



## TOWN COUNCIL AGENDA

April 8, 2019 - 7:00 PM

### WINTERVILLE TOWN HALL ASSEMBLY ROOM

**I. CALL TO ORDER.**

**II. INVOCATION.**

**III. PLEDGE OF ALLEGIANCE.**

**IV. WELCOME.**

**V. APPROVAL OF AGENDA.**

**VI. RECOGNITION OF EMPLOYEES:**

1. Tony Klontz, Recruitment, Retention and Member Development Officer – Fire-Rescue-EMS.
2. Spencer Albritton, Fire Engineer, Fire-Rescue-EMS.
3. Hunter Barrow, Fire Engineer – Fire-Rescue-EMS
4. Steven Cox, Fire Engineer – Fire-Rescue-EMS.
5. Jordan Craven, Fire Engineer – Fire-Rescue-EMS.
6. Frankie Lopez, Fire Engineer – Fire-Rescue-EMS.
7. Bryan Myers, Fire Engineer – Fire-Rescue-EMS
8. Justin Weber, Fire Engineer – Fire-Rescue-EMS.
9. Alex Yates, Fire Engineer – Fire-Rescue-EMS.
10. Alex Caldaro, Firefighter – Fire-Rescue-EMS
11. Taylor Moore, Firefighter – Fire-Rescue-EMS.
12. Cory Rayner, Firefighter – Fire-Rescue-EMS.
13. Robert Spence, Firefighter – Fire-Rescue-EMS.

**VII. PROCLAMATIONS:**

1. South Central High School 2018-2019 Men's Basketball Team.
2. Pitt Community College 2018-2019 Men's Basketball Team.

**VIII. PUBLIC HEARINGS:**

1. Brookstone Subdivision, Phase 1 – CUD Amendment.

**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. Gary Whitehurst – Noise at Moose Lodge.

**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. Council Meeting Minutes - Approval of the following:
  - ✓ February 11, 2019 Regular Meeting;
  - ✓ February 19, 2019 Electric Rate Workshop Meeting; and
  - ✓ March 11, 2019 Regular Meeting.
2. Ange Plaza, Lot 22 Annexation – Set Public Hearing for May 13, 2019.
3. Appropriation of Budgeted Salary Revenue to Capital Outlay and Contracted Services Purchases – Police Department.
4. Sale of Surplus 1994 E-One Fire Engine to Johnston Community College.
5. Budget Amendment 2018-2019-4.
6. Set a Special Called Meeting to Conduct Town Manager’s Performance Review.

**XI. NEW BUSINESS:**

1. Sanitary Sewer Rehabilitation – Amendment to Engineering Contract with Rivers & Associates.
2. Pump Station Rehab – Authorization to Submit SRF Grant Application.
3. 2019 Street Improvements Project Engineering Contract - Approval of Contract.
4. 2019 NCLM Business Meeting - Elect Voting and Alternate Voting Delegates.
5. General Records Retention and Disposition - Resolution.

**XII. OTHER AGENDA ITEMS:**

1. Electric Rates. (Councilman Moore).
2. Need for Lights for AG Cox Baseball Field. (Councilman Moore).
3. Grass cutting for vacant lots. (Councilman Moore).
4. Speed limit signs: Church Street from Main Street to Cooper Street; Academy Street from Main Street to North Street; and Ange Street from Main Street to Cooper Street. (Councilman Moore).

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

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

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

**XV. ANNOUNCEMENTS:**

1. Planning and Zoning Board Meeting – Monday, April 15, 2019 – 7:00 pm - Town Hall Assembly Room.
2. Board of Adjustment Meeting – Tuesday, April 16, 2019 – 7:00 pm - Town Hall Assembly Room.
3. Town Office closed on Friday, April 19, 2019 for Holiday.

4. Town Council Budget Progress Meeting – Monday, April 29, 2019 – 5:30 pm – Town Hall Executive Conference Room.
5. Market on the Square – starts Thursday, May 2, 2019 – 4:00 pm – 8:00 pm, Touch-A-Truck.
6. CityVision 2019 NCLM Annual Meeting – Tuesday, May 14, 2019 through Thursday, May 16, 2019 – Hickory, NC.

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

**XVII. 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. (Acquisition of Property.)

**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.)*



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

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

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

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

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

**WHEREAS**, Day'ron Sharpe was named the Charlie Adams Most Valuable Player in the Championship game; and

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

**WHEREAS**, Raquan Vann was the recipient of the 2019 North Carolina Farm Bureau Sportsmanship Award; and

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

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

---

Douglas A. Jackson, Mayor

**Attest:**

---

Donald Harvey, Town Clerk



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

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

**WHEREAS**, the Team completed a very successful season; and

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

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

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

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

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

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

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

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

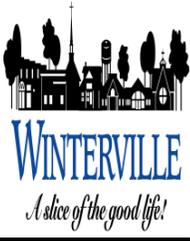
**WHEREAS**, the Town of Winterville proudly supports and honors the efforts and accomplishments of the tremendous student athletes and coaches of the Pitt Community College 2019 Men's Basketball Team for their successful season and publicly thank and proclaim this outstanding accomplishment.

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

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

**Attest:**

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



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Public Hearings

**Meeting Date:** April 8, 2019

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Brookstone, Phase 1 – CUD Amendment.

**Action Requested:** Public Hearing and Council Direction.

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

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

**Date:** 3/27/2019

**ABSTRACT ROUTING:**

TC 03/27/2019

FD

TM 04/03/2019

Final 04/03/2019

**Supporting Documentation**

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

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

The following condition would replace the above condition:

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

Process:

- The Town Council authorized the issuance of the Conditional Use Permit on January 9<sup>th</sup>, 2006.
- Planning & Zoning Board unanimously recommended approval (3/18/19).
- Town Council will hold Public Hearing on the Request (4/8/19).
- PH Notice published in the Daily Reflector on 3/27/19 and 4/3/19

**Budgetary Impact:** TBD.

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

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

Phone #: 919-414-3251

Owner: D&I Properties of NC LLC

Address: 1338 Fox Hollow Dr, Ayden NC 28513

Phone #: 757-477-7000

**PROPERTY INFORMATION**

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

Current Land Use: Vacant Residential Developed Lots

Location of Property: Streamside Lane, Winterville, NC

**ZONING REQUEST**

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

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

**This application shall be accompanied by the following items:**

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

**OWNER/AGENT STATEMENT**

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

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

[Signature] 1 March 2019  
Signature Date

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

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

[Signature] 3-4-19  
Signature Date

Sworn to and subscribed before me, this 4<sup>th</sup> day of March, 2019.

[Signature]  
Notary Public

My Commission Expires:  
8/31/2022



**Staff Use Only**

Appl. #: \_\_\_\_\_ Fee Amount \_\_\_\_\_ Date Paid \_\_\_\_\_

Planning Board Recommendation: APPROVED  Meeting Date: \_\_\_\_\_  
DENIED

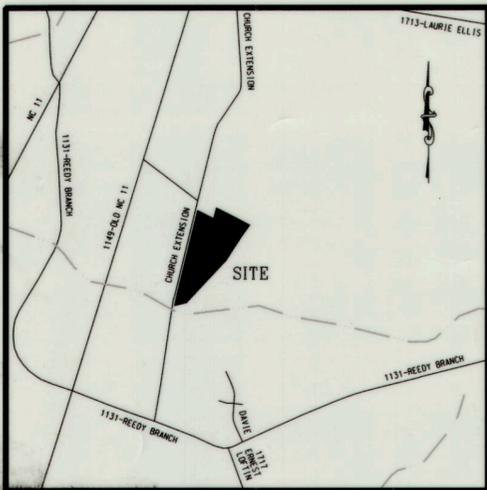
Conditions/Comments: \_\_\_\_\_

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

Board of Aldermen Decision: APPROVED  Meeting Date: \_\_\_\_\_  
DENIED

Conditions/Comments: \_\_\_\_\_

\_\_\_\_\_



VICINITY MAP  
1" = 2000'

LEGEND

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

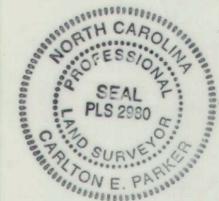
DONALD STALLINGS  
DB 1906, P 113  
AR

BOBBY ALLEN  
DB 186, P 612  
AR

ROBERT TUGWELL  
DB 523, P 732  
AR

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

*Carlton E. Parker*  
CARLTON E. PARKER



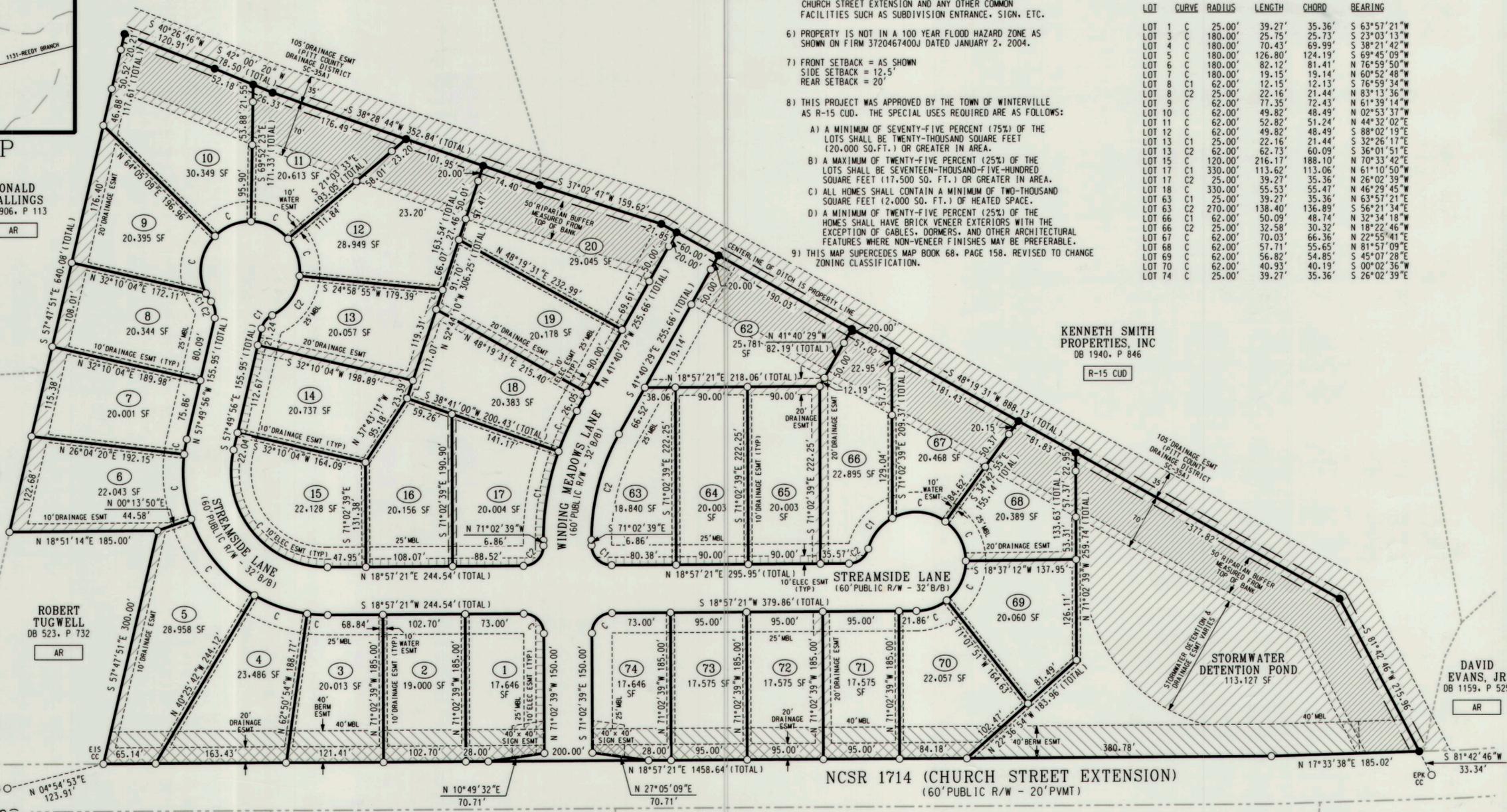
NCSR 1718 (PARK RD)  
N 04°54'53"E 123.91'

SHEET 1 OF 1

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

COPY

DONALD STALLINGS  
DB 1906, P 113  
AR



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

DAVID EVANS, JR  
DB 1159, P 525  
AR

SITE DATA

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

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

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

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

WINTERVILLE WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

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

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

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

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

DATE: 10/15/08  
*Clifford D. Lunn*

CERTIFICATE OF FINAL APPROVAL

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

PURSUANT TO AUTHORITY OF SECTION 154.13 OF THE SUBDIVISION REGULATIONS.

DATE: 10/24/08  
*Douglas A. Jucker*  
MAYOR, TOWN OF WINTERVILLE

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

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

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

REVIEW OFFICER

STATE OF NORTH CAROLINA COUNTY OF PITT

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

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

SURVEYORS CERTIFICATE

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

*Carlton E. Parker*  
CARLTON E. PARKER PLS 2980

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

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

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

Applicant: Kenneth Smith Properties, Inc.

Zoning Classification: R-15 Conditional Use District

Property Description:

KENNETH SMITH PROPERTIES, INC. PROPERTY

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

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

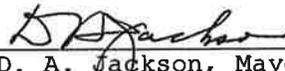
**The USES authorized under this permit are as follows:**

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

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

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

Issued the 9<sup>th</sup> day of January, 2006.

  
D. A. Jackson, Mayor

ATTEST:

  
Tangi Williams, Town Clerk

Permit No. CUD-01-010906

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

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

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

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

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

Jonathan Ambrose  
3109 Streamside Ln  
Winterville, NC 28590

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

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

Michael Reilly  
Shirley Reilly  
3151 Streamside Ln  
Winterville, NC 28590

William Johnson  
Tracy Johnson  
3159 Streamside Ln  
Winterville, NC 28590

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



# TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: Gary Whitehurst

Date: 04/01/2019

Address: 105 B Emily Drive Winterville NC 28590

Phone: (252) 341-1945

Town Council Meeting Date Requesting to Provide Comment: 4/8/19

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

I met with the town council on February 11th 2019 concerning violation of the Winterville noise ordinance. I was asked to return if the problem has not been resolved. On March 23rd there was a wedding and March 30th another get together of some kind both with excessive bass coming from the building. I called the Winterville police on the 23rd with results after 30 minutes, I did not look to see if they responded or not. On the 30th I called the police at around 9:20 pm and was forwarded to the Sheriffs office and was told "they have a permit" I called again at 11:09 pm and again was told they have a permit until 2am. 2am? I would like to meet with the town council to request that the police dept no longer issue a permit to the Moose Lodge for excessive noise and to consider an ordinance to forbid external sound equipment inside this venue. The Watermelon Festival is once a year, the Moose Lodge is almost every weekend from spring and through the summer. The police look the other way for a fee. I do appreciate your consideration in this matter.

Name(s) of Speaker(s):

(1) Gary Whitehurst

(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.

Gary Whitehurst  
Signature

Print

Save

Submit



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Consent Agenda

**Meeting Date:** April 8, 2019

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Council Meeting Minutes.

**Action Requested:** Approval of DRAFT Minutes.

**Attachment:** DRAFT Minutes of the Council Meetings listed below.

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

**Date:** 3/27/2019

**ABSTRACT ROUTING:**

TC: 3/27/2019

FD:

TM: 4/3/2019

Final: 4/3/2019

**Supporting Documentation**

Approval of the following set of Council Meeting Minutes:

- February 11, 2019 Regular Council Meeting Minutes; and
- February 19, 2019 Electric Rate Workshop Meeting Minutes; and
- March 11, 2019 regular Council Meeting Minutes.

**Budgetary Impact:** N/A.

**Recommendation:** Approval of Minutes.



**Winterville Town Council  
February 11, 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 Smith presiding. The following were present:

Douglas A. Jackson, Mayor (Absent)  
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  
Ryan Willhite, Police Chief  
Travis Welborn, Public Works Director  
Robert Sutton, Electric Director  
Anthony Bowers, Finance Director  
Evan Johnston, Parks and Recreation Director  
Bryan Jones, Planning Director  
Amy P. Barrow, Executive Staff Assistant/Human Resource Assistant

**CALL TO ORDER:** Mayor Pro Tem Smith called the meeting to order.

**INVOCATION:** Councilman Moore gave the Invocation. There was a moment of silence for the family of Congressman Jones on his death, and illness of a Senator and Mayor Jackson's wife.

**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 asked that two 2 items be added. One is old business, the 2017 Streets Improvements item and a new business item, the Ford Tractor sale to Grifton.

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

**PROCLAMATIONS:**

Black History Month: Mayor Pro Tem Smith read the following Proclamation:



**PROCLAMATION  
HONORING BLACK HISTORY MONTH**

**WHEREAS**, much of the Town of Winterville's honor, strength and stature can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this great region; and

**WHEREAS**, February has been designated as Black History Month in which we pause to reflect on the contributions of the African American community; and

**WHEREAS**, African Americans have played significant roles in the history of North Carolina State's economic, cultural, spiritual and political development while working tirelessly to maintain and promote their culture and history; and

**WHEREAS**, as a result of their determination, hard work, intelligence and perseverance, African Americans have worked tirelessly to maintain and promote a valuable and lasting contribution to the Town of Winterville, our state, and nation achieving exceptional success in all aspects of society including business, education, politics, economy, culture, science, arts, and history; and

**WHEREAS**, this observance affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation and community; and

**WHEREAS**, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

**WHEREAS**, we join with all Americans in celebrating our diverse heritage and culture and continuing our efforts to protect democracy for all people, and recognizing the vital achievements of our local African American residents; and

**NOW, THEREFORE, BE IT RESOLVED**, that I do hereby proclaim the month of February 2019 as Black History Month and express special commendation to the dedicated volunteers who have labored so diligently to make this observance a reality in our community; and

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 11th day of February, 2019.

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

**Attest:**

\_\_\_\_\_  
Amy P. Barrow, Acting Town Clerk

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

**PUBLIC HEARING:**

Davis Property Rezoning: Planning Director Jones gave the following presentation:

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

**Davis Property - Rezoning**

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- Davis Property Rezoning Request:
  - Request by the owner, John Carter Davis, to rezone .047 acres located at 188 Main Street, Parcel Number 10962, R-6 (residential) to Central Business District (CB)



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

**Davis Property - Rezoning**

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- Site Data:
  - Applicant – John Carter Davis (owner)
  - Parcel 10962 (188 Main Street)
  - Located on Main Street west of its intersection with Mill Street
  - Current Zoning: R-6
  - Size: 0.47 Acre
  - Proposed Zoning: Central Business District (CB)



- Notice of Rezoning sign placed on property 1/11/19
- Notifications of Public Hearing were mailed to adjoining property owners 1/30/19
- Notice of Public Hearing published in the Daily Reflector on 1/30/2019 and 2/6/19

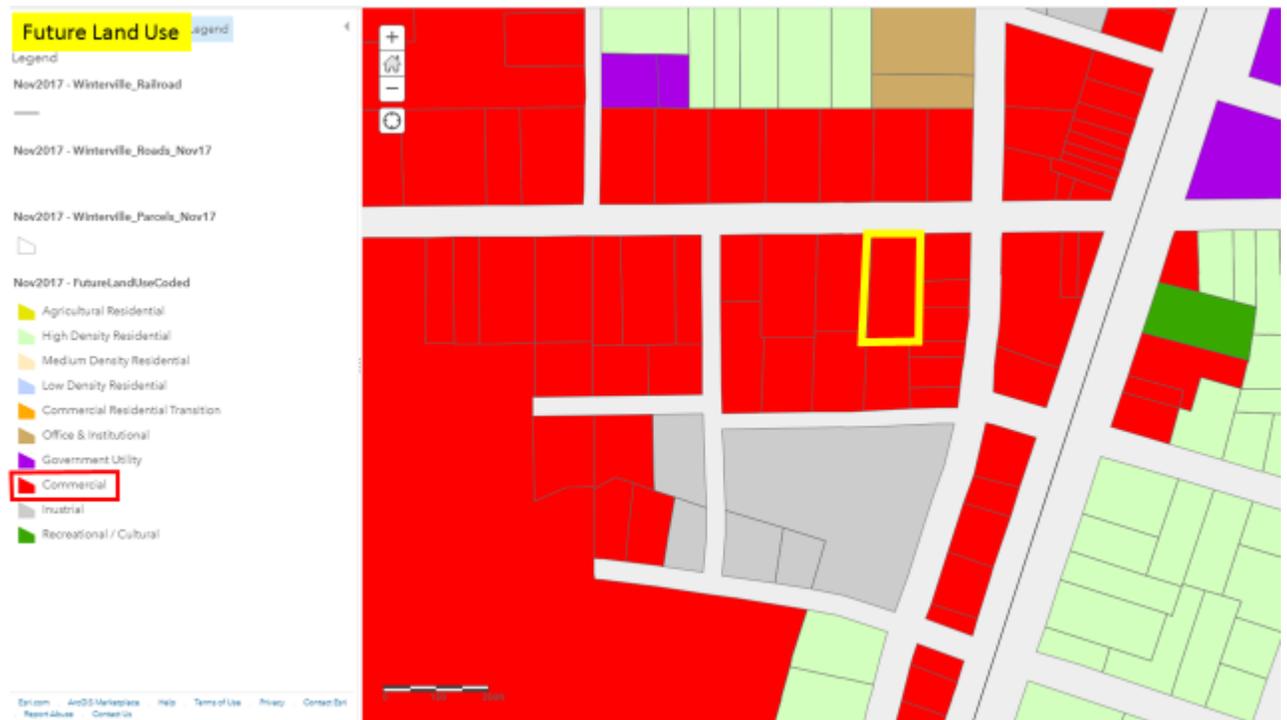
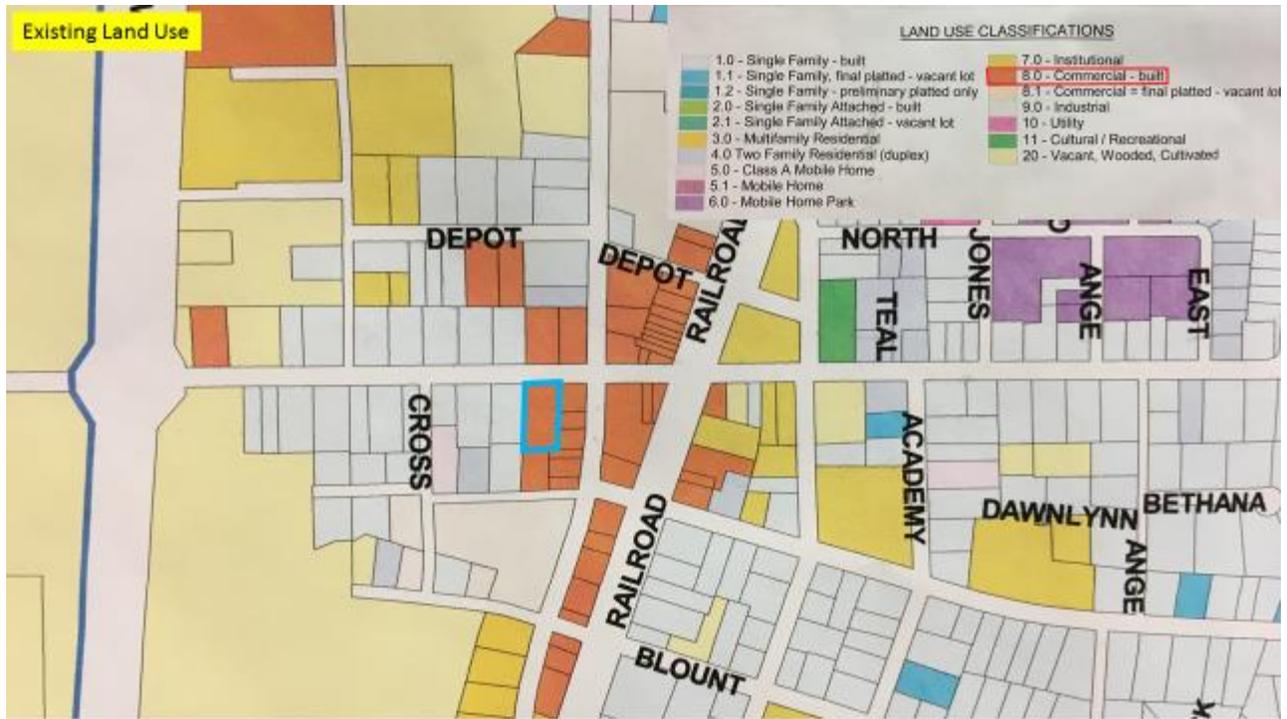


- Section 4.1.9 Central Business District (CB)

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.







- 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 0.47 acres R-6 to Central Business District (CB).



REZONING PROCESS:

- Planning and Zoning Board unanimously recommended approval to the Town Council at the January 22, 2019 meeting.
- Town Council is to hold a public hearing regarding this request on February 11, 2019 @ 7 pm.



Mayor Pro Tem Smith declared the public hearing open and asked if anyone would like to speak in favor of the annexation request. Mayor Pro Tem Smith asked if anyone would like to speak in opposition of the rezoning request. Mayor Pro Tem Smith asked for any further discussion or any more questions. Hearing none he closed the Public Hearing and asked what is the Board's pleasure.

**Motion made by Councilman Moore and seconded by Councilman Hines to approve the Davis Property Rezoning. Motion carried unanimously, 5-0.**

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

Gary Whitehurst of 105B Emily Drive: Excessive noise from the Moose Lodge. This will be his third year of excessive noise from patrons at the Moose Lodge. The police department is ignoring the noise ordinance; he read the noise ordinance and said that no one honors. He has been calling the police for 2 years and is not sure why they are reluctant to act on the Moose Lodge; can the Town help. Mayor Pro Tem Smith asked Police Chief Willhite to speak on the matter. Police Chief Willhite pulled the past year report and our officers have responded 6 times. We do have similar concerns about the Moose Lodge; however, permit is not part of our policy. Mr. Mosley requested if the Police ask them to turn the music down; that sometimes when Police leave, they turn the music up. Police Chief Willhite after the warning to turn down then will need to stay close by to be vigilant; they have shut one down completely. Mayor Pro Tem Smith noted the Moose Lodge requires the permit not the Town. Police Chief Willhite offered that one thing they could do is have renter get a permit. Mayor Pro Tem Smith requested to submit a letter to Mr. Mosely to be mindful of surrounding neighbors and have the Officers be more diligent when following-up on a noise complaint. Mayor Pro Tem Smith asked Mr. Whitehurst if he had anything further. Mr. Whitehurst thanked Council for hearing me out. Councilwoman Roberson asked what if it is limited to 11:00 pm; Town Manager Parker said that currently it is 11:00 pm unless they get a permit to get an exception. Councilman Hines asked who gets the permitting fee. Town Manager Parker said the Town receives the permit fee. Councilman Hines asked Mr. Whitehurst if he had recorded any of this. Mr. Whitehurst said he did have video; had not shared with Police but shared with Councilman Moore. Mayor Pro Tem Smith said let us know if it improves or does not.

Valerie Tyson-Update on Space Dedication for Ronnie "Run" Cox. She wanted to thank you for allowing my family to honor Ronnie Cox, on behalf of the space given at the Library.

Glenn Johnson recognition of Ms. Aquila Thigpen owner of Awesome Radio 106.9. He shared experience with attending the Grifton Town Meeting; when the Mayor spoke very highly of the council members of Winterville made me happy. Thanked Police Chief Willhite for attending the radio station.

Brad Guth– Winterville Chamber of Commerce President discussion on Chamber Champion Program. Chamber Champion highlights businesses in Winterville. Milestone awards for 5, 10, 15, etc. years award. Leads group business owners get together meeting on Wednesday. Grand opening tonight at State Farm agency on Old Tar Road; reception at Mill and Main on Friday; Debbie Avery shout out to 8 new members in the Chamber. Councilwoman Roberson noted owners of State Farm agency located here because of the friendliness.

**CONSENT AGENDA:**

Items included in the Consent Agenda:

1. Approval of the following set of Council Meeting Minutes:
  - ✓ January 14, 2019, Regular Council Meeting.
2. Budget Amendment (updated).
3. Release of Delinquent Fire Inspections Fees.
4. Audit Contract amendment for fiscal year 2017 – 2018.
5. Mellon Downs - Lots 16, 17, 18, 20, 22, 23, 24, 26, 39, 42, 43, 44, 46, 48, 51, 53, 54, 55, 56, 72, 76, 77, 78, 79, 80, 81, 82, 84, 86 and Parcels 82642 & 82885 (HOA Property) in Phases 2A and 2B - Set Public Hearing for Annexation for March 11, 2019.

6. Worthington Road Corridor Study – Professional Services Agreement.
7. Approval of Contract with Vaughn & Melton Consulting Engineers for Disaster Management, Recovery, and Consulting Services.

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

Councilwoman Roberson asked about one company that is working on Boyd Street. Public Works Director Welborn noted we have made them redo some work. Volcort is not doing any work just inspecting as the project professional service. Councilman Moore S. T. Wooten maybe send a letter to DOT not to use them again. Public Works Director Welborn noted they are getting close working on curbing; should have some paving this week.

**OLD BUSINESS:**

Resolution authorizing amendment to existing contract for creation of Parks and Recreation Capital Improvement Plan:

Parks and Recreation Director Johnston noted that Kimley-Horn; Parks and Recreation does not have a CIP currently does help with grants and future development. We have spoken with them about doing a CIP. Requesting authorization to approve contract.

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN  
AND ASSOCIATES, INC.**

This is Amendment Number 1 dated January 18, 2019 to the Agreement between the Town of Winterville ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated May 29, 2018 ("the Agreement") concerning the Fork Swamp Canal Greenway (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

---

Consultant will perform the following services:

*Develop a Capital Improvement Program (CIP) for the Winterville Parks & Recreation Department. This will include program management, maintaining a capital project listing, developing opinions of probable project costs, development of timeline, and facilitation of project prioritization as follows:*

- *Program management will include a kickoff conference call, up to three (3) weekly conference calls, monthly invoicing, and regular communication and coordination.*
- *Capital project listing will include preparing preliminary prioritization criteria to evaluate needs, initial project sheets, and final project sheets for the highest ranked items.*
- *Cost opinions will include construction cost, engineering/surveying/permitting allowance, construction inspection and testing allowance, land acquisition allowance, utility relocation allowance, and inflation contingency.*
- *Timeline will include overall schedule for delivering projects with consideration of existing resources, capacity to deliver projects, financial resources, and operational allocation.*
- *Project prioritization will include project rankings with input from Town staff using corresponding data, costs, and information.*

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Consultant and Client agree to the following general schedule in connection with the services set forth above:

*Submit Draft CIP for Town Council consideration in February 2019 and Final CIP for adoption in March 2019.*

---

For the services set forth above, Client shall pay Consultant the following compensation:

*Kimley-Horn will perform the Services on a labor fee plus expense basis with the maximum fee of \$13,350.00. Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client.*

*Labor fee will be billed on an hourly basis according to our then-current hourly rates, which are subject to annual adjustment. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee (4.6%) is included to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.*

*Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.*

CLIENT:

TOWN OF WINTERVILLE

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

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

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

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

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

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

Name: Jeffrey W. Moore, P.E.

Title: Senior Vice President

Date: January 18, 2019

**RESOLUTION AUTHORIZING AMENDMENT TO  
EXISTING CONSULTANT CONTRACT FOR CREATION OF  
PARKS AND RECREATION CAPITAL IMPROVEMENT PLAN**

**WHEREAS**, The Town of Winterville has need for, and desires creation of, a Parks and Recreation Department Capital Improvement Plan, and;

**WHEREAS**, Kimley-Horn and Associates is currently contracted by the Town for the Fork Swamp Canal Greenway Plan, Greenway Master Plan, and North Carolina Parks and Recreation Trust Fund grant application, collectively referred to as Fork Swamp Canal Greenway Plan and;

**WHEREAS**, Kimley-Horn and Associates is familiar with many Winterville Parks and Recreation Department plans and functions as a result of current contracted planning efforts, and;

**WHEREAS**, Town of Winterville Staff contacted Kimley-Horn and Associates regarding creation of a Parks and Recreation Department Capital Improvement Plan, and;

**WHEREAS**, Kimley-Horn and Associates has provided contract Amendment to the Town for creation of a Parks and Recreation Department Capital Improvement Plan, and;

**THEREFORE, BE IT RESOLVED**, The Winterville Town Council, in accordance with North Carolina General Statute 143-64.32, authorizes Kimley-Horn and Associates to create a Town of Winterville Parks and Recreation Department Capital Improvement Plan as outlined in Amendment Number 1.

Adopted by the Winterville Town Council this the 11<sup>th</sup> day of February, 2019.

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Douglas A. Jackson, Mayor

---

Amy P. Barrow, Acting Town Clerk

**Motion made by Councilman Moore and seconded by Councilman Moye to approve the amendment to the contract and adopt the resolution. The motion carried unanimously, 5-0.**

2017 Street Improvements Project – Final Adjusting Change Order.

Public Works Director Welborn noted all the work is complete for the streets and the project added Vernon Avenue and patching sinkholes throughout the town. We are using contingency funds and now we know the exact cost; Chapman Street between Boyd Street removed due to Boyd Street repaired. We talk with the Contractor regularly to keep Mill Street cleaned.

**Motion made by Councilman Moore and seconded by Councilman Moye to approve the final adjusting change order to the 2017 Street Improvements Project contract. The motion carried unanimously, 5-0.**

### Change Order

No. 2

Date of Issuance: January 31, 2019 Effective Date: January 31, 2019

Project: Town of Winterville 2017 Street Improvements	Owner: Town of Winterville	Owner's Contract No.:
Contract: Street Improvements		Date of Contract: January 9, 2018
Contractor: Tripp Bro's, Inc.		Engineer's Project No.: 16068

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Final Adjusting Change Order – Adjust quantities based upon actual quantities installed.

**Attachments (list documents supporting change):**

Quantity and Unit Price Breakdown.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 639,791.19

**[Increase]** [Decrease] from previously approved Change Orders No. 1 to No. 1:

\$ 744,058.54

Contract Price prior to this Change Order:

\$ 744,058.54

**[Increase]** [Decrease] of this Change Order:

\$ 45,526.45

Contract Price incorporating this Change Order:

\$ 789,584.99

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 120

Ready for final payment (days or date): 150

**[Increase]** [Decrease] from previously approved Change Orders No. 1 to No. 1:

Substantial completion (days): 150

Ready for final payment (days): 180

Contract Times prior to this Change Order:

Substantial completion (days or date): 150

Ready for final payment (days or date): 180

**[Increase]** [Decrease] of this Change Order:

Substantial completion (days or date): 146

Ready for final payment (days or date): 146

Contract Times with all approved Change Orders:

Substantial completion (days or date): 296

Ready for final payment (days or date): 326

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 1/31/19

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 2-5-19

## Change Order Instructions

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**ATTACHMENT TO CHANGE ORDER NO. 2**

**EXPLANATION OF CHANGES:**

The Contract quantities shall be adjusted as follows:

**Streets Improvements**

<b><u>Item 2.</u></b>	Increase the quantity of Remove Exist. Curb & Gutter from 385 LF to 506 LF. 121 LF @ \$7.00	Add	\$847.00
<b><u>Item 3.</u></b>	Increase the quantity of Remove Exist. Valley Gutter from 96 LF to 174 LF. 78 LF @ \$10.00	Add	\$780.00
<b><u>Item 5.</u></b>	Increase the quantity of 24" Concrete Curb & Gutter from 318 LF to 517 LF. 199 LF @ \$24.00	Add	\$4,776.00
<b><u>Item 6.</u></b>	Decrease the quantity of 36" Valley Gutter from 118 LF to 116 LF. 2 LF @ \$32.00	Deduct	(\$64.00)
<b><u>Item 7.</u></b>	Decrease the quantity of 42" Valley Gutter from 14 LF to 0 LF. 14 LF @ \$36.00	Deduct	(\$504.00)
<b><u>Item 8.</u></b>	Decrease the quantity of 48" Valley Gutter from 42 LF to 20LF. 22 LF @ \$40.00	Deduct	(\$880.00)
<b><u>Item 9.</u></b>	Increase the quantity of 10" Valley Gutter from 36 LF to 38 LF. 2 LF @ \$85.00	Add	\$170.00
<b><u>Item 11.</u></b>	Increase the quantity of Undercut Excav. w/offsite disp from 75 CY to 884 CY. 809 CY @ \$16.00	Add	\$12,944.00
<b><u>Item 12.</u></b>	Increase the quantity of Off-site select borrow excav from 75 CY to 884 CY. 809 CY @ \$12.00	Add	\$9,708.00
<b><u>Item 13.</u></b>	Increase the quantity of 8" CABC (Vernon Ave.) from 800 SY to 1633 SY. 833 SY @ \$15.00	Add	\$12,495.00
<b><u>Item 14.</u></b>	Increase the quantity of 2" Asphalt Surface (Vernon Ave.) from 800 SY to 1633 SY. 833 SY @ \$10.65	Add	\$8,871.45
<b><u>Item 15.</u></b>	Increase the quantity of Asphalt Patch 8" CABC 2" Asphalt from 2050 SY to 2134.5 SY. 84.5 SY @ \$45.90	Add	\$3,878.55
<b><u>Item 16.</u></b>	Increase the quantity of Asphalt Patch 2" Mill/2" Asphalt from 60 SY to 253 SY. 193 SY @ \$22.75	Add	\$4,390.75
<b><u>Item 17.</u></b>	Decrease the quantity of Asphalt Edge Mill 1.5" from 490 Sy to 0 SY. 490 SY @ \$6.30	Deduct	(\$3,087.00)
<b><u>Item 18.</u></b>	Increase the quantity of Asphalt Mill 2" from 825 SY to 1465 SY. 640 SY @ \$6.00	Add	\$3,840.00
<b><u>Item 19.</u></b>	Decrease the quantity of Crack Seal from 1 LS to 0 LS 1 LS @ \$825.00	Deduct	(\$825.00)
<b><u>Item 20.</u></b>	Increase the quantity of 2" Asphalt Surface Overlay from 1170 SY to to 1553 SY. 383 SY @ \$11.40	Add	\$4,366.20
<b><u>Item 21.</u></b>	Decrease the quantity of 1.5" Asphalt surface overlay from 2037 SF to 0 SF. 2037 SY @ \$8.25	Deduct	(\$16,805.25)
<b><u>Item 25.</u></b>	Decrease the quantity of Testing Allowance from 1 to 0. 1 LS @ \$2,000	Deduct	(\$2,000.00)

**Drainage Improvements**

<b><u>Item 27.</u></b>	Increase the quantity of Remove Exist. Curb & Gutter from 140 LF to 234 LF. 94 LF @ \$7.00	Add	\$658.00
<b><u>Item 28.</u></b>	Increase the quantity of Remove Exist. Storm Drain 869 LF to 1076 LF. 207 LF @ \$50.00	Add	\$10,350.00
<b><u>Item 29.</u></b>	Increase the quantity of Remove Exist. Drain Structure from 11 EA to 13 EA. 2 EA @ \$500.00	Add	\$1,000.00
<b><u>Item 30.</u></b>	Increase the quantity of 24" Concrete Curb & Gutter from 140 LF to 234 LF. 94 LF @ \$35.00	Add	\$3,290.00
<b><u>Item 31.</u></b>	Decrease the quantity of Asphalt Patch 8" CABG 2" Asphalt from 352 SY to 268 SY. 84 LF @ \$46.00	Deduct	(\$3,864.00)
<b><u>Item 32.</u></b>	Increase the quantity of Remove Exist. San Sewer Replace DIP from 4 EA to 6 EA. 2 EA @ \$2,500.00	Add	\$5,000.00
<b><u>Item 33.</u></b>	Decrease the quantity of Water Main & Storm Drain Drop Assem from 5 EA to 3 EA. 2 EA @ \$7250.00	Deduct	(\$14,500.00)
<b><u>Item 34.</u></b>	Increase the quantity of Tie into Exist. Drain Structure from 3 EA to 4 EA. 1 EA @ \$500.00	Add	\$500.00
<b><u>Item 35.</u></b>	Increase the quantity of Catch Basin from 10 EA to 12 EA. 2 EA @ \$4,500.00	Add	\$9,000.00
<b><u>Item 37.</u></b>	Increase the quantity of 15" RCP from 246 LF to 453 LF. 207 LF @ \$82.00	Add	\$16,974.00
<b><u>Item 41.</u></b>	Increase the quantity of 48" RCP from 28 LF to 32 LF. 4 LF @ \$250.00	Add	\$1,000.00
<b><u>Item 42.</u></b>	Decrease the quantity of 54" RCP from 118 LF to 116 LF. 2 LF @ \$415.00	Deduct	(\$830.00)
<b><u>Item 43.</u></b>	Decrease the quantity of 60" RCP from 170 LF to 168 LF. 2 EA @ \$450.00	Deduct	(\$900.00)
<b><u>Item 44.</u></b>	Decrease the quantity of Stabilization Stone from 100 TN to 72 TN. 28 TN @ \$40.00	Deduct	(\$1,120.00)

**Add Alt.#2 Chapman Street**

<b><u>Item 50.</u></b>	Decrease the quantity of Full Width Asphalt Mill 3" from 967 SY to 0 SY. 967 SY @ \$7.70	Deduct	(\$7,445.90)
<b><u>Item 51.</u></b>	Decrease the quantity of 3" Asphalt Surface Overlay from 967 SY to 0 SY. 967 SY @ \$17.05	Deduct	(\$16,487.35)

Subtotal \$45,526.45



For (Contract): 2017 Street and Drainage Improvements										Application Number: 3			
Application Period: June 30, 2018 thru January 31, 2019										Application Date: 31-Jan-19			
A				B	C	D		E		F		G	
Bid Item No.	Item Description		Bid Item Quantity	Unit	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed During Period	Prior Quantity Installed	Value of Work Installed Prior to Period (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
38	18" RCP 110 LF		110	LF	\$85.00	\$9,350.00							
39	24" RCP 36 LF		36	LF	\$180.00	\$6,480.00			110	\$9,350.00	\$9,350.00	100.0%	
40	20" RCP 161 LF		161	LF	\$120.00	\$19,320.00			36	\$6,480.00	\$6,480.00	100.0%	
41*	48" RCP 28 LF		32	LF	\$250.00	\$8,000.00	32	\$8,000.00	161	\$19,320.00	\$19,320.00	100.0%	
42*	24" RCP 118 LF		116	LF	\$415.00	\$48,140.00	116	\$48,140.00			\$8,000.00	100.0%	
43*	60" RCP 170 LF		168	LF	\$450.00	\$75,600.00	168	\$75,600.00			\$48,140.00	100.0%	
44*	Stabilization Stone 100 TN		72	TN	\$40.00	\$2,880.00	72	\$2,880.00			\$75,600.00	100.0%	
45	Back-Inlet Sediment Trap 3 each		3	EA	\$350.00	\$1,050.00	3	\$1,050.00			\$2,880.00	100.0%	
46	Seeding & mulching		1	LS	\$3,500.00	\$3,500.00	1	\$3,500.00			\$1,050.00	100.0%	
47	Testing Allowance		1	LS	\$2,000.00	\$2,000.00			1	\$2,000.00	\$3,500.00	100.0%	
<b>Add AB#1 Gaylord Street</b>													
48	Asphalt EdgeMill 1.5" 1333 SY		1333	SY	\$5.50	\$7,331.50			1333	\$7,331.50	\$7,331.50	100.0%	
49	1.5" Asphalt Surface Overlay 4900 SY		4900	SY	\$8.05	\$39,445.00			4900	\$39,445.00	\$39,445.00	100.0%	
<b>Add AB#2 Chapman Street</b>													
50*	Full Width Asphalt Mill 2" 967 SY		0	SY	\$7.70								
51*	3" Asphalt Surface Overlay 967 SY		0	SY	\$17.05								
<b>CHANGE ORDER NO. 1</b>													
8	CABC (Gaylord St.)		1742	SY	\$15.00	\$26,130.00			1742	\$26,130.00	\$26,130.00	100.0%	
2	Asphalt Surface (Gaylord St.)		2073	SY	\$10.65	\$22,077.45			2073	\$22,077.45	\$22,077.45	100.0%	
	Undercut Excavation (Gaylord St. & Ange St.)		2192.5	CY	\$16.00	\$35,080.00			2192.5	\$35,080.00	\$35,080.00	100.0%	
	Off Site Select Borrow Excavation (Gaylord St. & Ange St.)		1709	CY	\$12.00	\$20,508.00			1709	\$20,508.00	\$20,508.00	100.0%	
	Asphalt Patch - 2" Mill/2" Overlay (Vernon Ave.)		26	SY	\$22.75	\$591.50			26	\$591.50	\$591.50	100.0%	
	Asphalt Patch - 8" CABC/2" Asphalt Surface (Vernon Ave.)		25	SY	\$45.90	\$1,147.50			25	\$1,147.50	\$1,147.50	100.0%	
	Asphalt Milling - 2" Thickness (Tobias Rd.)		1556	SY	\$6.00	\$9,336.00			1556	\$9,336.00	\$9,336.00	100.0%	
	2" Asphalt Surface Overlay (Tobias Rd.)		1556	SY	\$11.40	\$17,738.40			1556	\$17,738.40	\$17,738.40	100.0%	
	60" CMP - Barberv Lane (20 LF)		1	LS	\$20,535.00	\$20,535.00			1	\$20,535.00	\$20,535.00	100.0%	
	Deduct Undercut Excav w/ offsite disp (75 CY)		-75	CY	\$16.00	-\$1,200.00			-75	-\$1,200.00	-\$1,200.00	100.0%	
	Deduct Offsite select borrow Excav (75 CY)		-75	CY	\$12.00	-\$900.00			-75	-\$900.00	-\$900.00	100.0%	
	Deduct Asphalt EdgeMill 1.5" 1333 SY (Gaylord St)		-1333	SY	\$5.50	-\$7,331.50			-1333	-\$7,331.50	-\$7,331.50	100.0%	
	Deduct 1.5" Asphalt Surface Overlay 4900 SY (Gaylord St)		-4900	SY	\$8.05	-\$39,445.00			-4900	-\$39,445.00	-\$39,445.00	100.0%	
<b>Totals</b>						<b>\$789,584.99</b>	<b>\$279,009.85</b>	<b>\$310,578.14</b>	<b>\$789,584.99</b>	<b>100.0%</b>			

\* Quantities have changed to reflect Change Order No. 2

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		2017 Street and Drainage Improvements		Application Number:		3						
Application Period:		June 30, 2018 thru January 31, 2019		Application Date:		31-Jan-19						
A				B	C	D	E	F	G			
Bid Item No.	Description	Bid Item Quantity	Unit	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed During Period	Prior Quantity Installed	Value of Work Installed Prior to Period (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization & Bonding	1	LS	\$5,636.77	\$5,636.77			1	\$5,636.77	\$5,636.77	100.0%	
2*	Remove Exist Curb&Gutter 385 LF	506	LF	\$7.00	\$3,542.00			506	\$3,542.00	\$3,542.00	100.0%	
3*	Remove exist Valley Gutter 96 LF	174	LF	\$10.00	\$1,740.00			174	\$1,740.00	\$1,740.00	100.0%	
4	General Grading (Vernon Ave ) 800 SY	860	SY	\$3.00	\$2,400.00	247	\$741.00	533	\$1,659.00	\$2,400.00	100.0%	
5*	24" Concrete Curb&Gutter 318 LF	517	LF	\$24.00	\$12,408.00	30	\$720.00	487	\$11,688.00	\$12,408.00	100.0%	
6*	36" Valley Gutter 118 LF	116	LF	\$32.00	\$3,712.00			116	\$3,712.00	\$3,712.00	100.0%	
7*	42" Valley Gutter 14 LF	0	LF	\$36.00	\$0.00			20	\$800.00	\$800.00	100.0%	
8*	48" Valley Gutter 42 LF	20	LF	\$40.00	\$800.00			38	\$3,230.00	\$3,230.00	100.0%	
9*	10" Valley Gutter 36 LF	38	LF	\$25.00	\$950.00			2	\$50.00	\$1,000.00	100.0%	
10	Concrete Driveway Apron 2 each	2	PA	\$1,850.00	\$3,600.00			2	\$3,600.00	\$3,600.00	100.0%	
11*	Undercut Excav w/diffuse dmp 75 CY	884	CY	\$16.00	\$14,144.00	737	\$11,792.00	147	\$2,352.00	\$14,144.00	100.0%	
12*	Off-site select borrow excav 75 CY	884	CY	\$12.00	\$10,608.00	737	\$8,844.00	147	\$1,764.00	\$10,608.00	100.0%	
13*	8" CMCC (Vernon Ave ) 800 SY	1633	SY	\$15.00	\$24,495.00	1080	\$16,200.00	533	\$8,295.00	\$24,495.00	100.0%	
14*	2" Asphalt Surface (Vernon Ave) 600 SY	1633	SY	\$10.65	\$17,391.45	1080	\$11,502.00	533	\$5,889.45	\$17,391.45	100.0%	
15*	Asphalt Patch 8" CAD/C 2" Asphalt 2070 SY	2134.5	SY	\$45.90	\$97,973.55	339	\$15,569.10	1795.5	\$82,413.45	\$97,973.55	100.0%	
16*	Asphalt Patch 2" Mill/2" asphalt 60 SY	253	SY	\$22.75	\$5,755.75	217	\$4,936.75	36	\$819.00	\$5,755.75	100.0%	
17*	Asphalt Edge Mill 1.5" 490 SY	0	SY	\$6.20	\$0.00			1465	\$8,790.00	\$8,790.00	100.0%	
18*	Asphalt Mill 2" 823 SY	1465	SY	\$6.00	\$8,790.00							
19*	Crack Seal 1 LS	0	LS	\$325.00	\$0.00							
20*	2" Asphalt surface overlay 1170 SY	1553	SY	\$11.40	\$17,704.20			1553	\$17,704.20	\$17,704.20	100.0%	
21*	1.5" Asphalt surface overlay 2057 SY	0	SY	\$8.25	\$0.00							
22	8" Concrete pad 50 SF	50	SF	\$30.00	\$1,500.00			50	\$1,500.00	\$1,500.00	100.0%	
23	Pavement Marking	1	LS	\$300.00	\$300.00	1	\$300.00			\$300.00	100.0%	
24	Soeding & mulching	1	LS	\$500.00	\$500.00	1	\$500.00			\$500.00	100.0%	
25*	Tracing Allowance	0	LS	\$2,000.00	\$0.00					\$200.00	100.0%	
<b>Drainage Improvements</b>												
26	Mobilization & Bonding	1	LS	\$10,938.42	\$10,938.42			1	\$10,938.42	\$10,938.42	100.0%	
27*	Remove Exist Curb&Gutter 140 LF	234	LF	\$7.00	\$1,638.00	123	\$861.00	111	\$777.00	\$1,638.00	100.0%	
28*	Remove Exist Storm Drain Pipe 869 LF	1076	LF	\$50.00	\$53,800.00	316	\$15,800.00	760	\$38,000.00	\$53,800.00	100.0%	
29*	Remove Exist Drain Structure 11 each	13	EA	\$500.00	\$6,500.00	3	\$2,500.00	8	\$4,000.00	\$6,500.00	100.0%	
30*	24" Concrete Curb&Gutter 140 LF	234	LF	\$35.00	\$8,190.00	123	\$4,305.00	111	\$3,885.00	\$8,190.00	100.0%	
31*	Asphalt Patch 8" CA/BC 2" Asphalt 352 SY	268	SY	\$46.00	\$12,328.00	268	\$12,328.00			\$12,328.00	100.0%	
32*	Remove Exist Sansewer/Replace DIP 4 each	6	EA	\$2,500.00	\$15,000.00	2	\$5,000.00	4	\$10,000.00	\$15,000.00	100.0%	
33*	WaterMain & StormDrain/Drop Assm 5 each	3	EA	\$7,250.00	\$21,750.00	1	\$7,250.00	2	\$14,500.00	\$21,750.00	100.0%	
34*	Tie into Exist Drain Structure 3 each	4	EA	\$500.00	\$2,000.00			4	\$2,000.00	\$2,000.00	100.0%	
35*	Catch Basin 10 each	12	EA	\$4,500.00	\$54,000.00	4	\$18,000.00	8	\$36,000.00	\$54,000.00	100.0%	
36	Drop Inlet 1 each	1	EA	\$2,500.00	\$2,500.00	1	\$2,500.00			\$2,500.00	100.0%	
37*	15" RCP 246 LF	453	LF	\$82.00	\$37,146.00			453	\$37,146.00	\$37,146.00	100.0%	

\* Quantities have changed to reflect Change Order No. 2



Town of Winterville  
2017 Street Improvements

November 2017

for or in connection with any material, appliances, machinery, fixtures or furnishings placed upon or installed in the Real Property and Project:

It is further understood that this document is submitted to the Owner for its reliance and assurance to others that all liens and claims relating to the Work furnished by the Undersigned are paid or resolved.

It is further understood and agreed that this document also constitutes an "instrument of satisfaction" which the Owner may exhibit, whereupon the Clerk of Superior Court shall cancel of record any and all liens by or through the Undersigned in connection with the Real Property and Project, all as provided by N.C.G.S. §44A-16(2) and as may be amended.

(Name of First Tier Contractor)

Tripp Bro's Inc.

By:

(Print) Bobby J. Tripp

Dated:

2-5-19

Title:

President

Authorized Representative

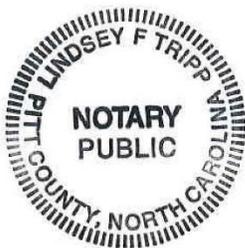
STATE OF NORTH CAROLINA  
COUNTY OF Pitt

Subscribed and sworn to before me this 5 day of Feb, 2019.

NOTARY PUBLIC

My Commission Expires:

2/9/21



WAIVER OF LIEN

(00626) WL-2

SUBCONTRACTOR SALES TAX REPORT  
 STATE AND LOCAL TAX PAID  
 SUBCONTRACTOR: TRIPP BRO'S, INC.  
 PROJECT: Town of Winterville

PERIOD ENDING: 1/31/2019  
 PAGE: 1

VENDOR	DATE	INVOICE #	INVOICE AMOUNT	STATE TAX	COUNTY TAX	COUNTY
Adam's Products	7/31/208	301688915	25.51	1.13	0.54	Pitt
Adam's Products	08/09/2018	301695025	38.26	1.70	0.80	Pitt
Adam's Products	08/09/2018	301695026	38.26	1.70	0.80	Pitt
Adam's Products	08/28/2018	301707422	802.50	35.63	16.88	Pitt
Adam's Products	08/30/2018	301709547	151.79	6.74	3.19	Pitt
Adam's Products	08/23/2018	301704482	49.82	2.21	1.05	Pitt
Adam's Products	09/10/2018	301715475	20.46	0.91	0.43	Pitt
Adam's Products	09/04/2018	301711310	380.17	16.88	7.99	Pitt
Adam's Products	09/10/2018	301715330	1,486.58	65.99	31.26	Pitt
Adam's Products	09/10/2018	301715429	552.47	24.53	11.62	Pitt
Adam's Products	09/10/2018	301715480	114.69	5.09	2.41	Pitt
Adam's Products	09/20/2018	301720609	469.73	20.85	9.88	Pitt
Adam's Products	09/10/2018	901715466	2,132.64	94.67	44.85	Pitt
Adam's Products	09/11/2018	301716281	65.29	2.90	1.37	Pitt
Adam's Products	10/25/2018	301742750	754.18	33.48	15.86	Pitt
Adam's Products	10/25/2018	301742947	3,158.48	140.21	66.42	Pitt
Argos	09/11/2018	91216273	799.29	35.48	16.81	Pitt
Argos	09/06/2018	91211697	533.93	23.70	11.23	Pitt
Argos	09/27/2018	91236018	268.57	11.92	5.65	Pitt
Consolidated Pipe & Pipe Co	08/09/2018	7382023	834.19	37.03	17.54	Pitt
Consolidated Pipe & Pipe Co	08/21/2018	7382408	38.52	1.71	0.81	Pitt
Consolidated Pipe & Pipe Co	08/24/2018	7382431	107.00	4.75	2.25	Pitt
Consolidated Pipe & Pipe Co	08/30/2018	7382475	652.71	28.98	13.73	Pitt
Ferguson Enterprises, INC	08/07/2018	1771294	278.20	12.35	5.85	Pitt
Ferguson Enterprises, INC	10/03/2018	1783919	68.46	3.04	1.44	Pitt
Greenville Ready Mix Concrete	07/31/2018	210402	298.53	13.25	6.28	Pitt
Greenville Ready Mix Concrete	08/14/2018	210752	828.19	36.77	17.42	Pitt

SUBCONTRACTOR SALES TAX REPORT  
 STATE AND LOCAL TAX PAID  
 SUBCONTRACTOR: TRIPP BRO'S, INC.  
 PROJECT: Town of Winterville

PERIOD ENDING: 1/31/2019  
 PAGE: 2

Greenville Ready Mix Concrete	08/09/2018 210752	250.39	11.12	5.27	Pitt
Greenville Ready Mix Concrete	08/27/2018 211111	319.93	14.20	6.73	Pitt
Specialty Tool & Supply	09/04/2018 0747776-IN	189.39	8.41	3.98	Pitt
The Lane Construction Corporation	10/11/2018 1938628	6,389.78	283.66	134.36	Pitt
		22,097.91	980.98	464.68	

I, LINDSEY TRIPP, CERTIFY THAT THE FOREGOING STATEMENT OF APPLICABLE SALES TAXES PAID IN CONNECTION WITH THE REFERENCED CONTRACT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: 

DATE: 2/5/19

### **NEW BUSINESS:**

Approval of Task Order 25 with the Wooten Co. for Winterville Manual of Standard Designs and Details Update.

Public Works Director Welborn explained the design criteria for the update. The existing Manual adopted in 2001 and put in place in 2002 needs updating. The approved budget for this update is \$50,000. The Wooten Company is proposing a ceiling fee of \$40,000. Town Manager Parker talked with other Engineering firms and noted the fee was higher. Councilwoman Roberson asked if this would entail a Recreation fee. Public Works Director Welborn said this is just for public works. The recreation fee is in the subdivision ordinance. Councilwoman Roberson noted concerns from the board recently concerning the roll curb versus standard curb. Public Works Director Welborn said we want to add this in the update.

**Motion made by Councilman Hines and seconded by Councilwoman Roberson to approve Task Order 25 with the Wooten Co. for Winterville Manual of Standard Designs and Details Update. The motion carried unanimously, 5-0.**

This is Task Order No. 25  
consisting of 3 pages.

**Task Order No. 25**

---

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated September 10, 2015 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Standard Construction Specifications and Details Update

B. Description: Provide update to existing Standard Specifications and Details for Water, Sewer, Roadways and Storm Drainage Systems.

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under N/A Construction Contracts.

2. Services of Engineer

Design Services

- **Meet with the Owner to review existing Standards of Design, Details, and Specifications.**
- **Prepare a Table of Contents for Water, Sewer, Roadway and Storm Drainage outlining the proposed new Standards. Obtain approval by the Owner. It is anticipated that the Standards will be prepared for each major utility system.**
- **Standards for Design will reference current industry standards, and State and Federal design requirements.**
- **Standards for Specifications will utilize industry standard specifications formatted in current CSI standards.**
- **Standard Details will be based on the current Owner standards modified to current industry practice.**
- **Deliverables will include Four (4) hard copies in loose leaf binder, 1 CD in MS Word and AutoCAD readable Standard Details.**

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: **No modifications.**

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<b><u>Design Services</u></b>	<b><u>June 30, 2019</u></b>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
<b>Design Services</b>	<b>Hourly Rate</b>	<b>\$ 40,000.00</b>

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. **Ceiling Fee will not be exceeded without written consent of the Owner.**

6. Consultants: **With written consent of the Owner.**

7. Other Modifications to Agreement: **None.**

8. Attachments: **Appendix 1, Schedule of Fees.**

9. Documents Incorporated By Reference: **None.**

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 11, 2019.

**OWNER:**

**Town of Winterville, NC**

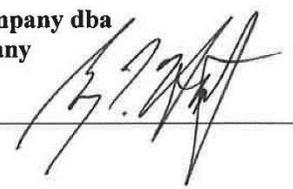
By (Signature): \_\_\_\_\_

Typed Name: Douglas A. Jackson

Title: Mayor

**ENGINEER:**

**L.E. Wooten & Company dba  
The Wooten Company**

By (Signature):  \_\_\_\_\_

Typed Name: Gary D. Hartong

Title: Executive Vice President

Engineer License or Firm's  
Certificate No. F-0115  
State of: North Carolina

**DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:**

Typed Name: Terri Parker

Title: Town Manager

Address: P. O. Box 1459  
Winterville, NC 28590

E-Mail  
Address: terriparker@wintervillenc.com

Phone: (252) 215-2340

Fax: (252) 321-8455

**DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:**

Typed Name: Derrick C. Smith

Title: Regional Manager

Address: 310 W. 14th Street  
Greenville, NC 27834

E-Mail  
Address: dsmith@thewootencompany.com

Phone: (252) 757-1096

Fax: (252) 757-3221

THE WOOTEN COMPANY  
SCHEDULE OF FEES  
ENGINEERING COST BREAKDOWN  
HOURLY RATES FOR WAGE CATEGORIES

Wage Category	Hourly Billing Rate
Engineer I	\$ 90
Engineer II	\$ 118
Engineer III	\$ 146
Engineer IV	\$ 190
Architect II	\$ 135
Designer I	\$ 75
Designer II	\$ 90
Designer III	\$ 106
Designer IV	\$ 129
Construction Admin I	\$ 87
Construction Admin II	\$ 146
Construction Admin III	\$ 190
Construction Observer / Resident Project Representative	\$ 90
Utility Coordinator II	\$ 110
Utility Coordinator III	\$ 132
Survey Technician I	\$ 45
Survey Technician II	\$ 65
Survey Technician III	\$ 85
Survey Technician IV	\$ 105
Surveyor II	\$ 105
Surveyor III	\$ 125
Surveyor IV	\$ 146
GIS Analyst II	\$ 80
GIS Analyst III	\$ 105
GIS Analyst IV	\$ 120
Community Development Coordinator	\$ 109
Housing Rehabilitation Specialist	\$ 84
Project Assistant	\$ 77

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

The Wooten Company makes annual adjustments on July 1st of each year. The above hourly rates reflect current rates for the period through June 30, 2019. Hourly billing rates will change next on July 1, 2019 to reflect Direct Payroll Costs (salaries) being paid at that time.

Effective Rates July 1, 2018 through June 30, 2019

Appointment to Recreation Advisory Board:

Parks and Recreation Director Johnston noted that we have two non-resident openings existing on the Advisory Board. We have one application from Alexis Davis that meets the non-resident membership condition. Councilwoman Roberson asked what the residency criteria is. Parks and Recreation Director Johnston said they live outside the Town limits but live within the Winterville Township. Councilman Hines asked what that area consisted. Town Manager Parker suggested we decide if Township versus extraterritorial jurisdiction is better. Councilman Hines asked that we look at the language to make it so it does not go that far. Attorney Lassiter said if we move from the Township, we need to find a jurisdiction closer to home. Councilman Hines asked do we need to revamp the language first. Town Manager Parker noted the applicant lives in Sterling Point. Parks and Recreation Director Johnston said the board consists of six residents and three non-residents. We could grandfather the one present member outside the extraterritorial jurisdiction until their term expires.

**Motion made by Councilman Hines and seconded by Councilman Moore to table until we revise the jurisdiction. The motion carried unanimously, 5-0.**

Approval of Sale of 1988 Ford 3910 Tractor to the Town of Grifton.

Councilman Moye asked to know more about the item. Public Works Director Welborn said the 1988 Ford tractor that is 30 years old. The town bought a new tractor this year. The Town of Grifton needs the tractor and is willing to pay \$4,500.

**Motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the Sale of 1988 Ford 3910 Tractor to the Town of Grifton. The motion carried unanimously, 5-0.**

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

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

**WHEREAS**, the Town of Winterville owns a 1988 Ford 3910 tractor; and

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

**WHEREAS**, the Town of Winterville has determined that it is in the best interest of the Town to convey the 1988 Ford 3910 tractor, VIN #BB84871 to The Town of Grifton, and deems it wise to do so for \$4,500.

**THEREFORE**, The Winterville Town Council resolves that:

The Town of Winterville hereby conveys to the Town of Grifton the following property:  
1988 Ford 3910 tractor, VIN #BB84871 to The Town of Grifton.

The property herein described shall be conveyed for \$4,500.

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

Approved this 11th day of February 2019.

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

By: \_\_\_\_\_  
Amy Parker Barrow, Acting Town Clerk

SEAL

Clarification of Speed Limit Ordinances on Mill Street, Church Street, and Reedy Branch Road.

Public Works Director Welborn suggested Council approve each street individually. Public Works Director Welborn contacted DOT about posting the 55 mph sign at Reedy Branch Road and Mill Street. He kept nudging them and received the response that the Town and DOT need to adopt ordinances to change the speed limits. Some are already 35 but not posted in the County. DOT automatically lowers the speed limit for an annexed street to 35 mph, unless modified higher or lower.

The first ordinance is Mill Street north of Worthington Street 45 mph to 35 mph runs all the way out to 45 mph. Mayor Pro Tem Smith noted we are we just changing the ordinance. Ordinance #1036308 is the existing ordinance for the 45 mph zone on Mill Street from Worthington Street to the old corporate limits south of Vernon White Road. Repeal this ordinance and a new ordinance (#1074824) approved. The new ordinance simply extends the 45 mph zone to the end of Mill Street at Winterville Parkway since the entire street is now within the corporate limits.

Councilwoman Roberson asked about Worthington Street to Highway 11 on Mill Street 45 mph. Councilman Hines said purpose of the change to line up condition. Public Works Director Welborn said ordinance would read 45 mph around Worthington Street out to Highway 11 signs already there, just to match the current signage. Councilwoman Roberson noted there is a lot of traffic on that street.

**Motion made by Councilman Hines and seconded by Councilman Moore to repeal Ordinance #1036308 and enact Ordinance #1074824. The motion carried unanimously, 5-0.**

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

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Concurring State Ordinance Number: 1036308

Division: 2      County: PITT

Municipality: WINTERVILLE

Type: Municipal Speed Zones

Road: SR 1149

Car: 45 MPH

Truck: 45 MPH

Description: SR 1149 from Worthington Street, a point 0.10 mile north of SR 1129, northward to the northern corporate limit of Winterville, a point 0.18 mile south of SR 1130.

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**Municipal Certification**

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

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my hand and the municipal seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

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

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

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

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Concurring State Ordinance Number: 1074824

Division: 2      County: PITT

Municipality: WINTERVILLE

Type: Municipal Speed Zones

Road: SR 1149

Car: 45 MPH

Truck: 45 MPH

Description: Between Worthington Road and Winterville Parkway

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**Municipal Certification**

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

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

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

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

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Public Works Director Welborn said Ordinance #1036319 is proposed by DOT to repeal the 25 mph zone on Mill Street that extends 750 LF in either direction from its' intersection with Main Street This ordinance was adopted in 1997 however, it does not appear that signage was ever installed or the speed limit enforced. DOT recommends repealing this ordinance such that this section of road will revert to a 35 mph speed limit.

**Motion made by Councilman Moore and seconded by Councilwoman Roberson to repeal Ordinance #1036319. The motion carried unanimously, 5-0.**

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

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**Concurring State Ordinance Number:** 1036319

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1149

**Car:** 25 MPH

**Truck:** 25 MPH

**Description:** SR 1149 from a point 0.15 mile south of SR 1133 northward to a point 0.15 milenorth of SR 1133.

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**Municipal Certification**

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

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my hand and the municipal seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

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

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

Public Works Director Welborn noted Ordinance #1036309 is the existing ordinance for the 45 mph zone on Mill Street, south of Liberty Street. Currently this zone extends southward from Liberty Street to a point slightly south of Laurie Ellis Road that was the old corporate limits. DOT proposes to repeal this ordinance and enact a new ordinance that extends the 45 mph zone further south to the new corporate limits (Ordinance #1074825). The new 45 mph zone will be from a point 150 LF south of Liberty Street to a point 175 LF south of Emily Drive. Proposed Ordinance #1074826 will cover the remaining portion of Mill Street out to Reedy Branch Road and this portion will remain at 55 mph.

Public Works Director Welborn said Church Street out by Reedy Branch Road (Church Street Extension); operates at 55 mph DOT to sign it 55 mph. Councilman Moye said it should not be 55 mph with all the development. Town Manager Parker noted there is development under way. Mayor Pro Tem Smith suggested we go back to DOT for 45 mph.

**Motion made by Councilman Moore and seconded by Councilman Moye to repeal Ordinance #1036309 and enact Ordinance #1074825 and Ordinance #1074826. The motion carried unanimously, 5-0.**

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

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**Concurring State Ordinance Number:** 1036309

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1149

**Car:** 45 MPH

**Truck:** 45 MPH

**Description:** SR 1149 from the southern corporate limit of Winterville, a point 0.25 mile south of SR 1713, northward to Liberty Street, a point 0.30 mile north of SR 1713

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**Municipal Certification**

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

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my hand and the municipal seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

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

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

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

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**Concurring State Ordinance Number:** 1074825

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1149

**Car:** 45 MPH

**Truck:** 45 MPH

**Description:** Between a point 175 feet south of Emily Drive and a point 150 feet south of Liberty Street.

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**Municipal Certification**

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

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

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

(municipal seal)

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**Department of Transportation Approval**

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

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

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

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**Concurring State Ordinance Number:** 1074826

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1149

**Car:** 55 MPH

**Truck:** 55 MPH

**Description:** Between SR 1131 and a point 175 feet south of Emily Drive.

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**Municipal Certification**

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

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

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

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

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Public Works Director Welborn noted Ordinance #1074827 proposed to enact a 55 mph speed limit on Church Street from Reedy Branch Road to a point approximately 1,700 LF south of Laurie Ellis Road DOT recommends this change due to the change in the corporate limits. The Town Council did not approve of this ordinance and instead requested that the speed limit be 45 mph on Church Street from Reedy Branch Road to Park Road. If DOT agrees, please prepare an ordinance for execution. Council did not enact Ordinance #1074827.

Public Works Director Welborn noted Ordinance #1074828 proposes across from OPS, to enact a 45 mph speed limit on Church Street from Laurie Ellis Road to a point approximately 1,700 LF south of Laurie Ellis Road This is due to the change in the corporate limits and is recommended by DOT.

**Motion made by Councilman Hines and seconded by Councilman Moore to enact an ordinance to extend 35 mph from Laurie Ellis to Park Street and from Park Street to Town limits, 45 mph. The motion carried unanimously, 5-0.**

Town Manager Parker noted we would make an ordinance to submit to DOT for adoption. Mayor Pro Tem Smith said speed limits Board send something to DOT concerning Laurie Ellis Road changed to 35 mph, Old Tar Road on Laurie Ellis Road, 45 mph until town limits and then 35 mph.

In addition to the ordinances proposed by DOT, Town Council also voted to request that the speed limit reduce on Laurie Ellis Road to 45 mph from Old Tar Road to the Town limits just east of Oakwood Drive, and 35 mph from the Town limits just east of Oakwood Drive all the way to Mill Street. The speed is currently 55 mph from Old Tar to the Town limits and 45 mph from the Town limits to Mill Street. This is due to the increased development in that area and additional traffic.

**Motion made by Councilman Hines and seconded by Councilman Moye to request DOT that the speed limit reduce on Laurie Ellis Road to 45 mph from Old Tar Road to the Town limits just east of Oakwood Drive, and 35 mph from the Town limits just east of Oakwood Drive all the way to Mill Street. The motion carried unanimously, 5-0.**

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

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Concurring State Ordinance Number: 1074827

Division: 2      County: PITT

Municipality: WINTERVILLE

Type: Municipal Speed Zones

Road: SR 1714

Car: 55 MPH

Truck: 55 MPH

Description: Between SR 1131 (Reedy Branch Rd) and a point 1700 feet south of SR 1713 (Laurie Ellis Rd).

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**Municipal Certification**

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

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

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

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

---

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

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**Concurring State Ordinance Number:** 1074828

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1714

**Car:** 45 MPH

**Truck:** 45 MPH

**Description:** Between a point 1700 feet south of SR 1713 (Laurie Ellis Rd) and SR 1713.

---

**Municipal Certification**

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

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my hand and the municipal seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

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

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

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Public Works Director Welborn noted Ordinance #1074829 proposes to establish a 55 mph speed limit on Reedy Branch Road from a point 900 LF east of Church Street all the way to Mill Street This is due to a change in the corporate limits and recommendation by DOT.

**Motion made by Councilman Moore and seconded by Councilman Hines to enact Ordinance #1074829 approve the item. The motion carried unanimously, 5-0.**

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

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**Concurring State Ordinance Number:** 1074829

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1131

**Car:** 55 MPH

**Truck:** 55 MPH

**Description:** Between a point 900 feet east of SR1714 (Church St) and SR 1149 (Mill St).

---

**Municipal Certification**

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

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

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

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

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Public Works Director Welborn noted Ordinance #1074830 proposes to establish a speed limit of 50 mph on Reedy Branch Road from Mill Street to Winterville Parkway per DOT recommendation.

**Motion made by Councilman Moore and seconded by Councilman Hines to enact Ordinance #1074830. The motion carried unanimously, 5-0.**

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

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**Concurring State Ordinance Number:** 1074830

**Division:** 2      **County:** PITT

**Municipality:** WINTERVILLE

**Type:** Municipal Speed Zones

**Road:** SR 1131

**Car:** 50 MPH

**Truck:** 50 MPH

**Description:** Between SR 1149 (Mill St) and NC11 (Winterville Parkway).

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**Municipal Certification**

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

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

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

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

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Public Works Director Welborn noted he would report to DOT. Councilman Moore asked about the speed limit on Forlines Road by the Kiwanis. Public Works Director Welborn always 35 if annexed into the Town.

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

Town Manager Parker needed we have a workshop on Stormwater, suggest we do in March before the budget. Town Manager will reach out with possible dates. Councilwoman Roberson asked if that would include fees. Town Manager Parker certainly part of the conversation along with some of the challenges staff has had.

### **REPORTS FROM DEPARTMENT HEADS:**

1. Department Heads Updated the following projects currently underway:

- ❖ Minimum Housing/Code Enforcement (TLP): Town Manager Parker noted staff burned down a house on Academy Street through minimum housing and code enforcement continues on top of the list.
- ❖ Tar Road Widening Project – Electric Engineering/Relocation (RS): Recommend a proposal, talked with them this week.
- ❖ New Electric Territory Engineering/Installation (RS): Recommend a proposal, talked with them this week.
- ❖ LED lighting (RS): Streetlight with a white or blue glow, you are a Winterville Customer; working on backyard lights now. Councilman Moye asked should we see some savings. Electric Director Sutton not metered but should see a 50% savings; Councilman Moye said, no way of seeing the cost savings. Electric Director Sutton said you would have to meter all the lights.
- ❖ Fork Swamp Greenway Project (EJ): Master Greenway Plan in the draft process; hoping to have a final document at next month's meeting; 25% plans later this month. Councilwoman Roberson asked have you sent out surveys. Parks and Recreation Director Johnston said yes including social media.
- ❖ Resurfacing of the Hillcrest Basketball Courts (EJ): Courts completed Friday February 8; six total goals and backboards.
- ❖ Multi-Purpose Building Site Plan (EJ)
- ❖ General Parks and Rec (EJ): T-ball starting up and daddy daughter dance Friday, February 15.
- ❖ Winterville Market/Town Common Plan (TLP): market town commons plan progressing.
- ❖ Winterville Land Use Plan (BJ): Steering committee member Pastor Darron Carmon has accepted; flier for public engagement inviting public to Public Visioning Session Meeting Monday, February 25 6-8 pm; send to members; social media. Councilman Hines said west side of town extending the ETJ. Town Manager Parker noted currently have agreements in place that may limit our ability to get out to the bypass; time spent on welcoming and getting our town attractive; Town Manager Parker will get those back out to everyone.
- ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (TW): 90% structural plans and easements working on permits concurrently.
- ❖ 2018 SRF Application (Sewer Rehabilitation) (TW): camera and cleaning the lines; Thursday had to leave for an emergency; work tonight and should be done by Wednesday.
- ❖ Church Street Pump Station Rehabilitation (TW): low bidder came back good; working on easement; bring the contract for approval in March; too wet right now.
- ❖ Dog holding pen (TW): rebuilt a new roof, new post; salt treated, Town Manager Parker been keeping up with Ms. Jaimeson; old roof may have been a couple of drips and have a screen on the side, Ms. Jaimeson has discussed purchasing some dome type houses.
- ❖ Sidewalk improvement project (TW): should get back contract this week.

- ❖ Fire Department (TLP): Fire Chief Moore not feeling well; 13 offers and the majority start the February 18; excited about the opportunities; have new truck in late March; Councilman Hines noted we had a great team helping with the process. Town Manager Parker said, yes we had 3 outside agents

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

**Attorney Lassiter:** no report reminder that there is a closed session.

**Councilman Moore:** No report.

**Councilwoman Roberson:** no comment, Recognize Judge Hastings in attendance.

**Mayor Pro-Tem Smith:** None.

**Councilman Moye:** No report - Welcome and thank the youth for coming out tonight from South Central High School.

**Councilman Hines:** No report.

**ANNOUNCEMENTS:** Town Manager Parker read the following announcements:

1. Planning and Zoning Board Meeting – Monday, February 18 – 7:00 pm - Town Hall Assembly Room.
2. Special Called Council Meeting/Electric Rate Workshop - Tuesday, February 19 – 6:00 pm - Town Hall Executive Conference Room.
3. Board of Adjustment Meeting – Tuesday, February 19 – 7:00 pm - Town Hall Assembly Room.
4. Town & State Dinner – Wednesday, February 20, 2019 – 2:00 pm to 7:30 pm at Raleigh Convention Center.
5. Comprehensive Land Use Plan Public Input Meetings:
  - ✓ Monday, February 25, 2019 – 11:00am - Downtown Walking Tour (meet at Town Hall).
  - ✓ Monday, February 25, 2019 – 6:00pm – 8:00pm - Public Visioning Session at Town Hall.
  - ✓ Tuesday, February 26, 2019 – 6:00pm - 7:30pm - Presentation & Open House at Town Hall.
  - ✓ Wednesday, February 27, 2019 – 8:00am - Coffee Talk at the Depot.

**Motion made by Councilman Moore and seconded by Councilman Hines to adjourn into Closed Session. Motion carried unanimously, 5-0. Meeting adjourned into Closed Session at 8:34 pm**

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

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. (Discuss the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.)

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

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

**ADJOURN: Motion made by Councilman Moore and seconded by Councilwoman Roberson to adjourn regular meeting. Motion carried unanimously, 5-0. Meeting adjourned at 9:00 pm.**

Adopted this the 8<sup>th</sup> day of April, 2019.

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Douglas A. Jackson, Mayor

ATTEST:

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Donald Harvey, Town Clerk



**Winterville Town Council  
February 19, 2019 – 7:00 PM  
Electric Rate Workshop Minutes**

The Winterville Town Council met in an Electric Rate Workshop on the above date at 6:00 PM in the Town Hall Assembly Room, with Mayor Douglas A. Jackson presiding. The following were present:

Douglas A. Jackson, Mayor  
Mark Smith, Mayor Pro-Tem  
Ricky Hines, Councilman  
Tony Moore, Councilman  
Johnny Moye, Councilman  
Veronica Roberson Councilwoman  
Keen Lassiter, Town Attorney  
Terri L. Parker, Town Manager  
Ben Williams, Assistant Town Manager  
Robert Sutton, Electric Director  
Anthony Bowers, Finance Director  
Amy P. Barrow, Executive Staff Assistant/Human Resource Assistant

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

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

**WELCOME:** Mayor Jackson welcomed the public.

**APPROVAL OF AGENDA:**

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

**ITEMS TO BE CONSIDERED:**

Electric Rate Presentation and Discussion: Town Manager Parker a year ago, we discussed the contract with NTE Staff and asked for 12 months to give a cost estimate. Go through the process again. We are not asking for a vote, just giving lots of information. A copy of the PowerPoint presentation and Electric Cost of Services Study from PowerServices is in front of you. Electric Director Sutton gave the following presentation:

# Town of Winterville Electric Rate Workshop February 19, 2019

1

## **REVENUES (INCOME) VERSUS EXPENDITURES (COSTS)**

The Town has 3,173 customers, of which 89% (2,824), are residential customers. The residential customer base accounts for nearly 75% (\$4.675M), of the Town's electric revenues.

### **Revenues Include**

- Electric Sales
- Service Charges and Fees

### **Expenses Include**

- Wholesale Power Costs – NTE (account for nearly 50% of operating budget)
- Transmission Costs – Duke Energy Progress, GUC (account for approximately 9% of operating budget)
- Materials – Wire, Transformers, Meters, Lights, etc.
- Equipment – Bucket Trucks, Digger Derricks, Backhoes, Tractors, Trenchers, Trailers
- Staff – Labor (Salaries and OT)
- Debt Service – Outstanding or Unpaid Balances (Capital Improvement Projects)

2

## EXPENSE REDUCTIONS

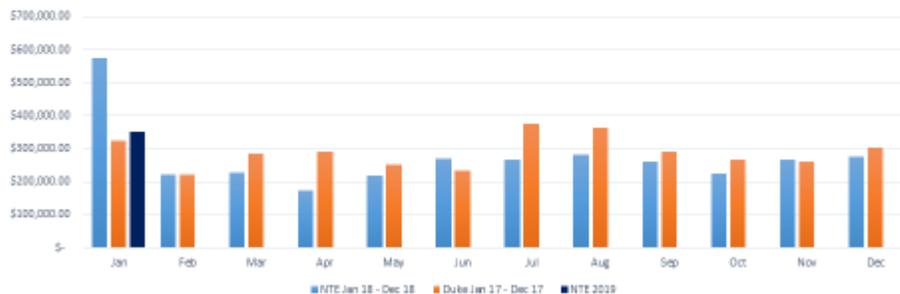
Expense Reductions, although not a source of revenue, are vital to lowering the Town's operational expenses and keeping rates low and sustainable. Staff has identified two sources, NTE for wholesale power purchases and the Public Energy Authority of Kentucky (PEAK) for a gas pre-purchase contract, that significantly reduce our Purchase Power costs.

When comparing the total wholesale purchase power costs from NTE in 2018 versus Duke in 2017 the Town realized a savings of \$207,113.73. Additionally, when identical consumption values are applied to Duke's projected 2018 charges for wholesale purchase power versus the 2018 NTE actual charges, a projected savings of \$387,612.81 would be realized.

Staff estimates a yearly savings of approximately \$114,000 attributable to the Pre-purchase Gas Contract. This savings should be realized beginning in Fiscal Year 2019/2020. This savings should also help offset the additional Transmission Fees GUC began charging in 2018. These additional charges created approximately \$78,000 in additional expenditures.

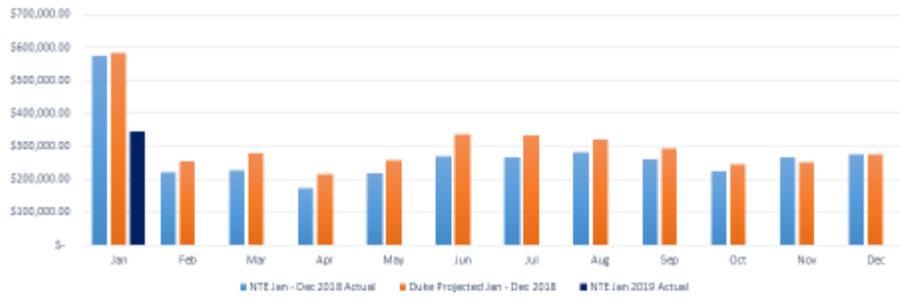
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### 2018-DATE NTE ACTUAL VERSUS 2017 DUKE ACTUAL POWER PURCHASE COMPARISON



4

## 2018-DATE NTE ACTUAL VERSUS 2018 DUKE PROJECTED POWER PURCHASE COMPARISON



5

## ELECTRIC RETAIL SALES HISTORY 2014-2018

Several factors account for swings in the Town's retail electric sales. The most prominent of these being weather. Severe summer and winter seasons can impose a significant impact on both revenues (sales) collected from our customers and expenses (purchase power) paid to the Town's wholesale provider, NTE. Additionally, a growing customer base and economy lead to increases.

2014 - \$6,013,322  
 2015 - \$6,038,446  
 2016 - \$5,999,987  
 2017 - \$6,127,815  
 2018 - \$6,741,423

6

## **UNASSIGNED RETAINED EARNINGS HISTORY 2014-2018**

These are funds not designated for a particular purpose. They are sometimes used, particularly during periods of high interest rates, to assist with Capital Projects or Purchases. They may also be accessed during severe events such as hurricanes, tornados or ice storms. Substation and Delivery Point Improvements and weather events/natural disasters can greatly impact these funds.

2014 - \$4,639,052  
2015 - \$5,558,283  
2016 - \$5,934,482  
2017 - \$6,554,801  
2018 - \$7,143,123

7

## **ELECTRIC RETAIL SALES HISTORY 2014-2018**

Several factors account for swings in the Town's retail electric sales. The most prominent of these being weather. Severe summer and winter seasons can impose a significant impact on both revenues (sales) collected from our customers and expenses (purchase power) paid to the Town's wholesale provider, NTE. Additionally, a growing customer base and economy lead to increases.

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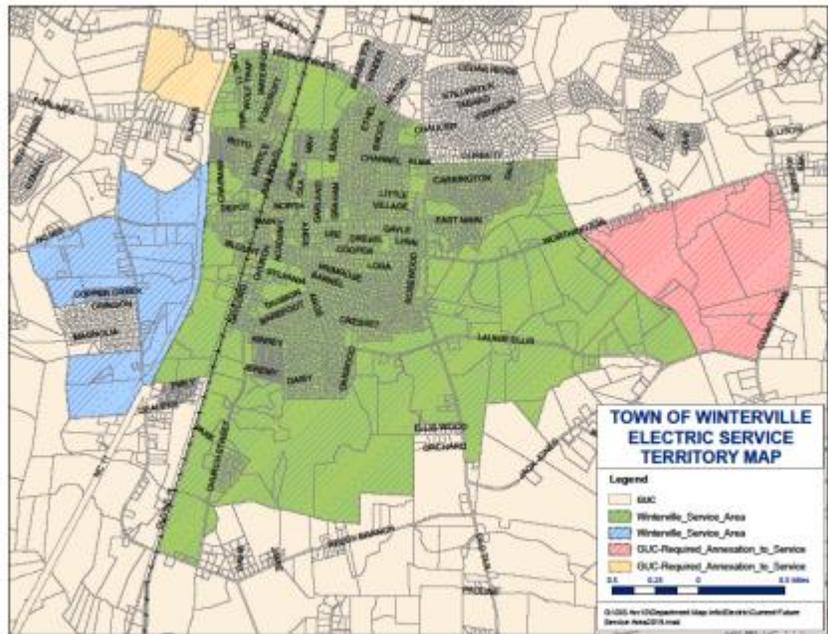
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## ***ELECTRIC FUND TRANSFERS TO GENERAL FUND***

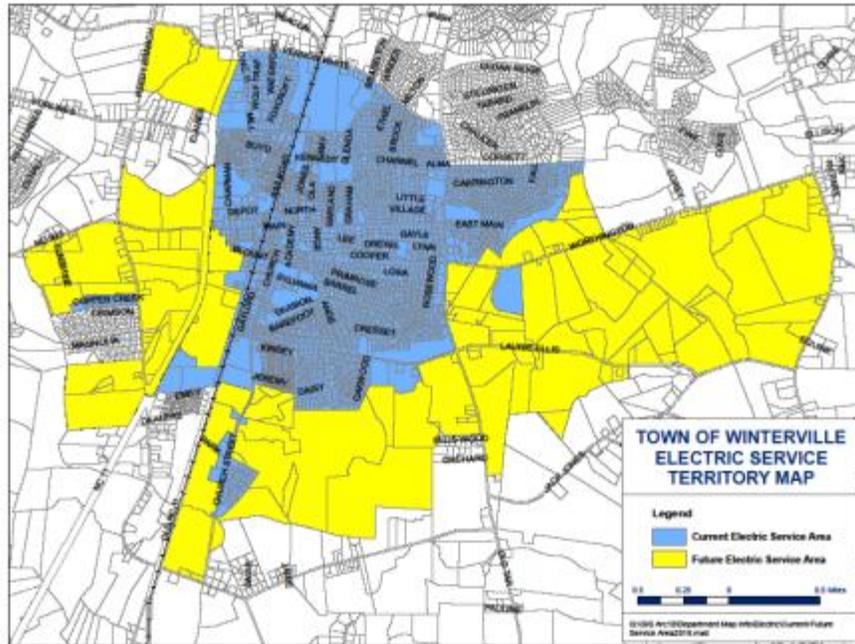
The Town, like many other municipalities, has historically transferred monies from the Electric Fund to the General Fund to balance the budget. The General Fund includes Administration, Parks and Recreation, Police, Fire, Finance, Public Buildings, Public Works, Planning and Zoning and Economic Development. These transfers have assisted with maintaining low tax rates and fees. They also have been a useful tool for maintaining amenities that enrich our citizens lives while projecting the Town's vision.

<u><b>FY TRANSFER</b></u>	<u><b>TAX RATE EQUIVALENT</b></u>	<u><b>ELECTRIC REVENUE %</b></u>
<b>2014 - \$230,192</b>	<b>\$ .0325</b>	<b>3.8</b>
<b>2015 - \$188,552</b>	<b>\$ .0266</b>	<b>3.1</b>
<b>2016 - \$215,444</b>	<b>\$ .0304</b>	<b>3.6</b>
<b>2017 - \$215,000</b>	<b>\$ .0303</b>	<b>3.5</b>
<b>2018 - \$311,000</b>	<b>\$ .0439</b>	<b>4.6</b>

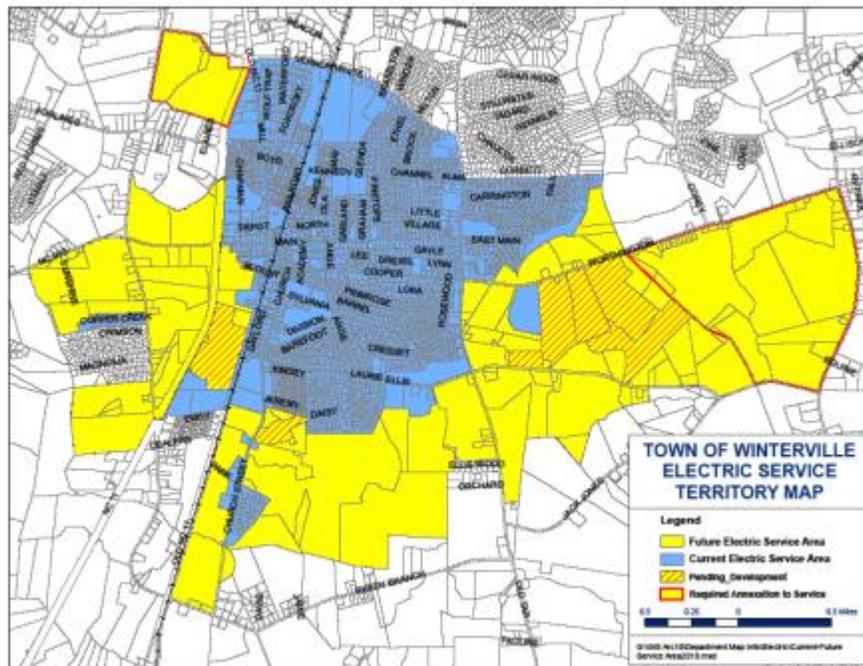
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11



12

## **CURRENT DEBT SERVICE**

The Town currently has three items assigned to Debt Service. Two of the items are for substation improvements and the other is for a line truck. The Town currently has the following debt service schedule:

2019 - \$	382,234
2020 - \$	381,691
2021 - \$	380,604
2022 - \$	379,518
2023 - \$	152,199
2024 - \$	98,112
2025 - \$	98,112

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## **PROJECTED DEBT SERVICE**

A conservative projection for future Debt Service should include impacts from the Electric Service Territorial Agreement with GUC. Specific infrastructure improvements may target Transmission and Delivery Points, Substations and Distribution Circuit Reconductoring and Extensions.

Staff, in conjunction with the Town's Electric Engineer, currently project the new territorial improvements/expansion may merit a potential \$5,000,000 increase to Debt Service.

This increase would most likely be spread over a 15-year window and have an associated yearly debt of \$418,833.

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## FIXED COSTS VERSUS VARIABLE COSTS

Fixed Costs are the expenses attributable to delivering the utility to the customer regardless of the customer's consumption. It is often referred to as the "make ready cost." These costs include meters, poles, wire, transformers, substations and similar items. These costs are the determinants when establishing the monthly base facility charges. They may also be the most challenging to accurately determine and responsibly assign.

Variable Costs are the expenses that differ period to period. These are often based on consumption. The largest variable costs for the Electric Fund is wholesale power.

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## CURRENT MONTHLY RESIDENTIAL ELECTRIC CHARGES FOR A 1500 kWh/MONTH CUSTOMER

Winterville - \$180.08

Includes Facility [Fixed] Charge of \$12.82/month

Energy [Variable] Charges of \$0.1154/kWh for first 800 kWh consumed = \$92.34

and \$0.1074/kwh for all kWh consumed above 800 kWh = \$75.18

Plus Tax at 7%

*The Town last increased residential electric rates in 2009*

### Towns with Similar Populations Charges

Washington - \$183.63

Tarboro - \$167.10

### Towns with Similar Residential Customer Number Charges

Ayden - \$178.15

Farmville - \$191.85

Municipal Rates vary for several reasons. Wholesale and Transmission Providers and Large Distribution systems have the advantage of economy of scale, i.e., more customers allows for a lower unit price of electricity. Industrial customers are frequently large utility consumers concentrated at a single site. This allows for greater retail sales with less operational and maintenance costs.

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# RESIDENTIAL RATE REDUCTION IMPACTS

## % Reduction and Impact on Customers Monthly Bill

## Projected Revenue Reduction

2.5% Reduction Adjusts Bill from \$180.08 to \$175.87  
*Monthly Savings of \$4.21*  
*Yearly Savings of \$50.52*

**\$116,9200/year**

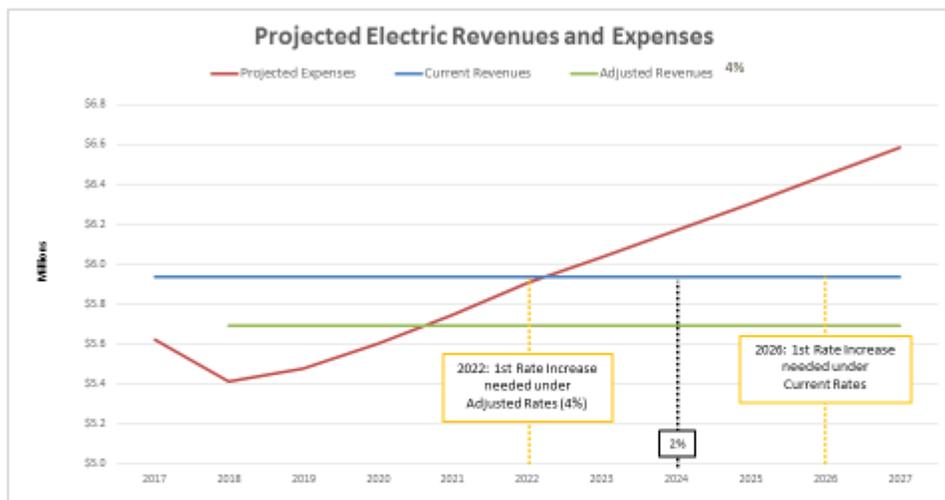
3% Reduction Adjusts Bill from \$180.08 to \$175.04  
*Monthly Savings of \$5.04*  
*Yearly Savings of \$60.48*

**\$140,304/year**

4% Reduction Adjusts Bill from \$180.08 to \$173.39  
*Monthly Savings of \$6.69*  
*Yearly Savings of \$80.28*

**\$187,072/year**

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**NTE costs to increase annually by approximately 3% per contract.**

Recently increased annual GUC transmission costs are nearly offset by recent Natural Gas Pre-Purchase projected savings.

Power Purchase for Resale is approximately 50% of the Electric Funds annual budget.  
 FY 18-19 = \$3.467 M

Current Residential Electric Utility Bill with average monthly usage of 1,500 kW = \$180.08

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Current Annual Margin	\$0.53	\$0.46	\$0.34	\$0.19	\$0.03	(\$0.10)	(\$0.23)	(\$0.37)	(\$0.51)	(\$0.65)
Current Cumulative	\$0.53	\$0.99	\$1.32	\$1.51	\$1.54	\$1.45	\$1.22	\$0.85	\$0.34	(\$0.30)
Adjusted Annual Margin	\$0.28	\$0.21	\$0.09	(\$0.06)	(\$0.22)	(\$0.35)	(\$0.48)	(\$0.62)	(\$0.75)	(\$0.90)
Adjusted Cumulative	\$0.28	\$0.49	\$0.57	\$0.51	\$0.30	(\$0.05)	(\$0.53)	(\$1.14)	(\$1.90)	(\$2.79)

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

**TOWN OF WINTERVILLE  
WINTERVILLE, NORTH CAROLINA**

**ELECTRIC COST OF SERVICE STUDY  
APPROVED MAY 2018**



PREPARED BY:

PowerServices, Inc.



*Engineering & Management Services\**

1616 East Millbrook Road, Suite 210  
Raleigh, North Carolina 27609  
Phone: (919) 256-5900

**TOWN OF WINTERVILLE  
WINTERVILLE, NORTH CAROLINA  
ELECTRIC COST OF SERVICE STUDY  
MAY 2018**

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**Exhibits**

A. Cost of Service Model

B. Proposed Retail Rate Adjustments

# WINTERVILLE ELECTRIC COST OF SERVICE STUDY MAY 2018

## A. EXECUTIVE SUMMARY

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### 1. Background

An electric utility Cost of Service (COS) study is an important consideration in establishing electric retail rates. A COS study identifies the revenue requirements to fund a utility's operations, including all expense liabilities, depreciation, and margins. In turn, these costs are assigned, or allocated, to each customer class based on how those customers cause costs to be incurred. Electric retail rates are then designed such that the utility recoups all service costs plus its desired margins.

COS studies are recommended when major changes to cost structures or customer load profiles occur. This is the case recently for the Town of Winterville (Town), which previously purchased wholesale power from Duke Energy Progress (DEP). Under this previous Agreement, the Town purchased most of its wholesale power requirements from DEP, with a very small portion of the Town's wholesale power being furnished by the Southeastern Power Administration (SEPA). Based on a new Power Supply Agreement with NTE Carolinas (NTE), the Town is projecting to have lower power costs than if the previous Agreement with DEP were to remain in place.

The comparison of future power cost between the two power suppliers was not a component of this COS; that analysis was provided by NTE. All of the projected power costs used in the COS analysis were provided to PowerServices by the Town. Although PowerServices used the 20-year projections for the Town's power costs, the COS study period runs from 2018 to 2022.

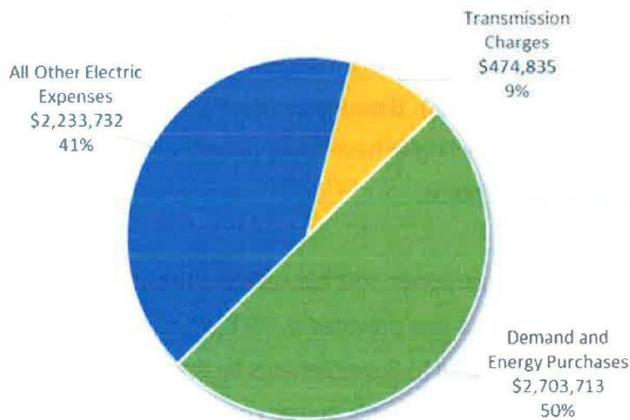
This COS study is designed to provide options for the Town to consider in structuring future electric retail rates. It contemplates rate designs that cover utility costs, offers various levels of cost savings to the Town's retail customers, and attempts to prevent over-charging to any one class of customers. The Town's primary goal is to provide a one-time reduction to its current electric retail rates, and map out an opportunity to adjust these rates further over time. There is no single correct rate structure for all customer classes, but rather many

variations depending on load characteristics. Most importantly, the effects of future wholesale power cost adjustments that will impact the Town’s service costs must be taken into account. The Town must ensure that electric retail rates adequately recoup all current and estimated future costs.

2. Revenue Requirement Adjustments

A financial model of the Town’s current and projected revenue requirements was prepared that takes into account anticipated changes in the cost of wholesale power. It is projected that under the new NTE Power Supply Agreement, wholesale demand and energy purchases will decrease approximately 10% in 2018. However, because demand and energy purchases account for only about 50% of the Town’s electric expenses, the impact of this 10% wholesale decrease will be approximately 5% to the average Town customer’s retail bill.

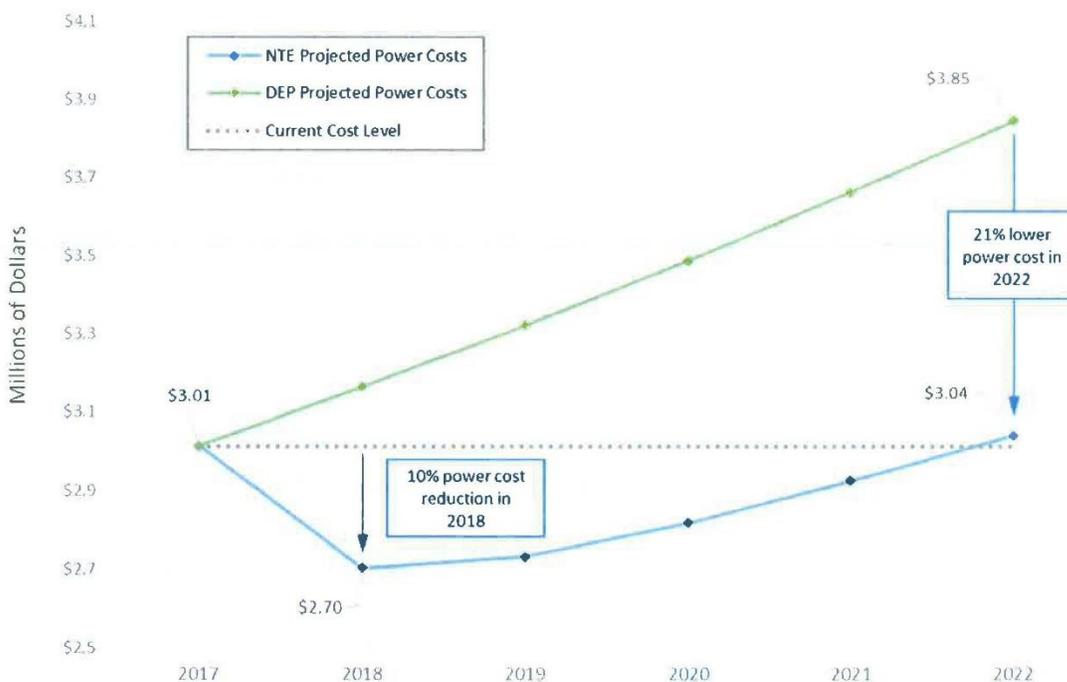
FIGURE 1 - Winterville 2018 Electric Expense Budget



Beginning in 2019, annual increases in the NTE power costs are forecasted, averaging 3% per year through 2022. Another analysis of the Town’s projected power costs, performed prior to this COS study, discussed as much as a 20% differential in power costs if the Town switched power suppliers from DEP to NTE. The difference between that analysis and the conclusion of this COS study is two-fold:

- This COS study compares the Town’s current power costs with projected power costs over the next 5 years under an Agreement with NTE. As illustrated below in Figure 2, the Town’s power cost (demand and energy purchases, excluding transmission costs) will fall approximately 10% from 2017 to 2018 when the NTE Agreement takes effect. Also illustrated in the chart are the projected DEP costs used in the previous power cost comparison. That analysis compared projected NTE power costs with projected DEP power costs in future years. Based on projections provided to PowerServices, in 2022 the NTE power costs will be 21% lower than projected DEP power costs in the same year.

**FIGURE 2 - Projected Wholesale Power Cost Comparison**



- Although the cost of demand and energy purchases is projected to drop by 10% in 2018, these wholesale purchases represent only a portion of the Town’s electric expenses (see Figure 1). This COS study takes into account increases to other operational costs of the electric distribution system, such as material, equipment overheads, and staffing. The wholesale power cost savings of 10% translates to an approximate 5% decrease in the total electric expense budget.

## B. PROCESS

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The major steps in deriving COS electric retail rates are:

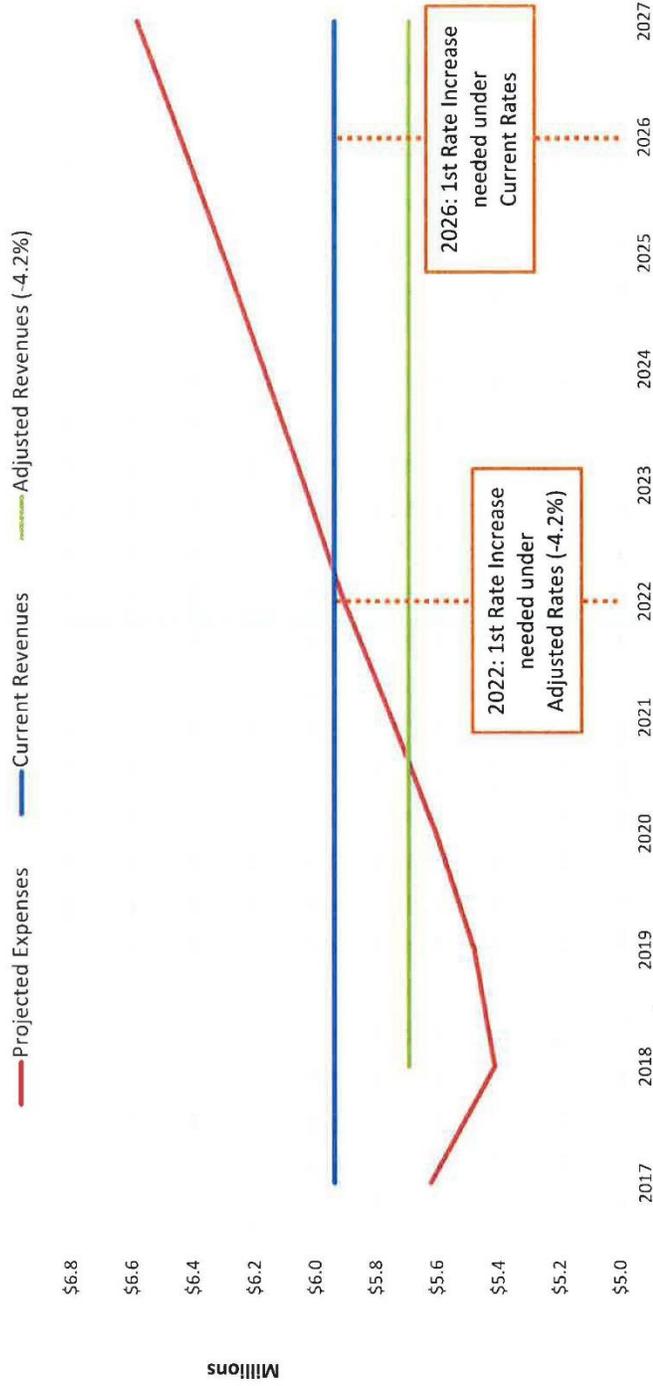
1. Establish Revenue Requirements
2. Functionalize and Classify Cost Components
3. Allocate Costs to Customer Classes
4. Design Rates

### 1. Establish Revenue Requirements

The Town's electric utility has a set of operational costs that must be met, and revenue must be generated each year to cover these costs. This revenue requirement is the Town's benchmark for ratemaking purposes and reflects annual operating expenses for a typical year. Historical data such as financial reports and third party audits are the resources used to determine the Town's annual revenue requirements. However, for this COS study, expenses are highly impacted by changes to future wholesale power costs which must be accounted for in establishing revenue targets. To understand the influence of fluctuating power costs, a model is prepared that compares the Town's revenues under current electric retail rates to expenses under a new Power Supply Agreement. This 5-year model utilizes a 1.0% growth factor for recurring expenses and load growth projected by Town staff. Wholesale power costs utilize rate data supplied by NTE that is applied to the Town's expected usage. The model in Figure 3 represents the Town's long-term financial position to use as a baseline in evaluating options for initial rate adjustments.

The graphical representation of the baseline clearly shows that the Town would collect revenues that exceed anticipated expenses for the short-term. This is primarily due to a one-time decrease in wholesale power costs in 2018 as the Town transitions to a new Power Supply Agreement. After this decrease, and starting in 2019, wholesale power cost is expected to increase on an annual basis. Over the 5-year period from 2018 to 2022, the Town's electric revenues and expenses begin to align, but moving beyond the study period there are opportunities for expenses to exceed revenues. Overall, the baseline graph indicates that the Town's power costs will drop in the short-term, that the Town's revenues exceed expenses during the short-term, and that long-term electric retail rates and revenues will require adjustments to compensate for the fluctuations in operational costs.

**FIGURE 3 - Projected Electric Revenues and Expenses**



	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Current Annual Margin	\$0.53	\$0.46	\$0.34	\$0.19	\$0.03	(\$0.10)	(\$0.23)	(\$0.37)	(\$0.51)	(\$0.65)
Current Cumulative	\$0.53	\$0.99	\$1.32	\$1.51	\$1.54	\$1.45	\$1.22	\$0.85	\$0.34	(\$0.30)
Adjusted Annual Margin	\$0.28	\$0.21	\$0.09	(\$0.06)	(\$0.22)	(\$0.35)	(\$0.48)	(\$0.62)	(\$0.75)	(\$0.90)
Adjusted Cumulative	\$0.28	\$0.49	\$0.57	\$0.51	\$0.30	(\$0.05)	(\$0.53)	(\$1.14)	(\$1.90)	(\$2.79)

The table at the bottom of Figure 3 contains the projected annual margins for two scenarios: the expected revenues generated by current electric retail rates, and the expected revenues following a one-time rate adjustment in 2018. If the Town elected to keep electric retail rates at their current levels, the projections indicate no rate increases would be needed until 2027. This is because of positive margins in the first five years of the study (through 2022) that would be held in a reserve account and only used to defer rate adjustments in the period from 2023 to 2026, or for major unexpected electric expenses. In these years, where electric expenses are projected to exceed collected revenues, the reserve account would be used to maintain the Town's operating margin.

In the second scenario, electric retail rates would be adjusted in 2018, which would result in fewer collected revenues and smaller annual operating margins in future years. Beginning in 2021, projected electric expenses would exceed these adjusted annual revenues, and the funds held in the reserve account would be drawn down to offset these costs. A rate increase would be necessary at the beginning of the 2023 fiscal year to achieve positive operating margins for the Town. Both scenarios are tenable for the 5-year study period, but have different effects on future revenues and necessary rate adjustments.

The next step of this COS study is to determine revenue adjustments per rate group for the Town to consider in the ratemaking process. Given the short-term decrease in wholesale power costs, the Town chose to adjust its revenue targets for the 5-year study period. The Town must take caution to avoid aggressive reductions that may fail to recover expenses in the short-term. There are multiple approaches to achieving target revenues, and after consulting with the Town, PowerServices evaluated the following options:

- a. No retail rate adjustments (Current Revenues from Figure 3)
- b. Uniform retail rate adjustment to all customer classes
- c. Retail rate adjustments to Residential and LGS based on COS allocations
- d. Retail rate adjustments for the four major retail classes

Each revenue target option is then evaluated against forecasted expenses to ensure that the Town can implement adjustments and maintain necessary operating margins, as well as consider local economic issues.

## 2. Functionalize and Classify Cost Components

Once the Town's total revenue requirement is determined, costs are broken down, or functionalized, into cost categories. The major cost categories are:

- Power Supply
- Administration
- Operations
- Capital
- Debt
- Transfers
- Other

Power Supply includes all components of the full requirements contract with NTE for the delivery of energy and capacity to the Town, as well as transmission costs from DEP and Greenville Utilities Commission (GUC), and SEPA costs. Administration generally refers to office functions and overheads. Operations includes all functions for providing reliable electric service to the Town's customers. The Capital component includes necessary investments in electric infrastructure for safety and reliability, and typically excludes financing for larger projects. The larger projects are accounted for in the Debt Service category. All other items including Margins are incorporated in the "Other" category. Historical financial data along with NTE forecasts for wholesale power costs are used to derive the revenue requirement for each component.

After the revenue requirements have been separated by function, they are classified into one of the following categories based on the type of cost that will be incurred:

- Energy
- Demand (Capacity)
- Customer
- Fund Transfers
- Direct

Energy costs are associated with the supply of energy to meet the Town's electric requirements. Demand costs are associated with the peak demand of each customer that contributes to the overall peak demand of the utility. For the COS analysis, analyzing and planning for the Demand is necessary to ensure the Town has adequate system capacity when needed. Customer costs relate to billing and any functions necessary to provide service to all customers. Direct costs are those related specifically to a customer or class of customers.

After the functionalization and classification of the Town's total costs to serve, these costs can be allocated to each customer rate class based on the resources needed to support each type of service.

### 3. Allocation Costs to Customer Classes

Once costs are categorized, they must be proportionally allocated to each customer class. The allocation process assigns costs depending on the type or level of cost that is expected to support a specific class of customers. The Town has the following four primary customer classes:

- Residential Service
- Small General Service
- Medium General Service
- Large General Service

Allocation methods depend on the type of cost because customer service costs may vary dramatically by end use requirements. Typically, residential customers have simple services, metering, and billing, while three phase commercial or industrial customers have more complex interconnection, metering, and billing that require additional administration and attention. To compensate for the various levels of service requirements, it is customary to apply weighting factors to the raw quantity of customer meters in each customer class. Thus, assigned weighting factors vary from one for residential customers to two for Large General Service customers, applying more cost per customer to those classes with more complex service needs.

Alternately, an expense that is directly related to an end use, such as the purchase of residential meters, is 100% allocated to that end use or classification. Other costs, such as energy and demand components of wholesale power, are allocated based on the consumption level of a class of customers, meaning larger usage customers bear more of the burden for those costs. The demand component requires additional evaluation to determine how customers contribute to peak usage, when wholesale power is more expensive to the Town. Underlying assumptions for allocations are based on industry experience and knowledge of the Town's operating structure.

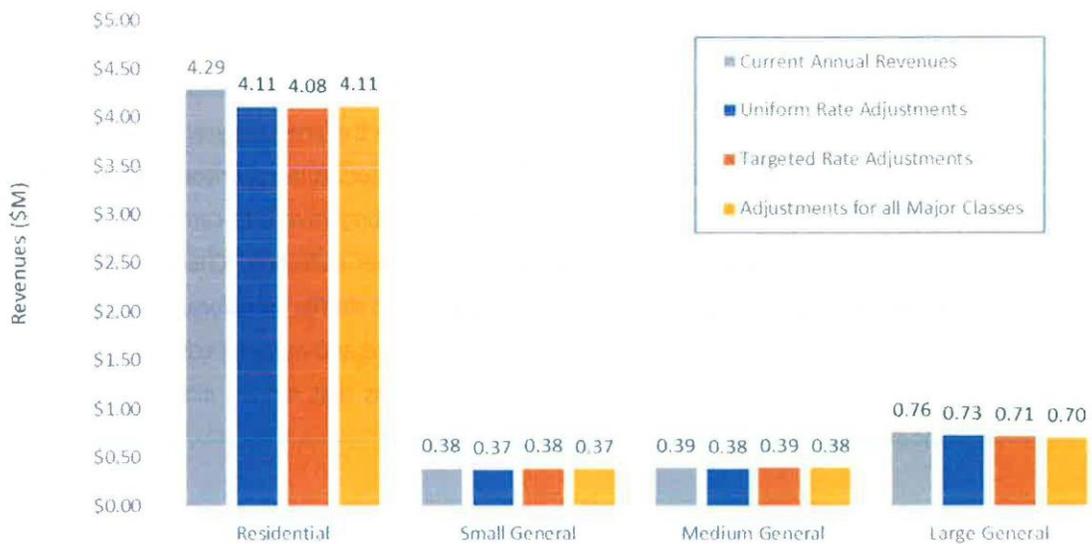
#### 4. Design Rates

The COS inputs and allocation methods discussed above are assigned to each line item in the Town's Budget (Exhibit A). All the expense allocations are determined for each rate group, and then compared to the revenues received from the previous year and projected for next year and forward over the course of the study period. It is not uncommon in a COS analysis to find some rate classes that are under-collecting revenues compared to their allocated expenses, and other rate classes that are over-collecting. Changing expense structures, particularly wholesale power cost changes, can shuffle the allocation of costs as wholesale demand and energy rates change. Maintenance and material costs can change over time as well, shifting costs to particular rate groups that require different types of electric service.

Discrepancies between classes can become exaggerated in a short period of time, and it is not always feasible to bring these classes into balance immediately, or with only one rate change. The goals of the COS study are to identify these discrepancies between rate classes and create a roadmap of subtle rate modifications to bring these classes into balance with each other. In this COS study, potential rate adjustments will be presented for the Residential and Large General Service classes, while Small and Medium General Service rates have no or minimal proposed adjustments. This rate change is a solid step towards balancing expected revenues with the COS expense allocations for each class.

Figure 4 illustrates the expected revenues during the first year of the COS period from each rate class following the proposed rate adjustment options. These expected revenues are compared to currently collected revenues based upon the most recent 12 months of financial data provided by the Town. There were three adjustment scenarios considered, all of which provide retail customers with the largest 5-year adjustment the Town can make while maintaining a positive cumulative operating margin at the end of the 5-year period. The specific rate changes for each scenario can be found in Exhibit B following this report.

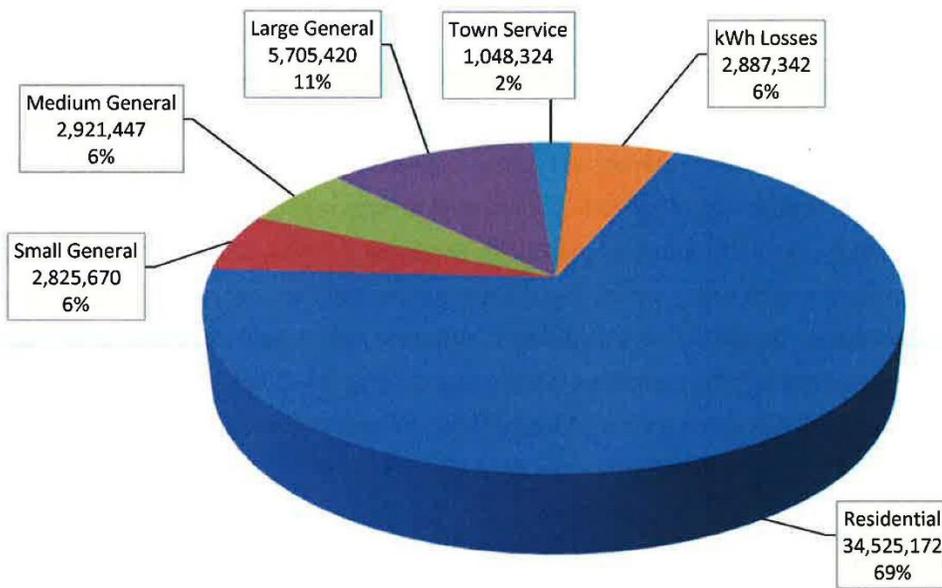
FIGURE 4 - Revenues from Proposed Adjustment Options



A Uniform Rate Adjustment applies the same percentage of savings to each rate class, without regard for the results of the COS analysis. A Targeted Rate Adjustment focuses on the customer classes projected by the COS Analysis to collect revenues over the 5-year period that exceed allocated expenses. This second scenario adjusts the revenue collections for only the Residential and Large General Service classes. The final scenario provides some adjustment to each of the four major retail classes, but remains partially consistent with the COS analysis, focusing the largest adjustments on Residential and LGS.

Figure 5 illustrates the energy usage per class, as a percentage of the Town's total energy purchases. This chart highlights the makeup of the Town's electric loads, with more than two-thirds of the annual energy purchases serving residential loads.

**FIGURE 5 - July 2015 - June 2016  
Distribution of Wholesale Energy Purchases**



### C. Overview

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Based on the new NTE Power Supply Agreement, the Town of Winterville's wholesale power costs will be reduced by 10% in 2018, compared to 2017. Since this reduction applies only to the wholesale cost of power, the retail equivalent (which includes other service expenses that have not changed) was approximately 5%. This reduction is very beneficial, but wholesale cost of power increases are projected each year for the next five years. Although the Town has a new Power Sales Agreement with NTE, the Town continues to pay DEP and GUC for the provision of transmission service.

The Town requested a Cost of Service Study to assist in making two major decisions. First, the Town needed to know how much of the power cost savings could be passed along as a retail adjustment while still meeting current and future expenses, as well as minimizing future rate shocks. Second, service costs needed to be allocated to each rate group, based on how they contributed to the annual expenses of the Electric Department. These allocated costs form the basis of an electric retail rate structure that will ensure adequate cost recovery for the Town's electric operations. In addition to the standard customer rate classes discussed above, the Town also requested that PowerServices examine rates for new LED lighting the Town will be installing. Exhibit B contains both the COS results for the standard retail rates, as well as the results of the LED analysis, performed separately from this study.

The proposed retail rate adjustments (Exhibit B) are a reflection of the expense allocations updated in this study. Implementing any of these rate structure options will ensure a level of revenue collection that continues the Town's electric operations, and attempt to proportionally allocate service expenses to each rate class. An update to this Cost of Service study should be performed if the Town encounters significant changes to its wholesale power structure, to its cost of maintenance and materials, or to its retail load profile. Barring the significant changes mentioned, and relying on the projections provided by NTE and the Town of Winterville, the electric retail rates proposed in this analysis should be sufficient to cover electric expenses through fiscal year 2022.

# EXHIBIT A

## COST OF SERVICE MODEL

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COS Expense Allocation Factors

Description	Allocation Factor	Total System		Residential		Small General		Medium General		Large General		Temporary LGS		Town	
Energy Usage	KWH	1.00000	0.7342	0.0601	0.0621	0.1210	0.0004	0.0223							
Non-coincident Peak Demand	NCP	1.00000	0.6129	0.0766	0.1276	0.1653	0.0003	0.0174							
Electric Sales	ES	1.00000	0.7216	0.0643	0.0660	0.1278	0.0003	0.0199							
Customer - Unweighted Weighting Factor	CU	1.00000	0.9242	0.0541	0.0105	0.0035	0.0003	0.0073							
Customer - Weighted	CW	1.00000	0.9159	0.0536	0.0156	0.0069	0.0007	0.0073							
Commercial Only	COMM	1.00000		0.7142	0.1385	0.0458	0.0046	0.0969							
Residential Only	RES	1.00000	1.0000												
Total Plant	TP	1.00000	0.7842	0.0636	0.0643	0.0758	0.0005	0.0117							
Net Total Plant	NP	1.00000	0.7717	0.0645	0.0689	0.0823	0.0005	0.0121							
Gross Distribution Plant	GDP	1.00000	0.9159	0.0536	0.0156	0.0069	0.0007	0.0073							
Net Distribution Plant	NDP	1.00000	0.9159	0.0536	0.0156	0.0069	0.0007	0.0073							
Gross General Plant	GGP	1.00000	0.7644	0.0651	0.0716	0.0861	0.0005	0.0123							
Net General Plant	NGP	1.00000	0.7644	0.0651	0.0716	0.0861	0.0005	0.0123							

Winterville Electric Expenses Budget

Account	Title	2016-2017 Budget	5-Year Total Expenses	Residential	Small General	Medium General	Large General	Temporary LG5	Town
<b>Administration (6071711000) Budget</b>									
4120	SALARIES AND WAGES	\$433,101	\$2,231,343	\$2,043,792	\$119,644	\$34,800	\$15,339	\$1,534	\$16,234
4121	OVERTIME	\$20,000	\$103,040	\$94,379	\$5,525	\$1,607	\$708	\$71	\$750
4122	LONGEVITY	\$4,314	\$22,226	\$20,358	\$1,192	\$315	\$153	\$15	\$162
4126	FICA EXPENSE	\$35,488	\$182,835	\$167,467	\$9,804	\$2,852	\$1,257	\$126	\$1,330
4127	INSURANCE EXPENSE	\$134,807	\$694,528	\$636,151	\$37,240	\$10,832	\$4,774	\$477	\$5,053
4128	OPEB INSURANCE EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4129	PAYROLL ACCRUAL EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4130	RETIREMENT	\$32,236	\$166,080	\$152,121	\$8,905	\$2,590	\$1,142	\$114	\$1,208
4170	401(K) RETIREMENT	\$22,232	\$114,540	\$104,912	\$6,142	\$1,786	\$787	\$79	\$833
4185	UNEMPLOYMENT INS RES CONT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4221	PROFESSION DEVELOP-EDUCAT	\$7,050	\$36,322	\$33,269	\$1,948	\$566	\$250	\$25	\$264
4222	TRAVEL-MEALS, LODGING, MILE	\$5,050	\$26,018	\$23,831	\$1,395	\$406	\$179	\$18	\$189
4223	POSTAGE & TELEPHONE	\$1,000	\$5,152	\$4,719	\$276	\$80	\$35	\$4	\$37
4224	OFFICE SUPPLIES	\$2,000	\$10,304	\$7,877	\$671	\$738	\$887	\$5	\$127
4225	MAINT & REPAIR-EQUIPMENT	\$15,000	\$77,280	\$59,075	\$5,030	\$5,531	\$6,654	\$38	\$952
4226	MAINT & REPAIR-VEHICLE	\$8,000	\$41,216	\$31,507	\$2,683	\$2,950	\$3,549	\$20	\$508
4227	FUEL (VEHICLES)	\$17,000	\$103,040	\$78,767	\$6,707	\$7,375	\$8,872	\$50	\$1,269
4228	UTILITIES	\$14,000	\$87,584	\$80,223	\$4,696	\$1,366	\$602	\$60	\$637
4229	OSHA	\$14,000	\$72,128	\$55,137	\$4,695	\$5,163	\$6,211	\$35	\$888
4230	SUPPLIES & MATERIALS	\$72,000	\$370,945	\$283,561	\$24,145	\$26,550	\$31,940	\$180	\$4,568
4231	UNIFORMS & SHOES	\$20,000	\$103,040	\$80,804	\$6,553	\$6,622	\$7,807	\$53	\$1,201
4232	ENGINEERING	\$20,000	\$103,040	\$94,379	\$5,525	\$1,607	\$708	\$71	\$750
4233	CONTRACTED SERVICES	\$10,000	\$51,520	\$47,190	\$2,762	\$804	\$354	\$35	\$375
	UNDERGROUND REPLACEMENT	\$139,100	\$716,645	\$656,409	\$38,426	\$11,177	\$4,926	\$493	\$5,214
	CONTRACT EMPLOYEES	\$9,000	\$46,368	\$42,856	\$2,509	\$486	\$161	\$16	\$340
	TREE TRIMMING	\$1,900	\$9,789	\$7,483	\$637	\$701	\$843	\$5	\$121
4234	RADIO CONTRACT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	DUES & SUBSCRIPTIONS	\$7,000	\$36,064	\$33,332	\$1,951	\$378	\$125	\$13	\$265
	ELECTRICITIES	\$4,000	\$20,608	\$19,047	\$1,115	\$216	\$71	\$7	\$151
	APPA	\$2,100	\$10,819	\$10,000	\$585	\$114	\$38	\$4	\$79
811	ITRON	\$4,600	\$23,699	\$21,904	\$1,282	\$249	\$82	\$8	\$174
	NERC	\$1,500	\$7,728	\$7,143	\$418	\$81	\$27	\$3	\$57
4250	CONTINGENCY	\$10,156	\$52,324	\$38,415	\$3,144	\$3,251	\$6,330	\$18	\$1,166
4260	DEPARTMENTAL IMPROVEMENTS	\$7,600	\$39,155	\$35,864	\$2,099	\$611	\$269	\$27	\$285
4261	ADVERTISING	\$1,500	\$7,728	\$7,078	\$414	\$121	\$53	\$5	\$56
4274	NEW EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4293	MAINTENANCE-SUBSTATION	\$25,000	\$128,800	\$117,974	\$6,906	\$2,009	\$885	\$89	\$937
4301	CUSTOMER BILL PREPARATION	\$11,200	\$57,703	\$52,852	\$3,094	\$900	\$397	\$40	\$420

Winterville Electric Expenses Budget

Account	Title	2016-2017 Budget	5-Year Total Expenses	Residential	Small General	Medium General	Large General	Temporary LGS	Town
4302	PURCHASE FOR RESALE (ENERGY)	\$3,409,266	\$16,752,654	\$4,548,695	\$372,282	\$884,901	\$749,515	\$2,175	\$138,117
	PURCHASE FOR RESALE (DEMAND)	\$1,539,307	\$6,195,684	\$4,918,880	\$614,457	\$1,023,671	\$1,326,882	\$2,276	\$139,283
	DUKE TRANSMISSION CHARGES	\$200,311	\$1,121,020	\$687,085	\$85,829	\$142,990	\$185,343	\$318	\$19,456
	GUC TRANSMISSION CHARGES	\$194,567	\$1,410,501	\$864,510	\$107,993	\$179,914	\$233,204	\$400	\$24,480
4303	WORTH CAROLINA SALES TAX	\$428,947	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4321	GREEN ENERGY COMPL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4695	RECS PROGRAM COMPLIANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	DEPRECIATION EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5116	SALARY INCREASE W/FRINGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5132	DEBT SERVICE EXPENSE	\$278,742	\$1,436,083	\$1,315,376	\$77,002	\$22,397	\$9,872	\$987	\$10,448
5133	INTEREST EXPENSE	\$45,603	\$234,947	\$184,246	\$14,941	\$15,100	\$17,801	\$120	\$2,739
5137	ACCRUED INTEREST EXPENSE	\$5,000	\$25,760	\$20,201	\$1,638	\$1,656	\$1,952	\$13	\$300
9101	CONTR TO GEN FUND SVC RND	\$329,579	\$1,697,996	\$1,331,570	\$107,983	\$109,130	\$128,649	\$869	\$19,795
9104	CONTR TO SEWER FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9105	CONTR TO VEH REPL DEBT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9106	CONTR TO VEH REPL RENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9107	CONTR TO CAPITAL IMP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9112	CONTR TO CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9113	GENERAL FUND TRANSFER	\$215,000	\$1,107,683	\$799,289	\$71,258	\$73,068	\$141,598	\$431	\$22,039
	<b>Total</b>	<b>\$5,830,071</b>	<b>\$27,014,736</b>						
<b>Administration - Metering (607171022) Budget</b>									
4266	COMPUTER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4268	VEHICLE PURCHASE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	NEW PICKUP	\$27,500	\$141,680	\$108,305	\$9,222	\$10,141	\$12,199	\$69	\$1,745
4274	NEW EQUIPMENT	\$16,000	\$82,432	\$75,504	\$4,420	\$1,286	\$567	\$57	\$600
4304	AMR COLLECTOR AND HANDHELD ELECTRIC METER REPLACEMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	32 DEMAND METERS	\$6,250	\$32,200	\$0	\$22,988	\$4,460	\$1,474	\$147	\$3,120
	20 HOUSE METERS	\$1,000	\$5,152	\$5,152	\$0	\$0	\$0	\$0	\$0
4305	ELECTRIC NEW ACCOUNT METE	\$950	\$4,894	\$0	\$3,496	\$678	\$224	\$22	\$474
	5 DEMAND METERS	\$1,500	\$7,728	\$7,728	\$0	\$0	\$0	\$0	\$0
4306	WATER REPLACEMENT METERS	\$22,000	\$113,344	\$103,817	\$6,077	\$1,768	\$779	\$78	\$825
4307	WATER NEW ACCOUNT METERS	\$12,000	\$61,824	\$56,628	\$3,315	\$964	\$425	\$42	\$450
	<b>Total</b>	<b>\$87,200</b>	<b>\$449,256</b>						
<b>Capital outlay (6080801000) Budget</b>									
7150	CAPITAL OUTLAY ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	CIRCUIT REHAB	\$20,000	\$103,040	\$94,379	\$5,525	\$1,607	\$708	\$71	\$750
	NEW S/D COMMERCIAL	\$79,308	\$408,596	\$0	\$291,832	\$56,589	\$18,707	\$1,871	\$39,597
	LED STREET LIGHTING PROJECT	\$33,250	\$171,305	\$156,906	\$9,185	\$2,672	\$1,178	\$118	\$1,246
	<b>Total</b>	<b>\$132,558</b>	<b>\$682,941</b>						
	<b>Total Expenses</b>	<b>\$6,049,829</b>	<b>\$28,146,933</b>						



# EXHIBIT B

## RETAIL RATE ADJUSTMENT OPTIONS

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## Retail Rate Adjustment Options Based on Future Costs

	With Current Retail Rates		Option 1: Uniform Adjustment (-4.2%)	Option 2: Uniform Adjustment (-2.0%)	Option 3: Targeted Adjustments for RES and LGS	Option 4: Adjustments for all Major Retail Classes
	Class will Overcollect	Class will Undercollect				
Residential	4.7%		-4.2%	-2.0%	-4.7%	-4.2%
Small General Service		-11.4%	-4.2%	-2.0%	0.0%	-2.0%
Medium General Service		-10.7%	-4.2%	-2.0%	0.0%	-2.0%
Large General Service	22.6%		-4.2%	-2.0%	-6.3%	-7.3%

## Winterville Street Lighting Rate Options

High-Pressure Sodium Wattage	LED Equivalent Wattage	Material Cost minus Pole and Labor	Fixed Charge Rate*	Monthly Material Cost	Monthly kWh per Fixture	Energy Cost Plus Losses**	Demand Cost** \$19.39 per kW	Total Fixture Monthly Cost	Monthly Cost for Wooden Pole	Monthly Rate (Fixture plus Pole)
100	53	\$215.88	17.67%	\$3.18	19.345	\$0.44	\$0.09	\$3.70	\$7.99	\$11.70
150	77	\$260.88	17.67%	\$3.84	28.105	\$0.62	\$0.12	\$4.58	\$7.99	\$12.57
250	146	\$490.88	17.67%	\$7.23	53.29	\$1.17	\$0.24	\$8.63	\$7.99	\$16.62
400	230	\$575.88	17.67%	\$8.48	83.95	\$1.84	\$0.37	\$10.69	\$7.99	\$18.68
Wooden Pole		\$669.00	14.33%	\$7.99						

\*Fixed Charge Rate includes depreciation, cost of capital, and Admin Coverage; assumes 30 years for poles, 15 years for lights; No O&M assumed since total replacement is planned after 15 years for light and after 30 years for poles

\*\*Demand and energy costs are the average expected charges for 2018-2022

Town Manager Parker noted that Staff has worked really hard and reminded Council that percentages can be complicated (20% was utilized as savings when signing with NTE). Increases in additional areas, new options presented come with an increase in a few years. Talked about on WA/SW side all considerations are the same, come back in some form to discuss Council's vision for rate changes, workshop in March for some.

Councilman Moyer said today until 2026 amount of savings with a 4% reduction, 2022 savings with a 2% reduction, 2024. Town Manager Parker said increased costs and savings from NTE. Not giving an increase saves customers from an increase. Council Moore asked if any meetings with NTE, have they discussed the plans with other groups what they will do with savings. Councilwoman Roberson asked have any of the new NTE customers changed their rates. Councilman Moore said three have given an 8% decrease; charge new rates to new customers, NTE may be cheaper. Town Manager Parker said meetings are conference calls, mostly discussing hedging and gas. Electric Director Sutton said we are not hearing any decreases in gas.

Councilman Moore said he was curious about other Towns. They are not growing without much debt. Why not look at commercial decrease like with Roberts Company. Town Manager Parker said rate structure itself needs to be adjusted; need to look at service for electric; water sewer behind SECU is going to be an expensive endeavor. Town Manager Parker said citizens say that the Town sits on \$20 million is untrue. \$7 million would be a one and done used for capital projects. Finance Director Bowers said noted an eroded general fund; fund balance is gone what another option is.

Mayor Pro Tem Smith said Council and Staff should be proud; have not had an increase since 2009; one increase in taxes; fund balance has allowed the Town to do things that otherwise rates would have to have raised. Charged Electric Director Sutton with getting new territory that will cost money, rather give no decrease and go 17 years without an increase and use for infrastructure. Mayor Jackson agreed. Mayor Pro Tem Smith 2% to 3% is \$4 to \$5 going to make a difference, turn around in a couple years and increase rates.

Councilwoman Roberson said when we entered into the contract there would be savings to pass on to the customers; 3% reduction would be \$140,000 of the \$6 million budget; other small towns offered 9% decrease and did not cause a hardship. Finance Director Bowers said the projected growth is what the graph is based. Councilman Moore said 8% like the small towns. Town Manager Parker said other systems are not like the Town. Council Hines asked that Council get conference calls and notes. Town Manager said Council would get the information. Council Moore said be prepared to asked questions. Assistant Town Manager Williams said some towns have smaller budgets, debt non-existent, and limited infrastructure.

Councilman Moyer said the Council went on the assumption that this would make the decision to go with NTE. Assistant Town Manager Williams 11.76 with NTE overtime the projected numbers spending less with NTE than paying with Duke; reduction versus savings. Councilman Moore said 3.9% per kWh. Assistant Town Manager Williams said variables, 3.9% per kWh based on the cost when through the plant may be different. Councilman Moore said minutes from the meetings, need more information.

Assistant Town Manager Williams said 90% residential, trying to prepare, Laurie Ellis Road Extension, behind SECU. Finance Director Bowers said savings talked about, savings from moving from Duke to NTE. Councilman Moore said presented to the Council with an original 20% savings. Town Manager Parker said 20% might have been mention by Nick Henderson for his entity, but not the Towns.

Councilman Hines said he was not here and would like to look at the notes and minutes. Councilman Moyer said project the increase during the period. Councilman Moore said unknown cost in four years.

Town Manager Parker said that the Town Staff has been tasked to project; 2022 with a 3% increase. Councilman Moyer said could the Council do a 3% increase to offset 2026 cost. Town Manager Parker said Assistant Town Manager Williams' math for 2026 would possibly be a 13% increase. Councilwoman Roberson said feels like savings history the Town should. Town Manager Parker said budget stands on its own; see the impact on the annual year budget. Councilman Moore asked why we chose a consultant. Assistant Town Manager Williams said we chose a consultant for the cost of service study only; one bid.

**ADJOURN: Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 7:42 pm.**

Adopted this the 8<sup>th</sup> day of April, 2019.

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Douglas A. Jackson, Mayor

ATTEST:

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Donald Harvey, Town Clerk



**Winterville Town Council  
March 11, 2019 – 7:00 PM  
Regular Meeting Minutes**

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

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

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

**INVOCATION:** Mayor Pro Tem Smith gave the Invocation.

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

**WELCOME:** Mayor Jackson welcomed the public.

**APPROVAL OF AGENDA:**

Town Manager Parker noted amendments to the Agenda.

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

**NEW EMPLOYEE:**

Parks and Recreation Director Johnston introduced the newest member of the Parks and Recreation staff, Kaleb Pait, Maintenance Worker.

**PROCLAMATIONS:**

Mayor Jackson read the proclamation recognizing Girl Scout Week. He presented it to the Girl Scouts in attendance.



**PROCLAMATION**  
**Girl Scout Week**

**WHEREAS**, the year 2019 marks the 107th anniversary of Girl Scouts of the USA, the largest and most successful leadership program for girls in the world; and

**WHEREAS**, Girl Scouts unleashes the G.I.R.L. (Go-getter, Innovator, Risk-taker, Leader)™ in every girl, preparing her for a lifetime of leadership; and

**WHEREAS**, Girl Scouts combines time-tested, research-backed methods with exciting, modern programming that speaks to today's girls and is designed to cater to the strengths of girls' leadership development; and

**WHEREAS**, Girl Scouts offers girls 21st century programming in science, technology, engineering, and math (STEM); the outdoors; entrepreneurship; and beyond, helping girls develop invaluable life skills and take the lead early and often; and

**WHEREAS**, as the world's premier leadership development organization for girls, Girl Scouts welcomes girls of all backgrounds and interests who want to develop the courage, confidence, and character to make the world a better place; and

**WHEREAS**, the Girl Scout Gold Award, the highest and most prestigious award in Girl Scouting, calls on Girl Scouts in grades 9 to 12 to take on projects that have a measurable and sustainable impact on a community by first assessing a need, designing a solution, completing a project, and inspiring others to sustain it; and

**WHEREAS**, with more than 100 years of experience, Girl Scouts brings a wealth of knowledge to programs that deliver girls cornerstone experiences with benefits that last a lifetime; and

**WHEREAS**, today, more than 50 million women are Girl Scout alums, and 2.6 million girls and adults are current members.

**NOW, THEREFORE**, I, Douglas A. Jackson, by virtue of the authority vested in me as Mayor of Winterville, North Carolina do hereby applaud the Girl Scout Movement and North Carolina Coastal Pines for providing girls with a safe, inclusive, all-girl space where they can hone their skills and develop leadership abilities, and I declare the 11th -15th of March 2019 to be "Girl Scout Week".

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 11th day of March, 2019.

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

**Attest:**

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

**PRESENTATIONS:**

Mayor Jackson and Town Clerk Harvey read and presented the certificates to the Pitt County Schools Early College High School-2019 Community Black History Quiz Bowl Winners.



Mayor Jackson recognized a group of South Central High School students in attendance and they stood for recognition.

Presentation of the 2017-2018 Audit Report: Anthony Bowers, Finance Director Bowers gave the following presentation.



# Town of Winterville

## 2017-2018 Comprehensive Annual Financial Report



### Audit Requirements

- State law G.S. 159-34 requires municipalities to be audited annually.
- Must be performed by an independent Audit Firm.
- Provides Citizens and Council with feedback regarding staff's financial management of funds according to Generally Accepted Accounting Principles. GAAP
- Provides critical feed back for staff and improvement points.

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## Time Period

- This audit covers the period of July 1<sup>st</sup> 2017 through June 30<sup>th</sup> 2018.
- The North Carolina Local Government Commission request submissions by October 31<sup>st</sup>, unless extensions are granted due to unusual circumstances.
- There were two items that affected the submission of the audit last year.
  - Hurricane Florence
  - Implementation of GASB 75 (Governmental Accounting Standards Board) OPEB (Other Post Employment Benefits) reporting requirement. Required Actuarial Study that was not completed until mid November – Volume

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## Independent Auditor's Opinion

- In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the Town of Winterville, North Carolina as of June 30, 2018, and the respective changes in financial position, and, where applicable, cash flows, thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.
- Unmodified, Unqualified, = Clean Audit

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## General Fund

- Revenues Budget To Actual
  - \$8,110,210 vs. \$7,939,962
- Expenditures Budget To Actual
  - \$11,572,701 vs. 9,083,755
- Unassigned Fund Balance
  - \$5,428,585
- Fund Balance as a % of the Annual Operating Budget
  - 59.76%
- Debt Position
  - \$7,944,192

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## Powell Bill

- Revenues Budget To Actual
  - \$1,051,325 vs \$1,051,325
- Expenditures Budget To Actual
  - \$1,051,325 vs \$458,267
- Unassigned Fund Balance
  - \$506,239
- Fund Balance as a % of the Annual Operating Budget
  - 91%
- Debt Position
  - \$0.00

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## Electric Fund

- Revenues Budget To Actual
  - \$7,249,793 Vs \$7,304,825
- Expenditures Budget To Actual
  - \$7,411,574 Vs \$6,500,841
- Unrestricted Retained Earnings
  - \$7,145,212
- Fund Balance as a % of the Annual Operating Budget
  - 97%
- Debt Position
  - \$1,748,133

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## Water Fund

- Revenues Budget To Actual
  - \$1,688,492 Vs \$1,518,820
- Expenditures Budget To Actual
  - \$1,722,992 Vs \$1,499,440
- Unassigned Fund Balance
  - \$1,375,193
- Fund Balance as a % of the Annual Operating Budget
  - 80%
- Debt Position
  - 1,647,665

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## Sewer Fund

- Revenues Budget To Actual
  - \$1,998,809 Vs \$2,305,709
- Expenditures Budget To Actual
  - \$2,621,603 Vs \$2,031,684
- Unassigned Fund Balance
  - \$982,576
- Fund Balance as a % of the Annual Operating Budget
  - 38%
- Debt Position
  - \$1,537,323

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## Storm Water Fund

- Revenues Budget To Actual
  - \$207,845 Vs \$257,370
- Expenditures Budget To Actual
  - \$283,025 Vs 147,620
- Unassigned Fund Balance
  - \$213,325
- Fund Balance as a % of the Annual Operating Budget
  - 76%
- Debt Position
  - \$0.00

Finance Director Bowers asked for any questions or comments. Councilman Moore and Town Manager Parker thanked Finance Director Bowers for his hard work on completion of the audit.

**PUBLIC HEARINGS:**

Mellon Downs Subdivision, Phases 2A and 2B Annexation: Planning Director Jones gave the following presentation.

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

Town Council– March 11, 2019

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## Mellon Downs

(Phases 2A and 2B: Lots 16, 17, 18, 20, 22, 23, 24, 26, 39, 42, 43, 44, 46, 48, 51, 53, 54, 55, 56, 72, 76, 77, 78, 79, 80, 81, 82, 84, 86 and Parcels 82642 & 82885)

## Annexation Public Hearing

Presenter:  
Bryan Jones,  
Planning Director



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

Mellon Downs- Annexation

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**Site Data:**

- Located off of Laurie Ellis Road west of Old Tar Road
- Current Zoning: R-12.5
- Size: 31 Lots

**Annexation Process:**

- 1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (1/14/19).
- 2nd Council Meeting: Schedule a Public Hearing for the Annexation (2/11/19).
- 3rd Council Meeting: Hold Public Hearing on the Annexation (3/11/19).

- ❖ 1<sup>st</sup> Phase - 16 lots: annexed October 8, 2018
- ❖ Petitioners and adjacent property owners within 100' mailed notification on February 25, 2019.
- ❖ Public Notice published in the Daily Reflector on 2/27/19 and 3/6/19.





Planning Director Jones noted the annexation would be effective March 31, 2019.

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

Mayor Jackson asked for any further discussion or any questions. Hearing none, he closed the Public Hearing and asked the Board's pleasure.

**Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve the annexation. Motion carried unanimously, 5-0.**

**PUBLIC COMMENT:** Mayor Jackson read the Public Comment Policy.

William Mitchell – Mr. Mitchell was not present to speak.

**CONSENT AGENDA:**

Items included in the Consent Agenda:

Approval of the following set of Council Meeting Minutes:

- ✓ January 28, 2019 Vision Setting Meeting.

Annexation - Ange Plaza, Lot 22: Direct Town Clerk to Investigate the Sufficiency of Annexation.

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

**OLD BUSINESS:**

Approval of Next Round of Homes Needing Urgent Repairs through the Town’s URP.

Town Manager Parker asked to table this item to the April meeting. The list will consist of four (4) homes and one (1) alternate from the waiting list of applicants.

**Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to table the URP home selection until the next meeting. Motion carried unanimously, 5-0.**

Winterville Recreation Advisory Board Composition.

Parks and Recreation Director Johnston presented the following information comparing recreation board composition from 27 municipalities across North Carolina.

**Recreation Board Composition  
Municipalities in NC**

Municipality	Board Members	Resident	Non-Resident	Non-Resident Requirement	Notes
Wake Forest	9	No more than 8	Min of 1 and max of 3	Reside outside corporate limits.	
Black Mountain	5	Minimum of 3	Maximum of 2	Outside corporate limits, inside East Buncombe Fire District, not within corporate limits of other municipality.	
Apex	9	Minimum of 8	1**	None specified	Total membership is 9. No more than 1 resident may serve if the Council so chooses.
Ayden	8 - includes alternate	6	1 - no voting rights	Must live within ETJ.	Alternate must be resident.
Washington	9	6	3	Outside city limits.	
Dunn	8 - includes 1 council member	6	2	Outside city limits.	
Wendell	5	3	2	Must live within ETJ.	
Fuquay-Varina	7	5	2	Reside within the Fuquay-Varina Urban Service Area.	
Huntersville	10	8	2	Must live within ETJ.	1 non-res from eastern ETJ and 1 non-res from general ETJ.
Chapel Hill	9	8	1	Orange County resident	Appointed by County Commissioners
Farmville	9 - includes 1 town commissioner	9	0	N/A	
Greenville	9	9	0	N/A	
Tarboro	9	9	0	N/A	
Wrightsville Beach	7	7	0	N/A	
Burlington	12	12	0	N/A	
Carolina Beach	7	7	0	N/A	
Clinton	7	7	0	N/A	
Leland	7	7	0	N/A	
Burgaw	7	7	0	N/A	
Garner	9	9	0	N/A	
Gastonia	10 - includes 1 council member	10	0	N/A	
Hope Mills	7	7	0	N/A	Additional 4 non-voting (liason) members. Residency for liasons not specified.
Kannapolis	9	9	0	N/A	
Lexington	9	9	0	N/A	
Carolina Beach	7	7	0	N/A	
Mount Airy	9	See notes	See notes	See notes	Members shall reside inside the corporate limits or extraterritorial jurisdiction area.
Salisbury	9 to 11	9 to 11	0	N/A	

**Winterville Parks & Recreation Advisory Board - Composition**

The Parks and Recreation Advisory Board of the township shall be comprised of nine members and one alternate member, of which six shall reside within the town limits at the time of their appointment, and three shall reside outside the town limits but within the township at the time of their appointment, and one alternate member who may reside either within the town limits or outside of the town limits but within the township at the time of his or her appointment.

Councilman Moore asked who could participate in Winterville programs. Parks and Recreation Director Johnston said any Pitt County resident; anyone outside the Town limits pays an extra fee. Councilman Moore said he prefers those in in extraterritorial jurisdiction. Parks and Recreation Director Johnston said presently the Recreation Advisory Board composition consists of six (6) residents, three (3) non-residents, and one (1) alternate that can be a resident or non-resident. Councilwoman Roberson asked the boundary for a non-resident. Parks and Recreation Director Johnston said Winterville Township.

Councilman Moore said we should do away with township boundary. Parks and Recreation Director Johnston said it was good to have a non-resident representative since we serve those areas. Mayor Pro Tem said he likes the way we currently have it set-up.

Councilman Hines said he was not clear of the township boundary, what is this delineation. Parks and Recreation Director Johnston said others need voice even a though a minor voice. Mayor Pro Tem Smith asked Township versus Winterville address. Parks and Recreation Director Johnston said we are serving all over the county. Councilwoman Roberson asked if fees change outside of town for non-residents. Councilman Moore said non-residents pay more. Parks and Recreation Director Johnston said they pay more to supplement. Councilman Moye asked are fees to budget set-up. Councilman Hines noted that Council members represented in some towns.

Mayor Jackson asked any additional questions. Town Manager Parker noted that Winterville Township has approximately 50,000 people, and sent a map to Council to view. Parks and Recreation Director Johnston noted we are the only place that uses a township.

**Motion made by Councilman Hines and seconded by Councilman Moore to utilize the extraterritorial jurisdiction boundary as the limit for out of Town members on the Recreation Advisory Board. Any existing members outside the existing limits grandfathered on the Board for their existing term. The motion carried unanimously, 5-0.**

Brookstone Subdivision, Phase 1 – Request for Amendment to Existing Conditional Uses: Planning Director Jones gave the following informational presentation that the Planning and Zoning Board will consider on Monday, March 18, 2018 for consideration.



- Site Data:
  - Brookstone Subdivision, Phase 1
  - Located on the east side of Church Street Ext. north of its intersection with Reedy Branch Road
  - Current Zoning: R-15 CUD
  - Size: 22 Lots, 10.57 Acres
  - Request: Amend/remove conditions for the CUD
  - Notice was placed on property 3/6/19
  - Notifications were mailed to adjoining property owners 3/8/19



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





Councilwoman Roberson asked about the proposed changes. Planning Director Jones said this would amend/remove the condition of 25% of the homes having full brick veneers. Councilman Moore said change would help. Mayor Jackson said he likes the all brick homes.

Approval of Electric Territory Expansion Design and Engineering Contract.

Electric Director Sutton presented the following contract negotiated with PowerServices.



1616 East Millbrook Road, Suite 210 | (919) 256-5900 tel | powerservices.com  
Raleigh, NC 27609 | (919) 256-5969 fax

**Letter of Authorization  
Miscellaneous Consulting Services**

February 27, 2019

Mr. Robert Sutton  
Utilities Director  
Town of Winterville  
2571 Railroad Street  
Winterville, North Carolina 28590

Dear Mr. Sutton:

Under the Services Agreement of September 13, 2017, by and between the Town of Winterville ("Town") and PowerServices, Inc., PowerServices will provide the following services to the Town:

The work is designated as Individual Work Assignment No. 2, "New Territory Electric Upgrades".

1. Work will consist of items detailed in the scope of work provided in PowerServices proposal dated January 8, 2019, as attached to this Letter of Authorization.
2. Work shall be completed in accordance with the timelines established between PowerServices and the Town at the project kickoff meeting.
3. Tasks 1 and 2 should provide enough engineering analysis for the Town to determine whether to proceed with either the total project or a component thereof. Total engineering cost for only Tasks 1 and 2 will be \$100,000. PowerServices will not proceed with all or any part of Tasks 3, 4 and 5 without prior written authorization from the Town of Winterville.
4. Billable effort for entire project shall not exceed \$475,000.00 without the Town's prior written authorization.

Sincerely,

  
\_\_\_\_\_  
(PowerServices' representative)

Accepted by:

\_\_\_\_\_  
(Winterville representative)

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

January 8, 2019

Mr. Robert Sutton  
Electric Director  
Town of Winterville  
Post Office Box 1459  
Winterville, North Carolina 28590-1459

Re: Town of Winterville  
Engineering Estimate for New Territorial Agreement

Dear Robert:

PowerServices is pleased to provide an Engineering Estimate for Winterville to serve the electric service areas agreed upon by Winterville and GUC. Short of completing a detailed engineering analysis, I believe we can make some basic assumptions to provide an order of magnitude budget.

I would expect the actual cost not to be greater than the estimate barring unforeseen issues. Our estimate does not include the cost of obtaining right-of-way or easements. Basic assumptions and scope are:

- Winterville has four new territory districts to evaluate that extend beyond the area currently served by the Town.
- Future customer mix in the new territory will be similar to the existing mix of customers.
- Winterville will not serve any current GUC customers.
- GUC will not serve any current Winterville customers.
- Winterville's current peak load is 13.3 MW.
- Over time, the customers served by Winterville should double; expect approximately 27 MW when new territory districts are populated.
- All districts will be evaluated and designed to allow sequential or concurrent construction, pending the Town's priority and population growth.
- Winterville will need to upgrade, or install new, approximately twenty miles of additional main feeder lines.
- Design will include main feeder circuits and evaluate the need for a future new substation or expansion of existing substations.
- All main lines, where possible, will be overhead.
- Some poles may require double or triple circuits.
- Design will maintain, if not improve, current system reliability.
- Additional service options will be evaluated, including the need for a future substation or expansion of existing substations, or possible joint use with GUC for some poles.

Mr. Robert Sutton  
January 8, 2019  
Page 2

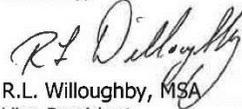
PowerServices estimates the twenty mile distribution upgrades to be between \$3,000,000 and \$4,000,000. This is a broad range, but a reasonable approximation based on our experience and knowledge of the existing system. This estimate will be refined once the initial engineering work is complete, which will provide a design acceptable to the Town. The engineering work will consist of:

- Confirmation of existing and future distribution system capacity.
- Confirmation of existing and future 115 kV/34.5 kV Delivery Point capacity.
- Preparation of preliminary plans for system upgrades.
- Confirmation of final design with Town staff.
- Providing field engineering staking to identify routes, materials, and construction estimates.
- Preparation of and submittal of bid documents
- Providing construction administration.
- Up to two additional meetings are included for presentation to the Town Council or Management, if needed.

The engineering cost for this project will be \$475,000 and is included in the total construction estimate of \$3,000,000 to \$4,000,000. Tasks 1 & 2 of this project, as provided in the enclosed Scope of Work and Engineering Fee, should provide enough engineering analysis for the Town to determine whether to proceed with either the total project or a component thereof. Total engineering cost for only Tasks 1 and 2 will be \$100,000.

If you have any questions or need clarification, please contact me. PowerServices appreciates this opportunity, and we look forward to working with the Town to integrate its vision of growth with reliable electric service supply.

Sincerely,



R.L. Willoughby, MSA  
Vice President

Direct: (919) 256-5902, Mobile (919) 971-9006

rlw/sk

Enclosure

cc: Ms. Linda J. Kushner, MBA, EE  
Mr. Peter J. Rant, PE  
Mr. Homer E. Montsinger, IV, PE  
Mr. Harry G. Buckner, Jr., AS

**PowerServices, Inc.**

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Raleigh, NC 27609 | (919) 256-5969 fax

**Town of Winterville  
Winterville, North Carolina**

**Engineering Services for the  
Winterville New Territory Electric Upgrades**

**Scope of Work and Engineering Fees  
January 8, 2019**

<b>Task</b>	<b>Description of Services</b>	<b>Estimated Engineering Fee</b>
<b>1</b>	<b>Project Kickoff Meeting and Preliminary Design</b> <ul style="list-style-type: none"> <li>• Confirmation of existing and future distribution system capacity</li> <li>• Confirmation of existing and future 115 kV/34.5 kV Delivery Point capacity</li> <li>• Prepare preliminary plans for system upgrades</li> <li>• Confirm final design with Town staff</li> </ul>	<b>\$ 50,000</b>
<b>2</b>	<b>Prioritize Territorial Areas for Upgrades</b> <ul style="list-style-type: none"> <li>• Determine preliminary construction cost for each of the four Districts</li> <li>• Determine economies of scale, if any, for multiple District upgrades</li> <li>• Meet with Town staff to complete prioritization</li> </ul>	<b>\$ 50,000</b>
<b>3</b>	<b>Field Engineering Staking</b> <ul style="list-style-type: none"> <li>• Identify routes, materials and field staking</li> </ul>	<b>\$ 300,000</b>
<b>4</b>	<b>Bid Documents and Administration</b> <ul style="list-style-type: none"> <li>• Coordinate with the Town to advertise for construction and material bids</li> <li>• Provide staking sheets and necessary information for potential bidders</li> <li>• Receive and evaluate bids</li> <li>• Provide recommendation to the Town</li> </ul>	<b>\$ 50,000</b>
<b>5</b>	<b>Construction Administration</b> <ul style="list-style-type: none"> <li>• Provide construction administration, as needed</li> </ul>	<b>\$ 25,000</b>
<b>TOTAL ESTIMATED ENGINEERING FEE</b>		<b>\$ 475,000</b>

**Note: Tasks 1 and 2 will provide enough information for the Town to decide how to proceed with total project, or with prioritizing District developments.**

**PowerServices, Inc.**  
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 Raleigh, NC 27609 | (919) 256-5969 fax

**Town of Winterville  
Work Assignment No. 2  
New Territory Upgrades  
Engineering Budget**

Personnel	Tasks					TOTALS
	1	2	3	4	5	
Professional Engineer	25	40	80	20	10	175
Project Manager	80	70	80	15	10	255
Project Engineer	80	100	150	40	50	420
Field Engineer	125	100	1250	60	100	1635
Engineering Tech	100	50	1250	80		1480
CAD Tech				40		40
Administrative Assistant	20		275	200		495
<b>Total Estimated Man-Hours</b>	<b>430</b>	<b>360</b>	<b>3085</b>	<b>455</b>	<b>170</b>	<b>4500</b>
Subtotal - Labor Expenses	\$47,750.00	\$43,650.00	\$281,700.00	\$39,000.00	\$19,900.00	<b>\$432,000.00</b>
Subtotal - Other Expenses (Meals, Mileage, Printing, Telephone, Etc.)	\$2,250.00	\$6,350.00	\$18,300.00	\$11,000.00	\$5,100.00	<b>\$43,000.00</b>
<b>Subtotal - Labor &amp; Expenses</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>	<b>\$300,000.00</b>	<b>\$50,000.00</b>	<b>\$25,000.00</b>	<b>\$475,000.00</b>

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

\$50,000.00	<b>Task 1 Project Kickoff Meeting and Preliminary Design</b>	Confirmation of existing and future distribution system capacity. Confirmation of existing and future 115 kV/34.5 kV Delivery Point capacity. Prepare preliminary plan for system upgrades. Confirm final design with Town staff.
\$50,000.00	<b>Task 2 Prioritize Territorial Areas For Upgrades</b>	Determine preliminary construction cost for each of the four Districts. Determine economies of scale, if any, for multiple District upgrades. Meet with Town Staff to complete prioritization.
\$300,000.00	<b>Task 3 Field Engineering Staking</b>	Identify routes, materials and field staking.
\$50,000.00	<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.
\$25,000.00	<b>Task 5 Construction Administration</b>	Provide construction administration, as needed.

Total: \$475,000.00

**Motion made by Councilman Moore and seconded by Mayor Pro Tem Smith to approve the Electric Territory Expansion Design and Engineering Contract with PowerServices. The motion carried unanimously, 5-0.**

Approval Old Tar Road Widening Project Electric Utility Relocation Design and Engineering Contract.

Electric Director Sutton presented the following contract negotiated with PowerServices.



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Raleigh, NC 27609 | (919) 256-5969 fax

**Letter of Authorization  
Miscellaneous Consulting Services**

February 27, 2019

Mr. Robert Sutton  
Utilities Director  
Town of Winterville  
2571 Railroad Street  
Winterville, North Carolina 28590

Dear Mr. Sutton:

Under the Services Agreement of September 13, 2017, by and between the Town of Winterville ("Town") and PowerServices, Inc., PowerServices will provide the following services to the Town:

The work is designated as Individual Work Assignment No. 3, "Old Tar Road Widening U-2817".

1. Work will consist of items detailed in the scope of work provided in PowerServices proposal and Engineering Estimate dated January 8, 2019, as attached to this Letter of Authorization.
2. Work shall be completed in accordance with the timelines established between PowerServices and the Town at the project kickoff meeting.
3. Billable effort shall not exceed \$95,000.00 for Engineering Tasks 1-10 without the Town's prior written authorization.
4. This authorization for \$95,000 is for engineering effort through June 30, 2019. The complete project engineering is currently estimated to be \$147,400.

Sincerely,

  
\_\_\_\_\_  
(PowerServices' representative)

Accepted by:

\_\_\_\_\_  
(Winterville representative)

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

January 8, 2019

Mr. Robert Sutton  
Electric Director  
Town of Winterville  
Post Office Box 1459  
Winterville, North Carolina 28590-1459

Re: Town of Winterville  
Engineering Estimate for Engineering Services  
Old Tar Road Widening U-2817

Dear Robert:

PowerServices appreciates the opportunity to provide the attached Engineering Estimate to Winterville for design, bid documents, and field services to assist with the Old Tar Road Widening, N.C.D.O.T. Project No. U-2817. Our services will include design and relocation of the existing electric distribution facilities of the Town, and the resulting coordination with the N.C.D.O.T.

PowerServices' Engineering Estimate includes all tasks and services anticipated for a typical N.C.D.O.T. project, however, with these types of projects requiring coordination with the N.C.D.O.T., duration and cost can vary greatly. Our estimate does not include the cost of obtaining right-of-way or easements. The total engineering cost for the Phase I portion of this project, through June 30, 2019, will be \$95,000. The engineering services for the remainder of the project, which will run July 1, 2019 through the year 2020 will be performed for \$52,400.

If you have any questions or need clarification, please let me know. PowerServices appreciates this opportunity and we look forward to working with the Town to integrate its vision of growth with reliable electric service supply.

Sincerely,



Peter J. Rant, PE  
Vice President

pjr/sk

Enclosure

cc: Mr. R.L. Willoughby, MSA  
Mr. Harry G. Buckner, AS  
Mr. John W. Palmiter, PE

**Town of Winterville  
Winterville, North Carolina**

**Engineering Services for the  
Old Tar Road Widening U-2817**

**Scope of Work and Engineering Fees  
January 8, 2019**

Task	Description of Services	Estimated Engineering Fee
<b>Phase I – Engineering Effort Through June 30, 2019</b>		
<b>1</b>	<b>Project Administration</b> <ul style="list-style-type: none"> <li>• Budgeting, scheduling, invoice approvals, etc., and initial site visit to determine overall project parameters</li> </ul>	\$ 3,580
<b>2</b>	<b>Field assessment, data review</b> <ul style="list-style-type: none"> <li>• Identification and assessment of affected facilities, inventory of existing facilities</li> <li>• Review and determine line grading for line design, design surveys</li> <li>• Inventory of right of way clearing units, etc.</li> </ul>	\$ 6,600
<b>3</b>	<b>Route planning, preliminary design</b> <ul style="list-style-type: none"> <li>• Route planning, acquisition of base project data, maps, and aerial photographs etc.,</li> <li>• Layout for reconstruction of existing facilities or location of new facilities, reduction of field notes and information</li> <li>• Coordination of preliminary design with owner</li> </ul>	\$ 16,910
<b>4</b>	<b>Meetings, coordination with federal, state and local agencies, and attaching utilities</b> <ul style="list-style-type: none"> <li>• Meetings and coordination with federal, state and local agencies</li> <li>• Coordination with attaching utilities both existing and proposed during the design and construction phases of the project</li> <li>• Obtaining drawings from and providing necessary drawings to attaching utilities</li> <li>• Determining and providing PUE or right-of-way requirements, as necessary</li> </ul>	\$ 11,560
<b>5</b>	<b>Surveying and Right-of-Way negotiations and Winterville Planning Department</b> <ul style="list-style-type: none"> <li>• Retain subcontractors for surveying and right-of-way negotiation of required easement areas</li> <li>• Coordination with subcontractors and Winterville Right-of-Way/Business Planning Department</li> <li>• Address design questions concerning easement acquisition</li> </ul>	\$ 8,110
<b>6</b>	<b>Design calculations</b> <ul style="list-style-type: none"> <li>• Preparation of standard and specialized design calculations and checks in order to meet requirements of the NESC, if applicable, including guying requirements, structure loading, conductor clearances, conductor motion, conductor separation, and conductor loading.</li> <li>• <i>This task does <b>not</b> include special unguyed structure and foundation calculations</i></li> </ul>	\$ 5,750

**PowerServices, Inc.**

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**Town of Winterville**

**Engineering Services for the  
Old Tar Road Widening U-2817**

**Scope of Work and Engineering Fees  
(Continued)**

<b>Task</b>	<b>Description of Services</b>	<b>Estimated Engineering Fee</b>
<b>Phase I (Continued) – Engineering Effort Through June 30, 2019</b>		
<b>7</b>	<b>Permitting and DOT cost estimates</b> <ul style="list-style-type: none"> <li>• Preparation of permit documents as required by Federal, State, or Local agencies including the U.S. Army Corps of Engineers, FAA, DOT, railroads, or others to meet project requirements</li> <li>• Preparation of DOT Project Cost Estimates for determination of reimbursement to the client is included in this task</li> </ul>	\$ 7,410
<b>8</b>	<b>Assemblies list, staking sheets</b> <ul style="list-style-type: none"> <li>• Preparation of construction assembly list of new, removal and transfer assemblies as taken from the finalized staking sheets or work orders, for use by the client or to be included in a construction contract document for bidding</li> </ul>	\$ 12,800
<b>9</b>	<b>List of materials and coordination with Town Material Standards Engineer, Purchasing</b> <ul style="list-style-type: none"> <li>• Preparation of a list of required materials for purchase by the Town of Winterville</li> <li>• Coordination with Town Material Standards Engineer and the Town Purchasing Department for procurement of necessary materials (tracking of material deliveries, and review of material invoicing)</li> </ul>	\$ 4,750
<b>10</b>	<b>Specifications and Bid Documents, issuing for bids</b> <ul style="list-style-type: none"> <li>• Preparation of plans, specifications, and a formal bid labor or labor and material contract document per standard client format for use in acquiring quotations for the proposed work</li> <li>• Task includes review and prequalification of contractors, preparation of bidder list for review and approval by client, and issuance of proposals to bidders</li> <li>• This task assumes all right-of-way clearing requirements will be included in the labor contract or handled by the Town of Winterville under separate work order</li> </ul>	\$ 17,530
<b>Phase I Estimated Engineering Fee</b>		<b>\$ 95,000</b>

**PowerServices, Inc.**

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**Town of Winterville**

**Engineering Services for the  
Old Tar Road Widening U-2817**

**Scope of Work and Engineering Fees  
(Continued)**

<b>Task</b>	<b>Description of Services</b>	<b>Estimated Engineering Fee</b>
<b>Phase II – Engineering Effort From July 1, 2019 Through 2020</b>		
<b>11</b>	<b>Bid Evaluation, Contract Process, Pre-Bid Conference</b> <ul style="list-style-type: none"> <li>• Pre-bid conference notes and pre-bid conference to discuss project bidding requirements and specifics; issuance of notes to attendees</li> <li>• Receipt of proposals, bid opening, bid tabulation, review and evaluation of the bids, recommendation to client for award of contract</li> <li>• Notification of bid results and recommendation to all bidders</li> <li>• Contract execution and coordination</li> </ul>	\$ 14,000
<b>12</b>	<b>Construction Administration</b> <ul style="list-style-type: none"> <li>• Preparation and issuance of field copies of contract documents and specifications for contractor use</li> <li>• Pre-Construction notes and conference, finalization and issuance of preconstruction conference notes to all interested parties,</li> <li>• Flagging and inventory of right-of-way clearing requirements, pole and anchor staking for construction, layout of new underground facilities to be installed</li> <li>• On-site construction observation on a part-time basis after pole staking</li> <li>• Respond to contractor or client questions concerning the design as they may arise</li> <li>• Preparation of change orders for revisions to completed construction, if needed</li> <li>• Review and approve contractor invoice submittals for monthly invoicing for compliance with the contract, and preparation of progress reports and charts</li> <li>• <i>For DOT project or project where periodic payments may be made to the client, the preparation of periodic payment request on behalf of the client may be included in this task or budgeted and handled as a separate task at the client's option.</i></li> </ul>	\$ 18,800
<b>13</b>	<b>Field Review of Final Project, Construction Inventory</b> <ul style="list-style-type: none"> <li>• Final review of the construction with the client and contractor</li> <li>• Final inventory of completed construction units</li> <li>• Punch list and clean-up notes, or project checklist and monitoring of corrections for compliance with specifications</li> </ul>	\$ 6,600

**PowerServices, Inc.**

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**Town of Winterville**

**Engineering Services for the  
Old Tar Road Widening U-2817**

**Scope of Work and Engineering Fees  
(Continued)**

<b>Task</b>	<b>Description of Services</b>	<b>Estimated Engineering Fee</b>
<b>Phase II (Continued) – Engineering Effort From July 1, 2019 Through 2020</b>		
<b>14</b>	<b>As Built Drawings/Recapitulation of Units/Closeout Documents</b> <ul style="list-style-type: none"> <li>• Revision of staking sheets/work orders and project plans and drawings to reflect actual construction completed under the contract</li> <li>• Copies of all construction records, drawings, staking sheets/work orders, etc. provided to client for their records</li> <li>• Recapitulation of final completed units of construction, coordination with contractor on final total project units completed</li> <li>• Preparation of contract closeout documents reflecting total project cost, amounts paid to date and final amount due the contractor</li> <li>• Administration of closeout procedures, coordination of acquisition of lien waivers, tax documentation, and other project documentation, review and approval of the final project invoice for payment</li> </ul>	\$ 7,630
<b>15</b>	<b>DOT Project Final Documents</b> <ul style="list-style-type: none"> <li>• Coordination and documentation of all project costs</li> <li>• Preparation or compilation of project records to substantiate reimbursements to the client</li> <li>• Assistance in preparing final project invoice for payment to the client by the DOT</li> </ul>	\$ 5,370
<b>Phase II Estimated Engineering Fee</b>		<b>\$ 52,400</b>
<b>TOTAL PROJECT</b>		<b>\$ 147,400</b>

**PowerServices, Inc.**

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Raleigh, NC 27609 | (919) 256-5969 fax

Town of Winterville  
 Old Tar Road Widening U-2817  
 Engineering Budget for Year 2018 - 2019

Personnel	Tasks										TOTALS	
	1	2	3	4	5	6	7	8	9	10		
Professional Engineer	1											
Project Manager	10	10	20	20	20	2	2				5	16
PROJECT Engineer	10	20	40	40	20	20	20	40	15	5	40	119
Field Engineer	20	40	40	20	20	20	20	40	15	40	40	265
Engineering Tech												100
CAD Tech			60	30			15					60
Administrative Assistant	5				20			10				15
Chief Estimator /Mechanics	25	50	150	92	71	46	57	115	50		40	85
Subtotal - Labor Expenses	\$2,250.00	\$6,000.00	\$18,500.00	\$10,000.00	\$7,700.00	\$5,000.00	\$5,910.00	\$12,350.00	\$4,450.00	\$16,300.00	\$16,300.00	\$86,870.00
Material - Office Expenses (Wash, Storage, Printing, Supplies, Etc.)	\$300.00	\$600.00	\$300.00	\$1,200.00	\$350.00	\$300.00	\$1,400.00	\$750.00	\$500.00	\$2,300.00	\$2,300.00	\$4,900.00
Subtotal - Labor & Expenses	\$3,150.00	\$6,600.00	\$19,100.00	\$11,500.00	\$8,150.00	\$5,700.00	\$7,410.00	\$13,800.00	\$4,950.00	\$18,600.00	\$18,600.00	\$91,770.00

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

Task	Description	2017 Total
Task 1	Budgeting, scheduling, invoice approvals, etc., and initial site visit to determine overall project parameters.	\$3,150.00
Task 2	Identification and assessment of affected facilities, inventory of existing facilities, review and determine line grading for the design, design surveys, inventory of right of way clearing units, etc.	\$6,000.00
Task 3	Mobile planning, acquisition of base project data, maps, and aerial photographs, etc., office layout for reconstruction of existing facilities or location of new facilities, reduction of field notes and information, coordination of preliminary design with owner.	\$18,910.00
Task 4	Meetings and coordination with federal, state and local agencies, coordination with interested parties both existing and proposed during the design and construction phases of the project, obtaining drawings from the providing necessary drawings to the other utilities, site determining site plan for right of way requirements (as necessary).	\$11,540.00
Task 5	Retain subcontractors for surveying and right-of-way negotiation of required easement areas, coordination with subcontractors and Winterville Right-of-Way/Business Planning Department, and answer design questions concerning easement acquisition.	\$8,110.00
Task 6	Preparation of standard and specialized design calculations and checks in order to meet requirements of the NESC, if applicable, including grading requirements, structure design, conductor clearances, conductor sagging, conductor separation, and conductor loading. The task does not include special engineer structure and foundation calculations.	\$5,700.00
Task 7	Preparation of permit documents as required by Federal, State, or Local agencies including the U.S. Army Corps of Engineers, FWA, DOT's, railroads or others to meet project requirements. Preparation of DOT Project Cost Estimates for determination of reimbursement to the client is covered by this task.	\$7,410.00
Task 8	Preparation of a construction assembly list of new, removal and transfer assemblies as taken from the finalized staging sheets or work orders for use by the client or to be included in a construction contract document for bidding.	\$13,800.00
Task 9	Preparation of a list of required materials for purchase by the Town of Winterville. Coordination with the Town of Winterville Material Standards Engineer and the Town of Winterville Purchasing Department for the procurement of necessary materials (loading of material deliveries, and review of material invoices).	\$4,950.00
Task 10	Preparation of plans, specifications, and a formal bid labor or labor and material contract document per standard client format for use in acquiring quotations for the proposed work. Includes review and prequalification of contractors, preparation of a contractor list for review and approval by client, and issuance of proposals to bidders. This task assumes that all right-of-way clearing requirements will be included in the labor contract or handled by the Town of Winterville under separate work order.	\$17,300.00
2017 Total:		\$91,770.00

Town of Winterville  
 Old Tar Road Widening U-2817  
 Engineering Budget for Year 2019-2020

Personnel	Tasks					TOTALS
	11	12	13	14	15	
Professional Engineer	180	4	2	2	2	10
Project Manager	160	15	20	10	8	63
Field Engineer	110	40	50	15	20	150
Engineering Tech	110	10	30	15	8	55
CAD Tech	65	8	12	16	8	35
Administrative Assistant	70	40	40	10	20	118
<b>Total Estimated Man-Hours</b>	125	174	50	74	45	468
Subtotal - Labor Expenses	\$12,500.00	\$17,300.00	\$5,000.00	\$6,880.00	\$5,270.00	\$47,950.00
Subtotal - Other Expenses (Meals, Mileage, Printing, Telephone, Etc.)	\$1,500.00	\$1,500.00	\$1,000.00	\$750.00	\$100.00	\$4,850.00
<b>Subtotal - Labor &amp; Expenses</b>	<b>\$14,000.00</b>	<b>\$18,800.00</b>	<b>\$6,000.00</b>	<b>\$7,630.00</b>	<b>\$5,370.00</b>	<b>\$52,400.00</b>

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

\$14,000.00	Task 11	Construction Labor Construction Bidding & Administration	Preparation of notes for a pre-bid conference, holding a pre-bid conference to discuss project bidding requirements and specifics, finalization of the pre-bid meeting notes and issue to all interested parties, receipt of proposals and preparation for the bid opening, preparation of a bid tabulation, review and evaluation of the bidding, preparation of a recommendation to client for award of contract, notification of bid results and recommendation to all bidders, preparation of contract documents for execution by bidder and client and coordination of contract execution.
\$18,800.00	Task 12	Construction Observation Management	On-site construction observation on a part-time basis after pole staking. Preparation and issuance of field copies of contract documents and specifications for contractor use, preparation of preconstruction conference notes, preparation for and holding a preconstruction conference, finalization and issuance of preconstruction conference notes to all interested parties, flagging and inventory of right-of-way clearing requirements, pole and anchor staking for construction, layout of new underground facilities to be installed, answer contractor or client questions concerning the design as they may arise, prepare project change orders for revisions to completed construction, review and approve contractor invoice submissions for monthly invoicing for compliance with the contract, and preparation of progress reports and charts. DOT project or project where periodic payments may be in care of the client, the preparation of periodic payment request on behalf of the client may be included in this task or budgeted and handled as a separate task at the client's option.
\$6,000.00	Task 13	Final Construction Review & Inventory	A final review of the construction with the client and contractor and a final inventory of completed construction units, preparation of clean-up notes, or a project checklist and monitor corrections for compliance with specifications.
\$7,630.00	Task 14	Final Project Documentation & Labor Closeout	Revision of staking sheets/work orders and project plans and drawings to reflect actual construction completed under the contract, copies of all construction records, drawings, staking sheets/work orders, etc. to be submitted to the client, finalization of the final physical units of construction, coordination with the contractor to final total project units completed, preparation of a contract closeout report reflecting total project cost, amounts paid to date and final amount due the contractor, administration of the closeout procedures, coordination of acquisition of lien waivers, tax documentation, and other project documentation, review and approval of the final project invoice for payment.
\$5,370.00	Task 15	DOT Project Final Costs Documentation & Reimbursement Assistance	Coordination and documentation of all project costs and preparation or completion of project records to substantiate reimbursements to the client, and assistance in preparing a final project invoice for payment to the client by the DOT.
<b>Total:</b>			<b>\$52,400.00</b>

Town of Winterville  
Old Tar Road Widening U-2817  
Total Engineering Budget

Personnel	Task															TOTALS
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Professional Engineer	1		3	3	3	2	2			5	4	2		2		
Project Manager	10	10	23	29	19	4	15	15	3	15	15	20	10	8	10	
Senior Engineer	10	20	42	45	20	20	20	20	15	20	40	50	15	20	25	
Mid-Level Engineer	20	40	42	45	20	20	20	20	15	20	40	50	15	20	25	
Administrative Assistant	3		60	30	20		15	10	10	20	40	40	30	20	20	
Travel Estimated Man-Hours	20	10	112	92	72	46	37	115	35	160	215	174	50	74	85	
Subtotal - Labor Expenses	\$1,370.00	\$6,000.00	\$18,560.00	\$10,000.00	\$7,760.00	\$5,400.00	\$5,930.00	\$11,570.00	\$4,400.00	\$16,200.00	\$17,300.00	\$17,300.00	\$5,600.00	\$8,800.00	\$15,270.00	
Subtotal - Material Expenses	\$350.00	\$800.00	\$350.00	\$1,500.00	\$250.00	\$350.00	\$1,300.00	\$250.00	\$350.00	\$1,350.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$700.00	
<b>Subtotal - Labor &amp; Material</b>	<b>\$1,720.00</b>	<b>\$6,800.00</b>	<b>\$18,910.00</b>	<b>\$11,500.00</b>	<b>\$8,010.00</b>	<b>\$5,750.00</b>	<b>\$7,230.00</b>	<b>\$11,820.00</b>	<b>\$4,750.00</b>	<b>\$17,550.00</b>	<b>\$18,800.00</b>	<b>\$18,800.00</b>	<b>\$6,600.00</b>	<b>\$9,800.00</b>	<b>\$15,970.00</b>	

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

Task	Description	Phase I Total	Phase II Total	Total Project
Task 1	Budgeting, scheduling, invoice approvals, etc. and field site visit to determine overall project parameters.	\$1,580.00		\$1,580.00
Task 2	Identification and assessment of affected facilities, inventory of existing facilities, review and determine line grading for line design, design surveys, inventory of right of way clearing units, etc.	\$4,600.00		\$4,600.00
Task 3	Route planning, acquisition of base project data, maps, and aerial photographs etc., office layout for reconstruction of existing facilities or location of new facilities, reduction of field notes and information, coordination of preliminary design into owner.	\$18,910.00		\$18,910.00
Task 4	Meetings and coordination with federal, state and local agencies, coordination with attached utilities both existing and proposed during the design and construction phases of the project, obtaining drawings from and providing necessary drawings to the other utilities, and determining and providing R/E or right of way requirements as necessary.	\$11,500.00		\$11,500.00
Task 5	Retain subcontractors for surveying and right-of-way negotiation of required easement areas, coordination with subcontractors and Winterville Right-of-Way/Business Planning Department, and answer design questions concerning easement acquisition.	\$8,100.00		\$8,100.00
Task 6	Preparation of standards and specialized design calculations and prints in order to meet requirements of the NESC, if applicable, including surveying requirements, structure layout, conductor clearances, conductor tension, conductor separation, and conductor loading. This task does not include special engineering to be done and foundation calculations.	\$5,750.00		\$5,750.00
Task 7	Preparation of permit documents as required by Federal, State, or Local agencies including the U.S. Army Corps of Engineers, FRA, DOT, railroads or others to meet project requirements. Preparation of DOT Project Cost Estimate for determination of reimbursement to the client is covered by this task.	\$7,230.00		\$7,230.00
Task 8	Preparation of a construction assembly list of new, removal and transfer assemblies as taken from the finalized staking sheets or work orders for use by the client or to be included in a construction contract document for bidding.	\$12,800.00		\$12,800.00
Task 9	Preparation of a list of required materials to be purchased by the Town of Winterville. Coordination with the Town of Winterville Material Standards Engineer and the Town of Winterville Purchasing Department for the procurement of necessary materials (including of material deliveries, and review of material inventory).	\$4,750.00		\$4,750.00
Task 10	Preparation of plans, specifications, and a formal labor or material contract document per standard client format for use in acquiring quotations for the proposed work. Preparation of a labor or material contract document per standard client format for use in acquiring quotations for the proposed work. This task assumes that all right of way clearing requirements will be included in the labor contract or funded by the Town of Winterville under separate work order.	\$17,300.00		\$17,300.00
Task 11	Preparation of notes for a pre-bid conference, holding a pre-bid conference to discuss project bidding requirements and specifics, evaluation of the pre-bid meeting notes and recommendations for award of contract, notification of bid results and recommendation to all bidders, preparation of contract documents for execution by bidder and client and coordination of contract execution.	\$14,000.00		\$14,000.00
Task 12	On-site construction observation on a part-time basis after job staking. Preparation and issuance of field copies of contract documents and specifications for contractor use, increased parties, flagging and inventory of right-of-way clearing requirements, post and anchor staking for construction, layout of new underground facilities to be installed, answer contractor or client questions concerning the design as they may arise, prepare project change orders for revisions to completed construction, review and approve drawings, and coordinate with the contractor on all matters related to the project. This task includes coordination with the contractor on all matters related to the project. This task assumes that all right of way clearing requirements will be included in the labor contract or funded by the Town of Winterville under separate work order.	\$18,800.00		\$18,800.00
Task 13	A final review of the construction with the client and contractor and a final inventory of completed construction units, preparation of clean-up notes, or a project checklist and prepare corrections for compliance with specifications.	\$4,600.00		\$4,600.00
Task 14	Preparation of final project records and submittals to reflect back of contractor completed work. The location, number of all construction materials, drawings, and specifications are to be entered into the project records, calculation of the final construction units of construction, coordination with the contractor on final labor project units completed, preparation of a contract closeout document reflecting total project cost, amounts paid to date and final amount due the contractor, administration of the closeout procedures, coordination of acquisition of lien waivers, tax documentation, and other project documentation, review and approval of the final project record for sign-off.	\$7,800.00		\$7,800.00
Task 15	Final verification and dissemination of all project costs and preparation or completion of project records to substantiate reimbursements to the client, and assistance in preparing a final project invoice for payments to the client by the DOT.	\$4,370.00		\$4,370.00
<b>Phase I Total</b>		<b>\$98,000.00</b>		<b>\$98,000.00</b>
<b>Phase II Total</b>			<b>\$82,000.00</b>	<b>\$82,000.00</b>
<b>Total Project</b>				<b>\$180,000.00</b>

Motion made by Councilman Moore and seconded by Councilman Hines to approve the Old Tar Road Widening Project Electric Utility Relocation Design and Engineering Contract with PowerServices. The motion carried unanimously, 5-0.

**NEW BUSINESS:**

Approval of Contract Award to Tripp Brothers Inc. for Church St. Lift Station Force Main Bore.

Public Works Director Welborn presented the following bid/contract from Tripp Brother's, Inc.

BID FORM

PROJECT: Church Street Force Main Replacement

CONTRACT: 1

BID FROM: Tripp Bro's Inc.

TABLE OF ARTICLES

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Article 7 – Attachments to this Bid	5
Article 8 – Defined Terms	7
Article 9 – Bid Submittal	7

ARTICLE 1 BID RECIPIENT

- 1.01 This Bid is Submitted To:
  - Town of Winterville
  - P.O. Box 1459
  - 2571 Railroad Street
  - Winterville, NC 28590-1459
- 1.02 Undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform the Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.



- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1	New (12) Inch RJDIP Force Main w/ (24) Inch Steel Encasement by Jack & Bore	LF	192	266.50	51,168.00
2	New (12) Inch RJDIP Force Main	LF	23	85.00	1,955.00
3	Abandonment of Existing (6) Inch Force Main (Pressure Grout)	LF	180	28.00	5,040.00
4	New (8) Inch C900 Force Main	LF	100	36.00	3,600.00
5	Connect (8) Force Main with New (8) Inch 90° Bend	EA	2	1,350.00	2,700.00
6	New (12) Inch Plug Valve & Box	EA	2	4,025.00	8,050.00
7	New Air Release Valve Assembly in Manhole	EA	1	6,300.00	6,300.00
8	Silt Fence	LF	120	7	840.00
9	Clearing and Grubbing	SY	488	4	1,952.00
10	Undercut of Unstable Soils	CY	5	10	50.00
11	Select Backfill	CY	10	15	150.00
				<b>Total Bid Price</b>	<b>81,805.00</b>

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00410-3

Document in accordance with EJCDC No. C-410 (2007) & RUS Bulletin 1780-26, Attachment G, 10/2009

Bid Form

- B. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.
- C. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions.

#### ARTICLE 6 TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.
  - A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).
  - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.
    - 1. Identification of Minority Business Participation.
    - 2. Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
    - 3. Guidelines for Recruitment and Selection of Minority Business for State Funded Projects Administered Through the Construction Grants and Loan Section.
  - C. A tabulation of Subcontractors required to be identified in the Bid.
- 7.02 Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
- 7.03 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:
  - A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or

B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

7.04 In accordance with GS 143-128 the Single Prime Contractor must identify the Contractors, if any, selected for the following subdivision of work:

A. General Construction

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

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

N.C. License No.: \_\_\_\_\_

B. HVAC Construction

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

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

N.C. License No.: \_\_\_\_\_

C. Plumbing Construction

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

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

N.C. License No.: \_\_\_\_\_

D. Electrical Construction

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

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

N.C. License No.: \_\_\_\_\_

7.05 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

#### ARTICLE 8 DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 9 BID SUBMITTAL

9.01 Contractor's License

A. Number: 52247

B. Classification: Building, Highway & PU Water & Sewer Lines

C. Limitation: Unlimited

Employer's Tax ID No.: 56-2130875

Business Address

Tripp Bro's Inc.

P.O. Box 128

Ayden NC 28513

Phone No.: 252-746-9278

Fax No.: 252-746-8590

E-Mail Address: estimating@trippbrothers.com

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00410-6

Document in accordance with EJCDC No. C-410 (2007) & RUS Bulletin 1780-26, Attachment G, 10/2009

Bid Form

9.02 This Bid Submitted by:

An Individual

Name: \_\_\_\_\_  
(Type or print)

By: \_\_\_\_\_  
(Individual's Signature)

Doing Business As: \_\_\_\_\_  
(Type or print)

A Partnership

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

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner, attach evidence of authority to sign)

Name: \_\_\_\_\_  
(Type or print)

Title: \_\_\_\_\_  
(Type or print)

Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

A Corporation

Corporation Name: Tripp Bro's Inc.

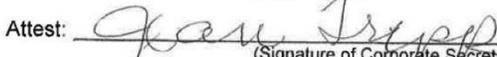
State of Incorporation: North Carolina

Type (General Business, Profession, Service, Limited Liability):

By:  \_\_\_\_\_  
(Signature, attach evidence of authority to sign)

Name: Bobby J. Tripp  
(Type or print)

Title: Pres  
(Type or print)

Attest:  \_\_\_\_\_  
(Signature of Corporate Secretary)

Corporate Seal

Date of Qualification to do business in North Carolina is 2/24/99

2853-AG: 1/8/2019

00410-7

Document in accordance with EJCDC No. C-410 (2007) & RUS Bulletin 1780-26, Attachment G, 10/2009

Bid Form



Limited Liability Company – LLC

Name of LLC: \_\_\_\_\_

Name of State under whose Laws the Limited Liability Company  
was formed: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Manager)

Name: \_\_\_\_\_  
(Type or print)

Title: \_\_\_\_\_  
(Type or print)

END OF DOCUMENT

2853-AG: 1/8/2019

00410-8

Document in accordance with EJCDC No. C-410 (2007) & RUS Bulletin 1780-26, Attachment G, 10/2009

Bid Form

**Motion made by Councilman Moore and seconded by Councilwoman Roberson to approve the bid from Tripp Brother's, Inc. The motion carried unanimously, 5-0.**

## **REPORTS FROM DEPARTMENT HEADS:**

- ❖ Minimum Housing/Code Enforcement (TLP): Mike and Willie are working; Councilman Moore asked if we could save the magnolia tree beside Dollar Tree. Town Manager Parker said we get permits and try to save.
- ❖ Tar Road Widening Project – Electric Engineering/Relocation (RS)
- ❖ New Electric Territory Engineering/Installation (RS)
- ❖ Fork Swamp Greenway Project (EJ): Progressing.
- ❖ Multi-Purpose Building Site Plan (EJ): Progressing.
- ❖ Playgrounds near completion, Easter Egg Hunt (EJ)
- ❖ Winterville Market/Town Common Plan (BW)
- ❖ Winterville Land Use Plan (BJ): Busy land use planning sessions, on web site, housing variety
- ❖ Worthington Road Corridor Study (BJ): Draft coming soon.
- ❖ Chapman Street Culvert - Nobel Canal Drainage Basin Study (TW): culvert permits this week, bids 45-60 days.
- ❖ 2018 SRF Application (Sewer Rehabilitation) (TW): Engineer reviewing camera.
- ❖ Church Street Pump Station Rehabilitation (TW): Progressing.
- ❖ Speed Limits (TW): Sent to DOT, waiting response.
- ❖ Boyd Street (TW): DOT, some progress, complete late May-early June, west side progressing.
- ❖ Laurie Ellis (TW): DOT, end of March- early April completion.
- ❖ Police Status (RW): Break into cars at Cedar Ridge, unlocked vehicles at night.

Councilman Moore asked about paving Park Street. Public Works Director Welborn noted he spoke with DOT and they have no plans at this time to pave. Councilman Moore asked that we send a letter to representatives to get DOT to curb, gutter, and pave Park Street.

**Motion made by Councilman Moore and seconded by Councilman Moyer to send a letter to our Representatives requesting the State to install curb and gutter and pave Park Street. The motion carried unanimously, 5-0.**

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

**Attorney Lassiter:** No report, reminder of closed session.

**Councilman Moore:** Thanks to Finance Director Bowers for CAFR.

**Councilwoman Roberson:** Death of Ayden Commissioner, Mary Alice Davenport. Jobs conference in Community Room went well, noted Women's History Month.

**Mayor Pro-Tem Smith:** None.

**Councilman Moyer:** What is the status of Nobel canal study? Assistant Town Manager Williams noted we are continuing to converse and work on projects and needs, \$100,000 - \$150,000 extra funds. Councilman Moyer asked when we would hear something. Assistant Town Manager Williams said this summer. Councilman Moore asked about Golden Leaf Grant, could the work be included in bid. Assistant Town Manager Williams said it was not part of the grant; it could be included. Public Works Director Welborn said we would have to engineer and permit, cost would be required. Assistant Town Manager Williams would have to get permission and can make contacts. Councilwoman Roberson asked have we done some studies and cost estimates. Public Works Director Welborn said we do have some information. Assistant Town Manager Williams said we have some estimates and they are older. Public Works Director Welborn when we have the workshop we will have information.

**Councilman Hines:** SCHS Boys Basketball Team East Regional Champions a disciplined team.

**Manager Parker:** None.

**Mayor Jackson:** None.

**ANNOUNCEMENTS:** Clerk Harvey gave the following announcements

1. Planning and Zoning Board Meeting – Monday, March 18, 2019 – 7:00 p.m. - Town Hall Assembly Room.
2. Board of Adjustment Meeting – Tuesday, Tuesday March 19, 2019 – 7:00 p.m. - Town Hall Assembly Room.
3. Stormwater Workshop – Monday, March 25, 2019 – 6:00 p.m. – Town Hall Executive Conference Room.

**Motion made by Councilman Hines and seconded by Councilwoman Roberson to adjourn into Closed Session. Motion carried unanimously, 5-0. Meeting adjourned to Closed Session at 8:35 pm.**

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

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. (Discuss the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.)

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

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

**ADJOURN: Motion made by Councilman Hines and seconded by Mayor Pro Tem Smith to adjourn regular meeting. Motion carried unanimously, 5-0. Meeting adjourned at 9:00 pm.**

Adopted this the 8<sup>th</sup> day of April, 2019.

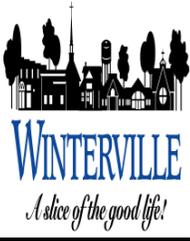
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Douglas A. Jackson, Mayor

ATTEST:

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Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** April 8, 2019

**Presenter:** Bryan Jones, Planning Director

**Item to be Considered**

**Subject:** Ange Plaza, Lot 22 – Annexation.

**Action Requested:** Set Date for Public Hearing for May 13, 2019.

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

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

**Date:** 3/27/2019

**ABSTRACT ROUTING:**

TC 03/27/2019

FD

TM 04/03/2019

Final 04/03/2019

**Supporting Documentation**

The property owner of Lot 22 in Ange Plaza is applying for annexation into the Town limits.

**Ange Plaza, Lot 22:**

Location: Beacon Drive

Size: .8747 acres

Zoned: GB

Annexation Process:

1<sup>st</sup> Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (3/11/19).

2<sup>nd</sup> Council Meeting: Schedule a Public Hearing for the Annexation (4/8/19).

3<sup>rd</sup> Council Meeting: Hold Public Hearing on the Annexation (5/13/18).

**Budgetary Impact:** TBD.

**Recommendation:** Set Date for Public Hearing.

**CERTIFICATE OF SUFFICIENCY**

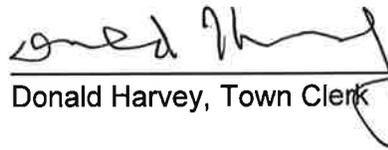
**Ange Plaza, Lot 22**

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 12th day of March, 2019.



  
Donald Harvey, Town Clerk

PETITION REQUESTING ANNEXATION

Date: February 20, 2019

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

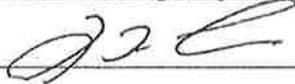
1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

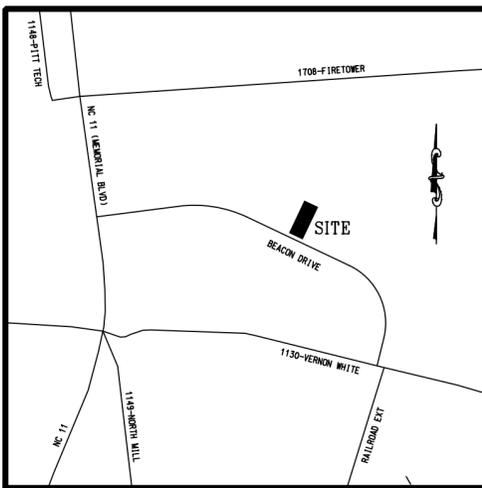
Description

Ange Plaza Lot 22

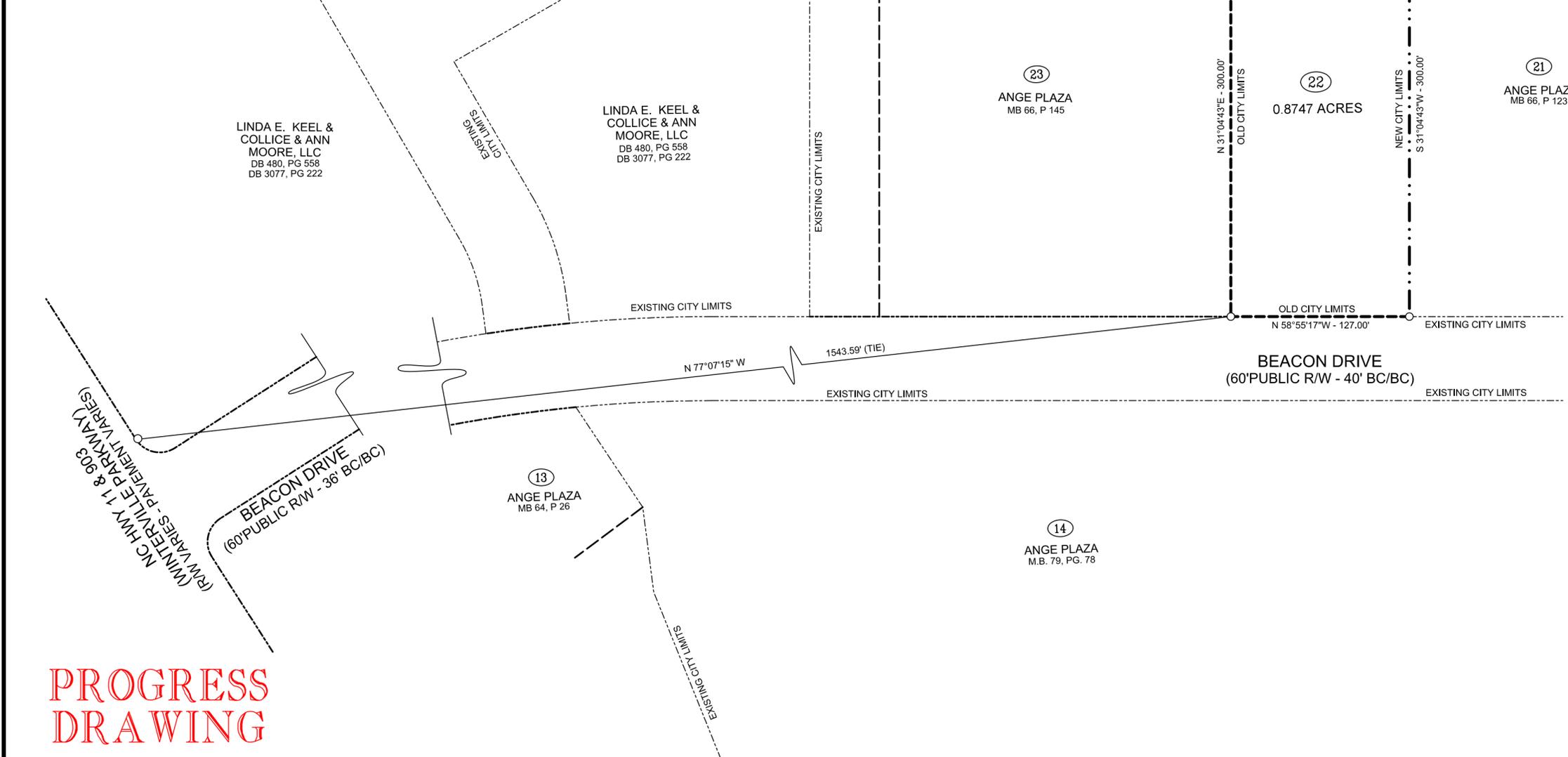
Name Cedar Landing Properties, LLC

Address 3 Rest Haven Road Extension  
Bath, NC 27808

Signature 



VICINITY MAP  
1" = 1000'



**PROGRESS  
DRAWING**

ANNEXATION MAP FOR  
**ANGE PLAZA - LOT 22**  
A PORTION OF THE PROPERTY IN DEED BOOK 3748 PAGE 300 OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP      PITT COUNTY      NORTH CAROLINA

OWNER: CEDAR LANDING PROPERTIES, LLC  
ADDRESS: 3 REST HAVEN ROAD EXTENSION  
BATH, NC 27808  
PHONE: (252) 714-8653

SURVEYED: CEP	APPROVED: CEP
DRAWN: WCO	DATE: 2/18/19
CHECKED: CEP	SCALE: 1" = 60'

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

NEW CITY LIMIT = .....  
OLD CITY LIMIT = - - - - -  
EXISTING CITY LIMIT = - . - . - .



MAP NO.	PLATS RECORDED	BOOK	PAGE

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

DATE: \_\_\_\_\_; ORDINANCE NUMBER: \_\_\_\_\_; AREA: 0.8747 ACRES  
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

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

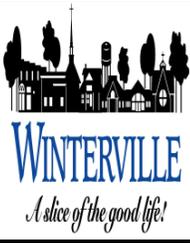
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2019.

CARLTON E. PARKER      L-2980

Legal Description For  
Ange Plaza Lot 22 Annexation

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

Beginning at a point in the northern right of way of Beacon Drive said point being located S 77-07-15 E – 1543.59' from the intersection of the northern right of way of Beacon Drive and the eastern right of way of NC Hwy 11, thence from said point of beginning N 31-04-43 E – 300.00', thence S 58-55-17 E – 127.00', thence S 31-04-43 W – 300.00' to the northern right of way of Beacon Drive, thence with the northern right of way of Beacon Drive N 58-55-17 W – 127.00' to the point of beginning containing **0.8747 acres**.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** April 8, 2019

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

**Item to be Considered**

**Subject:** Appropriation of Budgeted Salary Revenue to Capital Outlay and Contracted Services Purchases.

**Action Requested:** Approval to use unused salary revenue to purchase vehicles and enter into a new Taser and Body Camera contract.

**Attachments:** Subject Information.

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

**Date:** 3/27/2019

**ABSTRACT ROUTING:**

TC 4/3/2019

FD

TM 4/3/2019

Final 4/3/2019

**Supporting Documentation**

As the Council is aware, the Town approved and budgeted for four (4) new Police Officers this fiscal year (FY 2018-2019). Due to challenging Staffing obstacles and attrition of the current candidate pool, we have not been able to fill two (2) of those positions as of yet. There is currently \$154,000 of unused salary money in the Salaries line item. If approved, the Police Department would be able to use this unused money to purchase three (3) vehicles, including up-fit, that were scheduled to be replaced next budget year forgoing the associated requested expenditure for the FY 2019-20 fiscal year. Additionally, we are requesting to enter into a more robust and needed contract with Axon who supplies our Taser and body camera devices. Currently, if fully staffed, we will have 23 fulltime officers (including the SRO) but only have eight (8) body cameras and eight (8) functioning Tasers. This is a safety and liability issue concern for the officers and the Town. The new contract will fully cover 18 new cameras and Tasers as well as insuring them for replacement and upgrade over a 5-year period. The total unused salary requested to be appropriated from salaries is \$153,962.25.

Additionally, the Police Department requests approval to use the N.C. Sheriffs Association Purchasing Co-Op contracted pricing guide to purchase two (2) of the three (3) vehicles requested, as two (2) of the vehicles are not available on the N.C. State Contract for Police Vehicles.

**Budgetary Impact:** The use of this revenue in this budget year will substantially reduce the requested budget expenditure for the Police Department in the next budget year requested expenditures - \$153,962.25.

**Recommendation:** Approval of request.



# ILBERTON

701-712 South Main Street  
High Point, NC 27260  
(336) 841-6100



2019

<b>Buyer:</b> WINTERVILLE POLICE DEPARTMENT	<b>Cell:</b>
CHIEF WILLHITE	
<b>Phone:</b> 252-215-2395	<b>Phone:</b>
<b>E-Mail:</b> RYAN.WILLHITE@WINTERVILLENC.COM	<b>Fax:</b>

<b>VEHICLE</b>	<b>DODGE CHARGER PURSUIT</b>	<b>Make:</b>	<b>TRADE</b>
<b>Year:</b> 2019		<b>Model:</b>	
<b>Color:</b> WHITE		<b>Year:</b>	
<b>Engine:</b> 5.7L HEMI V-8 MDS VVT		<b>Color:</b>	
<b>Drive:</b> AWD   5-SPEED AUTO W5A580		<b>VIN:</b>	
<b>Mileage:</b>		<b>Stock #:</b>	
		<b>ACV:</b>	

**MSRP**

**Sale Price** NC STATE CONTRACT PRICING SCHEDULE **\$24,241.00**

ITEM 21

<b>Options Included</b>			
POLICE PKG 29A, PARKVIEW REAR CAMERA, FRONT READING/MAP			
LIGHT, 18" WHEEL COVERS, EQUIPMENT MOUNTING BRACKET,			
BLACK LEFT SPOT LAMP			
LED UPGRADE		\$	150.00
Cloth Rear Seats			
<b>Options Total</b>		\$	150.00

**Sub Total** \$24,391.00

**BALANCE DUE** \$24,391.00

Manager

*Morgan Butler*

Customer

DIRECTOR OF FLEET SALES

AUTHORIZED PERSONEL

+ 8000.00  
upfit



# ILDERTON

701-712 South Main Street  
High Point, NC 27260  
(336) 841-6100



3/22/2019

<b>Buyer:</b>	WINTERVILLE POLICE DEPARTMENT	<b>Cell:</b>	
	CHIEF WILLHITE		
<b>Phone:</b>	252-215-2395	<b>Phone:</b>	
<b>E-Mail</b>	ryan.willhite@wintervillenc.com	<b>Fax:</b>	

		TRADE	
<b>VEHICLE</b>	DODGE DURANGO PURSUIT	<b>Make:</b>	
<b>Year:</b>	2019	<b>Model:</b>	
<b>Color:</b>	WHITE	<b>Year:</b>	
<b>Engine:</b>	5.7L HEMI V-8 MDS VVT	<b>Color:</b>	
<b>Drive</b>	AWD   8-SPEED AUTO 8HP70	<b>VIN:</b>	
<b>Mileage:</b>		<b>Stock #:</b>	
		<b>ACV:</b>	

**MSRP**

**Sale Price** NCSA CONTRACT PRICING **\$30,755.00**

#149

Options Included		
SPECIAL SERVICE PACKAGE		BLIND SPOT AND CROSS PATH DETECTION \$395
PARKVIEW REAR CAMERA, U CONNECT		
TRAILER TOW/HD PACKAGE	\$845	
CARPET FLOOR CLOTH REAR SEAT		
<b>Options Total</b>		<b>\$ 1,240.00</b>

**Sub Total** **\$31,995.00**

2 VEHICLES

**BALANCE DUE** **\$63,990.00**

Manager Morgan Butler Customer \_\_\_\_\_  
DIRECTOR OF FLEET SALES AUTHORIZED PERSONEL

# State Term Contract 070A - Vehicles- Passenger, Truck, Van, SUV and Law Enforcement

Item #	Vehicle Type	Unit Price	Add, Deduct, or No Change	Amount for Add or Deduct	Vehicle Brand	Vehicle Model	Trim Level	Body Code
20	Cargo Van, 6,200 - 8,600 LB GVWR (2019)	\$ 24,706.00			FORD	TRANSIT 250	XL	R1Z
	Low Roof		No Charge		FORD	TRANSIT 250	XL	R1Z
	Mid Roof		Add	\$ 563.00	FORD	TRANSIT 250	XL	R1C
	High Roof		Add	\$ 3,949.00	FORD	TRANSIT 250	XL	R1X
21	Discount on Option Spend	7%						
	Dodge Charger Police Pursuit Vehicle, V8 Hemi, All Wheel Drive (2018)	\$ 24,241.00			DODGE	CHARGER	C8X9	LDEE48
	V8 Rear Wheel Drive		Deduct	\$ 1,594.00	DODGE	CHARGER	C8X9	LDDE48
	V6 Rear Wheel Drive		Deduct	\$ 1,644.00	DODGE	CHARGER	C8X9	LDDE48
	Special Paint (refer to IFB# 201500915, Section 6.17)							
	Discount on Option Spend	7%						
	Ford Police Interceptor Sedan, V6, Solid Color, All-Wheel Drive (2019); Final Order Date 09/15/2018	\$ 24,856.00				FORD	AWD SEDAN	POLICE
22	Turbo-Charged		Add	\$ 2,899.00	FORD	AWD SEDAN	POLICE	P2M
	Front-Wheel Drive		Deduct	\$ 930.00	FORD	FWD SEDAN	POLICE	02L
	SSV - Front Wheel Drive		Deduct	\$ 399.00	FORD	FWD SEDAN	POLICE	P2L
	Discount on Option Spend	7%						
23	Ford Police Utility (2020)	\$ 33,753.00			FORD	Police Interceptor Utility		K8A
	Turbo-Charged		Add	\$ 3,130.00	FORD	Police Interceptor Utility		K8A
	Discount on Option Spend	8%						
24	Chevrolet Tahoe PPV, 2-Wheel Drive (2019)	\$ 31,959.64			CHEVROLET	TAHOE PPV		
	4-Wheel Drive		Add	\$ 2,867.32				
	Special Paint		Add	\$ 225.00				
	Discount on Option Spend	6%						



# Statewide Term Contract 070A – Vehicles (Passenger, Truck, Van, SUV, & Law Enforcement)

<b>Bid Number</b>	201500915/201601389/201700962/201701210
<b>Contract Name</b>	Vehicles (Passenger, Truck, Van, SUV and Law Enforcement)
<b>Effective Dates</b>	October 26, 2015 through April 30, 2019
<b>Awarded Vendor(s) &amp; Contacts</b>	<p><b>Acme Auto Leasing, LLC</b> – <u>Bob Crowe</u> – (800) 242-7767 – (203) 234-6858</p> <p><b>Asheville Ford, LLC</b> – <u>Jeff Williams</u> – (828) 253-2731</p> <p><b>Butler Chrysler Dodge Jeep</b> – <u>Tina Neill</u> – (800) 995-9696 – (843) 522-9696</p> <p><b>Capital Chevrolet of Raleigh</b> – <u>Rod Mitchell</u> – (919) 573-8530</p> <p><b>Capital Ford of Raleigh</b> – <u>Jennifer Romano</u> – (919) 790-4648</p> <p><b>Capital Nissan of Wilmington</b> – <u>David Fisher</u> – (910) 376-4455</p> <p><b>Horace G. Ilderton, LLC</b> – <u>Catherine Martin</u> – (888) 760-0853 – (336) 822-8708</p> <p><b>Performance CDJR</b> - <u>Gene Daniel</u> – (910) 592-5337 – (910) 592-5337</p> <p><b>Piedmont Truck Center, Inc.</b> – <u>Spencer Wood</u> – (800) 632-0218 – (336) 668-2401</p>
<b>Awarded Items &amp; Pricing</b>	Award of specific items to Vendors are found on the pricing sheet and can be accessed by <a href="#">clicking here</a> . Each item on the pricing sheet includes all approved chassis configurations. Base units include standardized options. Users should check the specification to see what options are included. Minimum required specifications can be viewed by clicking on the links in the pricing sheet.
<b>Special Note</b>	<p><b>Item 13</b></p> <p>The Ford Focus SE supplied through Capital Ford of Raleigh is equipped with cruise control, back power windows, etc. as standard equipment at <b>\$16,230.00</b>.</p> <p>The Ford Focus S supplied through Asheville Ford, LLC does not come equipped with cruise control, back power windows, etc. at <b>\$16,726.28</b>.</p>
<b>Contract Covers</b>	<ul style="list-style-type: none"> <li>• Chevrolet Bolt Vehicle Leasing through Acme Auto Leasing, LLC</li> <li>• Passenger Sedans (Compact, Midsized, Hybrid, Electric, Administrator, Full-Size)</li> <li>• SUVs (Compact, Midsize, Full-Size, Full-Size Increased Towing Capacity, Heavy Duty)</li> <li>• Passenger Vans (Minivan, 8-Passenger, 12-Passenger, 15-Passenger)</li> <li>• Cargo Vans (Compact, Light Duty, Medium Duty, Heavy Duty)</li> <li>• Box Truck (Heavy Duty Commercial Cutaway)</li> <li>• Cab and Chassis (Light Duty, Medium Duty, Heavy Duty)</li> <li>• Pickups (Light Duty, Medium Duty, Heavy Duty)</li> <li>• Law Enforcement (Full-Size PPV Sedan, Midsize PPV SUV, SSV Truck)</li> </ul>
<b>Mandatory Contract</b>	This is a mandatory Statewide Term Contract for state agencies, departments, institutions,

	<p>universities and community colleges - unless exempted by North Carolina General Statute. Additionally, non-mandatory entities, including schools and local government, that are allowed by general statute may use this contract. <b>NOTE: Per General Statute 143-341 (8)(i) all state agencies must fulfill their requirements for passenger vehicles through Motor Fleet Management. If you have a question about this statute or what vehicles are covered under the statute, you are advised to contact Motor Fleet Management.</b></p>
<b>Contract Does Not Cover</b>	<p>The contract does not cover:</p> <ul style="list-style-type: none"> <li>• Chassis configurations that aren't specifically listed in the award.</li> <li>• After market or dealer up fit of items that are not included in the contracted item specifications and cannot be ordered through the manufacturer's official ordering guide for each vehicle. Examples of items excluded but not limited to are: storage bins, ladder racks, light bars, work trays, equipment mounts, special decaling, non-factory window tinting, cages, partitions, lifts, utility bodies, dump beds, and bed covers.</li> </ul>
<b>Delivery</b>	<p>Delivery to the ordering agency is included in the unit price. Estimated order to delivery time is 90 to 120 days. Delivery schedules are subject to change based on factory production schedules and product availability. Using agencies are encouraged to stay in communication with the dealer regarding estimated delivery and issues that may arise that would cause a delay.</p>
<b>Ordering Instructions</b>	<p>Orders from this contract shall be placed directly from the using agency to the awarded Vendor. Agencies are encouraged to contact the Vendor prior to placing an order to determine if the vehicle is currently available for order or if there are any production issues that may impact the timely delivery. Agencies should request a quote from the Vendor prior to submitting a purchase order when additional manufacturer options are required that are not on this contract.</p>
<b>Loaded into E-Procurement</b>	<p>No. Catalogs are not loaded in <u>E-Procurement</u>.</p>
<b>E-Procurement Help Desk</b>	<p>(888) 211-7440</p>
<b>Contract Administrator</b>	<p><u>David O'Neal</u> – (919) 807-4534</p>
<b>Contract Addenda</b>	<p>3/3/2017: 2017 Ford Fusion Cut-Off Date</p>
	<p>3/28/2017: Dual Award Item 13 to Capital Ford of Raleigh &amp; Asheville Ford, LLC.</p>
	<p>4/4/2017: Contact Update for Horace G. Ilderton, LLC.</p>
	<p>4/10/2017: Ford Transit Cargo &amp; Passenger Vans Cut-Off Date May 5, 2017</p>
	<p>4/12/2017: Balance out for Ford police vehicle orders will be July 1, 2017 and Ford F150 will be May 1, 2017.</p>
	<p>4/20/2017: Corrected Pricing for Item 14.</p>

	5/12/2017:	Cutoff Date Announcement 2017 Chevrolet Tahoe and Volt is May11, 2017
	5/15/2017:	2017 Ford F150 Production Balance Out
	5/30/2017:	Contract Administrator Change to David O'Neal
	07/11/2017:	Capital Nissan contact change
	07/11/2017:	2018 Model Year Updates for Chevrolet Tahoe, Ford Transit 350 and other Ford Models on contract
	08/28/2017:	2018 Model Year Updates for Ford Econoline, Ford Focus SE, Ford Police Sedan, Ford Police SUV, F650, and Ford Expedition
	09/06/2017:	Removal of Line Item 28 – Electric Ford Focus from contract. Item is no longer available from Ford in the state of NC
	09/21/2017:	2018 Model Year Updates for Ford F250, F350, F450, and F550
	10/11/2017:	Ben Mynatt Chevrolet added to contract for the Chevrolet Colorado (Compact Pickup Truck) & Chevrolet Suburban (Heavy Duty SUV) and Capital Chevrolet for the Chevrolet Impala (Administrator's Sedan)
	10/19/2017:	2018 Model Year Updates for Dodge Journey and Dodge Charger Police Pursuit Vehicle
	12/6/2017:	Chevrolet Bolt and SSV Silverado (Capital Chevrolet of Raleigh), Nissan Leaf (Capital Nissan of Wilmington), SSV Dodge Ram (Performance CDJR), Dodge Charger (Horace G. Ilderton, LLC) and Chevy Bolt Leasing (Acme Auto Leasing. LLC) added to contract.
	12/12/2017:	2018 Model Year Update for Ford Fusion
	12/28/2017:	2018 Model Year Update for Nissan Pathfinder
	2/16/2018:	2018 Model Year Cut Off updated for Ford F250, F350, F450, F550 and Ford Transit 350
	2/16/2018:	Capital Chevrolet Contact Change
	3/06/2018:	Capital Ford Contact Change
	3/07/2018:	2018 Model Year Update for Nissan NV200
	4/02/2018:	Ford Model Year Updates for Lines 1-5, 8, 9

	04/30/2018: Ford Model Year Updates for Line 6
	06/19/2018: Ford Model Year Updates for Lines 18 & 19
	06/19/2018: Ford Cutoff Date Updates for Lines 15, 17, 22, 23
	08/30/2018: Ford Model Year Update for Expedition updated
	9/15/2018: Ford Model Year Updates for Lines 7, 10, 15, 17, 20, 22, 23
	10/08/2018: Ben Mynatt removed from Contract
	10/08/2018: Chevrolet Suburban (Heavy Duty SUV) Removed from contract
	10/08/2018: Contract extended until January 31, 2019
	10/25/2018: 2019 Model Year Update for Line 36 Silverado
	1/15/2019: 2020 Model Year Update for Line 23 Police Interceptor
	1/29/2019: Contract Extended until April 30,2019



## NORTH CAROLINA SHERIFFS' ASSOCIATION

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>DODGE DURANGO PURSUIT AWD 5.7L (WDEE75/22Z) (Specification #149)</u>			
Ilderton Dodge Chrysler Jeep Ram, LLC	2019 Dodge Durango Pursuit AWD 5.7L (WDEE75/22Z)	★Appalachia	\$30,755.00
Performance Chrysler Dodge Jeep Ram	2019 Dodge Durango Pursuit AWD 5.7L (WDEE75/22Z)	★Dogwood	\$30,733.00
Performance Chrysler Dodge Jeep Ram	2019 Dodge Durango Pursuit AWD 5.7L (WDEE75/22Z)	★Cardinal	\$30,703.00
Performance Chrysler Dodge Jeep Ram	2019 Dodge Durango Pursuit AWD 5.7L (WDEE75/22Z)	★Longleaf Pine	\$30,743.00



**NORTH CAROLINA SHERIFFS' ASSOCIATION**  
**DODGE DURANGO PURSUIT AWD 5.7L (WDEE75/22Z)**  
**SPECIFICATION #149**

2019 Dodge Durango Pursuit AWD 5.7L (WDEE75/22Z)

**ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED**

**INSTRUCTIONS:** Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. **BODY AND CHASSIS**

- a. Layout - Longitudinal front engine, transfer case with full-time all-wheel drive
- b. Construction - Steel unibody

2. **ENGINE**

- a. 5.7-LITER PENTASTAR V-8
- b. TRANSMISSION: TORQUEFLITE EIGHT-SPEED AUTOMATIC 850RE
- c. GVWR(a) lbs. (kg) - 6,500 (2,948)

3. **ELECTRICAL SYSTEM**

- a. Alternator - 220-amp
- b. Battery - Maintenance-free; H6 650 CCA + Auxiliary 200 CCA on Electronic Stop/Start (ESS) (V-6)

4. **BRAKES**

- a. Power-assisted, anti-lock braking system (ABS)

5. **DIMENSIONS AND CAPACITIES**

- a. Wheelbase - 119.8 (3,042)
- b. Overall Length - 201.2 (5,110)
- c. Overall Width - (Width at Mirrors) 85.5 (2,172)
- d. Body Width - 75.8 (1,924)
- e. Overall Height (at Roof Rail / at Antenna) - 70.9 (1,800.5)
- f. Fuel Tank Capacity - 24.6 gal. (93.1 liter)

6. **ACCOMMODATIONS**

- a. Seating Capacity (front/second) - 2/3

7. **WHEELS AND TIRES**

- a. Type and Material - Painted machine cast-aluminum, 10-spoke Satin Carbon
- b. Size (inches) - 18 x 8
- c. Parking Brake Type - Rear, mechanical, drum-in-hat
- d. Power Assist - Single-rate, tandem diaphragm vacuum
- e. Four-wheel Anti-lock Brakes
- f. Electronic stability control
- g. All-speed traction control
- h. Brake Assist
- i. Size and Type - P265/60R18



## **NORTH CAROLINA SHERIFFS' ASSOCIATION**

### **DODGE DURANGO PURSUIT AWD 5.7L (WDEE75/22Z) SPECIFICATION #149**

#### **2019 Dodge Durango Pursuit AWD 5.7L (WDEE75/22Z)**

The Dodge Durango Pursuit AWD 5.7L (WDEE75/22Z) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and NCSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

<b>ZONE:</b>	<b>★ Appalachia</b>	<b>★ Dogwood</b>	<b>★ Cardinal</b>	<b>★ Longleaf Pine</b>
<b>BASE PRICE:</b>	<b>\$30,755.00</b>	<b>\$30,733.00</b>	<b>\$30,703.00</b>	<b>\$30,743.00</b>

While the North Carolina Sheriffs' Association has attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

**NOTE:** An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	Durango Pursuit AWD 5.7L (WDEE75/22Z)			
<b>DEALER:</b>	Ilderton Dodge Chrysler Jeep Ram, LLC	Performance Chrysler Dodge Jeep Ram	Performance Chrysler Dodge Jeep Ram	Performance Chrysler Dodge Jeep Ram
<b>ZONE:</b>	★Appalachia	★Dogwood	★Cardinal	★Longleaf Pine
<b>BASE PRICE:</b>	\$30,755.00	\$30,733.00	\$30,703.00	\$30,743.00

Order Code	Delete Options	Dogwood & Cardinal & Longleaf Appalachia Pine	
	Delivery Fee - Cardinal District		\$0.00
	Delivery Fee - Dogwood District		\$0.00
	Delivery Fee - Appalachia District		\$0.00
	Delivery Fee - Longleaf Pine District		\$0.00

Order Code	Add Options	Dogwood & Cardinal & Longleaf Appalachia Pine	
LM1 <sup>1</sup> LM1 <sup>2</sup>	Daytime running headlamps, Low Beam	\$38.00 <sup>1</sup>	\$37.60 <sup>2</sup>
WGG <sup>1</sup> WGG <sup>2</sup>	Wrap-around grille guard - Dealer Installed	\$1,100.00 <sup>1</sup>	\$799.00 <sup>2</sup>
RH1 <sup>1</sup> RH1 <sup>2</sup>	Single Disc Remote CD Player	\$470.00 <sup>1</sup>	\$465.30 <sup>2</sup>
NHK <sup>1</sup> NHK <sup>2</sup>	Engine Block Heater	\$90.00 <sup>1</sup>	\$89.30 <sup>2</sup>
RSD <sup>1</sup> RSD <sup>2</sup>	Sirius XM Satellite Radio	\$185.00 <sup>1</sup>	\$183.30 <sup>2</sup>
XAN <sup>1</sup> WH	Optional equipment - specify <i>BLIND SPOT &amp; CROSS PATH DETECTION</i> <sup>1</sup>	\$280.00 <sup>1</sup>	\$3,741.00 <sup>2</sup>
DURANGO <sup>2</sup>	<i>WHELEN INNER EDGE SLICKTOP PACKAGE - HANDHELD CONTROLLER WITH FACTORY CONSOLE</i> <sup>2</sup>		
WH DUR CON <sup>2</sup>	Optional equipment - specify <i>WHELEN INNER EDGE SLICKTOP PACKAGE - POLICE STYLE CONSOLE</i> <sup>2</sup>		\$4,271.00 <sup>2</sup>
SO DURANGO <sup>2</sup>	Optional equipment - specify <i>SOUND OFF SLICKTOP PACKAGE - HANDHELD CONTROLLER WITH FACTORY CONSOLE</i> <sup>2</sup>		\$3,505.00 <sup>2</sup>
SO DUR CON <sup>2</sup>	Optional equipment - specify <i>SOUND OFF SLICKTOP PACKAGE - POLICE STYLE CONSOLE</i> <sup>2</sup>		\$4,074.00 <sup>2</sup>
	Optional equipment - specify		NA



August 27, 2015

To: North Carolina units of local government and other interested parties

From: Norma R. Houston, *Lecturer in Public Law and Government*

Re: North Carolina Sheriffs' Association Vehicle Procurement Program

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The UNC School of Government has been asked to render an opinion about the legality of purchasing law enforcement vehicles directly through the North Carolina Sheriffs' Association Vehicle Procurement Program ("the NCSA Program") under the group purchasing program exception to competitive bidding requirements under North Carolina General Statute 143-129(e)(3). The following opinion is not a recommendation for or endorsement of the products or services offered through the NCSA Program.

Under North Carolina law, when a local government subject to Article 8, Chapter 143 of the North Carolina General Statutes decides to purchase apparatus, supplies, materials, or equipment involving the expenditure of \$30,000 or more, that local government must follow certain statutory bidding procedures unless an exception applies. G.S. 143-129 contains several exceptions to these bidding requirements. One of these exceptions, found in G.S. 143-129(e)(3), allows local governments to purchase apparatus, supplies, materials, or equipment through a "competitive bidding group purchasing program" instead of following the bidding requirements of Article 8. G.S. 143-129(e)(3) defines a "competitive bidding group purchasing program" as "a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies." In my opinion, the NCSA Program qualifies as a competitive bidding group purchasing program under G.S. 143-129(e)(3).

Accordingly, local governments subject to Article 8, Chapter 143 of the North Carolina General Statutes have the legal authority to purchase vehicles directly from vendors under contract through the NCSA Program under the group purchasing program exception in G.S. 143-129(e)(3), unless such purchases are inconsistent with local policies or procedures. An analysis of the NCSA Program under the group purchasing program exception follows.

### ***Formally Organized Program***

In order to qualify as a group purchasing program under G.S. 143-129(e)(3), the entity offering products and services must be "formally organized." While the statute does not define this term, it suggests some level of organization beyond an ad hoc group that decides

to enter into contracts jointly. The North Carolina Sheriffs' Association is a nonprofit organization formed in 1922. According to the NCSA website ([www.ncsheriffs.org](http://www.ncsheriffs.org)), the organization is governed by a board of directors, has an office, contact information, and staff. As such, the NCSA meets the requirement of being formally organized.

***Competitively Obtained Purchasing Services***

Under the group purchasing exception, the items and services offered must be "competitively obtained," meaning the organization's contracts were procured through a competitive process. While this process does not have to mirror in every respect the competitive bidding requirements of G.S. 143-129 for purchase contracts in the formal bidding range, it must ensure a reasonable opportunity for interested vendors to be notified of and submit bids with fair evaluation of those bids leading to a contract award. The vehicle contracts available through the NCSA Program are entered into by the NCSA after broadly disseminated advertising (including through the North Carolina Bid Network), a pre-bid conference, and receipt of sealed bids by an advertised bid deadline. Bids were evaluated and awarded based on the lowest, responsive, responsible bidder standard of award. In my opinion, this process meets the statutory requirement that the contracts be obtained competitively. (See NCSA website for specific bid-related documents).

***Discount Prices***

A third element of the group purchasing program exception is that the prices offered by vendors must be discounted. Typically such discounts take the form of a price less than list price, although this is not specifically required under the group purchasing program exception. The competitive bid prices received by the NCSA and the contracts awarded contain competitive discount pricing, thus satisfying this requirement of the statute.

***Two or More Public Agencies***

The final requirement under the group purchasing program exception is that the items offered through the program are available to at least two public agencies (this requirement does not exclude the opportunity for private entities to purchase items from the program). According to its website, the NCSA offers the opportunity to purchase through the NCSA Program to all 100 sheriffs' offices in North Carolina, thus making the program available to at least two public agencies.

For these reasons, it is my opinion that local governments in North Carolina may purchase vehicles directly (i.e., without having to comply with the competitive bidding requirements of Article 8) from vendors through the NCSA Program under the group purchasing program exception of G.S. 143-129(e)(3).

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	282433
Customer No.	WINTV

Bill To
WINTERVILLE POLICE DEPARTMENT PO BOX 1459 WINTERVILLE, NC 28590

Ship To
WINTERVILLE POLICE DEPARTMENT 2593 NORTH RAILROAD STREET ATT: CHIEF WILLHITE WINTERVILLE, NC 28590

**Contact:**  
 Telephone: 252-756-1105  
 E-mail:

**Contact:**  
 Telephone: 252-756-1105  
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/26/19	GROUND	PPAY & ADD TO INVOICE	SETINA QUOTE	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
MIKE BARNWELL		CHRIS MARTIN-GREENSBORO	CHIEF WILLHITE		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	TK0248DUR11 SMC CARGO BOX DSC/BSC Warehouse: GBKO Vin #:	934.8700	934.87
1	1	Y	TF0237DUR11 SMC FREESTANDING BRACKET KIT Warehouse: GBKO Vin #:	58.6400	58.64
1	1	Y	TPA9289 SMC CARGO BOX SLIDING RADIO TRAY (TRN) Warehouse: GBKO Vin #: RADIO TRAY FOR CARGO BOX WITH NO LOCK *****	251.6700	251.67
1	1	Y	GK10251STHK SMC SINGLE T-RAIL TRUNK TRAY MOUNT SMALL LOCK F KEY Warehouse: GBKO Vin #:	183.8200	183.82
1	1	Y	TPA12633 SMC DIVIDER ASSEMBLY Warehouse: DROP Vin #:	85.6500	85.65

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

Approve All Items & Quantities

**Quote Good for 30 Days**

Print Date	03/26/19
Print Time	03:12:14 PM
Page No.	1

Subtotal	1,514.65
Freight	150.00
6.750 % Sales Tax	112.36
<b>Order Total</b>	<b>1,777.01</b>

Printed By: MIKE BARNWELL



**Emergency Vehicle Specialists**

Phone 252-635-3061 / Fax 252-635-3067  
 Dover, NC 28526  
 PO Box 153 - 115 Barwick Rd.

# Estimate

Date	Estimate #
3/25/2019	7147

Name / Address
Winterville Police Department P.O. Box 1459 Winterville, NC 28590

Project

Item	Description	Qty	Price	Total
IX44UFZ	2019 Dodge Durango SSV Equipment listed for 1 - Un-Marked vehicles #2018/19 State contract pricing applied where applicable Whelen, Inner-Edge, Twelve LED's, (10 -Blue, 2 TD's) Driver and Pass Side Split, Flashing Takedown lights, Dodge Durango 2014+	1	634.20	634.20T
TAD8	B / B / B / B / B / TD - - TD / B / B / B / B / B Eight TIR3 Super-LED Traffic Advisor, 28.36" Long, Less Control Head	1	413.33	413.33T
DBKT4	B / B / A / B / B / A / B / B Mounted rear upper deck	1	14.40	14.40T
I2E	"L" Angle Mounting Bracket Kit	4	121.80	487.20T
HHS3200	ION DUO Series Super LED Universal Light Blue/White, Black housing, includes Universal Mount 2 - Blue/White grille 2 - Blue/White Driver and Pass side window rear cargo	1	359.40	359.40T
SA315P	HHS3200, Siren amplifier with Hand Held Controller, includes programming software (CANCTL5), replaces HHS2200	1	143.00	143.00T
SAK54	Whelen, 100 Watt speaker 123dB, Black nylon composite	1	24.60	24.60T
3SRCCDCR	Bracket, speaker 2014 Dodge Durango	2	48.71	97.42T
75812	Compartment Light, Combination Red/White, with Independent Control of Red and White Light	1	103.80	103.80T
CG-X	Stinger DS LED with DC steady charger	1	71.20	71.20T
ETRA8063	Chargeguard, Universal control with shutdown timer	1	31.99	31.99T
NMOKHFUDMPL	Antenna, Phantom Elite 806-896MHz	1	17.12	17.12T
	3/4" NMO MT. with Mini UHF	1		

THANK YOU FOR YOUR BUSINESS, IF THERE ARE ANY QUESTIONS, PLEASE CALL

**Subtotal**

**Sales Tax (6.75%)**

**Total**



*B+G Electronics and Communications, Inc.*

**Emergency Vehicle Specialists**

Phone 252-635-3061 / Fax 252-635-3067  
Dover, NC 28526

PO Box 153 - 115 Barwick Rd.

# Estimate

Date	Estimate #
3/25/2019	7147

Name / Address
Winterville Police Department P.O. Box 1459 Winterville, NC 28590

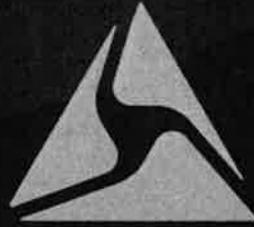
Project

Item	Description	Qty	Price	Total
WNDWTINT	Custom Window Tinting with 3M ATC 20% front doors, visor. Limited Lifetime Warranty	1	125.00	125.00T
FL-80RFID-2	Rear brake panel flasher / interface - DURANGO - Plug & Play - 12V auxillary lead - (2015+)	1	220.00	220.00T
S & H	Estimated Shipping & Handling	1	25.00	25.00T
Labor	Installation & Materials to install above equipment, customer supplied mobile radio.	1	690.00	690.00T

THANK YOU FOR YOUR BUSINESS, IF THERE ARE ANY QUESTIONS, PLEASE CALL

<b>Subtotal</b>	\$3,457.66
<b>Sales Tax (6.75%)</b>	\$233.39
<b>Total</b>	\$3,691.05

Charger is standard upfit of \$ 8.000 as previous years



# AXON

**Winterville Police Dept. - NC**

**AXON SALES REPRESENTATIVE**

David Gollobit  
(480) 905-2060  
dgollobit@axon.com

**ISSUED**

**4/1/2019**

Q-200625-43556.742DG

1



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-200625-43556.742DG**

issued: 04/01/2019

Quote Expiration: 04/30/2019

Account Number: 121067

Start Date: 05/15/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**SHIP TO**

Scott Raby  
 Winterville Police Dept. - NC  
 2593 RAILROAD ST  
 WINTERVILLE, NC 28590  
 US

**BILL TO**

Winterville Police Dept. - NC  
 PO BOX 1459  
 WINTERVILLE, NC 28590  
 US

**SALES REPRESENTATIVE**

David Gollobit  
 Phone: (480) 905-2060  
 Email: dgollobit@axon.com  
 Fax: 888-821-8703

**PRIMARY CONTACT**

Scott Raby  
 Phone: (252) 756-1105  
 Email: scott.raby@wintervilleenc.com

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	18	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	720	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	18	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	18	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
<b>Hardware</b>					
73200	AXON BODY 3 - NA01	18	699.00	653.57	11,764.26
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	18	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	18	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	36	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	36	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	36	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	36	0.00	0.00	0.00

**Year 1 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	18	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	21	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	21	0.00	0.00	0.00
20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	18	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK	1	1,495.00	1,397.83	1,397.83
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	42.00	39.27	39.27
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY	1	0.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	6	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	6	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	750.00	0.00	0.00
<b>Other</b>					
73450	OFFICER SAFETY PLAN 7	18	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	18	0.00	0.00	0.00
73400	Aware V Service Line: 5 Year	18	0.00	0.00	0.00
71019	NORTH AMERICA POWER CORD	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	18	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	18	1,788.00	1,671.78	30,092.04
				Subtotal	43,293.40
				Estimated Shipping	0.00
				Estimated Tax	3,030.54
				Total	46,323.94

## Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	36	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	36	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	36	0.00	0.00	0.00
<b>Other</b>					
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	18	1,788.00	1,698.60	30,574.80
				Subtotal	30,574.80
				Estimated Tax	2,140.23
				Total	32,715.03

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	36	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	36	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	36	0.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE	1	0.00	0.00	0.00
<b>Other</b>					
73309	AXON BODY CAMERA REFRESH ONE	18	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	18	1,788.00	1,698.60	30,574.80
				Subtotal	30,574.80
				Estimated Tax	2,140.23
				Total	32,715.03

**Year 4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	36	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	36	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	36	0.00	0.00	0.00
<b>Other</b>					
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	18	1,788.00	1,698.60	30,574.80
				Subtotal	30,574.80
				Estimated Tax	2,140.23
				Total	32,715.03

**Year 5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	36	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	36	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	36	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	36	0.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO	1	0.00	0.00	0.00
<b>Other</b>					
73310	AXON BODY CAMERA REFRESH TWO	18	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	18	1,788.00	1,698.60	30,574.80
				Subtotal	30,574.80
				Estimated Tax	2,140.23
				Total	32,715.03

**Grand Total 177,184.06**



## Discounts (USD)

Quote Expiration: 04/30/2019

List Amount	175,789.00
Discounts	10,196.40
<b>Total</b>	<b>165,592.60</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	46,323.94
Year 2	32,715.03
Year 3	32,715.03
Year 4	32,715.03
Year 5	32,715.03
<b>Grand Total</b>	<b>177,184.06</b>

## Notes

Agency has existing contract #10546 (originated via Q-100861) and is terminating this contract upon the execution of this quote.

The parties agree that Axon is granting a refund of \$927.20 (applied to Year # licenses) to refund paid, but undelivered services. Any change in the start date will result in modification of this refund which may result in additional fees due to or from Axon. Cancellation of contract #10546 will be accepted when an executed copy of this agreement is received.

### Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media
- Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_

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

Name (Print): \_\_\_\_\_

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

PO# (Or write  
N/A): \_\_\_\_\_

Please sign and email to David Gollobit at [dgollobit@axon.com](mailto:dgollobit@axon.com) or fax to 888-821-8703

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-200625-43556.742DG

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This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Winterville Police Dept. – NC ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**  
"**Axon Evidence**" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"**Products**" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon pursuant to this Agreement.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges on the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term,

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

14 **Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.

15 **Termination.**

15.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.

15.2 **By Agency.** Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.

15.3 **Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

16 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

17 **General.**

17.1 **Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.

17.2 **Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.

17.3 **Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

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**Winterville Police Dept. – NC**

Signature: \_\_\_\_\_

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

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

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

lost or stolen.

- 8 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 9 **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 10 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 11 **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:
- 11.1. The Termination provisions of this Agreement apply; or
  - 11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 12 **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.
- 13 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
  - 13.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
  - 13.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
  - 13.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
  - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
  - 13.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.

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Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. (“TAP Term”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote (“Spare Products”). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon’s warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“OSP Standard”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“OSP Term”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 (“OSP 7”) and Officer Safety Plan 7 Plus (“OSP 7 Plus”) include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency’s OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency’s election not to utilize any portion of an OSP 7 bundle.
- 6 **OSP 7 Term.** OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date (“OSP 7 Term”).
- 7 **TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts (“Body-Worn Upgrade”). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.

7.1. **TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn

**TASER 7 Appendix**

This TASER 7 Appendix applies to Agency’s TASER 7, OSP 7, or OSP 7 Plus purchase from Axon

1. **Term.** If Agency purchases TASER 7 as part of OSP 7 or OSP 7 Plus, the start date for TASER 7 is the OSP 7 Term start date. Otherwise, the start date is based on initial shipment of TASER 7 hardware (“**TASER 7 Start Date**”). If Axon ships TASER 7 hardware in the first half of the month, the TASER 7 Start Date is the 1st of the following month. If Axon ships TASER 7 hardware in the last half of the month, the TASER 7 Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote (“**TASER 7 Term**”). If the Quote has multiple TASER 7 ship dates, each shipment will have its own 60-month term, starting on the shipment of TASER 7 as described above.
2. **Unlimited Duty Cartridge Plan.** If the Quote includes “**Unlimited Duty Cartridge Plan**”, Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty, and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
3. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the TASER 7 Term, Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, “**Training Content**”), Agency may access Training Content during the TASER 7 Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency’s responsibility.
4. **Extended Warranty.** If the Quote includes a TASER 7 plan (**TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification**), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. TASER 7 plans extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term. If the Quote does not include a TASER 7 plan, Agency may purchase extended warranties to provide coverage.
5. **Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote (“**Spare Products**”). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.
6. **Trade-In.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount (“**Trade-In Units**”) to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency’s TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
  - 7.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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**TASER 7 Axon Evidence Terms of Use Appendix**

- 1 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 2 **TASER 7 Agency Content.** "TASER 7 Agency Content" means software, data, text, audio, video, images or other content any of Agency's end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 4 **Agency Owns TASER 7 Agency Content.** Agency controls and owns all right, title, and interest in and to TASER 7 Agency Content and except as otherwise outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of TASER 7 Agency Content. Axon will have limited access to TASER 7 Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.
- 6 **Axon Evidence Terms of Use Appendix.** To the extent not in conflict with the terms in this Appendix, all terms in the Axon Evidence Terms of Use Appendix also apply to use of TASER 7 with Axon Evidence.

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**Axon Records Appendix**

1 **Axon Records Subscription Term.** If Agency purchases Axon Records as part of a bundled offering, the Axon Records subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Records to Agency.

If Agency purchases Axon Records as a standalone, the Axon Records subscription begins the later of (1) the date Axon provisions Axon Records to Agency or (2) the first day of the month following the Effective Date.

The Axon Records subscription term will end upon the completion of the Axon Records subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**").

2 **Agency Records Content.** "**Agency Records Content**" means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Records (b) cause to interface with Axon Records, or (c) upload to Axon Records under Agency account or otherwise transfer, process, use or store in connection with Agency account.

3 **Access Rights.** Upon Axon granting Agency an Axon Records subscription, Agency may access and use Axon Records to store and manage Agency Records Content during the Records Subscription Term. Agency may not exceed the number of end users than the Quote specifies.

4 **Axon Records Core.** Axon Records Core includes the following applications: Report Writer, NIBRS Incident Reporting, Axon Evidence Integration, Case Management, Civil & Protection Orders (early 2020), Physical Property, Information Exchange Access, APIs. Additional applications, as well as any Axon services needed to configure Axon Records, are not included in the Axon Records Core fee or any bundle that includes Axon Records Core.

5 **Agency Owns Agency Records Content.** Agency controls and owns all right, title, and interest in Agency Records Content. Except as outlined herein, Axon obtains no interest in Agency Records Content, and Agency Records Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Records Content. Axon will have limited access to Agency Records Content solely for providing and supporting Axon Records to Agency and Agency end users.

6 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Records Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital records; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Records Content and no Agency Records Content or Agency end user's use of Agency Records Content or Axon Records violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Records. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Records.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Records Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or

- trademark notices) of Axon's or Axon's licensors on or within Axon Records; or
- 12.7. use Axon Records to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Records Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Records Content only if Agency has paid all amounts due. There will be no functionality of Axon Records during these 90-days other than the ability to retrieve Agency Records Content. Agency will not incur additional fees if Agency downloads Agency Records Content from Axon Records during this time. Axon has no obligation to maintain or provide any Agency Records Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Records Content stored in Axon Records. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Records Content from Axon Records.
- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Records Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Records on behalf of U.S. Federal department, Axon Records is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Records on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Records.
- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Records Content, Storage, Axon Records Warranty, and Axon Records Restrictions.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** April 8, 2019

**Presenter:** David Moore, Fire Chief

**Item to be Considered**

**Subject:** Surplus and Sale of 1994 E-One Fire Engine.

**Action Requested:** Approval for Town Manager to Surplus and Sale Apparatus to Johnston Community College.

**Attachment:** (1) Estimates of Value of Similar Apparatus.

**Prepared By:** David Moore, Fire Chief

**Date:** 3/27/2019

**ABSTRACT ROUTING:**

TC 03/27/2019

FD \_\_\_\_\_

TM 04/03/2019

Final 04/03/2019

**Supporting Documentation**

As discussed previously. The new fire engine is complete. When the new truck was approved in the budget process staff and council decided to surplus the 1994 engine. With the age and history of the truck, we agreed that making it available to a community college training program or small fire department would be the best opportunity for the town to sell the truck and help an organization in need. Due to the age, condition, history and set-up of the truck, the consensus has been that a training program would be the best avenue. This is because the lack of rear shoulder/lap seatbelt and the age of the truck are not necessarily ideal for frontline service. The next step of the process is to surplus and sale the 1994 fire engine. Considering the value of this item (\$25,000), Council needs to approve the surplus action and direct the Town Manager to complete the surplus process. Staff has researched and compared similar apparatus'. We have also consulted our apparatus dealer regarding the value and conclude that \$25,000 is a reasonable price. Staff recommends the 1994 Apparatus be designated as surplus and sold to Johnston Community College to be used for fire and rescue training.

**Budgetary Impact:** \$25,000 (Revenue).

**Recommendation:** Staff recommends that Council approve staff to surplus and sell of the 1994 engine to Johnston Community College.



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## 1994 Saulsbury Freightliner Pumper



**\$30,000**

Yes, I'm Interested!

For Additional Information,  
Contact Brindlee Mountain at:

Local: 256.776.7786



## 1994 Saulsbury Freightliner Pumper

### **\*\*Ask More Questions About This Truck\*\***

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1994 Saulsbury Freightliner Pumper  
Freightliner FL80 Chassis  
Seating for 5; 4 SCBA seats  
Cummins C8.3 300 HP Diesel Engine  
Allison 3000 Automatic Transmission  
Hale QSMC 1500 GPM Side-Mount Pump  
1000 Gallon Polypropylene Tank  
Hale Foam Pro Foam System  
30 Gallon (Class A) Foam Cell  
Date of Last Pump Certification: 05/2015  
Driver's Side Discharges: (2) 2 1/2"  
Driver's Side Suction: (1) 6"  
Officer's Side Discharge: (2) 3"  
Officer's Side Suction: (1) 6"  
Rear Discharges: (2) 3"  
Rear Suction: (1) 6"  
Booster Reel  
Crosslays/Speedlays: Crosslays: (4) 1 3/4"  
Honda 3.5KW Gas Generator  
Hydraulic Ladder Rack  
Federal Q Siren  
Ground Ladders  
Included Equipment: Hose, Nozzles, and Pike Poles  
Engine Hours: 2,744

Mileage: 30,458  
Telescoping Lights

**Additional equipment not included with purchase.**

*Length: 32' 2"*  
*Height: 9' 5"*  
*GVRW: 43,000*  
*Wheelbase: 235"*

With under 50,000 miles, this piece of apparatus has lots of life remaining to respond to emergencies in your department.

Changes in NFPA in 1991 significantly increased fire fighter's safety when operating a fire truck. Buying a used fire apparatus newer than this year will bring those safety features into your firehouse as well. The enclosed cab which was required in 1991 and forward brought fire fighters out of the elements of weather, and into the safety of the fire apparatus cab.

With an on-board foam system, your fire fighting will use the water more efficiently. Adding foam to a fire can help reduce the total water needed to extinguish the fire, and reduce the damage that can be caused to property by excess water usage on a fire scene.

Stock#: 10440

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**Apparatus currently resides in  
USA - Northeast**

**\$30,000**

For Additional Information,  
Contact Brindlee Mountain at

Local : **258.776.7799** or

**"Ask More Questions About This Truck"**

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## Don't like this one? Check out these other 4 options

### 2004 HME 4X4 PUMPER



Waterous 1500 GPM Pump, 750 Gallon Tank, Cummins Diesel, Foam...

[Truck Detail](#)

### 2005 ROSENBAUER SPARTAN PUM...



Waterous 1500 GPM Pump, 500 Gallon Tank, Cummins Diesel

[Truck Detail](#)

### 1998 PIERCE SABER PUMPER



Waterous 1250 GPM Pump, 1000 Gallon Tank, Detroit Diesel

### 2009 PIERCE KENWORTH 4X4 PUM...



Waterous 1500 GPM Pump, 750 Gallon Tank, Paccar Diesel, L...

[Truck Detail](#)

[Truck Detail](#)



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## 1993 E-One International Pumper



**\$25,000**

Yes, I'm Interested!

For Additional Information,  
Contact Brindlee Mountain at:

Local: 256.776.7786



## 1993 E-One International Pumper



### **\*\*Ask More Questions About This Truck\*\***

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1993 E-One International Pumper  
International Chassis  
Hale 1250 GPM Top-Mount Pump  
1000 Gallon Tank  
3500 Champion Remote Start Generator Gas  
Booster Reel  
Engine Hours: 2,669  
Mileage: 40,610

**Additional equipment not included with purchase.**

With under 50,000 miles, this piece of apparatus has lots of life remaining to respond to emergencies in your department.

Changes in NFPA in 1991 significantly increased fire fighter's safety when operating a fire truck. Buying a used fire apparatus newer than this year will bring those safety features into your firehouse as well. The enclosed cab which was required in 1991 and forward brought fire fighters out of the elements of weather, and into the safety of the fire apparatus cab.

E-ONE is a worldwide designer, manufacturer and marketer of fire rescue vehicles with more than 28,000 vehicles in operation around the globe. Established in 1974, E-ONE pioneered the use of extruded aluminum in first responder vehicles and continues to lead the industry today with innovative uses of this material along with our stainless steel product line. Headquartered in Ocala, Florida, innovation has been the company's driving force and continues to be the impetus behind its pursuit of new technologies. The result is state-of-the-art fire rescue vehicles recognized for superior firefighting and rescue capabilities.

<http://www.e-one.com/history-of-e-one/>

Stock#: 11898

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Apparatus currently resides in  
USA - South

**Considering All Reasonable  
Offers!**

**\$25,000**

For Additional Information,  
Contact Brindlee Mountain at

Local : **266.776.7786** or

**"Ask More Questions About This Truck"**

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## Don't like this one? Check out these other 4 options

**2004 HME 4X4 PUMPER**



Waterous 1500 GPM Pump, 750 Gallon Tank, Cummins Diesel, Foam....

[Truck Detail](#)

**2005 ROSENBAUER SPARTAN PUM...**



Waterous 1500 GPM Pump, 500 Gallon Tank, Cummins Diesel

[Truck Detail](#)

**1998 PIERCE SABER PUMPER**



Waterous 1250 GPM Pump, 1000 Gallon Tank, Detroit Diesel

[Truck Detail](#)

**2009 PIERCE KENWORTH 4X4 PUM...**



Waterous 1500 GPM Pump, 750 Gallon Tank, Paccar Diesel, L....

[Truck Detail](#)



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Sell your  
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Click the link above, and tell us what you have and which FD you are with!

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## 1992 International Toyne



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**PE-12460**

1992 International Toyne, diesel, Allison automatic, air brakes, 1,000 gpm Hale, 1,000 gal tank, Akron deck gun w/ground base, tips & nozzle, (2) 5" suction hose, 24', 14' & 10' ladders, fixed LED telescoping lights, new 12v LED scene lights, scba seats, wrenches, 10' pike, axes, (3) lite boxes, vinyl hose bed cover, misc fittings & intake valves, warning lights, lightbar and Code 3 siren. 18,450 miles. **Asking \$29,600**

**Other Information relating to this Vehicle:**

Discharges: (3) 2.5", (2) 1.5" & (1) 3" LDH  
Pre-connects: 2  
Intakes: (2) 2.5" & (2) 5"

[Next >](#)

*Thank you for coming to Firetec to buy a used fire truck. Inventory is updated at least twice every hour so keep coming back. Better yet- call us to tell us how we can help find the right fire truck for your department. We are here to help and want to hear from you!*  
*(The map is intended to provide general location of each used fire truck. Call to get a precise location)*  
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**TEXT: 802-431-6033**  
**FREE Mobile Fire Truck API**  
**Get the first alert on available apparatus.**  
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This map shows the region in which this apparatus is located



**NEW LISTING**

Want to search more fire trucks regional location?

Click on the map to be taken to list of units in your region of choice.

Shipping Information:  
Vehicle Height: 9'4"  
Vehicle Length: 28'6"  
Gross Vehicle Weight: 20,000

**Gotta Have it?**

**Phone:** 800-347-3832

**E-mail:** [firetec@firetec.com](mailto:firetec@firetec.com)

**Text/SMS:** (802)431-6033

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*Vehicle specifications are provided to Firetec by the sellers. Firetec makes no claim as to their accuracy and all specifications are subject to inspection and verification. All apparatus sold as-is, where-is.*

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## 1994 E-One Hurricane AWD



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*(The map is intended to provide general location of each used fire truck. Call to get a precise location)*

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*Get the first alert on available apparatus.*

<http://app.firetec.com>

*This map shows the region in which this apparatus is located*



*Want to search more fire trucks regional location?*

*Click on the map to be taken to list of units in your region of choice.*

**Shipping Information:**  
Vehicle Height: 10'1"  
Vehicle Length: 31'4"  
Gross Vehicle Weight: 42,000

### PE-12348

1994 E-One Hurricane AWD, Detroit turbo diesel, Allison automatic, air brakes, 1,500 gpm Hale, 1,000 gal tank, All-Wheel Drive, 40 gal foam, deck gun, (2) Night fighter scene lights, 14' roof ladder, 24' extension ladder, 2 hard suction w/strainers, hose bed cover, halogen warning lights, lightbar and PA 300 siren. 38,862 miles.

**Reduced!** Asking \$25,000

#### Other Information relating to this Vehicle:

Discharges: (2) drivers, (2) passenger, 1 rear  
Pre-connects: 2  
Intakes: 2

#### Gotta Have it?

**Phone:** 800-347-3832

**E-mail:** [firetec@firetec.com](mailto:firetec@firetec.com)

**Text/SMS:**

**(802)431-6033**

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*Vehicle specifications are provided to Firetec by the sellers. Firetec makes no claim as to their accuracy and all specifications are subject to inspection and verification. All apparatus sold as-is, where-is.*

# Fenton Fire Equipment

Call toll free at 1-866-310-2077 (tel:1-866-310-2077)

## 1994 E-One Cyclone II 1500/1000 (E3559)

**Inventory #:** E3559

**Price:**

\$24,900.00

**Status:**

Available

Distance Calculator

ZIP code

Go!

Check out this fire engine for sale. It had a new paint job in 2010. Need big water for your ISO or simply to fight fire without panicking to grab a hydrant. 1000 gallons of water allows your fire department to get water on scene to help with ISO and have enough of it that you buy your operator some time before completing the plug. This fire truck was just reduced down to \$24,900.00.

## General

Detroit Diesel

Automatic

Seats 6 (SCBA 5)

AC  
Aluminum Body  
various ladders  
Repainted in 2010

## **Pump & Tank**

Hale 1500 GPM  
Tank 1000 Gal Poly

## **Electrical**

5kw Generator  
Cord reels

## **Dimensions**

Miles: 48,518  
H: 10'  
L: 33' 4"  
WB: 210"  
GVWR 40000

# Fenton Fire Equipment

---

Call toll free at 1-866-310-2077 (tel:1-866-310-2077)

## 1994 Freightliner 1250/500 Rescue Pumper (E3680)

**Inventory #:** E3680

**Price:**

\$16,000.00

**Status:**

Available

Distance Calculator

ZIP code

Go!

Unit 1- Asking \$18,000- 60,500 miles

Unit 2- Asking \$16,000- 78,400 Miles

Available Immediately

3 man cab

2 SCBA seats

Cummins C8.3 300 hp engine

Allison md-3060p 6 speed automatic transmission

Hale 1250 gpm single stage pump

500 gal poly tank  
Onan 7.5kw diesel generator  
Hurst tool set up in the rear of the truck  
1 Hannay reel with 100' ft of preconnected high pressure hydraulic hose  
1 Hannay reel with 200' of electric cord  
1 Hannay reel with 100 ' of air hose  
(2) Additional Hannay reel with 200' of electrical cord on each side of the truck  
Akron deck gun  
Federal Q  
Grover air horns  
Unit 1 has new tires and upgraded LED lighting  
150' of preconnected 1 3/4 crosslay  
Crosslay 2- 200' of 1 3/4  
Crosslay 3 250' of 1 3/4  
Crosslay 4 300' of 1 3/4  
Crosslay 5 150' of 2 1/2  
Cribbing compartments  
Custom diamond plate hydrant tool boxes

27' 11" length  
9' 4" top of light bar height  
8'4" width



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** April 8, 2019

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Budget Amendment 2018-2019-4.

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

**Attachments:** Budget Amendment 18-19-4.

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

**Date:** 3/27/2019

**ABSTRACT ROUTING:**

TC 03/27/2019

FD

TM 04/03/2019

Final 04/03/2019

**Supporting Documentation**

This is the fourth budget amendment for the 2018-2019 Fiscal Year.

This amendment addresses four items. The first is the appropriated funds for the purchase of the house and land on Main St. across from the Fire Department. That amount is \$49,000

The second item addresses the return of the Letter of Credit funds to the developers of Villa Grande in the amount of \$59,289 and the remainder in the amount of \$5,307 was refunds issued to Bill Clark homes for funds held as a guarantee.

The third item addresses funds for the contract with ARK Construction. They were engaged for the development of the square master plan.

The fourth item addresses the revenue short fall resulting in FEMA not paying the Town for funds used to write the project budget. This is related to the Church Street Pump Station Mitigation project that is complete. We appealed to FEMA and recently were told that the funds would not be forth coming. We did receive a total of \$357,200 from FEMA and Golden Leaf.

**Budgetary Impact:** The total budget amendment is \$167,396.

**Recommendation:** Approve the Budget Amendment.

**BUDGET ORDINANCE AMENDMENT 18-19-4**

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

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

LINE ITEM DESCRIPTION		Fund	Increase	Decrease
Fund Balance Contribution	10	3831 General	\$ 131,596.00	
Retained Earnings	62	3935 Sewer	\$ 35,800.00	
Total			\$ 167,396.00	\$ -

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

LINE ITEM DESCRIPTION		Department	Fund	Increase	Decrease
Capital Outlay	1042426000	7150 Public Buildings	General	\$ 49,000.00	
Letter of Credit Reserve	1041950000	5121 Non Departmental	General	\$ 64,596.00	
Contracted Services	1042426002	4233 Buildings and Grounds	General	\$ 18,000.00	
Contribution to CIP Fund	6273732020	9107	Sewer	\$ 35,800.00	
Total				\$ 167,396.00	\$ -

Adopted the 8th day of April 2019.

\_\_\_\_\_

Mayor

\_\_\_\_\_

Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** April 8, 2019

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

**Item to be Considered**

**Subject:** Set a Special Called Meeting to Conduct Town Manager's Performance Review.

**Action Requested:** Set a Meeting Date.

**Attachment:** N/A.

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

**Date:** 4/2/2019

**ABSTRACT ROUTING:**

TC

FD

TM 4/2/2019

Final 4/2/2019

**Supporting Documentation**

It is that time of year again to set a Special Called Meeting Date to conduct the Town Manager's Performance Review. With that said, I offer the following dates as possible suggestions:

**Suggested Dates:**

Monday, April 22, 2019 at 6:00 pm

Tuesday, April 23, 2019 at 6:00 pm

Monday, May 6, 2019 at 6:00 pm

Tuesday, May 14, 2019 at 6:00 pm

Unless the Council deems it necessary to change the process, I will author a Self-Evaluation and forward it to Council, in addition to sending the Performance Review instrument (which is a Council-adopted instrument). Each Board member will complete the Performance Review form and forward to Keen Lassiter and he will work with Council during the meeting to conduct said Performance Review.

Please let me know should you have any questions.

Thank you.

**Budgetary Impact:** TBD.

**Recommendation:** N/A.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** April 8, 2019

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

**Item to be Considered**

**Subject:** Sanitary Sewer Rehabilitation.

**Action Requested:** Approval of Amendment to Engineering Services Contract with Rivers & Associates, Inc.

**Attachments:** Contract Amendment.

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

**Date:** 3/26/2019

**ABSTRACT ROUTING:**

TC 03/26/2019

FD

TM 04/03/2019

Final 04/03/2019

**Supporting Documentation**

The Town received a low-interest 20-year loan award from the Division of Water Infrastructure in the spring of 2018 for a Sanitary Sewer Rehabilitation Project.

The first step in meeting the required project milestones was to select an Engineering firm to develop the Engineering Report, Environmental Documentation, Construction Plans and Specifications, as well as perform Construction Administration and Inspections. The Town entered into a contract with Rivers and Associates to provide the consulting services related to the cleaning, CCTV inspection, and engineering evaluation of the sanitary sewer collection lines proposed for rehabilitation.

Under the initial contract, valued at \$70,000, Rivers and Associates performed contract administration for the cleaning and TV'ing of the targeted collection lines, conducted the Phase 2 Sanitary Sewer Evaluation Survey and memorandum of findings, developed an Engineering Report and Environmental Information Document for review and approval by the State.

The subject amendment, valued at \$347,000, will cover the remaining professional services activities associated with the project and will include the design, surveying, bidding, construction administration, construction observation, and grant/loan administration.

**Budgetary Impact:** The project costs, including Professional Services, has been approved for funding through the NCDENR – DWI Clean Water State Revolving Fund. TOW received a low-interest 20-year loan award in the amount of \$3,532,000 with \$500,000 being approved for principal forgiveness.

**Recommendation:** Approve Amendment No. 1 to the existing Engineering Services Agreement

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

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

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

Background Data

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

Owner: Town of Winterville

Engineer: Rivers & Associates, Inc.

Project: 2019 Sanitary Sewer System Rehabilitation

Nature of Amendment:

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

Description of Modifications:

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

Agreement Summary:

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

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

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

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

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

OWNER:

Town of Winterville

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

Print \_\_\_\_\_

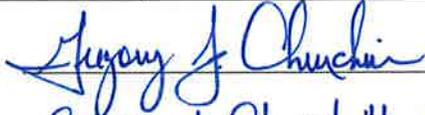
name: \_\_\_\_\_

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

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

ENGINEER:

Rivers & Associates, Inc.

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

Print \_\_\_\_\_

name: Gregory J. Churchill, P.E. \_\_\_\_\_

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

Date Signed: 3-25-19 \_\_\_\_\_

This is **ATTACHMENT 1**, consisting of 13 pages, referred to in and part of **EXHIBIT K - AMENDMENT 1** of the **Agreement between Owner and Engineer for Professional Services** dated October 11, 2018.

### **ATTACHMENT 1 TO EXHIBIT K – AMENDMENT 1**

#### ***Modifications to Exhibit A – Engineer’s Services:***

Delete Item 9.a. under A.1.03.A.9. as follows:

Perform or provide the following other Final Design Phase tasks or deliverables:

- a. ~~Design Memo.~~

Revise A.1.03.A.10. to read as follows:

10. Furnish for review by Owner, its legal counsel, and other advisors, two (2) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 150 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

Add Item B.3. under A.2.01.B. as follows:

- B. The following additional services are anticipated to be required and are part of this Agreement:
  1. Grant and Loan Assistance and Documentation
  2. Property Surveys and Easement Surveys
  3. **Topographic Surveys**

#### ***Modifications to Exhibit C – COMPENSATION PACKETS:***

See attached **Exhibit C1** for revisions to Compensation Packets.

#### ***Modifications to Exhibit J – SPECIAL PROVISIONS:***

See attached **Exhibit J1** for revisions to Special Provisions.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud.

2. The second part of the document outlines the various methods used to collect and analyze data. It describes the use of statistical techniques to identify trends and anomalies in the data, and the importance of using reliable sources of information.

3. The third part of the document discusses the role of the auditor in the financial reporting process. It explains how the auditor's independent review of the financial statements provides assurance to investors and other stakeholders that the information is reliable and free from material misstatement.

4. The fourth part of the document discusses the importance of transparency and disclosure in financial reporting. It explains that providing clear and concise information about the company's financial performance and risks is essential for investors to make informed decisions.

5. The fifth part of the document discusses the role of the regulatory bodies in overseeing the financial reporting process. It explains that these bodies are responsible for setting and enforcing the rules that govern the preparation and disclosure of financial statements.

6. The sixth part of the document discusses the importance of internal controls in the financial reporting process. It explains that these controls are designed to prevent and detect errors and fraud, and to ensure that the financial statements are prepared in accordance with the applicable accounting standards.

7. The seventh part of the document discusses the role of the board of directors in the financial reporting process. It explains that the board is responsible for overseeing the company's financial reporting and for ensuring that the financial statements are prepared in accordance with the applicable accounting standards.

8. The eighth part of the document discusses the importance of the auditor's independence and objectivity. It explains that the auditor must be free from any conflicts of interest that could impair their ability to provide an unbiased and objective opinion on the financial statements.

9. The ninth part of the document discusses the importance of the auditor's communication with the board and management. It explains that the auditor must provide clear and concise information about the results of their audit and any areas of concern.

10. The tenth part of the document discusses the importance of the auditor's professional judgment. It explains that the auditor must use their professional judgment to identify and assess the risks of material misstatement, and to determine the nature, timing, and extent of the audit procedures to be performed.

This is **EXHIBIT C1**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated October 11, 2018.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

---

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$176,000 based on the following estimated distribution of compensation:

a. Funding Phase – ER/EID	<u>\$25,000</u>
b. Study and Report Phase – Phase 2 SSES & Memo	<u>\$45,000</u>
c. Preliminary & Final Design Phase	<u>\$106,000</u>
d. <del>Final Design Phase</del>	<del>\$( )</del>
e. Bidding and Negotiating Phase	<u>\$ NA</u>
f. Construction Phase	<u>\$ NA</u>
g. Post-Construction Phase	<u>\$ NA</u>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 11 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **EXHIBIT C1**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 11, 2018.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

---

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

*C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
  2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
  3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
  4. The total compensation for services under Paragraph C2.01 is estimated to be \$70,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ <u>NA</u>
b. Preliminary Design Phase	\$ <u>NA</u>
c. Final Design Phase	\$ <u>NA</u>
d. Bidding or Negotiating Phase	\$ <u>16,000</u>
e. Construction Phase	\$ <u>52,000</u>
f. Post-Construction Phase	\$ <u>2,000</u>
  5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

---

**Exhibit C1 – Compensation Packet BC-2: Basic Services (other than RPR) – Standard Hourly Rates Method of Payment.**  
This document is a MODIFIED version of EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
  7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
  8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of April 1<sup>st</sup>) to reflect equitable changes in the compensation payable to Engineer.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-2 is conditioned on a period of service not exceeding 10 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.**

#### C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.15.

#### C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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**COMPENSATION PACKET RPR-2:  
Resident Project Representative – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment**

**A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:**

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$98,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 180 day construction schedule.

**B. Compensation for Reimbursable Expenses:**

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1<sup>st</sup>) to reflect equitable changes in the compensation payable to Engineer.

**C. Other Provisions Concerning Payment Under this Paragraph C2.04:**

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Exhibit C1 – Compensation Packet RPR-2: Resident Project Representative Services—  
Standard Hourly Rates Method of Payment.

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1<sup>st</sup>) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

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**Exhibit C1 – Compensation Packet AS-1: Additional Services –  
Standard Hourly Rates Method of Payment.**

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

D. The Total Compensation for Services under Paragraph C2.05 is estimated to be \$73,500 based on the following estimated distribution of compensation:

1. Grant and Loan Assistance and Documentation	<u>\$ 28,000</u>
2. Property Surveys and Easement Maps	<u>\$ 5,000</u>
3. Topographic Surveys	<u>\$ 40,500</u>

E. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

This is **Appendix 3 to EXHIBIT C1**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 11, 2018.

## Summary of Engineering Fees

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### **C2.01.1** *Compensation for Basic Services (other than Resident Project Representative) - Lump Sum Method of Payment*

A.1.a.	Funding Phase	\$ <u>25,000</u>
A.1.b.	Study and Report Phase	\$ <u>45,000</u>
A.1.c.	Preliminary & Final Design Phase	\$ <u>106,000</u>

### **C2.01.2** *Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A.4.d.	Bidding or Negotiating Phase	\$ <u>16,000</u>
A.4.e.	Construction Phase	\$ <u>52,000</u>
A.4.f.	Post-Construction Phase	\$ <u>2,000</u>

### **C2.04** *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A.1.	Resident Project Representative Services	\$ <u>98,000</u>
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### **C2.05** *Compensation for Additional Services – Standard Hourly Rates Method of Payment*

D.1.	Grant and Loan Assistance and Documentation	\$ <u>28,000</u>
D.2.	Property Surveys and Easement Surveys	\$ <u>5,000</u>
D.3.	Topographic Surveys	\$ <u>40,500</u>

**C2.01.1** through **C2.05** TOTAL \$ 417,500

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2. The second part of the document contains the main body of text, which appears to be a collection of abstracts or summaries of the papers listed in the first part. Each entry is separated by a line, and the text is arranged in a clear, readable format.

3. The third part of the document is a list of references or citations, providing the sources of the information used in the papers. This list is organized in a structured manner, likely following a specific format or convention.

4. The fourth part of the document is a list of authors and their affiliations, providing contact information for the authors of the papers. This list is organized in a structured manner, likely following a specific format or convention.

5. The fifth part of the document is a list of titles and subtitles, providing a clear overview of the content of the papers. This list is organized in a structured manner, likely following a specific format or convention.

6. The sixth part of the document is a list of keywords and terms, providing a clear overview of the main topics and concepts discussed in the papers. This list is organized in a structured manner, likely following a specific format or convention.

7. The seventh part of the document is a list of authors and their affiliations, providing contact information for the authors of the papers. This list is organized in a structured manner, likely following a specific format or convention.

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16. The sixteenth part of the document is a list of authors and their affiliations, providing contact information for the authors of the papers. This list is organized in a structured manner, likely following a specific format or convention.

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19. The nineteenth part of the document is a list of authors and their affiliations, providing contact information for the authors of the papers. This list is organized in a structured manner, likely following a specific format or convention.

This is **EXHIBIT J1**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 11, 2018.

## **Special Provisions**

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Paragraph(s) [ ] of the Agreement is/are amended to include the following agreement(s) of the parties:

### **PROJECT DESCRIPTION**

The project proposes to reduce infiltration/inflow into the sanitary sewer collection system through a combination of rehabilitation methods, including the following: lining of existing 8-inch to 12-inch gravity sewer pipelines; implementing gravity sewer pipeline point repairs and pipe replacements; replace existing sanitary sewer manholes; and line and or rehabilitate existing sanitary sewer manholes.

The final scope of the work will include lining of approximately 14,250 linear feet (LF) of 8-inch to 12-inch gravity sewer, 1,510 LF of pipeline replacement, 175 LF of point repairs, 21 manhole replacements, 32 manhole repairs and 257 sewer service replacements.

### ***BASIC SERVICES***

#### **PRELIMINARY AND FINAL DESIGN**

Refer to Exhibit A, Articles A1.02 & A1.03, for overview of Engineer's Services during the Preliminary and Final Design Phase. These two phases will be combined.

#### **BIDDING AND NEGOTIATION PHASE:**

Refer to Exhibit A, Articles A1.04, for overview of Engineer's Services during the Bidding and Negotiation Phase.

#### **CONSTRUCTION ADMINISTRATION PHASE:**

Refer to Exhibit A, Articles A1.05, for overview of Engineer's Services during the Construction Phase.

#### **POST-CONSTRUCTION PHASE:**

Refer to Exhibit A, Articles A1.06, for overview of Engineer's Services during the Post-Construction Phase.

## **ADDITIONAL SERVICES**

### **GRANT/LOAN ADMINISTRATION**

This item includes assistance with the State Revolving Fund (SRF) funding requirements, compilation and submittal of SRF reimbursement requests, compilation and submittal of required bid package documentation, submittal of construction contracts and other documentation, review of Certified Payrolls for Davis-Bacon Compliance (including conducting employee interviews, if required), and assisting with any other tasks required by the funding agency for project compliance.

### **EASEMENT MAPPING**

This item includes creating any necessary easement maps over existing or new sewers required for the project.

### **TOPOGRAPHIC SURVEYING**

#### **Ground Control Survey:**

A ground control survey shall serve as the basis for Aerial Imagery/Topography survey work. The ground control survey shall include installation of approximately 29 ground control stations to provide horizontal and vertical control. Approximately 20 additional control points will be established to tie-in partial field topographic survey elements.

The North Carolina Geodetic Survey Real Time Network will be employed to insure that ground control and base map information is collected on NAD83/2011 horizontal datum and NAVD88 vertical datum and that it is localized correctly to the project location. Survey control will be established to Class A standards for horizontal and Class C or better for vertical.

#### **Aerial Survey:**

This item includes digital aerial imagery over the Town of Winterville to encompass the entire project limits. Digital aerial imagery will be obtained using a Hexagon-Leica DMCIII digital airborne sensor with forward motion compensation. Four (4) flight lines totaling 53 exposures of color aerial imagery will be flown at 3,100' above mean terrain. Following completion of photography, the digital imagery will be processed and reviewed to verify correct flight tracking and coverage.

Aero-triangulation will be performed to verify and extend the ground control network for absolute orientation. Intergraph Image Station software and work stations will be employed to ensure root mean square error tolerance is acceptable.

Digital terrain modelling (DTM), planimetric mapping and topographic mapping comprising an approximately 50 acre area. Mapping will be performed to a horizontal scale of 1"=40' and 1-foot vertical contour interval. Digital mapping will be produced using DATEM Summit Evolution Pro Softcopy Workstations. All visible planimetric features appropriate for the scale will be depicted.

Areas within the survey boundaries that are obscured by vegetation, shadows, view angle or other natural conditions will be supplemented with field topographic survey data and LiDAR data as suitable for the contour interval. Supplemental field survey data will be incorporated into the final DTM and contour processing.

**Partial Field Topographic Surveys:**

Areas obscured by dense vegetation and inverts of existing infrastructure will require supplemental field topographic surveys. Supplemental field survey work is anticipated primarily in obscured areas, manhole structures, and storm sewer structures which may require removal and replacement.

Elevations shall be taken at as appropriate with a one-foot contour interval differences plus additional spot elevations and measure downs for sanitary sewer and storm sewer structures. Also included is the location of existing utilities as determined from above ground features and/or record drawings.

Estimated time to complete the entire scope of work is sixteen (16) months from the date of authorization to initiate services by the Owner.

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**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** April 8, 2019

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

**Item to be Considered**

**Subject:** SRF Loan Application – Authorizing Resolution – Sanitary Sewer Pump Stations Rehabilitation.

**Action Requested:** Adopt Authorizing Resolution.

**Attachments:** Authorizing Resolution.

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

**Date:** 3/26/2019

**ABSTRACT ROUTING:**

TC 03/27/2019

FD \_\_\_\_\_

TM 04/03/2019

Final 04/03/2019

**Supporting Documentation**

The NC Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) will be accepting applications for water and sewer improvement projects for the Spring 2019 round.

Although the Town has made significant improvements to the existing collection system with past and currently underway projects, the sanitary sewer collection system is in need of continued rehabilitation. There are existing sanitary sewer collection system pump stations with significant rehabilitation needs identified by staff and consultants. It is staff's intent to submit an application, in the amount of \$1,500,000, for areas targeted in the recently developed and adopted Sanitary Sewer Asset Management Plan/Capital Improvements Plan.

Applications are due April 30, 2019 with Notice of Funding anticipated to occur in July 2019. If approved for funding, Council will have the opportunity to decide whether or not to accept the loan offer.

**Budgetary Impact:** Long-term (20-year) repayment of the accepted loan amount if approved for funding.

**Recommendation:** Adoption of Authorizing Resolution.

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of rehabilitation and construction of wastewater collection systems, and

WHEREAS, The Town of Winterville has need for and intends to construct improvements to the existing wastewater collection system described as Pump Stations Rehabilitation 2020, and

WHEREAS, The Town of Winterville intends to request state loan and grant assistance for the project,

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

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

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

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

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

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

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

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

Adopted this the 8<sup>th</sup> day of April, 2019 at Winterville, North Carolina.

\_\_\_\_\_  
(Signature of Chief Executive Officer)

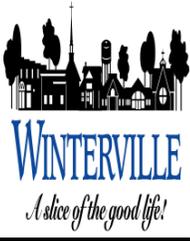
\_\_\_\_\_  
Mayor  
(Title)

**CERTIFICATION BY RECORDING OFFICER**

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

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

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



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** April 8, 2019

**Presenter:** Travis Welborn, Public Works  
Director

**Item to be Considered**

**Subject:** 2019 Street Improvements Project Engineering Contract.

**Action Requested:** Approval of Contract .

**Attachments:** Engineering Proposal.

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

**Date:** 3/27/2019

**ABSTRACT ROUTING:**

TC 03/27/2019

FD \_\_\_\_\_

TM 04/03/2019

Final 04/03/2019

**Supporting Documentation**

The Town recently completed its 2017 Street Improvements Project. This was the largest street improvements project that has been completed in many years in the Town, and the project spanned two fiscal years. Funds from the current fiscal year had to be utilized in order to complete some emergency repairs to streets such as Vernon Avenue that needed immediate attention. Therefore the current fiscal year's project has not been started as the availability of funds was unknown until the prior project was completed. Now that that project has been completed staff has prioritized several small projects based on the available funds. There are six (6) streets that staff will try to address with this project, including Dare Court, Stillwood Drive, Railroad Street, Jessica Drive, Cedar Ridge Drive, and Preston Trails Drive. With the exception of Dare Court, only small sections of each of these streets have issues that need to be repaired, however the areas generate many complaints to staff from residents. Due to the small fee and in order to begin addressing these issues prior to the end of the fiscal year 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 Towns two 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 Engineering line item has sufficient funds to cover the cost of the Engineering contract.

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

March 26, 2019

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

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

Dear Mr. Welborn:

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

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

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

*Scope of Services*

Task 1 – Construction Plans & Technical Specifications:

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

PHONE

WEB

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

Task 2 – Bidding and Negotiations:

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

Task 3 – Construction Administration Phase:

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

Additional Services

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

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

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

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

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

Basic Scope Fee

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

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

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

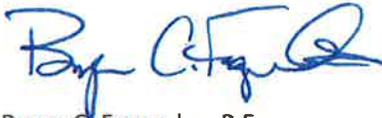
Ark Consulting Group, in an effort to expedite invoices and reduce paper waste, submits invoices via email in pdf format. We can also provide a paper copy via regular mail if requested. Please provide the following information.

\_\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_\_ Please copy \_\_\_\_\_

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

Respectfully submitted,  
Ark Consulting Group, PLLC



Bryan C. Fagundus, P.E.  
Principal

**ACCEPTED BY:**

Town of Winterville

Ark Consulting Group, PLLC

By \_\_\_\_\_

By  \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name Bryan C. Fagundus, PE

Title \_\_\_\_\_

Title Principal

Date \_\_\_\_\_

Date March 26, 2019

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

**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, March 22, 2019  
Attachment II, Pg 1





Wellborn, March 22, 2019  
Attachment II, Pg 2



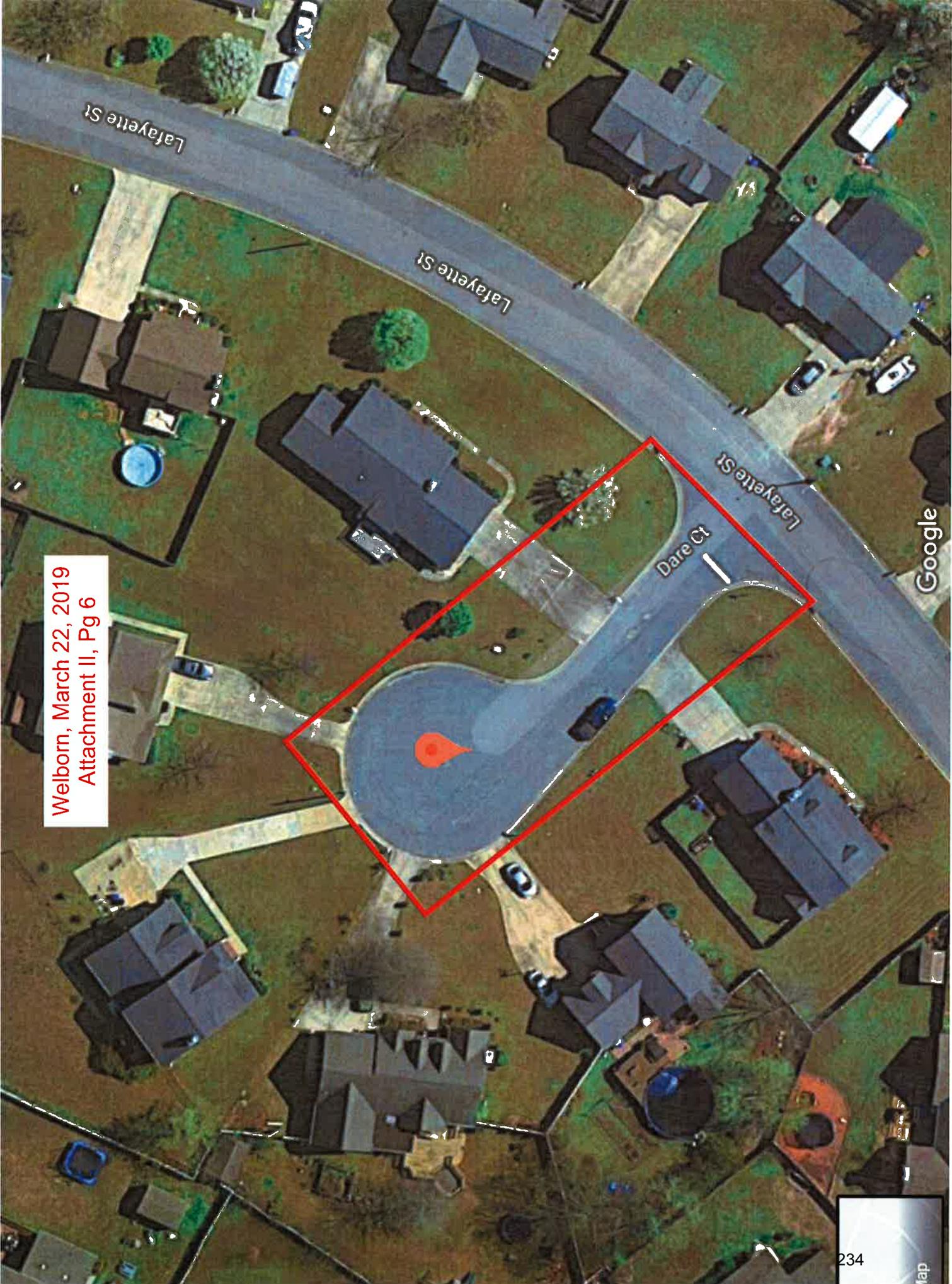
Weiborn, March 22, 2019  
Attachment II, Pg 3



Welborn, March 22, 2019  
Attachment II, Pg 4



Welborn, March 22, 2019  
Attachment II, Pg 5



Welborn, March 22, 2019  
Attachment II, Pg 6

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

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
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
 <u>PRINTING COST:</u>	
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



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** April 8, 2019

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** 2019 NCLM Business Meeting - Elect Voting and Alternate Voting Delegates.

**Action Requested:** Elect Voting and Alternate Voting Delegates.

**Attachment:** N/A.

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

**Date:** 3/29/2019

**ABSTRACT ROUTING:**

TC 03/29/2019

FD

TM 04/03/2019

Final 04/03/2019

**Supporting Documentation**



2019 Annual Conference - Hickory, NC

NCLM Business Meeting

Thursday, May 16, 2019 4:00 pm – 5:00 pm

Voting Delegate and Alternate Voting Delegate

Each city or town that registers for CityVision 2019 will be able to attend and cast votes at the annual business meeting scheduled during the conference. Once a completed registration is received for a municipality, the clerk will receive an electronic form requesting the name of the Authorized Voting Delegate who will cast votes on behalf of the municipality.

**Budgetary Impact:** N/A/

**Recommendation:** Elect Voting and Alternate Voting Delegates/



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: New Business

**Meeting Date:** April 8, 2019

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** General Records Retention and Disposition.

**Action Requested:** Approve Resolution.

**Attachment:** Resolution and Local Standards Series List.

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

**Date:** 3/29/2019

**ABSTRACT ROUTING:**

TC: 3/29/2019

FD:

TM: 4/3/2019

Final: 4/3/2019

**Supporting Documentation**

The March 2019 updates to the North Carolina Local Government Records Retention Schedules have been prepared by the Department of Natural and Cultural Resources.

The universal update covering General Records is taking the form of a General Local Records Retention Schedule. When adopted, it supersedes the following standards on all local schedules published prior to March 1, 2019:

- Administration and Management Records
- Budget, Fiscal, and Payroll Records
- Geographic Information System (GIS) Records
- Information Technology Records
- Legal Records
- Personnel Records
- Public Relations Records
- Risk Management Records
- Workforce Development Records

To adopt this schedule, the governing board should take action in a regular open meeting. The signature page to the schedule should then be signed by the Clerk and Mayor.

Beginning in 2019, all local records retention schedules will update on an annual basis. These annual updates will include any updates to the General Records Standards as well as any scheduled updates to the Program Records Standards. Updating the schedules in this fashion will create greater consistency among government agencies and will allow agencies with older schedules to use the most current retention periods for their general office records, even if their program records standards are not updated simultaneously. All subsequent updates will be issued on January 1 of each year.

**Budgetary Impact:** N/A.

**Recommendation:** Town Staff recommends approval of Resolution.

## 2019 Local Government Agencies General Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. **Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.**

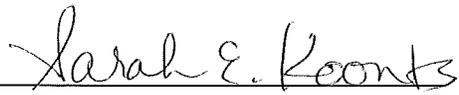
All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "reference value ends." All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "destroy when reference value ends."

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes the general standards in all previous local government retention and disposition schedules and is to remain in effect from the date of approval until it is reviewed and updated.

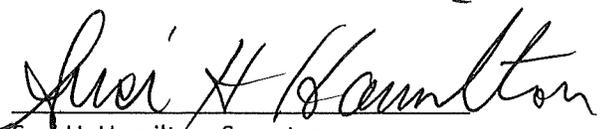
### APPROVAL RECOMMENDED

\_\_\_\_\_  
Municipal/County Clerk or Manager  
Title: Clerk

  
\_\_\_\_\_  
Sarah E. Koonts, Director  
Division of Archives and Records

### APPROVED

\_\_\_\_\_  
Head of Governing Body  
Title: Mayor

  
\_\_\_\_\_  
Susi H. Hamilton, Secretary  
Department of Natural and Cultural  
Resources

Municipality/County: Town of Winterville

2019 LOCAL GOVERNMENT AGENCIES  
GENERAL RECORDS RETENTION AND DISPOSITION SCHEDULE  
**Records Series**

Standard 1: Administration and Management Records

- Abstracts of Municipal Elections
- Accreditation Records
- Administrative Directives, Regulations, and Rules
- Agenda and Meeting Packets
- Applications for Appointment
- Appointment Reports
- Audio and Video Recordings of Meetings
- Audits: Performance
- Blueprints and Specifications
- Bonds
- Bulletins
- Business Certification Records
- Business Development Subject File
- Calendars of Events and Appointments
- Census Project Records
- Charter Records
- Citizen Comments, Complaints, Petitions, and Service Requests
- Citizen Rebate Program Records
- Citizen Surveys
- Collected Data
- Comprehensive Plan
- Correspondence and Memoranda
- Customer Call Center Recordings
- Equipment and Vehicle Maintenance, Repair, and Inspection Records
- Equipment and Vehicle Reference Records
- Equipment, Facility, and Vehicle Usage Records
- Facility Maintenance, Repair, and Inspection Records
- Forms and Templates
- Governing and Advisory Body Member Files
- Grant Proposals
- Grants
- History Records (Agency and Employees)
- Improper Conduct Investigations
- Indices
- Interagency Programs
- Inventories
- Legislation and Regulatory Records

- Logistics Materials
- Mail: Undeliverable/Returned
- Mailing and Distribution Records
- Membership Records
- Minutes of Public Bodies
- Minutes (Staff Meetings)
- Miscellaneous (Non-Building) Applications, Licenses, and Permits
- Notices of Public Meetings
- Office Security Records
- Ordinances
- Pest Control
- Policies and Procedures
- Poll List/Registration List/Roster/Authorization to Vote (ATV)
- Price Quotations
- Proclamations and Orders
- Projects
- Property Management Records
- Rate and Fee Schedules
- Records Management
- Reference (Reading) File
- Reports and Studies
- Requests for Information
- Requests for Proposals (RFP)
- Resolutions
- Surplus Property
- Tracking Materials
- Travel Requests
- Vehicle Registration Cards
- Work Orders

## Standard 2: Budget, Fiscal, and Payroll Records

- Accounts Payable
- Accounts Receivable
- Accounts Uncollectable
- Annual Budget
- Arbitrage Records
- Audits: Financial
- Authorization Forms
- Bank Statements and Reconciliations
- Bids for Disposal of Property
- Bids for Purchase
- Bond Closing Records
- Bond Register
- Bonds, Notes, and Coupons
- Budget Administration Records

Budget Execution Records  
Budget Reports  
Budget Requests and Working Papers  
Budget Resolutions and Ordinances  
Cost Allocation Plans  
Credit/Debit/Procurement Card Records  
Donations and Solicitations  
Electronic Funds Transfers (EFT)  
Escheats and Unclaimed Property  
Financial Journals and Ledgers  
Financial Reports  
Government Employees Retirement System Monthly Reports  
Grants: Financial  
Investments  
Loan Records  
Local Government Commission Financial Statements  
Longevity Pay  
Payment Card Data  
Payroll and Earnings Records  
Payroll Deduction Records  
Powell Bill Records  
Purchase Orders  
Qualified Products Lists (QPL)  
Requisitions  
Scholarship Records  
Shift Premium Pay  
Statements of Back Pay  
Tax Forms  
Tax Returns  
Time Sheets, Cards, and Attendance Records  
Travel Reimbursements  
Vendors

### Standard 3: Geographic Information System (GIS) Records

Geographic Information System (GIS) Core Data  
Geographic Information System (GIS) Data Documentation (Metadata)  
Geographic Information System (GIS) Internal Standards and Procedures  
Geographic Information System (GIS) Monitoring Records  
Geographic Information System (GIS) Operational Records  
Geographic Information System (GIS) Project Records  
Layers: Address Points  
Layers: Corporate Limits  
Layers: Extraterritorial Jurisdictions  
Layers: Orthoimagery  
Layers: Street Centerline

Mapping Project Records  
Maps: Parcel  
Maps: Parks  
Maps: All Other

#### Standard 4: Information Technology (IT) Records

Audits: IT Systems  
Computer and Network Usage Records  
Data Documentation Records  
Data Migration Records  
Data Warehouses  
Digitization and Scanning Records  
Electronic Records Policies and Procedures  
Information Technology Assistance Records  
Network and System Security Records  
Network Diagrams  
Project Documentation  
Software License and Copyright Provisions Records  
System Access Records  
System Documentation Records  
System Maintenance Records: Hardware Repair or Service  
System Maintenance Records: Records Backups  
Technical Program Documentation  
Voice over Internet Protocol (VoIP) Records  
Web Management and Operations Records: Structure

#### Standard 5: Legal Records

Affidavits of Publication  
Authentications  
Civil Rights Case Records  
Civil Rights Records  
Condemnation Records  
Conflict of Interest and Conflict of Commitment Disclosure Statements  
Contracts, Leases, and Agreements  
Declaratory Rulings  
Delegation of Authority Records  
Easements and Right-of-Way Agreements  
Encroachments  
Land Ownership Records  
Legal Correspondence  
Legal Opinions  
Legal Review Records  
Litigation Case Records  
Oaths of Office  
Permissions

Pre-Trial Release Program Records  
Reasonable Accommodations  
Release Forms  
Vehicle Titles

## Standard 6: Personnel Records

Abolished Positions  
Administrative Investigations  
Applications for Employment  
Apprenticeship Program Records  
Aptitude and Skills Testing Records  
Asbestos Training  
Benefits Records  
Bloodborne Pathogen Training  
Certification and Qualification Records  
Directories, Rosters, or Indices  
Disability Salary Continuation Claims  
Disciplinary Actions  
Dual Employment  
Educational Leave and Reimbursement  
Eligibility Records  
Employee Assistance Programs  
Employment Selection Records  
Exit Interview Records  
Family Medical Leave Act (FMLA) Records  
Grievances  
Hazardous Materials Training Records  
Internship Program  
Law Enforcement Training  
Leave Records  
Medical Records  
Military Leave  
Performance Reviews  
Personnel Action Notices  
Personnel Records (Official Copy)  
Personnel Records (Supervisor Copy)  
Policies and Procedures (Personnel)  
Polygraph Records  
Position Classification, Control, and History  
Position Descriptions  
Position Evaluations  
Recruitment Records  
Retirement Records  
Seasonal and Contract Worker Records  
Secondary Employment

- Service Awards and Commendations
- Suggestions and Surveys
- Training and Educational Records
- Unemployment Compensation Claims
- Unemployment Compensation Reports
- Unemployment Insurance
- Verification of Employment Records
- Volunteer Records
- Work Schedules and Assignments
- Workers' Compensation Program Administration
- Workers' Compensation Program Claims

#### Standard 7: Public Relations Records

- Agency Publications
- Audio-Visual Recordings
- Community Awards
- Conferences and Workshops
- Educational Materials
- Fund Drive and Event Records
- Invitations
- Media File
- Popular Annual Finance Report
- Public Hearings
- Public Records Requests
- Publicity Records
- Social Media
- Speeches
- Website (Electronic)

#### Standard 8: Risk Management Records

- Accident/Incident Reports (Customer and Employee)
- Asbestos Management Plan
- Declarations and Terminations of States of Emergency
- Disaster and Emergency Management Plans
- Disaster Recovery
- Emergency Drills and Equipment Records
- Employee Security Records
- Fire, Health, and Safety Records
- Fuel Oil Storage Tank Records
- Hazardous Materials Management
- Insurance Policies
- Loss Control Inspection Reports
- Lost, Stolen, or Damaged Property Reports
- Occupational Safety and Health Administration (OSHA)
- Safety Data Sheets

## Standard 9: Workforce Development Records

Audit/Audit Resolutions

Local Area Job Training Plan Records

Participant Records