67-37-12 E 36.20', thence S 87-34-33 E - 511.95' to an existing concrete monument, thence S 26-47-13 E - 1300.35' to the centerline of a ditch, thence leaving the southern line of the Roy Mills property with the centerline of the ditch N 81-35-04 W - 113.46', thence N 69-52-19 W - 139.46', thence N 67-09-46 W - 292.02', thence N 65-09-13 W - 120.22', thence N 59-30-20 W - 111.63', thence N 71-30-23 W - 231.76', thence S 80-31-11 W - 221.53', thence S 84-40-30 W - 146.80', thence N 86-40-36 W - 146.54', thence S 85-57-00 W - 594.71', thence N 54-13-26 W - 161.68' to the eastern right of way of NCSR 1714, thence with the eastern right of way of NCSR 1714 N 17-33-38 E - 209.43', thence N 18-57-21 E - 1458.64' to the point of beginning containing 48.8338 acres.

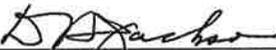
The USES authorized under this permit are as follows:

Single-Family Residential Subdivision - The Permitted Uses and Conditional Uses of the R-15 District listed in the Table of Permitted and Conditional Uses, Article VI, Section 6.4 of the Zoning Ordinance except where such uses would be in conflict with the conditions to which this permit is subject, as listed below.

The CONDITIONS to which this permit is subject are as follows:

1. A minimum of seventy-five percent (75%) of the lots shall be twenty-thousand square feet (20,000 sq. ft.) or greater in area;
2. A maximum of twenty-five percent (25%) of the lots shall be seventeen-thousand-five-hundred square feet (17,500 sq. ft.) or greater in area;
3. All homes shall contain a minimum of two-thousand square feet (2,000 sq. ft.) of heated space;
4. A minimum of twenty-five percent (25%) of the homes shall have brick veneer exteriors with the exception of gables, dormers, and other architectural features where non-veneer finishes may be preferable.

Issued the 9th day of January, 2006.



D. A. Jackson, Mayor

ATTEST:



Tangi Williams, Town Clerk

Permit No. CUD-01-010906

D&I Properties of NC LLC
1338 Fox Hollow Drive
Ayden, NC 28513

Jami L Moss
James L Best
3124 Streamside Ln
Winterville, NC 28590

Odis W Joyner
Lottie N Joyner
3118 Streamside Ln
Winterville, NC 28590

Michael Louis Nenni, Sr.
223 Durango Rod, Unit 6D
Destin, FL 32541

Kenneth W Wilson
Julie D Wilson
3106 Streamside Ln
Winterville, NC 28590

Jonathan Ambrose
3109 Streamside Ln
Winterville, NC 28590

Vanessa Shackleford Daniels
Jarvis M Daniels
3117 Streamside Ln
Winterville, NC 28590

Donald R King
Sheila K King
3131 Streamside Ln
Winterville, NC 28590

Michael Reilly
Shirley Reilly
3151 Streamside Ln
Winterville, NC 28590

William Johnson
Tracy Johnson
3159 Streamside Ln
Winterville, NC 28590

Kenneth Smith Properties, INC
1588 NC 102 E
Ayden, NC 28513

BROOKSTONE COMMUNITY MTG 5/2/19

NAME AND ADDRESS / COMPANY

ZACH ANDERSON	DR HORTON
Bob Widener	D&I Properties
Erin Widener McConnell	D&I Properties
WILLARD & HOTTIG JOHN	3118 STREAMSIDE LN LOT 7 OWNER
CHIP JULIANO	D+I PROPERTIES
Vancy Morris	Coastal Construction Company LLC
Mick Monney	DR HORTON J
Shirley Beilly	3151 STREAMSIDE LN
MIKE REILLY	" " "
Jami Best	3124 Streamside Ln
Sheila & DONALD R. King	3131 Stream side Ln
Ken and Julie Wilson	3106 Streamside Ln.
Jonathan & Alison Ambrose	3109 streamside LN.
William Johnson	3159 Streamside Ln.
Sheila K. King & Donald	3131 Streamside Lane



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: May 13, 2019

Presenter: Ryan Willhite, Chief of Police

Item to be Considered

Subject: Proposed changes to the Noise Ordinance for the Town of Winterville.

Action Requested: Consideration of the adoption of an expanded Noise ordinance.

Attachments: Proposed Noise Ordinance.

Prepared By: Ryan C. Willhite, Chief of Police

Date: 4/26/2019

ABSTRACT ROUTING:

TC 5/1/2019

FD

TM 5/7/2019

Final 5/7/2019

Supporting Documentation

As the council is aware, noise complaints throughout the Town continue to be an issue. The attached change to the ordinance will outline some enhanced restrictions on permitting, update the intent and scope of the ordinance, as well as give officers a more detailed document as they respond to related calls for service. After consideration of decibel tables, devices to measure sound, and other jurisdictions opinions on such measuring methods, it is recommended that the ordinance not define decibel limits, nor proceed toward the use of devices used to measure sound, rather, to allow subtle changes to the ordinance in an effort to accommodate all citizens. The officers will continue to have the ability to determine if the noise is reasonable or disturbing using certain determinations such as (location, time of day or night, zoning, among others).

Budgetary Impact: TBD.

Recommendation: Approval of Proposed Ordinance.



Winterville Police Department

PO Box 1459
2593 North Railroad Street
Winterville, NC 28590
Phone: (252) 756-1105 Fax: (252) 756-3458



FROM: CHIEF OF POLICE
TO: MAYOR AND TOWN COUNCIL
SUB: PROPOSED TOWN NOISE ORDINANCE UPDATE
DATE: 05-09-17

To assist in your review of the changes proposed in the noise ordinance, I have listed below the actual changes as considering the entire document is very time consuming. No portion of the prior ordinance was omitted, only additions and more clarity regarding permitting.

Definitions: Under the index, a purpose statement was added.

§ 96.01 PURPOSE

The Town of Winterville recognizes that excessive and unnecessary noise endangers the physical and emotional health and welfare of the people, interferes with legitimate business and recreational activity, depresses property values, offends the senses, creates public nuisances, and in other respects reduces the quality of life.

In our current Unlawful Noise in General chapter a subsection of un-necessary noise was added:

Unnecessary noise: Any excessive or unusually loud sound or any sound which disturbs the peace and quiet of any neighborhood or which does annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of any reasonable person of ordinary sensibilities or causes damage to property. Specifically, it shall be unlawful to emit noise of such character, intensity or duration as to be detrimental to the life or health of any reasonable person of ordinary sensibilities.

Most of our current noise ordinance falls under the current chapter 96.02 (Noises Expressly Prohibited). In the update, a Chapter called Nuisance Noise was added and list, but are not limited to, instances of nuisance noise.

§ 96.03 NUISANCE NOISE

The following activities, among others, are declared unreasonably loud and disturbing noises, but the enumeration shall not be deemed exclusive:

(A) The playing by any person, firm, or corporation, use, operate, or permit to be played, used or operated any television, radio, audio system in a motor vehicle, record, tape or compact disc player, drum, musical instrument, loudspeaker, communication system, amplification system, or any other sound production or reproduction system or device in such a manner that it is plainly audible (i) across property boundaries or inside the confines of the dwelling unit, house or apartment of another person, between the hours of 11:00 p.m. and 8:00 a.m., or (ii) at a distance of one hundred (100) feet or more in any direction from the device.

For purposes of this section, "plainly audible" means any sound that can be detected by a person using his or her unaided hearing faculties. Specific words or phrases need not be discernible. The detection of bass reverberations is sufficient to constitute a plainly audible sound.

An entire chapter was added to address motor vehicle noise, both music and mufflers.

§ 96.04 Motor Vehicle Noise

It shall be unlawful for any person to drive, operate, move, or permit to be driven, operated, or moved, a motor vehicle or combination of vehicles at any time in such a manner that the sound level of the vehicle, or amplified sound from the vehicle, exceeds the levels set forth in this chapter.

It shall be unlawful to play any radio, tape player, compact disc player or other sound-making device or instrument from within the motor vehicle so that the sound is plainly audible 50 feet away from the vehicle.

Mufflers. It shall be unlawful for any person to operate or cause the operation of a motor vehicle unless the exhaust system is free from defects, which affect sound reduction.

- *No person shall remove or render inoperative, or cause to be removed or rendered inoperative, other than for purposes of maintenance, repair or replacement, any muffler or sound dissipative device on a motor vehicle.*
- *It shall be unlawful for any person to modify the exhaust system of a motor vehicle by the installation of a muffler cut-out or bypass, and no person shall operate a motor vehicle which has been so modified.*

In the exceptions chapter, virtually unchanged, we did add the following exceptions:

- (1) Activities permitted by law for which a specific license or permit has been granted by the city, state or federal government; including, but not limited to, noise generated by and necessary for the conduct of public festivals, parades, special events, and celebrations of recognized federal, state and local holidays.*
- (2) Sound emanating from scheduled outdoor athletic events.*
- (3) Unamplified and amplified sound at festivals, street fairs, or events conducted, sponsored or sanctioned by the Town of Winterville.*

(4) Unamplified and amplified sound at community concerts, movies or other activities conducted, sponsored or sanctioned by the Town of Winterville.

We have added a chapter for determinations that will aid the officers when considering reasonableness.

§ 96.06 Determinations

- ***In determining whether a noise is unreasonably loud, disturbing and unnecessary, the following factors incident to such noise are to be considered:***
- ***The time of day.***
- ***The proximity to residential structures, whether the noise is recurrent, intermittent or constant.***
- ***The volume and intensity.***
- ***Whether the noise has been enhanced in volume or range by any type of electronic or mechanical means.***
- ***The character and zoning of the area.***
- ***Whether the noise is related to the normal operation of a business or other labor activity.***
- ***Whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof.***

For permitting, this chapter was changed substantially: Things of note are no issuance of 2 permits per month during the weekend for vicinities within 1000 feet of one another; and no more than 4 permits per year for the same location.

The administrative fee was raised from \$15.00 to \$20.00

And lastly, in the enforcement and penalties chapter, we have outlined the actions the officer may take before issuing a citation.

When it is reasonable and practical to do so, a person believed to be violating any portion of this chapter may be given an oral order to cease or abate the noise immediately, or as soon as is reasonable or practical, prior to being charged with a violation.

Please contact me with any other questions you may have.

Sincerely,

Ryan C. Willhite
Chief of Police

CHAPTER 96: NOISE

96.01	PURPOSE
96.02	UNLAWFUL NOISES IN GENERAL
96.03	NUSIANCE NOISE
96.04	MOTOR VEHICLE NOISE
96.05	EXCEPTIONS
96.06	DETERMINATIONS
96.07	PERMITS
96.08	ENFORCEMENT AND PENALTIES
96.09	APPEALS PROCEDURE
96.10	EFFECTIVE DATE

§ 96.01 PURPOSE

The Town of Winterville recognizes that excessive and unnecessary noise endangers the physical and emotional health and welfare of the people, interferes with legitimate business and recreational activity, depresses property values, offends the senses, creates public nuisances, and in other respects reduces the quality of life.

§ 96.02 ULAWFUL NOISE IN GENERAL

Loud and disturbing. It shall be unlawful for any person, firm or corporation to create or assist in creating any unreasonably **LOUD AND DISTURBING NOISE**, which term shall mean any sound which, because of its volume level, duration and character, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities within the limits of the town. The term **LOUD AND DISTURBING NOISE** shall be limited to loud and disturbing noise heard upon the public streets, in any public park, in any school or public building or upon the grounds thereof while in use, in any church or hospital or upon the grounds thereof while in use, upon any parking lot open to members of the public as invitees or licensees, or in any occupied residential unit which is not the source of the noise or upon the grounds thereof.

Unnecessary noise: Any excessive or unusually loud sound or any sound which disturbs the peace and quiet of any neighborhood or which does annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of any reasonable person of ordinary sensibilities or causes damage to property. Specifically, it shall be unlawful to emit noise of such character, intensity or duration as to be detrimental to the life or health of any reasonable person of ordinary sensibilities.

§ 96.03 NUISANCE NOISE

The following activities, among others, are declared to be unreasonably loud and disturbing noises, but the enumeration shall not be deemed to be exclusive:

(A) The playing by any person, firm, or corporation, use, operate, or permit to be played, used or operated any television, radio, audio system in a motor vehicle, record, tape or compact disc player, drum, musical instrument, loudspeaker, communication system, amplification system, or any other sound production or reproduction system or device in such a manner that it is plainly audible (i) across property boundaries or inside the confines of the dwelling unit, house or apartment of another person, between the hours of 11:00 p.m. and 8:00 a.m., or (ii) at a distance of one hundred (100) feet or more in any direction from the device.

For purposes of this section, "plainly audible" means any sound that can be detected by a person using his or her unaided hearing faculties. Specific words or phrases need not be discernible. **The detection of bass reverberations is sufficient to constitute a plainly audible sound.**

(B) The keeping of any animal or bird which makes frequent or long continued sounds, that a reasonably prudent person would recognize as likely to unreasonably disturb persons in the vicinity;

(C) The use of any automobile, motorcycle or vehicle so out of repair, so loaded, or in the manner as to create unreasonably loud, disturbing sounds;

(D) The operating of any garage or service station in any residential area so as to cause unreasonably loud, disturbing sounds to be emitted between the hours of 9:00 p.m. and 7:00 a.m. on any day;

(E) The creation of unreasonably loud, disturbing noise adjacent to any school, educational facility, church or court during normal operating hours, or within 150 feet of any hospital, which a reasonably prudent person would recognize as likely to unreasonably interfere with the working of the institutions, provided conspicuous signs are displayed indicating that the area is a school, educational facility, church, court or hospital area;

(F) The erection (including excavation), demolition, alteration or repair of any building in a residential or business district is strictly prohibited on Sunday, except in the case of urgent necessity in the interest of public safety, and then only with a permit given by an appropriate town official, which permit may be renewed for a period of three days or less while the emergency exists;

(G) The use of any loud, boisterous or raucous language or shouting that a reasonably prudent person would recognize as likely to unreasonably disturb persons in the vicinity; and

(H) The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion only as a danger signal; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of the device for an unreasonable period of time that a reasonably prudent person would recognize as likely to unreasonably disturb persons in the vicinity.

§ 96.04 Motor Vehicle Noise

It shall be unlawful for any person to drive, operate, move, or permit to be driven, operated, or moved, a motor vehicle or combination of vehicles at any time in such a manner that the sound level of the vehicle, or amplified sound from the vehicle, exceeds the levels set forth in this chapter.

It shall be unlawful to play any radio, tape player, compact disc player or other sound-making device or instrument from within the motor vehicle so that the sound is plainly audible 50 feet away from the vehicle.

Mufflers. It shall be unlawful for any person to operate or cause the operation of a motor vehicle unless the exhaust system is free from defects, which affect sound reduction.

- No person shall remove or render inoperative, or cause to be removed or rendered inoperative, other than for purposes of maintenance, repair or replacement, any muffler or sound dissipative device on a motor vehicle.
- It shall be unlawful for any person to modify the exhaust system of a motor vehicle by the installation of a muffler cut-out or bypass, and no person shall operate a motor vehicle which has been so modified.

§ 96.05 Exceptions

The following are exempt from the provisions of set forth in this chapter.

- (1) Activities permitted by law for which a specific license or permit has been granted by the city, state or federal government; including, but not limited to, noise generated by and necessary for the conduct of public festivals, parades, special events, and celebrations of recognized federal, state and local holidays.
- (2) Sound emanating from scheduled outdoor athletic events.
- (3) Any bell or chime from any building clock, school, or church;
- (4) Any siren, whistle, or bell lawfully used by emergency vehicles or any other alarm systems used in an emergency situation, provided that burglar alarms not terminating within 30 minutes after the responsible person has been notified shall be unlawful;
- (5) Noise created as a result of or relating to an emergency;

- (6) Warning devices required by OSHA or any local, county, state, or federal safety regulations;
- (7) Noise created by any aircraft flight operations which are specifically preempted by the Federal Aviation Administration;
- (8) Noise resulting from the provision of sanitation services;
- (9) The erection (including excavation), demolition, alteration, or repair of any building in a residential or business district Monday through Saturday;
- (10) All noises coming from motor vehicles properly equipped with the manufacturer's standard mufflers and noise reducing equipment;
- (11) Noise from lawful fireworks and noise-makers on holidays;
- (12) Lawn mowers and agricultural equipment used between the daylight hours of 7:00 a.m. and 8:00 p.m. when operated with all the manufacturer's standard mufflers and noise-reducing equipment in use and operating properly;
- (13) Sound amplification equipment used in conjunction with a telecommunications system on business properties to notify employees of that business of incoming phone calls, providing that this system be used only between the hours of 7:00 a.m. and 8:00 p.m. and that any speakers attached to the system be oriented toward the interior of the property;
- (14) Sound emanating from regularly scheduled, outdoor athletic events held by the recreation department;
- (15) Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit has been granted by the town in accordance with this chapter;
- (16) Warning devices used by trains traveling through the town for safety precautions;
- (17) Noises resulting from the provision of government services;
- (18) Construction operations from 7:00 a.m. to 9:00 p.m. on weekdays and 8:00 a.m. to 9:00 p.m. on weekends for which building permits have been issued or construction operations not requiring permits; providing all equipment is operated in accord with the manufacturer's specifications and with all standard equipment manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition; and Construction operations from 7:00 a.m. until 9:00 p.m. on weekdays, 8:00 a.m. until 9:00 p.m. on Saturdays and Sundays, for which building permits have been issued or construction operations not requiring permits; providing all equipment is operated in accordance with the manufacturer's specifications and with all standard equipment manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition; and
- (19) Construction operations from 7:00 a.m. until 9:00 p.m. on weekdays, 8:00 a.m. until 9:00 p.m. on Saturdays and Sundays, for which building permits have been issued or

construction operations not requiring permits; providing all equipment is operated in accordance with the manufacturer's specifications and with all standard equipment manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition.

- (20) Emergency work made necessary to restore property to a safe condition; emergency work required to protect persons or property from danger or potential danger; or work by private or public utilities when restoring utility service.
- (21) Any street construction activity performed by, or on behalf of, a government agency on streets, provided that all equipment is operated in accordance with the manufacturer's specifications and is equipped with all legally required noise-reducing devices in proper operating condition. Blasting and pile driving on street projects are exempted under this exception only to the extent that they are carried on between the hours of 7:00 a.m. and 9:00 p.m., Monday through Saturday.
- (22) Unamplified and amplified sound at festivals, street fairs, or events conducted, sponsored or sanctioned by the Town of Winterville.
- (23) Unamplified and amplified sound at community concerts, movies or other activities conducted, sponsored or sanctioned by the Town of Winterville.
- (24) Practice sessions or performances by marching bands.

§ 96.06 Determinations

- In determining whether a noise is unreasonably loud, disturbing and unnecessary, the following factors incident to such noise are to be considered:
- The time of day.
- The proximity to residential structures, whether the noise is recurrent, intermittent or constant.
- The volume and intensity.
- Whether the noise has been enhanced in volume or range by any type of electronic or mechanical means.
- The character and zoning of the area.
- Whether the noise is related to the normal operation of a business or other labor activity.
- Whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof.

§ 96.07 Permits

- Who may apply. A person or group of persons may produce or cause to be produced sound in excess of the limits set in 96.02 only if a “permit to exceed” has been obtained. With a permit granted pursuant to this section, a person or group may exceed the maximum sound levels as long as the hours and scope of the permit are followed, and the noise is not un-reasonable shall as set out in § 96.03.
- Application for permit. Any person or group of persons desiring an “outdoor amplified sound permit” or a “permit to exceed” shall apply as provided in this section, and shall provide all information required. All applications for a “permit to exceed” shall be submitted to the chief of police or his designee at least seventy-two (72) hours prior to the scheduled event; failure to comply with this requirement shall be grounds for denying the permit.
- Action by chief of police. The chief of police or designee shall act upon all requests for permits. In considering and acting on all requests for permits pursuant to this chapter, the chief of police or designee shall consider, but shall not be limited to, the following in issuing or denying such permit: The timeliness of the application; the nature of the requested activity; previous experience with the applicant; the time of the event; other activities in the vicinity of the location proposed; the frequency of the application; the cultural or social benefits of the proposed activity; the effect of the activity on any residential area of the city and, previous violations, if any, of the applicant. In assessing “other activities in the vicinity” and the frequency of applications in the vicinity, the chief of police or designee shall not issue more than two (2) permits per month within a one thousand-foot radius of each other, or issue permits for events on consecutive weekends (Friday and Saturday) within a one-thousand-foot radius of each other. In considering or acting upon a request for a “permit to exceed” requested by a group, the chief of police or designee shall limit permits granted at any specific location to no more than four (4) “permits to exceed” per year.
- Fee for permit. Every application for a permit or permits shall require a \$20.00 administrative fee. The permit shall not be unreasonably withheld and may contain appropriate conditions, including maximum decibel levels, designed to minimize the disruptive impact. Permits for the activities significantly for religious or political purposes shall be granted, subject only to reasonable time, place and manner restrictions. Permits issued under this section may specify that the permission granted will continue for a stated period or until revoked after actual notice. Persons shall not be held in violation of this chapter when acting in conformity with permit conditions, but any permit may be revoked if it is determined that the authorized activity has exceeded the scope of the permit or resulted in generation of unreasonably loud, disturbing sound levels.

- In **the event** an application is denied, a permit is approved with conditions unacceptable to the applicant, or a permit is revoked, the applicant or permit holder shall be entitled to a prompt, informal hearing with the Town Manager or his or her designee, upon submission of a written request. Any person aggrieved by a matter regulated by this ordinance may submit to the governing body written comments, including requests for appropriate relief.
- That no permitted event may last more than four (4) hours in duration.
- That no event may extend beyond 11:00 p.m.

§ 96.08 ENFORCEMENT AND PENALTIES

When it is reasonable and practical to do so, a person believed to be violating any portion of this chapter may be given an oral order to cease or abate the noise immediately, or as soon as is reasonable or practical, prior to being charged with a violation. Where there is a violation of any provision of this chapter, the town, at its discretion, may take one or more of the following enforcement actions.

(A) A police officer may issue a citation subjecting the violator to a \$50 civil penalty, which may provide for a \$15 delinquency charge if the penalty is not paid within 20 days of issuance, and which penalty and delinquency charge may be recovered by the town in a civil action.

Further, each day's continuing violation shall be a separate and distinct offense.

(B) A misdemeanor warrant may be issued in accordance with G.S. § 160A-175 either immediately or upon the issuance of a citation and the violator's failure to pay the civil penalty.

(C) A civil action seeking a penalty of \$100 per day of violation plus injunctive relief and order of abatement may be directed toward any person creating or allowing the creation of any unlawful noise, including the owner or person otherwise having legal or actual control of the premises from which it emanates.

(1992 Code, § 96.05) (Ord. 01-O-22, passed 10-8-2001)

§ 96.09 APPEALS PROCEDURE

An appeal from the issuance of a citation pursuant to §96.99 (A) may be taken by a person aggrieved thereby. The appeal must be taken within ten days from the date of issuance of the citation on the party in interest. An aggrieved party must give notice of appeal by mailing or hand-delivering a written statement to the Town Manager which states some grounds for appeal. Upon receipt of the notice of appeal, the Town Manager shall fix a reasonable time for the hearing of the appeal, shall give due notice to all parties in interest, and shall render a decision within a reasonable time. Any party may appear in person or by agent or attorney and

present evidence. The Town Manager may reverse, affirm, or modify the issuance of the citation. The Town Manager will render a written decision within five days of the hearing, and the written decision will be promptly served on the aggrieved party by mailing or hand-delivery of same. All decisions of the Town Manager are final. Any decision of the Town Manager may be appealed to the appropriate court of general jurisdiction after all appeals have been taken pursuant to this section within 15 days of the service of the decision of the Town Manager on the aggrieved party.

§ 96.10 EFFECTIVE DATE

This chapter is effective upon adoption.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: May 13, 2019

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Ordinance Amendment for Composition of Parks and Recreation Advisory Board.

Action Requested: Approve Ordinance.

Attachment: Ordinance # 19-O-052.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2019

ABSTRACT ROUTING:

TC: 5/1/2019

FD:

TM: 5/2/2019

Final: 5/2/2019

Supporting Documentation

The attached ordinance reflects the changes approved at the March 11, 2019 Regular Council Meeting.

Budgetary Impact: NA.

Recommendation: Approval of Ordinance.

ORDINANCE NO. 19-O-052

**ORDINANCE AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES
OF THE TOWN OF WINTERVILLE, NORTH CAROLINA**

BE IT ORDAINED by the Town Council of the Town of Winterville, North Carolina that Title III Chapter 32 of the Code of Ordinances of the Town of Winterville is hereby amended as follows:

CHAPTER 32: TOWN ORGANIZATIONS – PARKS AND RECREATION DEPARTMENT.

§32.046 - COMPOSITION.

The Parks and Recreation Department is comprised of a Director and a Parks and Recreation Advisory Board. The Director shall be hired and appointed by the Town Manager. The Parks and Recreation Advisory Board of the township shall be comprised of nine members and one alternate member, of which six shall reside within the town limits at the time of their appointment, and three shall reside outside of the corporate limits of the town, but within the limits of the extraterritorial jurisdiction at the time of their appointment, and one alternate member who may reside either within the town limits or outside of the corporate limits of the town, but within the limits of the extraterritorial jurisdiction at the time of his or her appointment.

The remainder of Chapter 32 is not amended pursuant to this Ordinance.

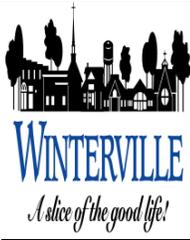
This Ordinance shall be effective upon adoption.

Adopted this the 13th day of May, 2019.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: May 13, 2019

Presenter: Evan Johnston, Director of Parks & Recreation

Item to be Considered

Subject: Re-appointments to the Parks and Recreation Advisory Board.

Action Requested: Re-appoint Recreation Advisory Board members to additional term.

Attachments: None.

Prepared By: Evan Johnston, Director of Parks & Recreation

Date: 4/29/2019

ABSTRACT ROUTING:

TC 5/1/2019

FD

TM 5/7/2019

Final 5/7/2019

Supporting Documentation

The Recreation Advisory Board (RAB) has three (3) members whose term expiration is June 30, 2019 and have requested to be appointed to an additional term. Following is list of said members and their membership type: Victoria Hawkins (Resident), John Relford (Resident), and Johnny Fleming (Resident).

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

Budgetary Impact: None.

Recommendation: Re-appoint Recreation Advisory Board members to additional term.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: May 13, 2019

Presenter: Travis Welborn, Public Works
Director

Item to be Considered

Subject: Speed Limit Signs on Town Streets.

Action Requested: Accept Update.

Attachments: N/A.

Prepared By: Travis Welborn, Public Works Director

Date: 4/29/2019

ABSTRACT ROUTING:

TC 5/1/2019

FD

TM 5/7/2019

Final 5/7/2019

Supporting Documentation

Update on speed limit signs on Town streets.

Budgetary Impact: TBD.

Recommendation: N/A.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 13, 2019

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Audit Contract for fiscal year 2018 – 2019.

Action Requested: Approve the audit contract with Carr, Riggs, and Ingram, LLC.

Attachments: Contract and Engagement letter.

Prepared By: Anthony Bowers, Finance Director

Date: 4/29/2019

ABSTRACT ROUTING:

TC 5/1/2019

FD

TM 5/7/2019

Final 5/7/2019

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. We are recommending that we use CRI out of Goldsboro. This will be the second full year for the Goldsboro team. Mr. Jordan and his staff are highly recognized in the State and are considered to be one of best.

Budgetary Impact: This is accounted for in the operating budget for the Finance Department. The value of the contract is \$37,400.

Recommendation: Approve the contract.



Carr, Riggs & Ingram, LLC
2805 North Park Drive
Goldsboro, North Carolina 27532

Mailing Address:
P.O. Box 10588
Goldsboro, North Carolina 27532-0588

(919) 751-8297
(919) 778-0575 (fax)
www.cricpa.com

April 29, 2019

To Honorable Mayor and Members of the Town Council
And Anthony Bowers, Finance Officer
Town of Winterville, North Carolina

We are pleased to confirm our understanding of the services we are to provide the Town of Winterville for the Year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund balance, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Winterville as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Winterville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Winterville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Law Enforcement Officer's Special Separation Allowance
- 3) Other Post-Employment Benefits – Retiree Health Care
- 4) Local Governmental Employees' Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Winterville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal and state awards
- 2) Individual Fund Statements and Schedules – Budget and Actual
- 3) Other Financial Information

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Statistical schedules/tables for Comprehensive Annual Financial Report (CAFR).

2) Non-required supplementary information from internal purposes. (Introductory Info)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the State Single Audit Implementation Act, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. We will issue a written report upon completion of our audit of the Town of Winterville's financial statements. Our report will be addressed to the Board of Commissioners of the Town of Winterville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally

accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and that State Single Audit Implementation Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and the State Single Audit Implementation Act.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Winterville's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Winterville's major programs. The purpose of these procedures will be to express an opinion on the Town of Winterville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, data collection forms and related notes of the Town of Winterville in conformity with U.S. generally accepted accounting principles, the Uniform Guidance and the State Single Audit Implementation Act based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an Audit under the Uniform Guidance and the State Single Audit Implementation Act, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the State Single Audit Implementation Act, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior findings should be available for our review on June 30, 2018.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including

notes and noncash assistance received) in conformity with the Uniform Guidance and the State Single Audit Implementation Act. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and the State Single Audit Implementation Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, data collection forms and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, data collection forms, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit

clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant or oversight agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the federal or state cognizant or oversight agency. If we are aware that a federal and state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party or parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 20, 2019 and to issue our reports no later than October 31, 2019. Michael C. Jordan, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$37,400 as stipulated in the Local Government Contract dated April 29, 2019. A finance charge is applied to all invoices not paid within thirty (30) days. The finance charge is 1½% per month, which is an annual rate of 18% applied to the past due balance from the previous month. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

Limitation of Liability

Except as provided in this agreement, CRI shall not be liable for incidental, consequential, exemplary, special, punitive or ancillary damages of any kind alleged as a result of any cause of action from this agreement, whether arising out of breach of contract, tort or otherwise. Unless otherwise stated in this agreement, both CRI and you agree that the total cumulative liability of CRI (including its employees, directors, officers or agents), shall not exceed the amount of fees earned by CRI related to this engagement during the twelve months preceding the event giving rise to the claim, as such amount shall serve as a reasonable prospective estimate of any damages which you may suffer through any breach by CRI of the terms of this agreement, as such damages may be speculative or impossible to calculate. If there are unpaid fees owed to CRI, this cumulative liability will be reduced by the value of the unpaid fees with no additional

interest or charges, as CRI retains the right to offset any sums claimed as due and owed by you, by any sums to which it is legally entitled. This limitation shall apply whether or not further damages are foreseeable, or whether either party (or its employees, agents, officers or directors) have been advised of the possibility of such damages.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including forum non conveniens.

Statute of Limitations

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

We appreciate the opportunity to be of service to the Town of Winterville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. *Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequently

issued reports received during the contract period. Accordingly, our most recent peer review report accompanies this letter.

Very truly yours,

Carr, Riggs & Ingram, LLC

Carr, Riggs & Ingram, LLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Winterville.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

The of and	Governing Board Town Council
	Primary Government Unit Town of Winterville
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Carr, Riggs & Ingram, LLC
	Auditor Address PO Box 10588, Goldsboro, NC 27532-0588

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/19	Audit Report Due Date 10/31/19
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

FEEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

PRIMARY GOVERNMENT FEES

Primary Government Unit	Town of Winterville
Audit	\$ 31,500.00
Writing Financial Statements	\$ 5,900.00
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$ 28,050.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm Carr, Riggs & Ingram, LLC	
Authorized Firm Representative (typed or printed) Michael C. Jordan, CPA	Signature 
Date 04/29/19	Email Address mjordan@cricpa.com

GOVERNMENTAL UNIT

Governmental Unit Town of Winterville	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed) Douglas A. Jackson, Mayor	Signature
Date	Email Address doug.jackson@wintervillenc.com

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
(Pre-audit certificate not required for charter schools)

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 (typed or printed) Anthony B. Bowers	Signature
Date of Pre-Audit Certificate	Email Address anthony.bowers@winetervillenc.com

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

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

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

DPCU – PRE-AUDIT CERTIFICATE
(Pre-audit certificate not required for charter schools)

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) N/A	Signature
Date of Pre-Audit Certificate	Email Address

Remember to print this form, and obtain all required signatures prior to submission.





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 13, 2019

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Budget Amendment 2018-2019-05.

Action Requested: Approve the budget amendment.

Attachments: Budget Amendment 2018-2019-05

Prepared By: Anthony Bowers, Finance Director

Date: 4/30/2019

ABSTRACT ROUTING:

TC 5/1/2019

FD

TM 5/7/2019

Final 5/7/2019

Supporting Documentation

This is the fifth budget amendment for the 2018-2019 Fiscal Year.

This amendment addresses four items. The first item addresses the sale of the Fire Truck to Johnston Community College for \$25,000.

The second item addresses the loss of revenue associated with the moving of American Trucking. We received an estimated \$26,000 annually. The new company does not rent out heavy equipment, so we cannot tax them.

The third item is for funds in the reserve account to be reimbursed to EMS for the purchase of a new stretcher. The amount requested is \$22,000.00

The fourth item covers the need for additional maintenance and repair funds for the fire trucks. Due to the age of the trucks, this line item has had to be used more than expected. The amount needed to cover the remaining of the year is \$6,200.

The fifth item addresses the need for additional funds in the Sewer fund. Due to a large amount of maintenance and repair items, the fund needs \$22,500 to cover expenditures for the rest of the year.

Budgetary Impact: The total budget amendment is for \$65,400.

Recommendation: Approve the Budget Amendment.

BUDGET ORDINANCE AMENDMENT 18-19-5

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, 2019:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION			Fund	Increase	Decrease
Fund Balance Contribution	10	3831	General	\$ 44,250	
Misc Revenue	10	3820	General	\$ 25,000	
Heavy Equipment Tax	10	3170	General		\$ 26,300
Retained Earnings	62	3935	Sewer	\$ 22,500	
Total				\$ 91,750	\$ 26,300

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION			Department	Fund	Increase	Decrease
Supplies and Materials	1043433000	4230	EMS	General	\$ 22,000	
Maint and Repair of Vehicles	1043432000	4226	Fire	General	\$ 6,200	
Subdivision LOC Reserve Exp	1041950000	5121	Non Departmental	General	\$ 14,750	
Overtime	6273732020	4121		Sewer	\$ 3,500	
Maint & Repair	6273732020	4225		Sewer	\$ 5,000	
Supplies and Materials	6273732020	4230		Sewer	\$ 2,500	
Contracted Services	6273732020	4233		Sewer	\$ 2,500	
Engineering	6273732020	4232		Sewer	\$ 6,000	
Customer Bill Prep	6273732020	4301		Sewer	\$ 3,000	
Total					\$ 65,450	\$ -

Adopted the 13th day of May 2019.

Mayor

Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 13, 2019

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Municipal Election One-Stop Voting Site.

Action Requested: Consideration of a One-Stop voting site.

Attachment: None.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2019

ABSTRACT ROUTING:

TC: 5/1/2019

FD:

TM: 5/7/2019

Final: 5/7/2019

Supporting Documentation

The Board of Elections requires that the Town request a One-Stop voting site if they desire one for the Municipal Elections. The Board of Elections has provided the Town with an estimate of \$14,177.58 for a One-Stop voting site prior to election day and \$9,136.45 for election day voting.

Budgetary Impact: \$23,314.03 estimated to be budget in 2019-2020 budget.

Recommendation: Consideration of a One-Stop voting site.

Municipal Elections

From: Amy Barrow amy.barrow@wintervillenc.com

Sent: Wednesday, March 27, 2019 12:04 PM

Fyi... [Winterville Calculations - 2019](#)

From: Amy Barrow

Sent: Wednesday, March 27, 2019 11:31 AM

According to the email below, the Council will have to vote on requesting a One-Stop site and then send a **copy of the minutes to Dave Davis by July 31st.**

From: Davis, Dave dave.davis@pittcountync.gov

Sent: Friday, March 27, 2019 11:11 AM

Difficult to say an exact date at this point; not sure when the State Board will require counties to submit their One-Stop plans for the Municipal Elections.

I would recommend notifying us by July 31 so the Board can consider it during August/September.

Yes, the municipality has to request a site. There's not a form for the request. An email with a copy of the minutes of the Town Council agreeing to host a site will suffice.

I also attached a copy of the municipal agreement.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 13, 2019

Presenter: Ben Williams, Assistant Town
Manager

Item to be Considered

Subject: Dynamic Transfer Agreement between NTE Carolinas, LLC, Duke Energy, and Town of Winterville.

Action Requested: Approval of Agreement.

Attachments: DRAFT Dynamic Transfer Agreement.

Prepared By: Ben E. Williams, Assistant Town Manager

Date: 4/29/2019

ABSTRACT ROUTING:

TC 5/1/2019

FD

TM 5/7/2019

Final 5/7/2019

Supporting Documentation

The Town of Winterville has a Wholesale Power Purchase Agreement with NTE. The scheduling and transferring of the Town's real time power demands are required in order for Duke Energy (DEP) and NTE to deliver the necessary energy load. The primary parties to the subject Agreement are Duke Energy and NTE. The Town is named in this Agreement due to the scheduled energy load recipient having to be named to comply with the federal requirements. The Town's consultant, Summit Utility Advisors, has reviewed the Agreement and has found no issues as presented.

Budgetary Impact: N/A.

Recommendation: Approve Dynamic Transfer Agreement.

Rate Schedule No. []

DYNAMIC TRANSFER AGREEMENT

AMONG

DUKE ENERGY CAROLINAS, LLC, as Native BA

NTE CAROLINAS, LLC, as Generator Owner

THE TOWN OF WINTERVILLE, NORTH CAROLINA, as Load

AND

DUKE ENERGY PROGRESS, LLC, as Attaining BA

Dynamic Transfer Agreement

This Dynamic Transfer Agreement (the “Agreement”) is entered into as of February [___], 2019, among Duke Energy Carolinas, LLC (“Native BA”), NTE Carolinas, LLC (“Generator Owner”), The Town of Winterville, North Carolina (“Load”) and Duke Energy Progress, LLC (“Attaining BA”) (hereinafter collectively the “Parties”).

Recitals

Whereas, Generator Owner is the majority owner and has contractual authority for 477 MW of Kings Mountain Energy Complex located in Cleveland County, North Carolina, which is within the Native Balancing Authority Area (“BAA”);

Whereas, the Native BA is the Balancing Authority responsible for balance and interconnection frequency support within the Native BAA;

Whereas, the Load is located within the Attaining BAA;

Whereas, the Load and the Generator Owner have entered into a power purchase agreement under which Load will purchase power from Generator Owner in a sufficient amount to meet Load’s full requirements (the “PPA”);

Whereas, Generator Owner wishes to dynamically schedule power from its Kings Mountain Energy Complex located in the Native BAA that is being provided to Load located in the Attaining BAA;

Whereas, the Attaining BA is the Balancing Authority responsible for balance and interconnection frequency support within the Attaining BAA;

Whereas, Attaining BA and Native BA wish to coordinate operation of any Dynamic Schedule to satisfy North American Electric Reliability Corporation reliability standards, North America Energy Standards Board criteria, and Good Utility Practice;

Whereas, the Parties wish to establish the terms and conditions for the operation of the Dynamic Schedule; and

Whereas, Generator Owner will ensure that Kings Mountain Energy Complex generating facilities will comply with the terms and conditions of this Agreement, the Native BA OATT, and the Attaining BA OATT regarding the Dynamic Schedule that is applicable to it.

Now Therefore the Parties agree as follows:

1. Definitions and Acronyms

Unless the context otherwise specifies or requires, each capitalized term used in this Agreement shall have the meaning assigned herein, or attachments hereto (such definitions to be equally applicable to both the singular and the plural forms of the terms

defined). All references to the *Glossary of Terms Used in NERC Reliability Standards* shall refer to the version of the *Glossary of Terms Used in NERC Reliability Standards* that is in effect as of the date of this Agreement, or if this Agreement is amended, the version in effect as of the date of the amendment of this Agreement.

- 1.1. “Agreement” shall mean this document, as amended from time to time, including all attachments, appendices, and schedules, if any.
- 1.2. “Balancing Authority” shall have the meaning set forth in the *Glossary of Terms Used in NERC Reliability Standards*.
- 1.3. “Balancing Authority Area” shall have the meaning set for in the *Glossary of Terms Used in NERC Reliability Standards*.
- 1.4. “Breach” shall mean the failure of a Party to perform or observe any material term or condition of the Agreement.
- 1.5. “Dynamic Schedule” shall have the meaning set for in the *Glossary of Terms Used in NERC Reliability Standards* which is “a time-varying energy transfer that is updated in real time and included in the Net Interchange Scheduled term in the same manner as an Interchange Schedule in the affected Balancing Authorities’ control ACE equations (or alternate control processes).”
- 1.6. “FERC” shall mean the Federal Energy Regulatory Commission.
- 1.7. “Good Utility Practice” shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).
- 1.8. “NAESB” shall mean the North America Energy Standards Board.
- 1.9. “NERC” shall mean the North American Electric Reliability Corporation.
- 1.10. “Party” or “Parties” refers to any party to this Agreement or all parties, as applicable.
- 1.11. “Regional Entity” shall mean an entity that NERC has authorized to enforce compliance with reliability standards.
- 1.12. “Third Party” means any entity other than a Party to this Agreement.

2. General Requirements

- 2.1. The Dynamic Schedule under the terms of this Agreement shall be provided in accordance with each of the following conditions:
 - 2.1.1 Native BA shall not provide generation resources to satisfy the Dynamic Schedule. Attaining BA and Load have entered into a Network Integration Transmission Service Agreement under which Attaining BA shall provide energy imbalance for the Load to satisfy the Dynamic Schedule in the event that Load is not supplied at any time with generation resources from Generator Owner.
 - 2.1.2 13 MW of Generator Owner entitled ownership capacity from Kings Mountain Energy Complex for the Load would be dedicated to the Dynamic Schedule.
 - 2.1.3 Long-term firm point-to-point transmission service has been procured to sufficiently deliver 13 MW of capacity and energy from Kings Mountain Energy Complex from the Native BAA to the Attaining BAA and must be maintained for the term of this Agreement. Except with respect to permitted redirects per Section 2.1.5 of this Agreement, Generator Owner agrees to maintain the long-term firm point-to-point transmission reservation for the duration of this Agreement. A failure to maintain such reservation would constitute a Breach of this Agreement.
 - 2.1.4 If Kings Mountain Energy Complex is in a declared outage, then Generator Owner may redirect the firm point-to-point transmission service associated with such unit for the duration of the outage. If Generator Owner redirects the firm point-to-point transmission service associated with Kings Mountain Energy Complex, then such unit cannot be identified as a Point of Receipt or source for the redirected service.
 - 2.1.5 Generator Owner fully complies with the terms and conditions and its obligations under this Agreement.
- 2.2. Native BA shall implement this Dynamic Schedule such that it is consistent with the provisions of the Native BA OATT or any successor OATT.
- 2.3. Attaining BA shall implement this Dynamic Schedule such that it is consistent with the provisions of the Attaining BA OATT or any successor OATT.
- 2.4. The VACAR South Reliability Coordinator (RC) will be the native RC responsible for the transmission related congestion (SOLs and IROLs as defined in the *Glossary of Terms Used in NERC Reliability Standards*) on the transmission system where the Dynamic Schedule is connected. All of the procedures associated with this dynamic transfer service will conform to the direction of the RC under all circumstances and the RC shall have the right to direct that the amount of energy utilizing the dynamic transfer service be adjusted for local transmission reliability concerns. Attaining BA will be the attaining RC and under normal operating conditions, is responsible for the capacity, energy and dispatch of the Dynamic Schedule that is the subject of this Agreement.

3. Performance/Reliability Requirements

- 3.1. It is the obligation of each Balancing Authority to fulfill its commitment to the Eastern Interconnection. The use of this Dynamic Schedule in no way lessens or diminishes a Balancing Authority's reliability or performance expectations as defined by NERC.
- 3.2. All data transfer associated with this Dynamic Schedule shall have a primary path utilizing Inter-Control Center Communications Protocol ("ICCP") communications.

4. Operational and Modeling Requirements

- 4.1. The use of this Dynamic Schedule as between Native BA and Generator Owner shall be modeled in accordance with Native BA's established practices and Good Utility Practice. Accordingly, Attaining BA shall use Good Utility Practice to prepare and provide forecast data set forth in accordance with NERC standards.
- 4.2. Tagging of the Dynamic Schedule is required.
- 4.3. Generator real power output of, and management thereof, for 13 MW of Kings Mountain Energy Complex is considered within the Attaining BAA for all purposeful application, implementation, and execution of NERC Reliability Standards requirements for the duration of this Agreement. Generator Owner will calculate the value for this Dynamic Schedule from its contractual authority for 13 MW of Kings Mountain Energy Complex and will provide this value to both Attaining BA and Native BA via ICCP. Attaining BA will also forward to Native BA the Dynamic Schedule value it received from Generator Owner. Native BA will send back to Attaining BA and Generator Owner the final Dynamic Schedule value.
- 4.4. Generator Owner will clamp the maximum amount for the Dynamic Schedule value to be no more than the MW amount associated with the applicable transmission service reservation.

5. Establishment of Flowgates

- 5.1. Native BA may propose additional flowgates to be included in Attaining BA's processes. Native BA shall provide Attaining BA with any information necessary for Attaining BA to conduct any necessary studies. Attaining BA shall study those flowgates and communicate the results of the studies to Native BA within a reasonable period. Attaining BA shall add a flowgate to its processes as needed.

6. Energy Accounting

- 6.1. In the event the Parties do not agree upon the hourly values associated with the Dynamic Schedule in after-the-fact checkouts, Native BA values will be used by all Parties.

7. Contingency Operational Requirements

- 7.1. If the Dynamic Schedule signal is lost or determined to be unacceptable, or the telemetry from the Kings Mountain Energy Complex to Native BA is lost or determined to be unacceptable, operation of the Dynamic Schedule will continue under the following procedure.
 - 7.1.1. Native BA or Attaining BA will notify Generator Owner of the failure.
 - 7.1.2. Native BA will hold the last known accurate value on the Dynamic Schedule until it is determined to be inaccurate or a more accurate value is provided by Generator Owner.
 - 7.1.3. Changes to the manually-updated Dynamic Schedule value cannot occur more frequently than once per hour unless otherwise mutually agreed upon by all Parties.
 - 7.1.4. To the extent possible, the Party maintaining the failed telemetry will provide a reasonable estimate of anticipated time of restoration.
 - 7.1.5. If the primary data source is not restored within 24 hours, all Parties must agree on a plan to restore an acceptable data source for the Dynamic Schedule to continue.
- 7.2. If the Dynamic Schedule resource is redispatched for a local transmission system contingency, Native BA reserves the right to direct the operation of the resource.
- 7.3. All Balancing Authorities shall retain Regional Entity responsibilities and no liability or costs shall be shifted to other Balancing Authorities as a result of an outage.

8. Indemnity and Consequential Damages

- 8.1. Generator Owner shall at all times indemnify, defend, and save Native BA and Attaining BA harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Native BA's or Attaining BA's performance of its respective obligations under this Agreement on behalf of Generator Owner, except in cases of negligence or intentional wrongdoing by Native BA or Attaining BA, respectively.
- 8.2. In no event shall any Party be liable under any provision of this Agreement for any losses, damages, costs, or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability related to this Agreement, except to the extent the damages are direct

damages that arise or result from or result from gross negligence or intentional misconduct of the Party.

9. References to Agreements and Tariffs on File with FERC

Unless a clear contrary intention appears, any reference to any agreement or tariff means such agreement as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof.

10. Dispute Resolution

- 10.1. **Internal Dispute Resolution Procedures:** Any dispute between or among the Parties under the Agreement shall be referred to a designated senior representative of each “Disputing Party” for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days, or such other period as the Disputing Parties may agree upon, by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.
- 10.2. **External Arbitration Procedures:** Any arbitration initiated under the Agreement shall be conducted before a single neutral arbitrator appointed by the Disputing Parties. If the Disputing Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, each Disputing Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Disputing Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable FERC regulations.
- 10.3. **Arbitration Decisions:** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Disputing Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Agreement and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Disputing Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service or facilities.
- 10.4. **Costs:** Each Disputing Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (A) the cost of the arbitrator chosen by the Disputing Party to sit on the three-member panel and one half of the cost of

the third arbitrator chosen; or (B) one half the cost of the single arbitrator jointly chosen by the Disputing Parties.

- 10.5. **Rights Under the Federal Power Act:** Nothing in this section shall restrict the rights of any Party to file a complaint with FERC under relevant provisions of the Federal Power Act.

11. **Interpretation**

In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in a Party's respective tariffs on file with FERC, the Party's tariff shall control.

12. **Term and Termination**

- 12.1. Any Party may unilaterally terminate this Agreement at any time upon not less than thirty-seven months' written notice to the other Parties.

- 12.2. This Agreement may be terminated at any time by mutual agreement in writing.

- 12.3. Termination in the event of Breach.

12.4.1 No Breach shall exist where such failure to discharge an obligation is the result of force majeure as described in section 15 of this Agreement or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. The breaching Party shall have thirty (30) calendar days from receipt of the default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) calendar days, the breaching Party shall commence such cure within thirty (30) calendar days after notice and continuously and diligently complete such cure within ninety (90) calendar days from receipt of the default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

12.4.2 Right to Terminate. If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall be relieved of any further obligation hereunder. The provisions of this article will survive termination of this Agreement.

13. **Permitted Assignments.**

This Agreement may not be assigned by any Party except: (a) with the written consent of the non-assigning Parties, which consent may be withheld in such Parties' absolute discretion; and (b) in the case of a merger, consolidation, sale, or spin-off of substantially all of a Party's assets. In the case of a merger, consolidation, sale, reorganization, or spin-off by a Party, such Party shall assure that the successor or purchaser adopts this Agreement, and the other Parties shall be deemed to have consented to such adoption.

14. Liability to Non-Parties

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity that is not a Party or a permitted successor or assign.

15. Force Majeure

No Party shall be in Breach of this Agreement to the extent and during the period that such Party's performance is made impracticable by any unanticipated cause or causes beyond such Party's control, and without such Party's fault or negligence, which may include, but are not limited to, any act, omission, or circumstance occasioned by or in consequence of any act of God, labor dispute, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or curtailment, order, regulation or restriction imposed by a governmental authority. Upon the occurrence of an event considered by a Party to constitute a force majeure event, such Party shall use reasonable efforts to endeavor to continue to perform its obligations as far as reasonably practicable and to remedy the event, provided that this Section shall not require any Party to settle any strike or labor dispute. A Party claiming a force majeure event shall notify the other Parties in writing immediately, and in no event later than forty-eight (48) hours after the occurrence of the force majeure event. The foregoing notwithstanding, the occurrence of a cause under this Section shall not excuse a Party from making any payment otherwise required under this Agreement.

16. Amendment

Nothing contained in this Agreement shall be construed as affecting in any way the right of Attaining BA to unilaterally make application to FERC for a change in rates, terms and conditions, charges, classification of service, rule or regulation under Section 205 of the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder, and nothing contained in the Agreement shall be construed as affecting in any way the ability of any Party receiving service under the Agreement to exercise its rights under the Federal Power Act and pursuant to the FERC's rules and regulations promulgated thereunder.

17. Headings

The headings used for the Articles and Sections of this Agreement are for convenience and reference purposes only, and shall not be construed to modify, expand, limit, or restrict the provisions of this Agreement.

18. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together will constitute one instrument, binding upon the Parties hereto, notwithstanding that both Parties may not have executed the same counterpart.

19. Notices

A notice (“Notice”) shall be effective only if in writing and delivered by: hand; reputable overnight courier; electronic mail; or United States mail. Notice shall be deemed to have been given: (a) when delivered to the recipient by hand, overnight courier or electronic mail, or (b) if delivered by United States mail, on the postmark date. Notice shall be addressed as follows:

Attaining BA: Duke Energy Progress, LLC
Attn: Kristina Straple, Transmission Contracts Analyst
526 South Church Street
Mailcode: EC3ZJ
Charlotte, NC 28202
(980) 373-6173
kristina.straple@duke-energy.com

Native BA: Duke Energy Carolinas, LLC
Attn: Scott Lewter, Lead System Operations Analyst
9550 Research Drive
Mailcode: 95RD7
Charlotte, NC 28262
(980) 701-8115
scott.lewter@duke-energy.com

Generator Owner: NTE Carolinas, LLC
Attn: Mike Green, Vice President
24 Cathedral Place
Suite 300
Saint Augustine, FL 32084
904-687-1857
mgreen@nteenergy.com

Load: The Town of Winterville, NC
Attn: Town Manager
PO Box 1459
2571 Railroad Street
Winterville, NC 28590
Phone: (252) 215-2340
E-Mail: terri.parker@wintervillenc.com

A Party may change its designated recipient of Notices, or its address, from time to time, by giving Notice of such change.

Generator Owner may appoint an agent from time-to-time that will be responsible for implementation of the Dynamic Schedule. If Generator Owner appoints an agent, a

written procedure will be developed that will inform the Parties as to which types of notices should be directed to the agent and provide all applicable contact information.

20. Governing Law

This Agreement and the rights and duties of the Parties relating to this Agreement shall be governed by and construed in accordance with the Federal laws of the United States of America, including but not limited to federal, and general contract law.

21. Prior Agreements; Entire Agreement

All prior agreements by or among all the Parties relating to the matters contemplated by this Agreement, whether written or oral, are superseded by this Agreement, and shall be of no further force or effect.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the dates in the signature blocks below.

DUKE ENERGY PROGRESS, LLC, as Attaining BA

By: _____

Name: _____

Title: _____

Date: _____

DUKE ENERGY CAROLINAS, LLC, as Native BA

By: _____

Name: _____

Title: _____

Date: _____

NTE CAROLINAS, LLC, as Generator Owner

By: 

Name: Michael Green

Title: Vice President

Date: 2/26/19

THE TOWN OF WINTERVILLE, NORTH CAROLINA, as Load

By: _____

Name: _____

Title: _____

Date: _____



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 13, 2019

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Ordinance Amendment for One Way street on East and West Railroad Street.

Action Requested: Approve Ordinance.

Attachment: Ordinance # 19-O-053.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2019

ABSTRACT ROUTING:

TC: 5/1/2019

FD:

TM: 5/7/2019

Final: 5/7/2019

Supporting Documentation

The attached ordinance reflects the changes to the traffic pattern on East Railroad Street from Main Street to Depot Street and West Railroad Street from Depot Street to Main Street.

Budgetary Impact: N/A.

Recommendation: Approval of Ordinance.

ORDINANCE NO. 19-O-053

**ORDINANCE AMENDING CHAPTER 74 OF THE CODE OF ORDINANCES
OF THE TOWN OF WINTERVILLE, NORTH CAROLINA**

BE IT ORDAINED by the Town Council of the Town of Winterville, North Carolina that Title VII Chapter 74 of the Code of Ordinances of the Town of Winterville is hereby amended as follows:

CHAPTER 74: TRAFFIC SCHEDULES – SCHEDULE VI: ONE-WAY STREETS.

The following streets are designated for one-way traffic only:

<i>Street</i>	<i>Location</i>	<i>Direction</i>	<i>Ordinance No.</i>
East Railroad Street	From Main Street to Depot Street	Northbound	19-O-053

<i>Street</i>	<i>Location</i>	<i>Direction</i>	<i>Ordinance No.</i>
West Railroad Street	From Depot Street to Main Street	Southbound	19-O-053

This Ordinance shall be effective upon adoption.

Adopted this the 13th day of May, 2019.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Other Items

Meeting Date: May 13, 2019

Presenter: Terri L. Parker, Town Manager.

Item to be Considered

Subject: Date and Time Reschedule for Special Called Meeting to Conduct the Town Manager's Performance Review.

Action Requested: Set a New Date and Time.

Attachment: N/A.

Prepared By: Terri L. Parker, Town Manager

Date: 5/8/2019

ABSTRACT ROUTING:

TC: 5/8/2019

FD:

TM: 5/8/2019

Final: 5/8/2019

Supporting Documentation

Council is requested to set a new date and time to hold a Special Called Meeting to conduct the Town Manager's Performance Review.

Budgetary Impact: N/A.

Recommendation: N/A.