



**TOWN COUNCIL AGENDA**

**December 9, 2019 - 7:00 P.M.**

**WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. CALL TO ORDER.**
- II. INVOCATION.**
- III. PLEDGE OF ALLEGIANCE.**
- IV. WELCOME.**
- V. APPROVAL OF AGENDA.**
- VI. INSTALLATION AND OATH OF OFFICE OF NEWLY ELECTED TOWN OFFICIALS:**
  1. Councilman Ricky Hines sworn in by Senator Don Davis.
  2. Councilman Tony Moore sworn in by the Hon. Daniel Entzminger.
  3. Councilwoman Veronica Roberson sworn in by Hon. Cheryl T. Jordan.
- VII. APPOINTMENT OF MAYOR PRO-TEM.**
- VIII. PUBLIC HEARINGS:**
  1. E & S Homes – Rezoning Request.
- IX. PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
  1. Dr. Glenn Johnson – Planning Development Project.
- X. CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
  1. Approval of the following set of Council Meeting Minutes:
    - November 12, 2019 Regular Meeting Minutes.
  2. Approval of 2020 Calendars:
    - 2020 Regular Council Meeting Calendar; and
    - FY 2020 - 2021 Budget Calendar.
  3. Schedule Public Hearing for the Annexation of Brookfield, Section 4, Phase 2 on Monday, January 13, 2020.
  4. Budget Amendment: 2019-2020-3.

**XI. OLD BUSINESS:**

1. Nobel Canal Bank Stabilization – NCDENR DWR Grant Application – Authorizing Resolution.
2. Sanitary Sewer Rehabilitation – SRF Offer and Acceptance Resolution.

**XII. NEW BUSINESS:**

1. Pedro Balderas Trust – Final Plat.
2. Comprehensive Plan Training Session.
3. District 1A Electric Territory Expansion Design and Engineering Contract.
4. 2020 Street Improvements Project Engineering Contract.

**XIII. OTHER AGENDA ITEMS:**

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

**XV. 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)
- ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (TW)
- ❖ 2018 Sewer Rehab (TW)
- ❖ Church Street Pump Station Rehabilitation (TW)
- ❖ Cemetery (BW)

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

**XVII. ANNOUNCEMENTS:**

1. Cops on the Roof: Friday, December 13<sup>th</sup> at Walmart, 210 Greenville Blvd SW, Greenville.
2. Planning and Zoning Board Meeting: Monday, December 16<sup>th</sup> @ 7:00 pm in the THAR.
3. Board of Adjustment Meeting: Tuesday, December 17<sup>th</sup> @ 7:00 pm in the THAR.
4. Shop with a Cop: Saturday, December 21<sup>st</sup>.
5. Christmas Holidays: Tuesday, December 24<sup>th</sup>, Wednesday, December 25<sup>th</sup>, and Thursday, December 26<sup>th</sup>, Town Offices Closed.
6. New Year's Day: Wednesday, January 1, 2020, Town Offices Closed.

**XVIII. 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.)*



2571 Railroad Street  
P.O. Box 1459  
Winterville, NC 28590

Phone: (252) 215-2340  
Fax: (252) 215-2450  
[www.wintervillenc.com](http://www.wintervillenc.com)

**NORTH CAROLINA  
PITT COUNTY  
TOWN OF WINTERVILLE**

**OATH OF OFFICE**

I, Ricky Hines, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Councilman, so help me God.

\_\_\_\_\_  
Ricky Hines, Town Councilman

\_\_\_\_\_  
Don Davis, Senator

December 9, 2019

\_\_\_\_\_  
Date



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**NORTH CAROLINA  
PITT COUNTY  
TOWN OF WINTERVILLE**

**OATH OF OFFICE**

I, Tony Moore, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Councilman, so help me God.

---

Tony Moore, Town Councilman

---

Daniel Entzminger, Judge

---

December 9, 2019

Date



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**NORTH CAROLINA  
PITT COUNTY  
TOWN OF WINTERVILLE**

**OATH OF OFFICE**

I, Veronica Roberson, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Councilwoman, so help me God.

---

Veronica Roberson, Town Councilwoman

---

Cheryl T. Jordan, Magistrate

---

December 9, 2019

Date



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Public Hearings

**Meeting Date:** December 9, 2019

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** E & S Homes – Rezoning Request.

**Action Requested:** Hold a Public Hearing for the Rezoning Request.

**Attachments:** Rezoning Application, Rezoning Map, Legal Description, PH Notice, Addresses of Adjacent Properties Notified, Draft Rezoning Ordinance.

**Prepared By:** Bryan Jones, Planning Director

**Date:** 11/22/2019

**ABSTRACT ROUTING:**

TC 12/3/2019

FD

TM 12/05/2019

Final tlp – 12/05/2019

**Supporting Documentation**

**Applicant:** E & S Homes, LLC.

**Location:** Chapman Street north of its intersection with Main Street.

**Parcel Number:** 04666/04665.

**Site Data:** 0.42 Acres.

**Current Zoning District:** R-6.

**Proposed Zoning District:** Central Business (CB).

**Reason for Zoning change:** Use of existing building for office.

- ❖ Planning and Zoning Board unanimously recommended approval on October 21, 2019.
- ❖ Adjacent property owners and applicant were mailed notification of the public hearing on November 22, 2019.
- ❖ PH Notice published in Daily Reflector on 11/27/19 and 12/4/19.
- ❖ Notification was posted on the site on October 2, 2019.

**Budgetary Impact:** NA.

**Recommendation:** Hold the Public Hearing.



REZONING APPLICATION  
TOWN OF WINTERVILLE

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

Staff Use Only  
Appl. # \_\_\_\_\_

**OWNERSHIP INFORMATION:**

Applicant: E & S Homes, LLC - Brandon Smith  
Address: 30608 Joe Stocks Rd. Greenville, 27858  
Phone #: 252-714-8672  
Owner: Winterville Rescue  
Address: 2579 Chapman St. Winterville  
Phone #: kick # 252-916-0135

**PROPERTY INFORMATION**

Parcel #: 041666 & 041665 Area (square feet or acres): .40  
Current Land Use: R6

Location of Property: 2579 Chapman St. Winterville NC

**ZONING REQUEST**

Existing Zoning: R6 vacant building. Requested Zoning: "CB" 28590  
Central Business

Reason for zoning change: sale of property & will be  
using general business.

**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, Winterville Rescue + EMS, 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 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.

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

Signature [Handwritten Signature] EMS Chief Date 9/17/19  
Winterville Rescue + EMS, Inc.

**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, Winterville Rescue + EMS, Inc., being the Owner of the property described herein, do hereby authorize \_\_\_\_\_ as agent for the purpose of this application.

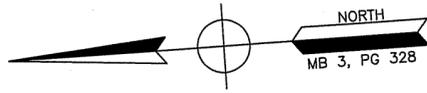
Signature [Handwritten Signature] EMS Chief Date 9/17/19  
Winterville Rescue + EMS, Inc.

Sworn to and subscribed before me, this 17<sup>th</sup> day of September, 2019.

[Handwritten Signature]  
Notary Public

My Commission Expires:  
6/4/2023





**R-6**  
**SELMA FORREST DIVISION**  
 MB 3, PG 328

(5)

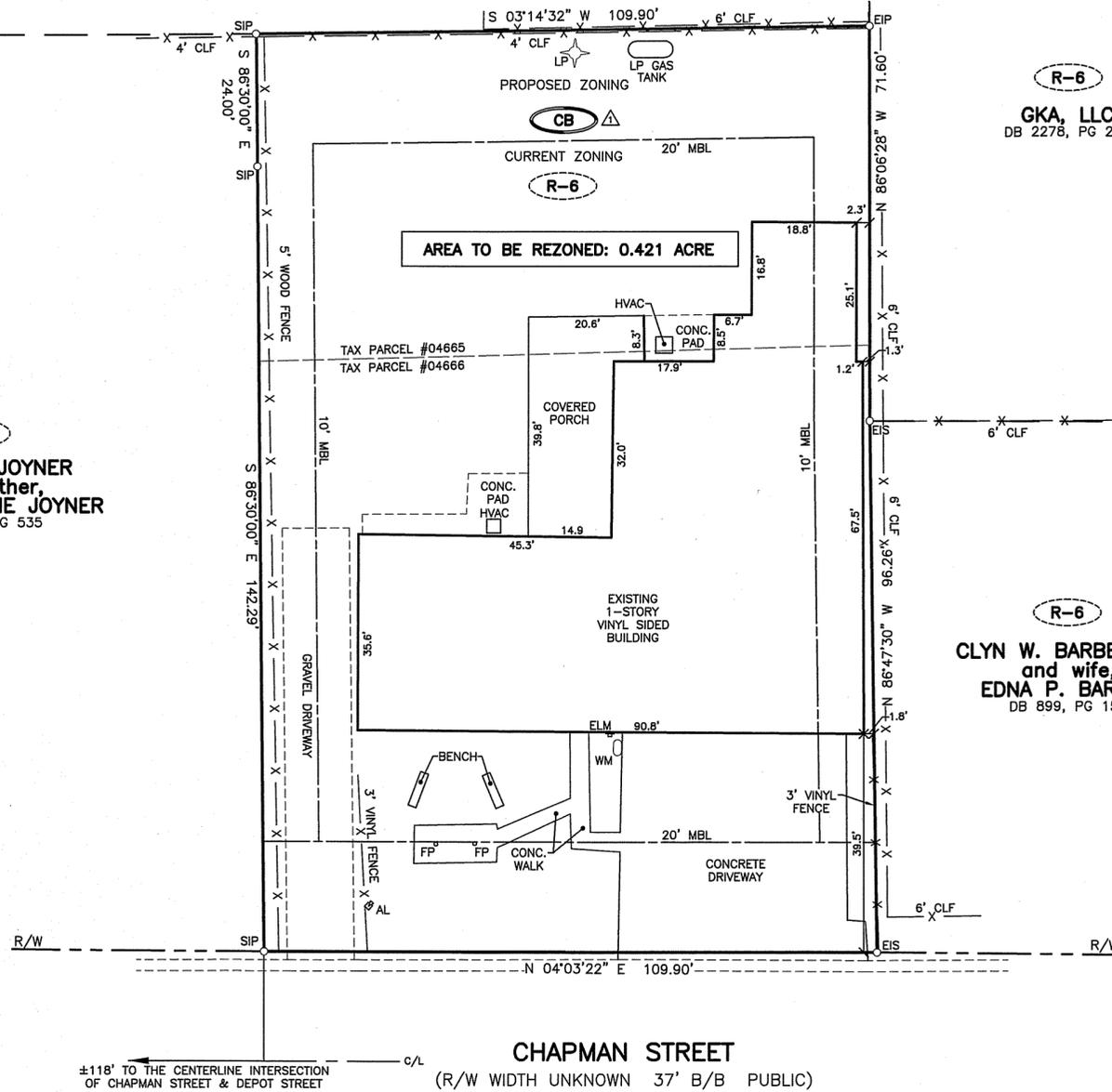
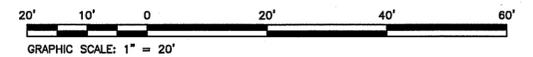
**R-6**  
**JOEY LEE JOYNER**  
**and brother,**  
**MICHAEL WAYNE JOYNER**  
 DB 3248, PG 535

**R-6**  
**GKA, LLC**  
 DB 2278, PG 277

**R-6**  
**CLYN W. BARBER, JR.**  
**and wife,**  
**EDNA P. BARBER**  
 DB 899, PG 156

**VICINITY MAP**

- LEGEND**
- R/W = RIGHT-OF-WAY
  - EIP = EXISTING IRON PIPE
  - EIS = EXISTING IRON STAKE
  - SIP = SET IRON PIPE
  - FP = FLAG POLE
  - LP = LIGHT POLE
  - CONC = CONCRETE
  - CLF = CHAIN LINK FENCE
  - ELM = ELECTRIC METER
  - WM = WATER METER
  - C/L = CENTERLINE
  - AL = AREA LIGHT
  - HVAC = HEATING, VENTILATION, AIR CONDITIONING
  - MBL = MINIMUM BUILDING LINE
  - = NOT TO SCALE
  - = ZONING EXISTING
  - = ZONING PROPOSED



±118' TO THE CENTERLINE INTERSECTION OF CHAPMAN STREET & DEPOT STREET  
 C/L  
**CHAPMAN STREET**  
 (R/W WIDTH UNKNOWN 37' B/B PUBLIC)

PARCEL# 04666  
 TAX MAP# 4675-41-2180  
 PARCEL# 04665  
 TAX MAP# 4675-41-3165

SHEET 1 OF 1  
**REZONING MAP**

FOR  
**E&S HOMES, LLC**  
 A PORTION OF LOT(S) 7, 8 & 10, SELMA FORREST DIVISION  
 REFERENCE: MAP BOOK 3, PAGE 328 OF THE  
 PITT COUNTY REGISTER OF DEEDS  
**WINTERVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.**  
 OWNER: **WINTERVILLE RESCUE & EMS, INC.**  
 ADDRESS: P.O. BOX 1459  
 WINTERVILLE, NC 28590  
 PHONE: 252-756-2515

	SURVEYED: JGP	APPROVED: MWB
	DRAWN: JGG	DATE: 09/25/19
CHECKED: MWB	SCALE: 1" = 20'	

**GENERAL NOTES**

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS IS A SURVEY OF EXISTING PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE: PITT COUNTY FIRM 3720467500K, DATED JULY 7, 2014.
4. REFERENCE: DEED BOOK 177, PAGE 42 & DEED BOOK 3248, PAGE 535 OF THE PITT COUNTY REGISTER OF DEEDS.

△ REVISED: 9-26-19 (CLIENT COMMENTS) (JGG)  
 CHANGED GB ZONING TO CB ZONING

<b>CLOSURE CHECK BOUNDARY</b>	
CHECKED: JGG	DATE: 09/25/19

I, JOHN G. GETSINGER, JR., HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000.

WITNESS MY HAND AND SEAL THIS  
 25th DAY OF SEPTEMBER, 2019.



JOHN G. GETSINGER, JR., PLS L-4508

**LEGAL DESCRIPTION OF PROPERTY  
TO BE REZONED FROM R-6 TO GB  
E&S HOMES, LLC  
WINTERVILLE, WINTERVILLE TOWNSHIP, PITT, NC  
SEPTEMBER 25, 2019**

Beginning at a point on the eastern right-of-way of Chapman Street, said point being the southwestern corner of the Joey Lee Joyner and brother, Michael Wayne Joyner Property as described in Deed Book 3248, Page 535 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Leaving the eastern right-of-way of Chapman Street, S 86°30'00" E 166.29', thence S 03°14'32" W 109.90', thence N 86°06'28" W 71.60', thence N 86°47'30" W 96.26' to an existing iron stake on the eastern right-of-way of Chapman Street, thence with the eastern right-of-way of Chapman Street, N 04°03'22" E 109.90' to the point of beginning containing 0.421 acre.

**NOTICE OF PUBLIC HEARING  
Town of Winterville**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on Monday, December 9, 2019 at 7:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, to hold a Public Hearing on the following proposal:

A proposal to rezone Parcels 04666 and 04665, owned by Winterville Rescue & EMS, Inc. from R-6 to Central Business (CB) zoning district. The purpose of the Central Business District (CB) is to maintain and enhance a compact business area for the retailing of durable and convenience goods and personal services for the surrounding community.

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection during normal business hours (8:00 am to 5:00 pm) Monday through Friday.

Persons having an interest in this matter and desiring to speak either for or against the requested rezoning are invited to be present and will be given the opportunity to be heard. For further information, contact the Winterville Planning Department at (252) 215-2358.

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**Notes to Publisher:**

Susan Harris  
[sharris@apqenc.com](mailto:sharris@apqenc.com)  
(252) 329-9505

Subject: Winterville Pubic Hearing – Winterville Rescue & EMS, Inc. Rezoning.

Please place the above block advertisement in the Daily Reflector on Wednesday, November 27, 2019 and Wednesday, December 4, 2019. Should you have any questions please contact me.

**Please forward the invoice and Affidavit of Publication to me to assist with payment.**

Thanks,

Donald Harvey, Town Clerk  
Town of Winterville  
2571 Railroad Street/PO Box 1459  
Winterville, NC 28590  
(252) 215-2344 – Phone  
[don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com)

Clyn Willard Barber, Jr.  
Edna Paramore Barber  
2490 Red Forbes Road  
WINTERVILLE NC 28590

Bonnie Lee Morris  
Belvin Maynard Tucker, Jr  
2570 Chapman Street  
Winterville, NC 28590

Soddy & Soddy Properties, LLC  
5351 Reedy Branch Road  
Winterville, NC 28590

GKA, Inc  
PO Box 611  
Winterville, NC 28590

Linda Brock Best  
David Earl Brock Heirs  
134 Howard Blvd  
Newport, NC 28570

E & S Homes, LLC  
3068 Joe Stocks Road  
Greenville, NC 27858

Harvey Lee Joyner Life Estate  
Barbara Hines Joyner Life Estate  
104 Depot Street  
Winterville, NC 28590

Evelyn Jarvis Branch  
PO Box 316  
Winterville, NC 28590

MAILED ON  
11/22/19

**AN ORDINANCE TO AMEND CHAPTER 155  
ZONING ORDINANCE OF THE  
CODE OF ORDINANCES OF THE  
TOWN OF WINTERVILLE, NORTH CAROLINA  
OFFICIAL ZONING MAP**

WHEREAS, E & S Homes, LLC has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of the property described herein of R-6 District to Central Business District (CB); and

WHEREAS, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 7:00 p.m. on December 9, 2019, after due notice publication on November 27, 2019 and December 4, 2019; and

WHEREAS, due notice of said public hearing was also given by first class mail to the owners of all parcels, as shown on the County Tax Records, adjoining the parcel under consideration, certification of which has been to the Winterville Town Council; and

WHEREAS, due notice of said public hearing was also given by posting a rezoning request notice on the subject property;

WHEREAS, the Winterville Town Council finds that the proposed rezoning is in compliance with the Town of Winterville's Comprehensive Land Use Plan;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Winterville, North Carolina that:

**Section 1.** The Town Of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from R-6 District to Central Business District (CB):

*E & S Homes, LLC, a 0.42 acre tract land located on the **east side of Chapman Street, Tax Parcels 04666 and 04665**, and being more particularly described on the attached legal description provided below:*

**LEGAL DESCRIPTION OF PROPERTY  
REZONED FROM AR TO OI  
ACES FOR AUTISM  
WINTERVILLE TOWNSHIP, PITT, NC**

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

Beginning at a point on the eastern right-of-way of Chapman Street, said point being the southwestern corner of the Joey Lee Joyner and brother, Michael Wayne Joyner Property as described in Deed Book 3248, Page 535 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Leaving the eastern right-of-way of Chapman Street, S 86°30'00" E 166.29', thence S 03°14'32" W 109.90', thence N 86°06'28" W 71.60', thence N 86°47'30" W 96.26' to an existing iron stake on the eastern right-of-way of Chapman Street, thence with the eastern right-of-way of Chapman Street, N 04°03'22" E 109.90' to the point of beginning containing 0.421 acre.

End of Legal Description

**Section 2.** This action shall be shown on the Official Zoning Map.

**Section 3.** This ordinance shall become effective upon adoption.

Adopted this 9<sup>th</sup> day of December, 2019.

---

Douglas A. Jackson, Mayor

ATTEST:

---

Donald Harvey, Town Clerk



## TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Town Council Meeting Date Requesting to Provide Comment: \_\_\_\_\_

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

Name(s) of Speaker(s):

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

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

\_\_\_\_\_  
Signature



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Consent Agenda

**Meeting Date:** December 9, 2019

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Council Meeting Minutes.

**Action Requested:** Approval of Minutes.

**Attachment:** Draft Minutes of the Council Meeting listed below.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 11/27/2019

**ABSTRACT ROUTING:**

TC 12/2/2019

FD

TM 12/5/2019

Final tlp – 12/5/2019

**Supporting Documentation**

Approval of the following set of Council Meeting Minutes:

- November 12, 2019 Regular Council meeting.

**Budgetary Impact:** NA.

**Recommendation:** Approval of Minutes.



**Winterville Town Council  
November 12, 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 Pro Tem Mark Smith presiding. The following were present:

Douglas A. Jackson, Mayor (absent due to illness)  
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 Pro Tem Smith called the meeting to order.

**INVOCATION:** Councilwoman Roberson gave the Invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Smith led everyone in the Pledge of Allegiance.

**WELCOME:** Mayor Pro Tem Smith welcomed the public.

**APPROVAL OF AGENDA:**

Town Manager Parker noted the addition of a Closed Session to the Agenda.

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

**PUBLIC HEARINGS:**

Mahmoud Atiyha Property (Parcel 85713) - Annexation - Planning Director Jones gave the following presentation:



## Public Hearing

November 12, 2019



Mayor Pro Tem Smith declared the public hearing open, asked if anyone would like to speak in favor of the annexation request. No one spoke in favor of the annexation.

Mayor Pro Tem Smith asked if anyone would like to speak in opposition of the annexation request. No one spoke in opposition of the annexation.

Mayor Pro Tem Smith 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 approve the annexation of the Mahmoud Atiyha Property (Parcel 85713). Motion carried unanimously, 5-0.**

Janet Hare and Joan Neitz Property – Rezoning Request - Planning Director Jones gave the following presentation:

## Janet Hare and Joan Neitz Property Rezoning Request

Presenter:  
Bryan Jones,  
Planning Director



- Applicant: Rocky Russell Development, LLC
- Location: Reedy Branch Road south of its intersection with Davenport Farm Road
- Parcel Number: 13889
- Site Data: 19.74 Acres
- Current Zoning District: AR
- Proposed Zoning District: R-6 CUD



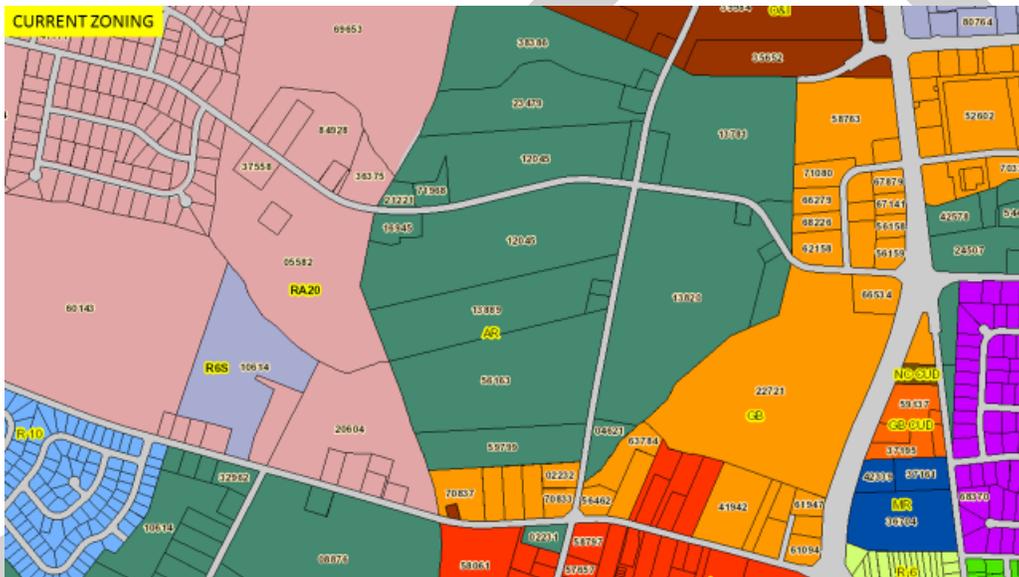
- Reason for zoning change request: To allow development of a subdivision with construction of duplex residences.
- Conditions:
  1. Minimum lot dimensions 82' wide X 110' deep (9,020 sq ft lots)
  2. One and two story duplexes
  3. Brick or stone will be placed on part of front elevation. Vinyl on sides/rear/front partial.
  4. 70% with single car garages.
  5. Building square footage will not be less than 1100 square feet per side.
  6. A HOA will be established and the HOA will maintain all lawns (fenced in areas to be maintained by homeowner), and entrance to areas to subdivision.



NOTIFICATIONS:

- Adjacent property owners were mailed notification of the rezoning request on October 28, 2019.
- PH Notice was published in the Daily Reflector on October 30, 2019 and November 4, 2019
- Notification was posted on the site on August 28, 2019.
- ❖ (Additional notifications were sent out prior to the September 16, 2019 P&Z Meeting)







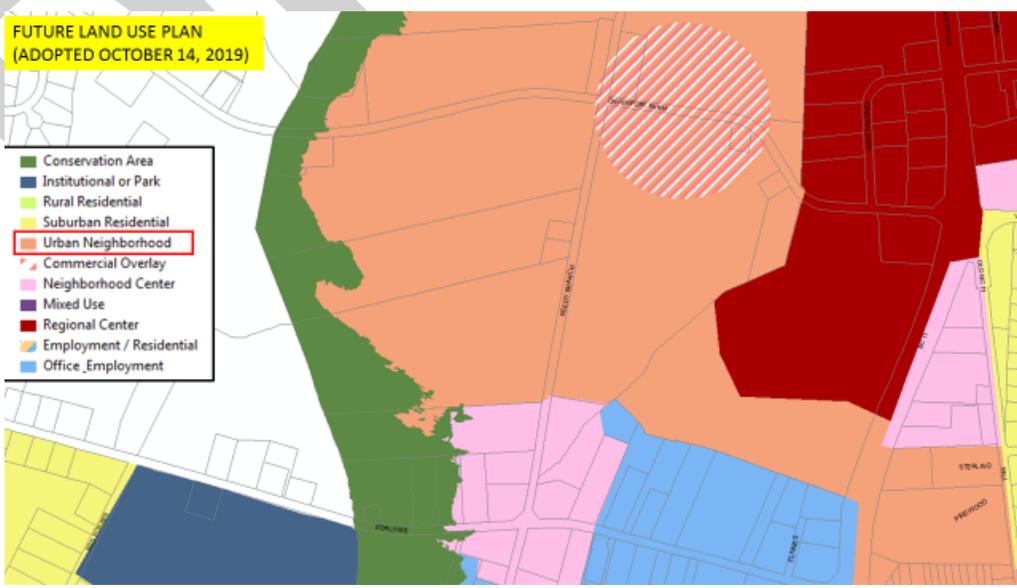
Town of  
**WINTERVILLE**  
*A slice of the good life!*

Hare and Neitz – Rezoning Request

**Future Land Use Category: “Commercial – Residential Transition”**

This category represents undeveloped areas that adjoin or are in close proximity to commercial, industrial and/or office and institutional areas. Properties within this category may be suitable for a wide range of possible land uses, providing that such uses are appropriately located and arranged with respect to one another.

The general intent of this category is to provide for a gradual transition of land uses placing higher intensity uses along thoroughfares and/or adjacent to existing higher intensity uses and transitioning into lower intensity uses as you proceed away from these areas. This strategy seeks to prevent incompatibility among adjacent land uses.



FUTURE LAND USE CHARACTER AREA



Urban Neighborhood

**General Character**

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

Typical Components	
Density	3-8 per acre
Lot coverage	Medium
Building height	1.5-3 stories
Parking	On- and off-street; front, side, rear, or alley-loaded
Street pattern	Suburban to urban grid
Right-of-way width	50'-60', less for alleys
Block length	600'-800'
Drainage	Curb-and-gutter
Bicycle/Pedestrian	Sidewalk (both sides)
Open Space	5-10%, more formal including plazas, greens and other common areas
Potential zoning	R-12.5, R-10, R-8, possibly also NB*, R-6, or M-R

\*A Neighborhood Business zoning district is recommended on page 60.

**Uses**

Small-lot single family detached residential dom-

inates (with lots of approx. 6,000 to 10,000 sq ft), but duplexes or townhomes may be appropriate if design criteria are met to protect neighborhood character. Some small-scale service or office uses may be appropriate at select locations.



**Buildings & Parking**

Buildings are closer to the street, some side- and alley-loaded developments may be close to the sidewalk. Parking at nonresidential uses should be in the rear, to preserve walkability. On-street parking should be provided if densities exceed 4 dwelling units per acre or lot frontage of less than 50 feet per home.



**Streets & Connections**

Low- to medium-volume streets prioritize pedestrians. Street trees soften the streetscape. Connections to adjacent properties and neighborhoods are frequent.



Examples of Urban Neighborhood.

Town of **WINTERVILLE**  
*A slice of the good life!*

Hare and Neitz – Rezoning Request

- Planning Staff finds the request is reasonable and in the public interest because the proposed zoning district is compatible with surrounding land uses and the future land use plan.
- Staff recommends approval of the request to rezone 19.74 acres from AR to R-6 CUD.



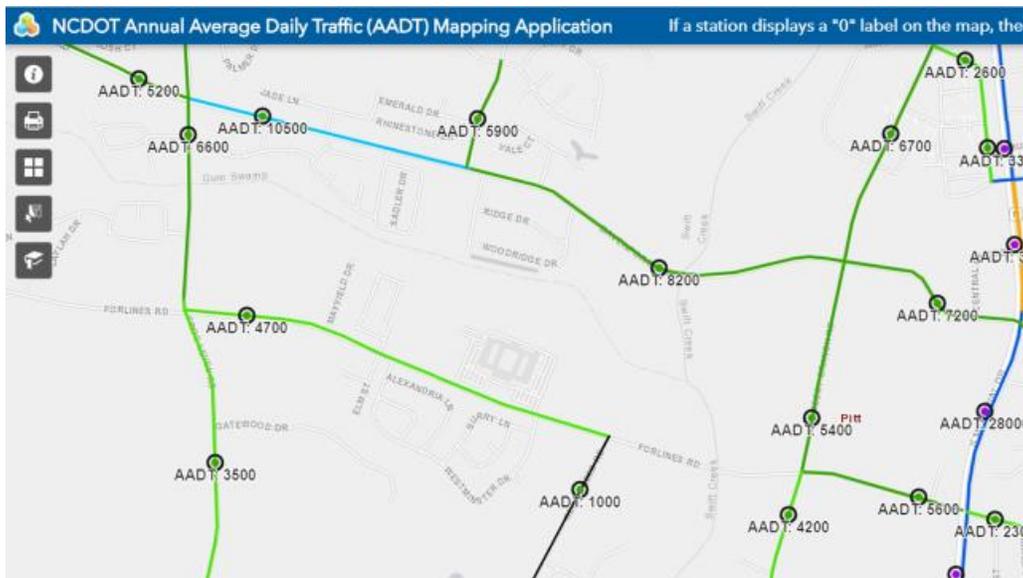
Town of **WINTERVILLE**  
*A slice of the good life!*

Hare and Neitz – Rezoning Request

REZONING PROCESS:

- Planning and Zoning Board recommended denial of the request on September 16, 2019.
- Town Council is will now hold a public hearing regarding this request.





Town of  
**WINTERVILLE**  
*A slice of the good life!*

Hare and Neitz – Rezoning Request

# Public Hearing

## November 12, 2019

Council had general questions for Planning Director Jones.

Mayor Pro Tem Smith declared the public hearing open, asked if anyone would like to speak in favor of the plan.

Lynwood Stroud, Engineer for the developer, spoke about the conditions of the quality of the proposed development. Rocky Russell, developer, spoke about the development of the duplex homes, other requirements, agreements, and traffic issues. Council directed some questions to Mr. Russell and staff. Katy Hagan Moore spoke with an avid interest from the medical community need for this type development. She also read a letter from Ms. Janet Hare, property owner.

Doug Kilian spoke about the proposal following the conditions of the new Comprehensive Plan guidelines.

Mayor Pro Tem Smith asked if anyone would like to speak in opposition of the plan. Kevin Little, representing the Little families, prefer larger single-family homes. Graydon Tripp, owes land in area, prefer single-family homes with larger lots. Judy Bowen, lives on Davenport Farm Road, prefers single-family homes and concern for traffic.

Mayor Pro Tem Smith 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 Moyer to deny the rezoning request for the Janet Hare and Joan Neitz Property. The motion carried 3-2, Mayor Pro Tem Smith, Councilman Moyer and Councilman Moore voted in favor. Councilwoman Roberson and Councilman Hines opposed.**

**PUBLIC COMMENT:** Mayor Pro Tem Smith read the Public Comment Policy.

1. Debbie Avery, Winterville Chamber – Brunch Bill

**CONSENT AGENDA:**

Items included in the Consent Agenda:

1. Approval of the following set of Council Meeting Minutes:
  - October 14, 2019 Regular Meeting Minutes.
2. Schedule Public Hearing for E & S Homes – Rezoning Request.
3. Direct Town Clerk to Investigate the Sufficiency of Annexation - Brookfield, Section 4, Phase 2.
4. Resolution Designation of Applicants Agent.
5. Budget Amendment: 2019-2020-2.

**Motion made by Councilman Moyer and seconded by Councilwoman Roberson to approve the consent agenda. The motion carried unanimously, 5-0.**

**OLD BUSINESS:**

Nobel Canal Bank Stabilization – Investigation of opportunities and funding sources. Assistant Town Manager Williams gave a presentation summarizing the options contacted for possible funding sources. Asked Council for direction. Council directed questions to Assistant Town Manager Williams concerning options and possibilities of funding. Council commented on various issues relating to the problems on Nobel Canal.

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

**Motion made by Councilwoman Roberson and seconded by Councilman Moyer to make Nobel Canal Bank Stabilization from Mill Street to Chapman Street a priority in the 2020-2021 budget. The motion failed 2-3, Councilman Moyer and Councilwoman Roberson voted in favor. Mayor Pro Tem Smith, Councilman Moore and Councilman Hines opposed.**

**Motion made by Councilman Moore and seconded by Councilwoman Roberson to apply for the NCDENR, Division of Water Resources, Water Resource Project Development Program grant. The motion carried 4-1, Councilman Moore, Councilwoman Roberson, Councilman Moyer, and Mayor Pro Tem Smith voted in favor. Councilman Hines opposed.**

**NEW BUSINESS:**

Proposed Ordinance for Reconsideration of Brunch Bill. Town Clerk Harvey presented the corrected Ordinance for discussion and consideration.

**ORDINANCE NO. 19-O-111**

**AN ORDINANCE TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES BEFORE NOON ON SUNDAYS AT LICENSED PREMISES**

**WHEREAS**, on June 29, 2017, the North Carolina General Assembly enacted Senate Bill 155, entitled "An Act to Make Various Changes to the Alcoholic Beverage Control Commission Laws"; and

**WHEREAS**, Section 4 of Ratified Senate Bill 155 authorizes city and county governments to adopt an ordinance to allow alcohol sales beginning at 10:00 am on Sundays; and

**WHEREAS**, Ratified Senate Bill 155 was signed into law by Governor Roy Cooper on the 30th day of June, 2017 and became effective on that date (Session Law 2017, Chapter 87); and

**WHEREAS**, by enacting Senate Bill 155, North Carolina joins 47 other States in allowing alcohol service before noon on Sunday; and

**WHEREAS**, Sunday morning alcohol service will allow the hospitality community and retail merchants in our community to meet the needs of their customers; and

**WHEREAS**, Sunday morning alcohol service will benefit our small business community, bring people into business districts earlier in the day, and generate increased tax revenues; and

**WHEREAS**, our community has a diverse and growing population with different religious beliefs, each of which has various times and multiple days for worship;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of Winterville, North Carolina that:

**Section 1.** Pursuant to the authority granted by S.L. 2017-87 any establishment located in the corporate limits of the Town of Winterville and holding an ABC permit issued pursuant to G.S. 188 - 1001 is permitted to sell beverages allowed by its permit beginning at 11:00 am on Sundays.

**Section 2.** All laws and clauses of law in conflict herewith are repealed to the extent of any such conflict.

**Section 3.** This Ordinance shall be effective upon adoption.

Adopted this the 12<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Mark Smith, Mayor Pro-Tem

ATTEST:

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

**Motion made by Councilman Moore and seconded by Councilwoman Roberson not to approve the Brunch Bill Ordinance.**

All members of Council made comments relative to the Brunch Bill.

**The motion failed 2-3, Councilman Moore and Councilwoman Roberson voted in favor. Mayor Pro Tem Smith, Councilman Moye and Councilman Hines opposed.**

Council made additional comments relative to the Brunch Bill.

**Motion made by Councilman Hines to approve the Brunch Bill Ordinance to allow alcohol sales beginning at 10:00 am on Sundays.**

Discussion followed relative to the time according to the statute and discussions of the requested time. Councilman Hines changed his motion as follows.

**Motion made by Councilman Hines and seconded by Councilman Moye to approve Brunch Bill Ordinance to allow alcohol sales beginning at 11:00 am on Sundays. The motion carried 3-2, Mayor Pro Tem Smith, Councilman Moye and Councilman Hines voted in favor. Councilman Moore and Councilwoman Roberson opposed.**

**OTHER AGENDA ITEMS:**

None

**ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:**

Councilman Hines mentioned need for Council training. Town Manager Parker will get back with Council on different types and kinds available.

**REPORTS FROM DEPARTMENT HEADS:**

1. Assistant Manager Williams updated 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)
  - ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (TW)
  - ❖ 2018 Sewer Rehab (TW)
  - ❖ Church Street Pump Station Rehabilitation (TW)

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

**Attorney Lassiter:** Reminder of closed session to follow.

**Councilman Moore:** Thanks to all for the Veterans Day event and those that helped.

**Councilwoman Roberson:** Suddenlink wires on Boyd Street need attention. Thanks for the citizens for reelection.

**Councilman Hines:** Thanks to citizens for reelection and to all our Veterans.

**Councilman Moye:** Asked about letter to NCDOT concerning stakes, owners can remove. Thanks to candidates and those reelected.

**Mayor Pro-Tem Smith:** Congratulations to reelected officials and the Ruritan Club for the Veterans Day event.

**Manager Parker:** Thanks to returning Council and the Halloween event and the Park dedications. Thanks for the opportunity to attend the largest ICMA conference.

**ANNOUNCEMENTS:**

1. Planning and Zoning Board Meeting: Monday, November 18<sup>th</sup> @ 7:00 pm in THAR.
2. Board of Adjustment Meeting: Tuesday, November 19<sup>th</sup> @ 7:00 pm in THAR.
3. Christmas Market, Parade, Tree Lighting, and Council Reception: Saturday, November 23<sup>rd</sup> from 1:00 pm – 8:00 pm.
4. Thanksgiving Holidays: Thursday, November 28<sup>th</sup> and Friday, November 29<sup>th</sup>, Town Offices Closed.

**Motion made by Councilman Moore and seconded by Hines Councilman to adjourn into Closed Session. Motion carried unanimously, 5-0. Meeting adjourned at 8:23 pm.**

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

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded. (Update on a Legal Matter).

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

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

**ADJOURN: Motion made by Councilwoman Roberson and seconded by Councilman Hines to adjourn regular meeting. Motion carried unanimously, 5-0. Meeting adjourned at 8:45 pm.**

Adopted this the 9<sup>th</sup> day of December, 2019.

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Douglas A. Jackson, Mayor, Mayor

ATTEST:

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Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Consent Agenda

**Meeting Date:** December 9, 2019

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** 2020 Regular Meeting Calendar and FY 2020-2021 Budget Calendar.

**Action Requested:** Approval of Calendars.

**Attachment:** Draft Calendars.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 11/27/2019

**ABSTRACT ROUTING:**

TC 12/2/2019

FD

TM 12/5/2019

Final ttp – 12/5/2019

**Supporting Documentation**

The following calendars have been included for Council's review and approval:

- 2020 Council Regular Meeting Calendar, and
- FY 2020 - 2021 Budget Calendar.

**Budgetary Impact:** NA.

**Recommendation:** Approval of Calendars.



# TOWN COUNCIL 2020 MEETING CALENDAR

DATE	DESCRIPTION	TIME	LOCATION
<b>Monday, January 13, 2020</b>	Regular Council Meeting	7:00 pm	THAR
<b>Monday, February 10, 2020</b>	Regular Council Meeting	7:00 pm	THAR
<b>Monday, March 9, 2020</b>	Regular Council Meeting	7:00 pm	THAR
<b>Monday, April 13, 2020</b>	Regular Council Meeting	7:00 pm	THAR
<b>Monday, May 11, 2020</b>	Regular Council Meeting	7:00 pm	THAR
<b>Monday, June 8, 2020</b>	Regular Council Meeting	7:00 pm	THAR
<b>Monday, July 13, 2020</b>	<b>NO MEETING</b>	<b>NA</b>	<b>NA</b>
<b>Monday, August 10, 2020</b>	Regular Council Meeting	7:00 pm	THAR
<b>Monday, September 14, 2020</b>	Regular Council Meeting	7:00 pm	THAR
<b>Monday, October 12, 2020</b>	Regular Council Meeting	7:00 pm	THAR
<b>Monday, November 9, 2020</b>	Regular Council Meeting	7:00 pm	THAR
<b>Monday, December 14, 2020</b>	Regular Council Meeting	7:00 pm	THAR

**THAR: Town Hall Assembly Room  
2571 Railroad Street  
Winterville, NC 28590**

Adopted by Council – 12/9/2019



# TOWN OF WINTERVILLE

## FY 2020-2021

### BUDGET CALENDAR

DATE	DESCRIPTION	TIME	LOCATION
<b>Monday, January 27, 2020</b>	Town Council Retreat/Budget Update/Establishment of 2020-2021 Priorities	5:30 pm	DEPOT
<b>Monday, February 24, 2020</b>	Distribution of Budget Worksheets to Management Team	NA	TMGR OFFICE
<b>Friday, March 27, 2020</b>	Management Team Recommendations Due	NA	TMGR OFFICE
<b>Monday, April 27, 2020</b>	Town Council & Manager Progress Meeting	5:30 pm	THECR
<b>May 11-15, 2020</b>	Manager Review with Management Team	NA	TMGR OFFICE
<b>Thursday, May 22, 2020</b>	Hand delivery of the Recommended Budget	NA	NA
<b>Tuesday, May 26, 2020</b>	Town Council Budget Work Sessions	6:00 pm	DEPOT
<b>Wednesday, May 26, 2020</b>	Town Council Budget Work Sessions	6:00 pm	DEPOT
<b>Monday, June 1, 2020</b>	Public Hearing	7:00 pm	THAR
<b>Monday, June 8, 2020</b>	Adoption of the FY 2020-2021 Budget Ordinance	7:00 pm	THAR
<b>Wednesday, July 1, 2020</b>	Fiscal Year Begins	NA	NA

**THAR:**  
Town Hall Assembly Room  
2571 Railroad Street  
Winterville, NC 28590

**THECR:**  
Executive Conference Room  
2571 Railroad Street  
Winterville, NC 28590

**WCR:**  
Winterville Community Room  
2571 Railroad Street  
Winterville, NC 28590

**DEPOT:**  
Winterville Train Depot  
217 Worthington Street  
Winterville, NC 28590

Approved by Council - 12/9/2019  
Please NOTE the times of the meetings vary.



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Consent Agenda

**Meeting Date:** December 9, 2019

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Brookfield, Section 4, Phase 2 – Annexation.

**Action Requested:** Schedule Public Hearing on Monday, January 13, 2019.

**Attachments:** Certification of Sufficiency, Annexation Petition, Annexation Map, Legal Description.

**Prepared By:** Bryan Jones, Planning Director

**Date:** 11/25/2019

**ABSTRACT ROUTING:**

TC 12/2/2019

FD

TM 12/05/2019

Final tip 12/05/2019

**Supporting Documentation**

The property owner of a portion of Parcel 25766 (Brookfield, Section 4, Phase 2) is applying for annexation into the Town limits.

**Brookfield, Section 4, Phase 2:**

**Location:** Laurie Ellis Road west of its intersection with Old Tar Road.

**Size:** 12.535 Acres.

**Zoned:** R-10 CUD.

**Annexation Process:**

1<sup>st</sup> Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (11/12/19).

2<sup>nd</sup> Council Meeting: Schedule a Public Hearing for the Annexation (12/9/19).

3<sup>rd</sup> Council Meeting: Hold Public Hearing on the Annexation (1/13/20).

**Budgetary Impact:** NA

**Recommendation:** Direct Town Clerk to Investigate Sufficiency.

**CERTIFICATE OF SUFFICIENCY**

**BROOKFIELD SECTION 4 PHASE 2**

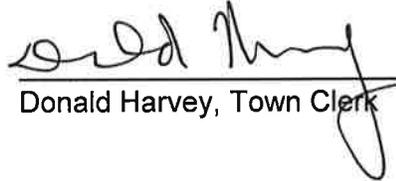
To the Town Council of the Town of Winterville, North Carolina:

I, Donald Harvey, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described herein, in accordance with NCGS 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 14<sup>th</sup> day of November, 2019.

ATTEST:



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

**PETITION REQUESTING ANNEXATION**

Date: 12/02/2019

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

1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.

2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

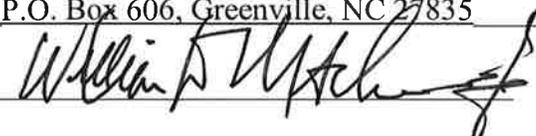
Description

Beginning at a point on the northern right-of-way of NCSR 1713 (Laurie Ellis Road), said point being the southeastern corner of the Town of Winterville Property as described in Deed Book 2803, Page 192 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Leaving the northern right-of-way of NCSR 1713 (Laurie Ellis Road), N 07°52'51" E 197.59', thence S 87°05'39" E 1,088.91', thence N 09°55'25" E 128.00', thence S 51°49'02" E 182.02', thence S 34°40'07" W 26.83', thence S 55°19'53" E 60.00', thence S 47°54'15" E 134.55', thence S 42°05'45" W 186.80', thence S 32°12'47" E 246.81' to a point on the southern right-of-way of NCSR 1713 (Laurie Ellis Road), thence with the southern right-of-way of NCSR 1713 (Laurie Ellis Road), S 81°21'39" W 56.34', S 84°19'25" W 51.53', S 87°18'38" W 51.55', N 89°45'12" W 51.50', N 86°51'11" W 51.56', N 83°37'20" W 51.68', N 80°21'59" W 51.62', N 77°27'14" W 51.09', N 76°03'57" W 50.54' and N 75°12'04" W 998.80', thence crossing the right-of-way of NCSR 1713 (Laurie Ellis Road), N 07°52'51" E 60.46' to the point of beginning containing 12.535 acres and being a portion of the property described in Deed Book 3573, Page 522 of the Pitt County Register of Deeds.

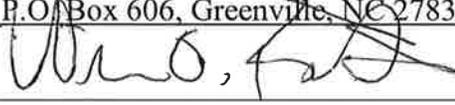
Name William D. Mitchum, Jr., Member/Manager, Cooper Island Development, LLC

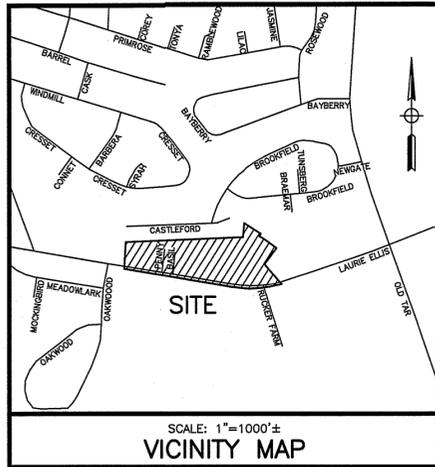
Address P.O. Box 606, Greenville, NC 27835

Signature 

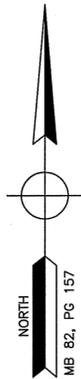
Name William O. Kuhn, II, Member/Manager, Cooper Island Development, LLC

Address P.O. Box 606, Greenville, NC 27835

Signature 



SCALE: 1"=1000'±  
VICINITY MAP



NORTH  
MB 82, PG 157

SINGLE-FAMILY  
SHANNON DANIELS  
and PAULA L. TYRE  
DB 3415, PG 389  
MB 71, PG 191

**LEGEND**

R/W = RIGHT-OF-WAY  
EIP = EXISTING IRON PIPE  
SIP = SET IRON PIPE

**LEGEND**

NEW CITY LIMIT LINE = \_\_\_\_\_  
OLD CITY LIMIT LINE = - - - - -  
CITY LIMIT LINE = - - - - -

**CERTIFICATION**

THIS IS TO CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL FIELD LAND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINE; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

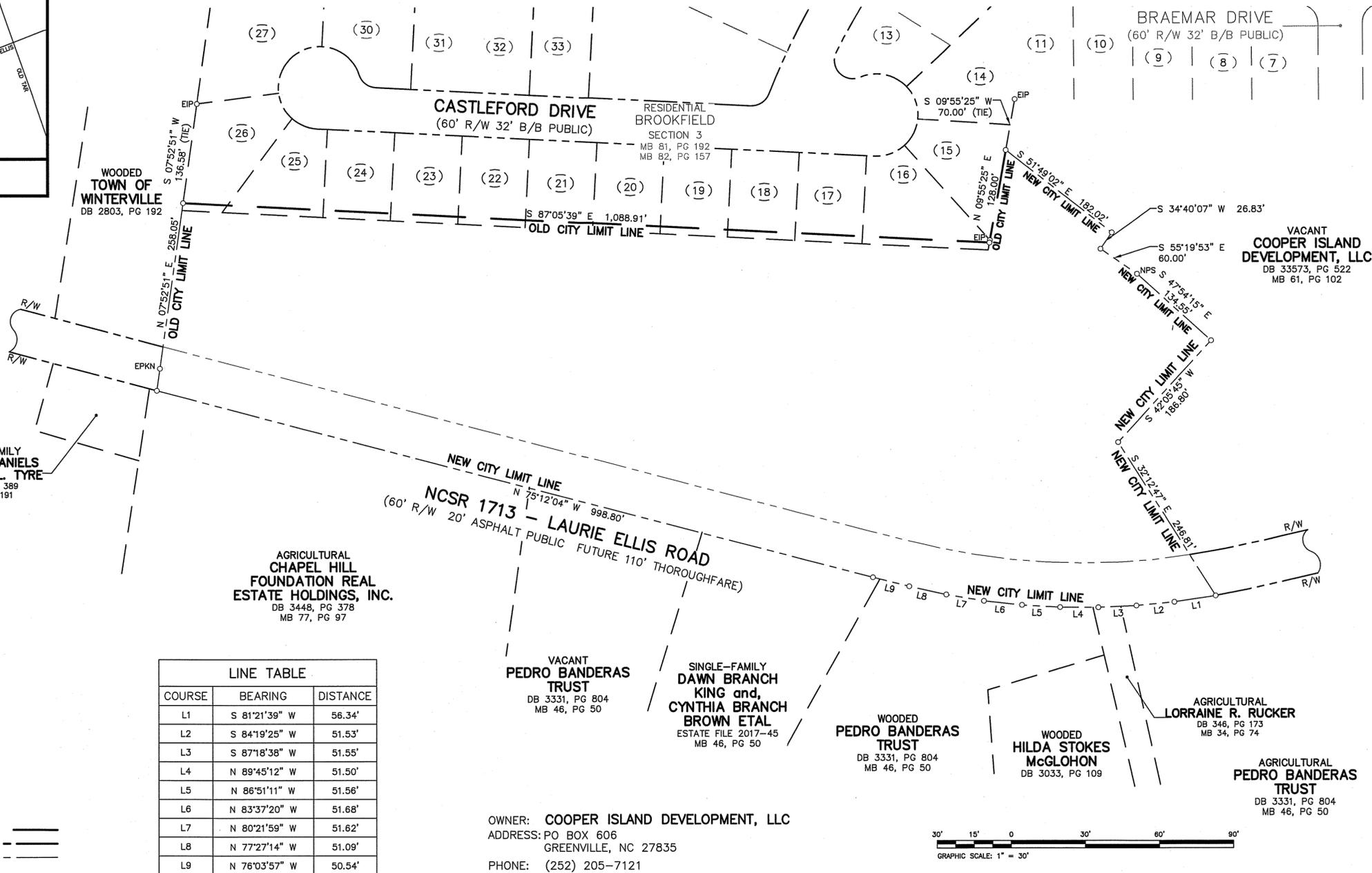
WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MICHAEL WEST BALDWIN, PLS L-3082



**GENERAL NOTES**

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS OF A SURVEY THAT IS OF ANOTHER CATEGORY.
3. REFERENCE: A PORTION OF A PROPERTY AS DESCRIBED IN DEED BOOK 3573, PAGE 522 OF THE PITT COUNTY REGISTER OF DEEDS.
4. IRON PIPES TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.



LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 81°21'39" W	56.34'
L2	S 84°19'25" W	51.53'
L3	S 87°18'38" W	51.55'
L4	N 89°45'12" W	51.50'
L5	N 86°51'11" W	51.56'
L6	N 83°37'20" W	51.68'
L7	N 80°21'59" W	51.62'
L8	N 77°27'14" W	51.09'
L9	N 76°03'57" W	50.54'

OWNER: COOPER ISLAND DEVELOPMENT, LLC  
ADDRESS: PO BOX 606  
GREENVILLE, NC 27835  
PHONE: (252) 205-7121

GRAPHIC SCALE: 1" = 30'

A PORTION OF PARCEL #25766  
TAX MAP #4674-97-7236

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

ORDINANCE NO. \_\_\_\_\_ AREA 12.535 AC.

ACCEPTED FOR THE TOWN OF WINTERVILLE

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

ANNEXATION MAP FOR  
**BROOKFIELD**

SECTION 4, PHASE 2

REFERENCE: A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 3573, PAGE 522 OF THE PITT COUNTY REGISTER OF DEEDS  
**WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.**

<b>Baldwin Design Consultants, PA</b> LICENSE # C-3498 ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390	SURVEYED: BW DRAWN: MAH/NRW CHECKED: MWB	APPROVED: MWB DATE: 10/07/19 SCALE: 1" = 100'
---	--	---

Y:\DRAWINGS\16-150 BROOKFIELD SECT 4 PH 2.dwg Mon, Oct 07, 2019-4:26pm RWELLS

**LEGAL DESCRIPTION OF PROPERTY TO BE  
ANNEXED INTO THE TOWN OF WINTERVILLE  
BROOKFIELD, SECTION 4, PHASE 2  
WINTERVILLE TOWNSHIP, PITT, NC  
OCTOBER 17, 2019**

Beginning at a point on the northern right-of-way of NCSR 1713 (Laurie Ellis Road), said point being the southeastern corner of the Town of Winterville Property as described in Deed Book 2803, Page 192 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Leaving the northern right-of-way of NCSR 1713 (Laurie Ellis Road), N 07°52'51" E 197.59', thence S 87°05'39" E 1,088.91', thence N 09°55'25" E 128.00', thence S 51°49'02" E 182.02', thence S 34°40'07" W 26.83', thence S 55°19'53" E 60.00', thence S 47°54'15" E 134.55', thence S 42°05'45" W 186.80', thence S 32°12'47" E 246.81' to a point on the southern right-of-way of NCSR 1713 (Laurie Ellis Road), thence with the southern right-of-way of NCSR 1713 (Laurie Ellis Road), S 81°21'39" W 56.34', S 84°19'25" W 51.53', S 87°18'38" W 51.55', N 89°45'12" W 51.50', N 86°51'11" W 51.56', N 83°37'20" W 51.68', N 80°21'59" W 51.62', N 77°27'14" W 51.09', N 76°03'57" W 50.54' and N 75°12'04" W 998.80', thence crossing the right-of-way of NCSR 1713 (Laurie Ellis Road), N 07°52'51" E 60.46' to the point of beginning containing 12.535 acres and being a portion of the property described in Deed Book 3573, Page 522 of the Pitt County Register of Deeds.



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Consent Agenda

**Meeting Date:** December 9, 2019  
**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Budget Amendment 2019-2020-3.

**Action Requested:** Approve the Budget Amendment.

**Attachments:** Budget Amendment 19-20-3.

**Prepared By:** Anthony Bowers, Finance Director

**Date:** 12/2/2019

**ABSTRACT ROUTING:**

TC 12/3/2019

FD

TM 12/05/2019

Final tlp – 12/05/2019

**Supporting Documentation**

This is the third budget amendment for the 2019-2020 Fiscal Year.

This amendment addresses four items.

The first item address funds needed to cover the losses of a totaled police vehicle. The insurance company covered all but \$10,000 of the value of a new vehicle. In order to replace the vehicle we needed the additional funds to make the purchase.

The second item address the need to purchase departmental IT equipment. The funding for this equipment is covered by funds received from the State Asset Forfeiture Program and have been reserved by State Statute for the Police Department. The appropriation is in the amount of \$3,425.00

The third item address overtime and personnel cost needed for the Fire Department Grant Fund. Much of this should be refunded by the grant; however, the original budget did not cover overtime or longevity. Once we obtain specific numbers from the FEMA we will bring that back to the council. This is in the amount of \$19,000.00

The fourth item address the need to carry over a PO from last year. The Powell Bill was supposed to have three POs carried over from last year that were missed. We normally cover these with the first budget amendment of the year, but these were missed. This is the amount of \$9,200.00.

**Budgetary Impact:** The total budget amendment is \$60,625.00.

**Recommendation:** Approve the Budget Amendment.

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

LINE ITEM DESCRIPTION		Account		Fund	Increase	Decrease
Fund Balance Contribution	10	3831		General Fund	\$ 32,425	
Fund Balance Contribution	16	3831		Powell Bill Fund	\$ 9,200	
Contribution from General Fund	18	3400		Fire Grant Fund	\$ 19,000	

Total \$ 60,625 \$ -

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

LINE ITEM DESCRIPTION		Account	Department	Fund	Increase	Decrease
Contribution to Fire Grant Fund	1041950000	9108	Non-Departmental	General	\$ 19,000	
Capital Outlay	1043431000	7150	Police	General	\$ 10,000	
Asset Forfeiture	1043431000	4263	Police	General	\$ 3,425	
Engineering	1645451000	4232		Powell Bill	\$ 9,200	
Overtime	1843432000	4121	Positions Grant	Fire Grant Fund	\$ 15,000	
Longevity	1843432000	4122	Positions Grant	Fire Grant Fund	\$ 1,100	
FICA	1843432000	4126	Positions Grant	Fire Grant Fund	\$ 1,000	
Retirement	1818432000	4130	Positions Grant	Fire Grant Fund	\$ 1,200	
401K	1818432000	4170	Positions Grant	Fire Grant Fund	\$ 700	

Total \$ 60,625 \$ -

Adopted the 9th day of December 2019.

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Douglas A. Jackson, Mayor

---

Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** December 9, 2019

**Presenter:** Ben Williams, Assistant Town Manager

**Item to be Considered**

**Subject:** Nobel Canal Bank Stabilization – NCDENR DWR Grant Application.

**Action Requested:** Adoption of Authorizing Resolution.

**Attachments:** Authorizing Resolution.

**Prepared By:** Ben Williams, Assistant Town Manager

**Date:** 11/25/2019

**ABSTRACT ROUTING:**

TC 12/2/2019

FD

TM 12/05/2019

Final tlp – 12/05/2019

**Supporting Documentation**

Per Council's direction from the November 12, 2019 meeting staff is presenting a resolution authorizing the filing of an application for funding through the NCDENR – Division of Water Resources – Water Resource Project Development Program. The proposed construction project with an estimated total cost of \$180,000, will stabilize eroded areas of the banks of Nobel Canal downstream of Mills Street. If awarded the grant, the Town will be responsible for providing a 50% match of the total cost.

**Budgetary Impact:** Approx. \$90,000 (if approved for grant covering 50% of total project cost).

**Recommendation:** Approval of Resolution to submit grant application.

**NCDENR Division of Water Resources  
Water Resources Project Development Grant  
Resolution**

WHEREAS, the Winterville Town Council desires to sponsor Nobel Canal Stream Bank Stabilization in order to reduce erosion and potential impacts to existing structures.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Council requests the State of North Carolina to provide financial assistance to Town of Winterville for Nobel Canal Stream Bank Stabilization in the amount of \$90,000 or 50% of project construction cost, whichever is the lesser amount;
- 2) The Council assumes full obligation for payment of the balance of project costs;
- 3) The Council will obtain all necessary State and Federal permits;
- 4) The Council will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Council will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Council will obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) The Council will assure that the project is open for use by the public on an equal basis with no restrictions;
- 8) The Council will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) The Council accepts responsibility for the operation and maintenance of the completed project.

Adopted by the Town Council this 9th day of December, 2019.

\_\_\_\_\_  
Douglas A. Jackson, Mayor

ATTEST:

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



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Old Business

**Meeting Date:** December 9, 2019

**Presenter:** Ben Williams, Assistant Town Manager

**Item to be Considered**

**Subject:** Sanitary Sewer Rehabilitation.

**Action Requested:** Adoption of Resolution Accepting Loan Offer.

**Attachments:** Resolution of Acceptance.

**Prepared By:** Ben Williams, Assistant Town Manager

**Date:** 11/25/2019

**ABSTRACT ROUTING:**

TC 12/2/2019

FD

TM 12/05/2019

Final tlp – 12/05/2019

**Supporting Documentation**

In 2018, the Town applied for funding assistance for collection system rehabilitation. In January 2015, the NC Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) reviewed the funding application and approved the Town of Winterville for loan assistance from the Clean Water State Revolving Fund (CWSRF) in the amount of \$3,532,000 with \$500,000 in principal forgiveness.

The estimated loan amount for the project is \$3,032,200, for a term of twenty (20) years with an interest rate of 0%.

**Budgetary Impact:** Repayment of loan with annual installments over twenty (20) years upon project completion.

**Recommendation:** Adopt Resolution Accepting Loan Offer.

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

**WHEREAS**, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

**WHEREAS**, the North Carolina Department of Environment and Natural Resources has offered a State Revolving Loan in the amount of \$3,532,200 for the construction of sanitary sewer collection system rehabilitation, and

**WHEREAS**, the Town of Winterville (Applicant) intends to construct said project in accordance with the approved plans and specifications,

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

That the Town of Winterville does hereby accept the State Revolving Loan offer of \$3,532,200.

That the Town of Winterville does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer, Section II Assurances will be adhered to.

That Terri L. Parker, Town Manager, 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 Town of Winterville 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 by the Town Council this the 9<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Douglas A. Jackson, Mayor

ATTEST:

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

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and 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 Town Council duly held on the 9<sup>th</sup> day of December, 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 9<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
(Signature of Recording Officer)

\_\_\_\_\_  
Town Clerk  
(Title of Recording Officer)



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: New Business

**Meeting Date:** December 9, 2019

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Pedro Balderas Trust – Final Plat.

**Action Requested:** Approval of Final Plat.

**Attachments:** Final Plat.

**Prepared By:** Bryan Jones, Planning Director

**Date:** 11/25/2019

**ABSTRACT ROUTING:**

TC \_\_\_\_\_

FD

TM 12/05/2019

Final tip 12/05/2019

**Supporting Documentation**

**Pedro Balderas Trust – Final Plat:**

**Location:** Old Tar Road south of its intersection with Laurie Ellis Road.

**Parcel Number:** 07032

**Site Data:** 1 Lot, 1 Acre

**Zoning District:** AR

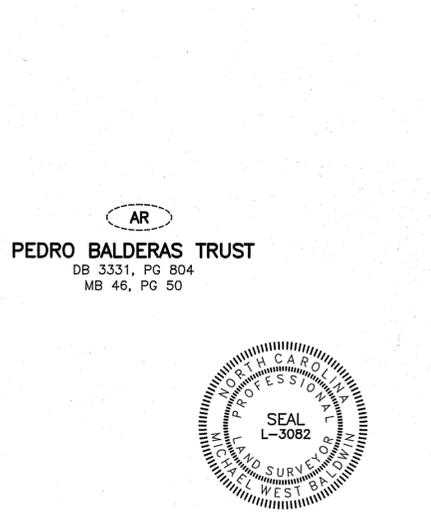
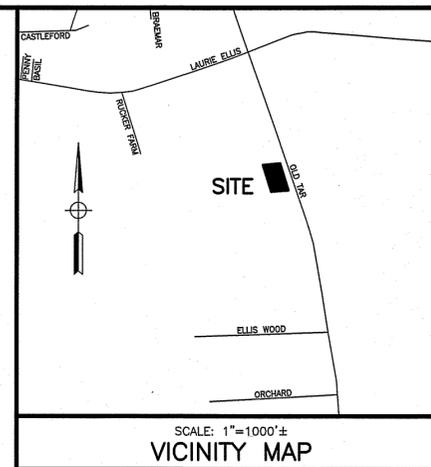
- ❖ Planning and Zoning Board unanimously recommended approval at the 11/18/2019 meeting.

**Budgetary Impact:** NA.

**Recommendation:** Approval of Final Plat.

**SITE DATA**

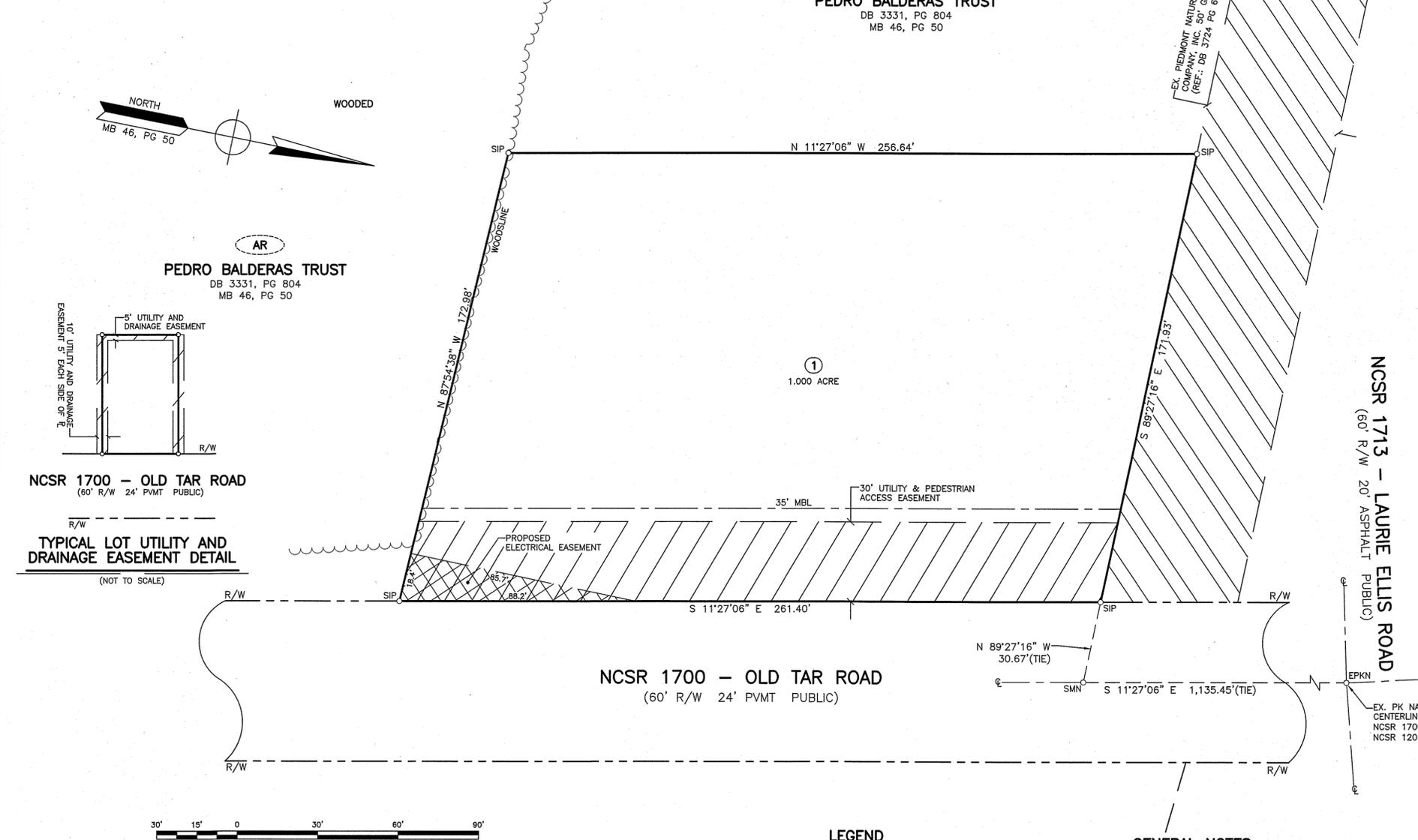
TOTAL AREA ..... 1.000 ACRE  
 NUMBER OF LOTS CREATED ..... 1  
 AREA IN COMMON AREA ..... 0 S.F.  
 AREA IN PARKS, RECREATION AREAS, CEMETERIES AND THE LIKE ..... 0 S.F.  
 LINEAR FEET IN STREETS ..... 0 LF  
 ZONING CLASSIFICATION ..... AR



**CERTIFICATE OF SURVEY AND ACCURACY**  
 I, MICHAEL WEST BALDWIN, PLS CERTIFY THAT UNDER MY DIRECT SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY JOE PARRISH THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.  
 WITNESS MY HAND AND SEAL THIS 15th DAY OF OCTOBER, 2019.  
 SIGNED: [Signature]  
 REGISTRATION NO. L-3082

**REVIEW OFFICER**  
 STATE OF NORTH CAROLINA  
 COUNTY OF PITT  
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 DATE: \_\_\_\_\_  
 REVIEW OFFICER: \_\_\_\_\_

**PLANNING BOARD**  
 I HEREBY CERTIFY THAT THIS FINAL PLAT WAS RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD OF THE TOWN OF WINTERVILLE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.  
 TOWN PLANNER: \_\_\_\_\_  
 CHAIRMAN, PLANNING BOARD: \_\_\_\_\_



A PORTION OF PARCEL #07032  
 TAX MAP #4684-05-6628  
**FINAL PLAT SHEET 1 OF 1**

**PEDRO BALDERAS TRUST SUBDIVISION**  
 REFERENCE: A PORTION OF A PROPERTY DESCRIBED IN DEED BOOK 3331, PAGE 804 OF THE PITT COUNTY REGISTER OF DEEDS  
 WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

OWNER: **PEDRO BALDERAS TRUST**  
 ADDRESS: 3611 THIRD AVENUE  
 SAN DIEGO, CA 92103  
 PHONE: (619)-721-7299

**LEGEND**  
 EIP = EXISTING IRON PIPE  
 SIP = SET IRON PIPE  
 R/W = RIGHT-OF-WAY  
 CL = CENTERLINE  
 PL = PROPERTY LINE  
 NPS = NO POINT SET  
 SMN = SET MAG NAIL  
 EPKN = EXISTING PARKOR KAYLON NAIL  
 B/B = BACK OF CURB TO BACK OF CURB  
 PC = POINT OF CURVATURE  
 PT = POINT OF TANGENCY  
 --- = NOT TO SCALE

**GENERAL NOTES**  
 1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.  
 2. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.  
 3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE PITT COUNTY FIRM 3720468400J, DATED JANUARY 02 2004.

**CLOSURE CHECK BOUNDARY**  
 CHECKED: NRW DATE: 09/30/19

**CERTIFICATE OF FINAL APPROVAL**  
 APPROVED FOR RECORDING BY THE TOWN COUNCIL OF THE TOWN OF WINTERVILLE, N.C. ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019 PURSUANT TO AUTHORITY OF SECTION 154.13 ON THE SUBDIVISION REGULATIONS. MUST BE RECORDED WITHIN THIRTY(30) DAYS OF THIS DATE.  
 MAYOR: \_\_\_\_\_

**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:  
 DEED BOOK 3331 PAGE 804  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 NC REGISTRATION NO. L-3082

**OWNERS STATEMENT**  
 THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF \_\_\_\_\_  
 SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: 05/13/20

**DEDICATION**  
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE ITS FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOR-EVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.  
 SIGNED: \_\_\_\_\_  
 ATTEST: \_\_\_\_\_

**Baldwin Design Consultants, PA**  
 LICENSE # C-3498  
 ENGINEERING - SURVEYING - PLANNING  
 1700-D EAST ARLINGTON BOULEVARD  
 GREENVILLE, NC 27858 252.756.1390



Y:\DRAWINGS\19-114 GUC - OLD TAR ROAD\19-114 FINAL PLAT.dwg Thu, Nov 14, 2019 - 11:28am RWELLS



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: New Business

**Meeting Date:** December 9, 2019

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Comprehensive Land Use Plan – Training Session.

**Action Requested:** Consider Holding Training Session on one of the Proposed Dates.

**Attachments:** NA.

**Prepared By:** Bryan Jones, Planning Director

**Date:** 11/25/2019

**ABSTRACT ROUTING:**

TC 12/2/2019

FD

TM 12/05/2019

Final tlp – 12/05/2019

**Supporting Documentation**

As part of the development of the Comprehensive Land Use Plan, the Stewart team will conduct a one ½ day training session for Town Staff and Town Council. This training will be geared toward understanding the role of the Plan in regards to future development proposals and prioritizing the goals of the Town. We will also discuss the updates needed to the Zoning Ordinance as a result of the adoption of the Plan.

Potential dates for the training session are January 30, February 4, or February 6. The session would be approximately from 9 am to 12 pm.

**Budgetary Impact:** NA.

**Recommendation:** Consider Holding Training Session.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Meeting Date:** December 9, 2019  
**Presenter:** Robert Sutton, Electric Utilities  
Director

**Item Section:** New Business

**Item to be Considered**

**Subject:** Town of Winterville District 1A Electric Territory Expansion Design and Engineering Contract

**Action Requested:** Award Pike Engineering an electric engineering contract for \$103,000 as detailed in the attached Engineering Estimate and Scope of Work.

**Attachments:** Engineering Budget Table with detailed Scope of Work and Values Spreadsheet

**Prepared By:** Robert Sutton, Electric Utility Director

**Date:** 11/27/2019

**ABSTRACT ROUTING:**

TC 12/2/2019

FD

TM 12/05/2019

Final tip - 12/05/2019

**Supporting Documentation**

During the October, 2019 Council Meeting, Town staff was directed to enter contract negotiations with Pike Engineering for final design, project specification development and required construction administration for electric service of areas near Worthington and Laurie Ellis Roads from Old Tar Road to Fork Swamp. This area is part of the new electric service territory the Town received in the Winterville/GUC Service Area Agreement and was further Pike identified as District 1A during Pike Engineering's presentation at the October Council Meeting.

Staff has completed negotiations and is requesting action by Council in regards to an Electric Engineering Contract with Pike Electric.

**Budgetary Impact:** The FYE 19 Budget obligated sufficient funding for the needed engineering.

**Recommendation:** Approval of engineering contract with Pike Engineering for an amount not to exceed \$103,000.00.

**Town of Winterville  
Area 1A  
New Territory Upgrades**

**Engineering Budget**

Personnel	Tasks					TOTALS
	1	2	3	4	5	
Professional Engineer	5	5	15	5	5	35
Project Manager	5	5	20	5	5	40
Project Engineer	10	10	40	10	40	110
Field Engineer	25	10	200	20	100	355
Engineering Tech	25	5	150	20		200
CAD Tech	20		20	40		80
Administrative Assistant	10		80	50		140
<b>Total Estimated Man-Hours</b>	100	35	525	150	150	960
Subtotal - Labor Expenses	\$9,275.00	\$4,225.00	\$49,050.00	\$12,600.00	\$17,100.00	\$92,250.00
Subtotal - Other Expenses (Meals, Mileage, Printing, Telephone, Etc.)	\$750.00	\$500.00	\$2,000.00	\$5,000.00	\$2,500.00	\$10,750.00
<b>Subtotal - Labor &amp; Expenses</b>	<b>\$10,025.00</b>	<b>\$4,725.00</b>	<b>\$51,050.00</b>	<b>\$17,600.00</b>	<b>\$19,600.00</b>	<b>\$103,000.00</b>

**Scope of Work**

Estimated consulting engineering services costs have been separated into the following task numbers with general task work descriptions:

\$10,025.00	<b>Task 1 Preliminary Design</b>	Prepare preliminary plan for system upgrades. Confirm preliminary design with Town staff.
\$4,725.00	<b>Task 2 Preliminary Construction Costs</b>	Determine preliminary construction cost for Area 1A
\$51,050.00	<b>Task 3 Field Engineering Staking</b>	Identify routes, materials and field staking.
\$17,600.00	<b>Task 4 Bid Documents and Administration</b>	Coordinate with the Town to advertise for construction and material bids. Provide staking sheets and necessary information for potential bidders. Receive and evaluate bids. Provide Recommendation to the Town.
\$19,600.00	<b>Task 5 Construction Administration</b>	Provide construction administration, as needed.

Total: \$103,000.00

**APPENDIX A**

**REQUEST FOR SERVICES**

This **REQUEST FOR SERVICES** is entered into as of the **3rd** day of **December**, 20**19** by and between **Pike Engineering, LLC (f/k/a UC Synergetic, LLC)** (“Company”) and the **Town of Winterville** (“Client”), is issued pursuant to that certain Master Services Agreement (the “Agreement”) by and between Company and Client dated as of **September 13, 2017**. Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement. This Request for Services is entered into by the parties hereto to stipulate the scope of Services to be provided by Company to Client and the related pricing and other additional terms.

**I. Scope of Services:**

Company shall perform the following Services for Client:

Overhead and Underground Distribution design and engineering services for Service Area 1A identified in the service area study. This Engineering project will be completed on an hourly not to exceed amount of \$103,000.00

**II. Schedule:**

Begin work on approval of the Client.

**III. Pricing/Compensation:**

See Attachment A for hourly rate schedule by classification

**IV. Information to be furnished to Company by Client:**

Client shall provide the following information to Company in connection with the Services:

Project scoping information.  
Access to Engineering Manual and Specifications

**V. Information to be furnished to Client by Company:**

Company shall provide the following information to Client in connection with the Services:

Completed design packages for each assigned work scope to include staking sheets and detailed estimate

**VI. Designated Representatives:**

Company Designated Director: Jordan Overbee, PE

Company Designated Project Manager: John Palmiter, PE

Client Designated Representative: Robert Sutton

**VII. Additional Terms (if applicable):**

**IN WITNESS WHEREOF**, each of the parties has caused this Request for Services to be signed by a duly authorized representative as of the date first set forth above.

**Pike Engineering, LLC**

**Town of Winterville**

By: 

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

Name: **Byron L Bass**

Name: \_\_\_\_\_

Title: **Vice President**

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



## 2019-2020 Rates for Town of Winterville

Reference Master Services Agreement between Pike Engineering and Town of Winterville dated September 13, 2017.

### Distribution Engineering & Design Rates

Classification	Hourly Rates	
	Straight Time	Overtime
<b>Description</b>	<b>Hourly Rate</b>	<b>Overtime</b>
Professional Engineer	\$120.00	
Project Manager	\$100.00	
Senior Distribution Designer	\$85.00	\$101.25
Distribution Designer	\$75.00	\$87.75
Distribution Staking Technician	\$65.00	\$74.25
CAD/GIS Technician	\$50.00	\$67.50
Administrative Support	\$45.00	\$60.75

#### Labor Rates Include the Following Indirect Charges:

- Benefits and Overheads
- Computer System Costs – Hardware & Software
- US Mail & Office Supplies
- Facilities Costs including Telecommunications

#### The following expenses will be billed at cost, without mark-up:

- Project Specific General or Administrative Direct Purchases
- Outside services such as printing, reprographics, Fed Ex, etc
- Reasonable & Customary Travel Expense such as hotel, mileage reimbursements per IRS guidelines, etc
- Employee Meal Per Diem for local work billed at \$45 per work day

#### The following costs will be billed at cost plus 10% mark-up:

- Subcontractors



**Town of Winterville  
Town Council  
Agenda Abstract**

**Meeting Date:** December 9, 2019  
**Presenter:** Travis Welborn, Public Works Director

**Item Section:** New Business

**Item to be Considered**

**Subject:** 2020 Street Improvements Project Engineering Contract.

**Action Requested:** Approval of Contract.

**Attachments:** Engineering Proposal.

**Prepared By:** Travis Welborn, Public Works Director

**Date:** 11/25/2019

**ABSTRACT ROUTING:**

TC 12/2/2019

FD \_\_\_\_\_

TM 12/05/2019

Final tlp – 12/05/2019

**Supporting Documentation**

Staff has prioritized several projects to complete with this year's Powell Bill allotment. There are four (4) streets that staff will try to address with this project, including Roxie Court, Milton Drive, Corey Street, and Cedar Ridge Drive. Roxie Court and Milton Drive from Roxie Court to Vernon White Road will both be milled and resurfaced entirely. There will also be some storm drainage repairs on Milton Drive and Corey Street. Due to budget constraints, the work that was proposed for Cedar Ridge Drive in the 2019 Street Improvements Project was not able to be completed and was pushed back to this project. Staff requests to contract with Ark Consulting Group to generate plans and specifications. Ark is a local vendor who has also completed the engineering for the Town's three previous street improvements project with great success as well as the Downtown Parking Improvements Project.

**Budgetary Impact:** All engineering for this project will be paid for out of the Powell Bill account. The Powell Bill fund has sufficient funds to cover the cost of the Engineering contract.

**Recommendation:** Approval of Contract with Ark Consulting Group.

November 22, 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  
2020 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 and storm drainage improvements along four (4) Town streets. The locations are as follows: Cedar Ridge Drive adjacent to the Town's Pump Station in Cedar Ridge; Milton Drive from its intersection at Vernon White Road to Roxie Court; Roxie Court; and Corey Street at a pipe crossing between Cooper Street and Lora Lane. 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 and storm drainage repairs prior to beginning construction document preparation.
- b) Street and storm drainage improvements shall be performed within the areas as indicated on Attachment II.
- c) Prepare Construction Drawings and Technical Specifications consisting of plan view plan sheets and construction details for street repairs and storm drainage improvements.

PHONE

WEB

- d) Construction Drawings are anticipated to be prepared at 11"x17" format and will be included in the project manual with technical specifications and front-end documents. Plans for street repairs and storm drainage improvements will be prepared using available aerial photography and available GIS information. Field survey is specifically excluded from the scope of work but can be offered as an additional service upon request.
- e) Street and storm drainage improvements shall 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 10 site visits).
- c) Review Shop Drawing submittals.
- d) Review Contractor Pay Requests (estimated at 2 pay requests).
- 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 3 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	\$7,400.00
Task 2 – Bidding and Negotiations	Lump Sum	\$4,500.00
Task 3 – Construction Administration	Hourly (Estimated)	\$10,000.00

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.

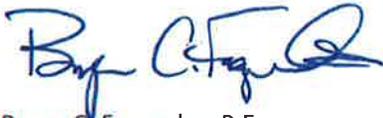
Ark Consulting Group, in an effort to expedite invoices and reduce paper waste, submits invoices via email in pdf format. We can also provide a paper copy via regular mail if requested. Please provide the following information.

\_\_\_\_\_ 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 November 22, 2019

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

**ARK CONSULTING GROUP, PLLC  
STANDARD PROVISIONS  
ATTACHMENT I**

(1) **CONSULTANT'S SCOPE OF SERVICES AND ADDITIONAL SERVICES.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Unless otherwise agreed to in writing, other direct expenses will be billed at 1.15 times cost.

(2) **CLIENT'S RESPONSIBILITIES.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **PERIOD OF SERVICES.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **METHOD OF PAYMENT.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **USE OF DOCUMENTS.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **OPINIONS OF COST.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **TERMINATION.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **INSURANCE.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **STANDARD OF CARE.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **CERTIFICATIONS.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **DISPUTE RESOLUTION.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **HAZARDOUS SUBSTANCES AND CONDITIONS.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **CONSTRUCTION PHASE SERVICES.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT AND SUBCONTRACTING.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **CONFIDENTIALITY.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **MISCELLANEOUS PROVISIONS.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

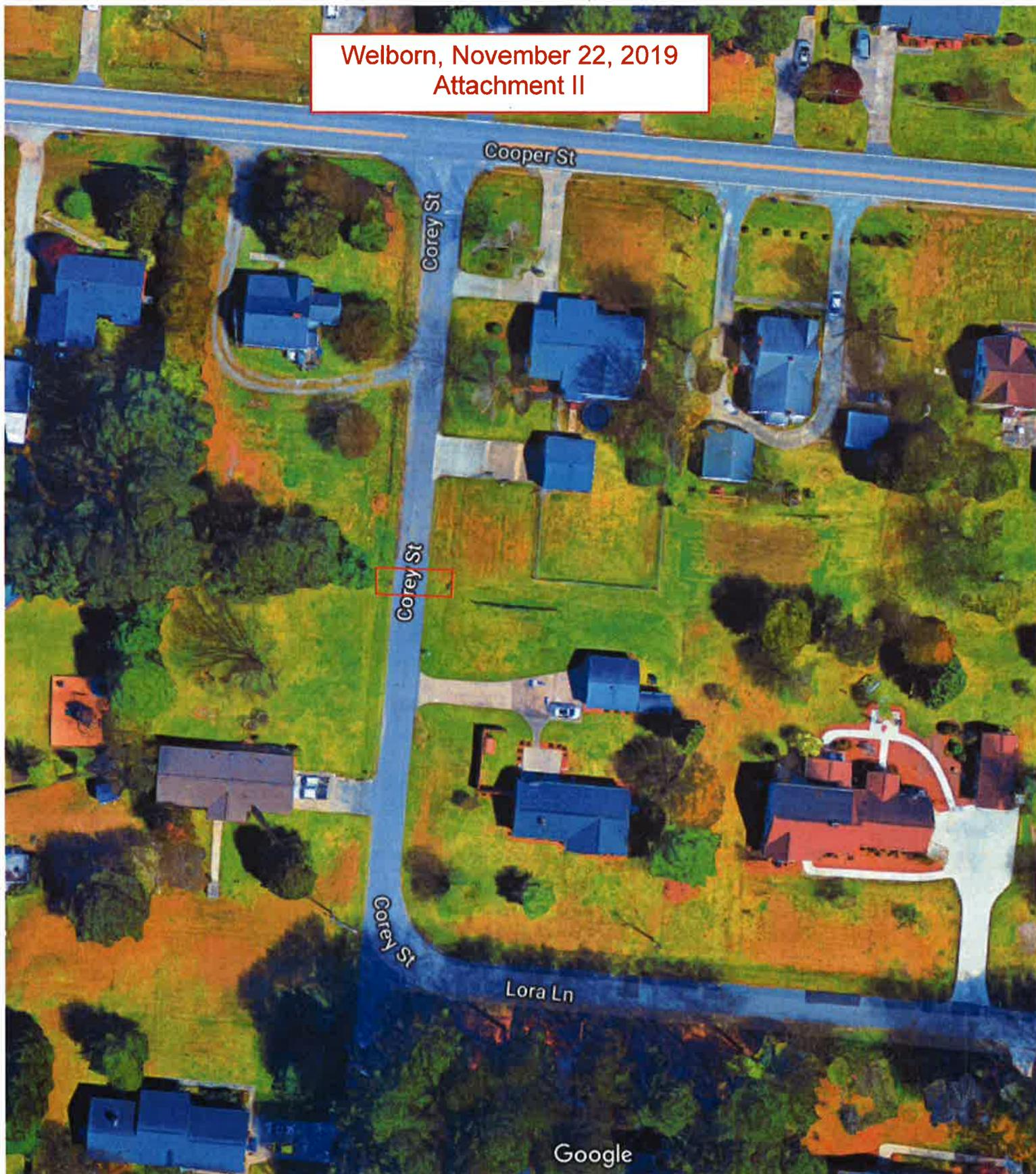
Welborn, November 22, 2019  
Attachment II



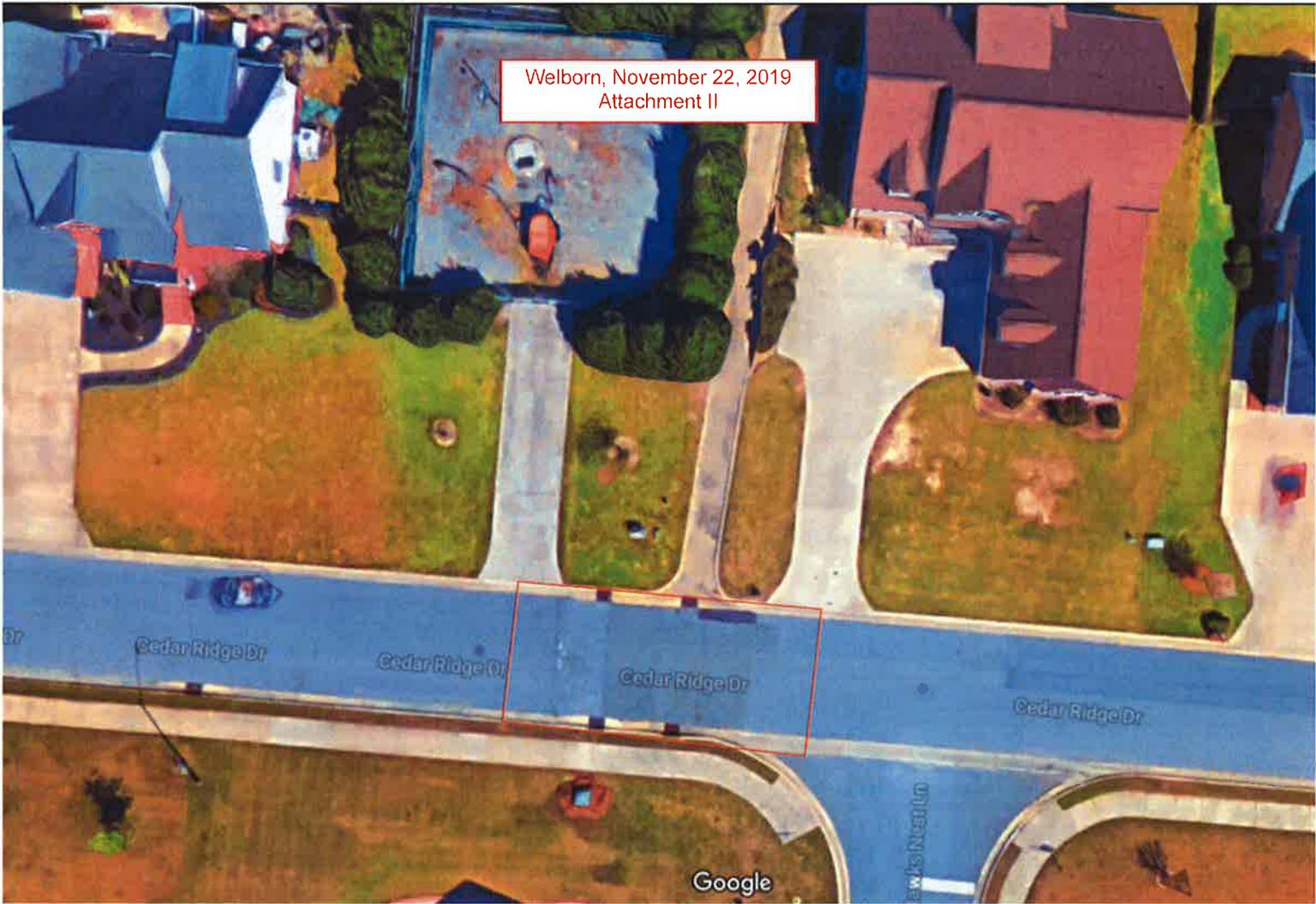


Welborn, November 22, 2019  
Attachment II

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Welborn, November 22, 2019  
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**ARK CONSULTING GROUP, PLLC  
STANDARD RATES  
EFFECTIVE JANUARY 1, 2019  
ATTACHMENT III**

**EMPLOYEE CLASSIFICATION:**

**HOURLY RATES:**

Principal	\$145.00
Project Manager	\$130.00
Project Engineer	\$100.00
Design Engineer	\$90.00
Planner	\$80.00
Designer	\$80.00
CAD Technician	\$55.00
Project Administrator	\$60.00
Resident Project Representative	\$65.00
Administrative Assistant	\$40.00
Intern Tech	\$30.00
Sub-Consultants and Fees	1.10 x Cost
Travel	Current IRS Rate
Miscellaneous Expenses	Cost

**PRINTING COST:**

18" X 24" Bond	\$1.25 per sheet
24" x 36" Bond	\$2.00 per sheet
30" x 42" Bond	\$3.00 per sheet
18" x 24" Mylar	\$12.00 per sheet
24" x 36" Mylar	\$20.00 per sheet
8.5" x 11" B&W	\$0.05 per side
8.5" x 11" Color	\$0.25 per side
11" x 17" B&W	\$0.10 per side
11" x 17" Color	\$0.50 per side