



TOWN COUNCIL AGENDA

FEBRUARY 12, 2018 - 7:00 P.M.

WINTERVILLE TOWN HALL ASSEMBLY ROOM

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **APPROVAL OF AGENDA.**
- VI. **PRESENTATIONS.**
 1. Presentation of the FY 2016-2017 Annual Audit – Michael Jordan, CRI, LLC.
- VII. **PROCLAMATION:**
 1. Black History Month – February, 2018.
- VIII. **PUBLIC HEARINGS:**
 1. Ange Plaza, Lot 3 Annexation.
 2. Zoning Ordinance Text Amendment – Reasonable Accommodation.
- 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. Glenn Johnson – Winterville – Statement about Being “Successful” or “Significant.”
 2. Alton Wadford – Winterville – Watermelon Festival.
 3. Calvin Henderson – Winterville – Black History Month (February 2018).
- 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. Amendment to Audit Contract.
 2. Budget Amendment.
 3. Receive Petition Requesting Annexation of the Ange Plaza Lot 28 and adopt a Resolution directing the Acting Town Clerk to Investigate the Sufficiency of the Petition.

XI. OLD BUSINESS:

1. Church Street Control Panel Award of Contract.
2. Church Street Gravity Sewer Award of Contract.

XII. NEW BUSINESS:

1. GFOA Consulting Service for Enterprise Resource Planning Software.
2. 2017 Street Improvements Project – Addition of Tabard Rd. Repair.
3. Approval of Grant Contract for Fork Swamp Canal Greenway Engineering Study.
4. NCDOT – Old Tar Road Widening – Sidewalks.

XIII. OTHER AGENDA ITEMS:

1. Reappointment of Councilwoman Roberson to the Mid-East Commission Board.
2. Petition for Reduction of Speed Limit and Installation of Speed Bumps on Gaylord Street. (Councilman Moore.)

XIV. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS.

XV. REPORTS FROM DEPARTMENT HEADS:

Update on Projects Currently Underway:

- Fork Swamp Greenway Project
- Regional Sewer Pump Station Project
- Nobel Canal Drainage Basin Study
- Water Tank Rehabilitation Project
- NTE Plant Construction Project
- Minimum Housing/Code Enforcement
- Junk Car Enforcement Project
- Urgent Repair Program

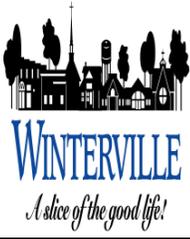
XVI. REPORTS FROM THE TOWN ATTORNEY, MAYOR AND TOWN COUNCIL, AND TOWN MANAGER.

XVII. ANNOUNCEMENTS:

1. Daddy Daughter Dance – February 16, 2018 – 6:30 – 9 pm – Pitt County Shrine Club.
2. Planning and Zoning Board Meeting – February 19, 2018 – 7 pm – Town Hall Assembly Room.
3. Board of Adjustment Meeting – February 20, 2018 – 7 pm – Town Hall Assembly Room.

XVIII. ADJOURN.

SPECIAL NOTICE: *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Acting Town Clerk, Amy Barrow at 215-2342 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: February 12, 2018

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Presentation of the 2016-2017 Audit Report.

Action Requested: Receive Said Report.

Attachments: Audit Document – to be handed out at the Meeting.

Prepared By: Anthony Bowers, Finance Director

Date: 2/6/2018

ABSTRACT ROUTING:

TC

FD

TM 2/7/2018

Final 2/7/2018

Supporting Documentation

Mr. Michael Jordan will be here to present the 2016-2017 audit findings. Mr. Jordan is a partner with Carr, Riggs and Ingram LLC. Mr. Jordan is representing CRI from the Goldsboro office. We will provide the council with the CAFR (Comprehensive Annual Financial Report) once printing has been completed.

Budgetary Impact: N/A.

Recommendation: N/A.



**PROCLAMATION OF THE TOWN OF WINTERVILLE
IN HONOR OF BLACK HISTORY MONTH**

WHEREAS, February has been designated as Black History Month and will be observed in our community; 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

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.

NOW, THEREFORE, BE IT RESOLVED, that I, Douglas A. Jackson, Mayor of the Town of Winterville, do hereby proclaim the month of February, 2018 as

BLACK HISTORY MONTH

in the Town of Winterville and express special commendation to the dedicated volunteers who have labored so diligently to make this observance a reality in our area.

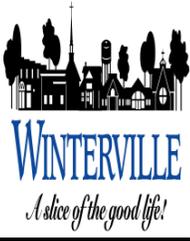
NOW, THEREFORE, BE IT FURTHER RESOLVED, that I urge all residents to make special note of the various exhibits displayed in public buildings, attend scheduled activities, and join together in making this a period of re-dedication to the principles of justice and equality for all people.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the Town of Winterville this 12th day of February in the year 2018.

Douglas A. Jackson, Mayor

ATTEST:

Amy P. Barrow, Acting Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: February 12, 2018

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Ange Plaza Lot 3 Annexation (existing Lemongrass Restaurant location).

Action Requested: Hold Public Hearing.

Attachments: Annexation Map, Annexation Petition and Metes and Bounds.

Prepared By: Bryan Jones, Planning Director.

Date: 1/24/2018

ABSTRACT ROUTING:

TC

FD

TM 2/7/2018

Final 2/7/2018

Supporting Documentation

Te Ching Tseng and Wife, Yet Young Tseng are applying for annexation of Ange Plaza Lot 3.

*This property is the existing location of the Lemongrass Restaurant and two other retail stores.

Ange Plaza Lot 3:

Location: 705 W. Fire Tower Road. (Parcel Number: 55198). Corner of Fire Tower Road and Whitley Drive.

Size: 1.14 acres.

Zoned: General Business.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation.

2nd Council Meeting: Schedule a Public Hearing for the Annexation.

3rd Council Meeting: Hold Public Hearing on the Annexation.

*Notice of Public Hearing published on January 31st and February 7th

*Letters sent to owners within 100' of the property were mailed on January 29, 2018.

Budgetary Impact: TBD.

Recommendation: N/A .

PETITION REQUESTING ANNEXATION

Date: 11 / 1 / 17

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

Map and Metes and Bounds are provided separately.

Owners Details: Evergreen Tower LLC (AKA Lemongrass Thai Restaurant at Arlington Crossing, LLC).

Name YET Y. Tseng Address 701 W Firetower Road
Signature [Handwritten Signature] Winterville NC 28590

Name _____ Address _____

Signature _____

Name _____ Address _____

Signature _____

LEGAL DESCRIPTION

LYING AND BEING IN WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE LOCATED ON THE NORTHERN RIGHT OF WAY OF TILCO DRIVE, SAID POINT BEING N 24°21'15" E 1,930.53 FEET FROM N.C.G.S. MONUMENT "REEDY"(N.C. GRID COORDINATES N = 656,283.99 FEET, E = 2,474,446.87 FEET), THENCE FROM SAID POINT OF BEGINNING N 08°02'06" W 225.01 FEET TO AN IRON STAKE ON THE SOUTHERN RIGHT OF WAY OF FIRE TOWER ROAD (N.C.S.R. 1708); THENCE CORNERING AND RUNNING WITH THE SOUTHERN RIGHT OF WAY OF FIRE TOWER ROAD N 81°59'03" E 220.69 FEET TO AN IRON STAKE; THENCE CORNERING AND LEAVING THE SOUTHERN RIGHT OF WAY OF FIRE TOWER ROAD S 08°00'32" E 224.84 FEET TO AN IRON STAKE LOCATED ON THE NORTHERN RIGHT OF WAY OF TILCO DRIVE; THENCE CORNERING AND RUNNING WITH THE RIGHT OF WAY OF TILCO DRIVE S 81°56'27" W 220.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.14 ACRES, MORE OR LESS, AND BEING THE PROPERTY DESCRIBED IN DEED BOOK 3208, PAGE 385 AND SHOWN ON MAP BOOK 77, PAGE 148 OF THE PITT COUNTY REGISTER OF DEEDS.

Te Ching & Yet Young Tseng
200 ANDREW LN
WINTERVILLE NC 28590

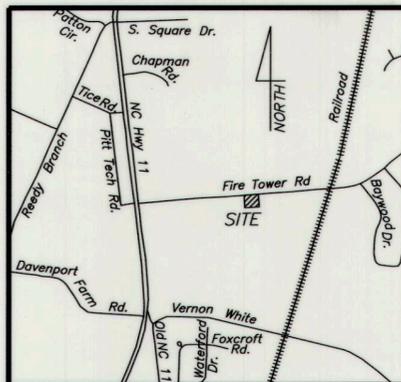
K&T INVESTMENTS NC LLC
2218 BLACK HORSE LN
WINTERVILLE NC 28590

COLLICE & ANN MOORE LLC
4300 SAPPHIRE CT STE 116
GREENVILLE, NC 27834

FRESH FUND I LLC
PO BOX 10897
NASHVILLE TN 37212

BLAIR DEVELOPMENT GROUP
LLC
416 FORREST PK
GREENVILLE NC 27858

ANGE PLAZA PROPERTY
OWNERS ASSOCIATION INC
4300 SAPPHIRE CT, STE 116
GREENVILLE NC 27834



VICINITY MAP
NOT TO SCALE

NOTES:

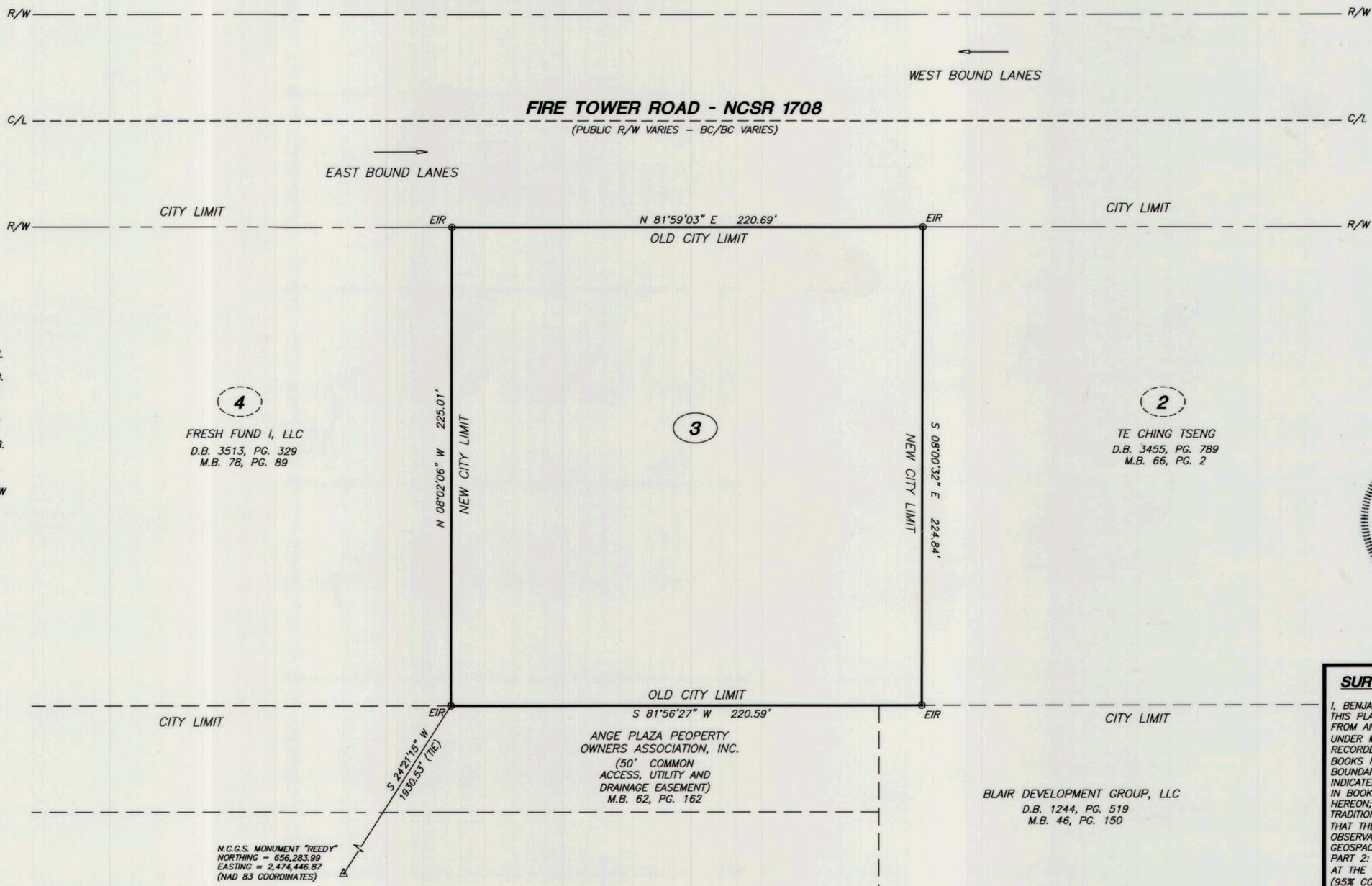
1. THIS SURVEY IS OF ANOTHER CATEGORY. (ANNEXATION)
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
5. THIS SURVEY PERFORMED WITHOUT BENEFIT OF A TITLE REPORT.

REFERENCES

M.B. 77, PG. 148 AND D.B. 3208, PG. 385 OF THE PITT COUNTY REGISTRY.

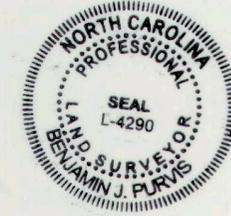
SITE DATA

AREA IN TRACT: 1.139 ACRES
 PARCEL NO: 55198
 NC PIN: 4675583071
 CURRENT ZONING: GB



LEGEND

CENTERLINE	C/L
DEED BOOK	D.B.
EXISTING	EX
EXISTING IRON ROD	EIR
MAP BOOK	M.B.
PAGE	PG.
RIGHT OF WAY	R/W



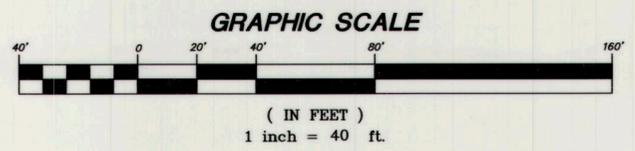
SURVEYOR'S CERTIFICATION

I, BENJAMIN J. PURVIS, P.L.S., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE, PAGE REF, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE, PAGE REF, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHOD IS 1: 10,000+; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPACIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

POSITION ACCURACY: .06'
 TYPE OF GPS FIELD PROCEDURE: NC RTN
 DATE(S) OF SURVEY: 06/07/2014
 DATUM / EPOCH: NAD 83/2014
 PUBLISHED / FIELD CONTROL MONUMENTS USED: FIXED CONTROL (NC RTN)
 GEOID MODEL: GEOID 12A
 COMBINED GRID FACTOR: 0.9998877
 UNITS: U.S. SURVEY FOOT

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (X)(1)(c). THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF A SUBDIVISION.
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 8th DAY OF NOVEMBER, 2017.

SIGNED:
 BENJAMIN J. PURVIS, P.L.S. L-4290



ANNEXATION MAP FOR
LEMON GRASS THAI RESTAURANT AT ARLINGTON CROSSING, LLC
 BEING ALL OF LOT 3 (REV.), ANGE PLAZA
 705 W. FIRE TOWER RD., WINTERVILLE, N.C. 28590
 WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

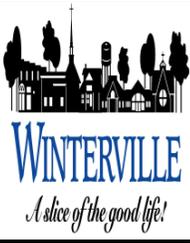
OWNER: LEMON GRASS THAI RESTAURANT AT ARLINGTON CROSSING, LLC
 ADDRESS: 1904 WEST ARLINGTON BLVD., GREENVILLE, N.C. 27834
 PHONE: (252) 758-7879

BENJAMIN J. PURVIS, P.L.S.
 2004 B. EAST 3RD. ST.
 GREENVILLE, N.C. 27858
 (252) 341-5588
 WWW.LANDSURVEY.WEBS.COM

SURVEYED:	BJP	APPROVED:	BJP
DRAWN:	CPT	DATE:	11/08/17
CHECKED:	BJP	SCALE:	1" = 40'

MAP SHOWING AREA ANNEXED BY
TOWN OF WINTERVILLE, N.C.
 ORDINANCE NO.: _____ AREA: 1.139 ACRES
 ACCEPTED FOR THE TOWN OF WINTERVILLE
 _____ MAYOR _____ DATE

REVIEW OFFICER
 I, _____, A REVIEW OFFICER OF PITT COUNTY, N.C. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 BY: _____ REVIEW OFFICER
 DATE: _____



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: February 12, 2018

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Zoning Ordinance Text Amendment - Reasonable Accommodation.

Action Requested: Hold Public Hearing.

Attachments: Proposed Amendment Language .

Prepared By: Bryan Jones, Planning Director.

Date: 1/24/2018

ABSTRACT ROUTING:

TC

FD

TM 2/7/2018

Final 2/7/2018

Supporting Documentation

Zoning Ordinance Text Amendment - Reasonable Accommodation:

The Ordinance Amendment would change the Family Care Home special requirement #5 text to provide a "reasonable accommodation" (RA) procedure in which an applicant/property owner may seek a waiver or modification of the distance requirement from the Board of Adjustment.

- The Fair Housing Act makes the following unlawful to refuse to make reasonable accommodations in land use and zoning policies and procedures where such accommodations may be necessary to afford persons or groups of persons with disabilities an equal opportunity to use and enjoy housing.
- What constitutes a reasonable accommodation is a case-by-case determination.
- As a general rule, the Fair Housing Act makes it unlawful to refuse to make "reasonable accommodations" (modifications or exceptions) to rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling.

*Notice was published on February 1st and February 7th.

Budgetary Impact: N/A.

Recommendation: Approve Proposed Ordinance Amendment.

Zoning Ordinance Text Amendment: Reasonable Accommodation

Presenter:

Bryan Jones,
Planning Director



- Staff is proposing to establish a “Reasonable Accommodation” procedure by amending SR 5. Family Care Home and Family Day Care Home (Section 6.5 – Special Requirements to the Table of Permitted Conditional Uses).
- Current Language:

Family Care home and Family Day Care Home

- a. A family care home with six (6) or fewer persons or a family day care home with five (5) or fewer person may be operated as an accessory use to a principal dwelling. Provided, however, no family care home may be located within one-half mile radius of any other family care home as defined by NCGS 168-21. (2000 Zoning Ordinance, 0-51-02149900, adopted 2/14/2000)



- Reasonable Accommodation: As a general rule, the Fair Housing Act makes it unlawful to refuse to make "reasonable accommodations" (modifications or exceptions) to rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling.
- The Fair Housing Act makes it unlawful:
 - To refuse to make reasonable accommodations in land use and zoning policies and procedures where such accommodations may be necessary to afford persons or groups of persons with disabilities an equal opportunity to use and enjoy housing.



- What is a reasonable accommodation under the Fair Housing Act?
 - Not all requested modifications of rules or policies are reasonable. Whether a particular accommodation is reasonable depends on the facts, and must be decided on a case-by-case basis. The determination of what is reasonable depends on the answers to two questions: First, does the request impose an undue burden or expense on the local government? Second, does the proposed use create a fundamental alteration in the zoning scheme? If the answer to either question is "yes," the requested accommodation is unreasonable.



- Proposed Language:

Family Care home and Family Day Care Home

- a. A family care home with six (6) or fewer persons or a family day care home with five (5) or fewer person may be operated as an accessory use to a principal dwelling. Provided, however, no family care home may be located within one-half mile radius of any other family care home as defined by NCGS 168-21. (2000 Zoning Ordinance, 0-51-02149900, adopted 2/14/2000)
- b. The Board of adjustment may grant a reasonable accommodation to the one-half mile radius separation requirement established by section a, above, if the Board finds from the evidence produced that the proposed accommodation is reasonable and necessary.



- Proposed Language (continued):
 - a. *Reasonable*. Factors which may be considerable to determine whether an accommodation is reasonable include but are not limited to the following:
 - i. The legitimate purposes and effects of existing zoning regulations are not undermined by the accommodation;
 - ii. The benefits that the accommodation provides to individuals with disabilities;
 - iii. Alternatives to the accommodation do not exist which accomplish the benefits more efficiently; and
 - iv. A significant financial and administrative burden is not imposed by the accommodation upon the city.
 - b. *Necessary*. Factors which may be considered to determine whether an accommodation is necessary include but are not limited to the following:
 - i. Direct or meaningful amelioration of the effects of the particular disability or handicap is provided by the accommodation; and
 - ii. Individuals with disabilities are afforded by accommodation equal opportunity to enjoy and use housing in residential neighborhoods.



- Proposed Language (continued):
 - c. The procedures governing the consideration of a Conditional Use Permit as established by state law and the rules of procedure of the Board of Adjustment shall apply to the consideration of a reasonable accommodation under the Federal Fair Housing Act to the one-half mile separation requirement established above. In determining whether to grant a reasonable accommodation under the Federal Fair Housing Act to the one-half mile separation requirement established by the subsection above, the general criteria set forth above and in Article XII, Section 12.5, Item 4 of the Winterville Zoning Ordinance may be considered when determining whether the accommodation is reasonable and necessary.
 - d. In granting a reasonable accommodation under the Federal Fair Housing Act to the one-half mile separation requirement established above, the Board of Adjustment may prescribe appropriate conditions and safeguards to ensure the purpose of Winterville Ordinances.



Staff recommendation:

- Approval of Ordinance Amendment.



Article VI Table of Permitted and Conditional Uses

Section 6.5 Special Requirements to the Table of Permitted and Conditional Uses.

Ordinance Amendment

Overview:

This is a Zoning Ordinance Amendment to change the Family Care Home (6 or less) special requirement #5 text. This will provide a “reasonable accommodation” (RA) procedure in which an applicant/property owner may seek a waiver or modification of the distance requirement from the Board of Adjustment.

Special Requirement 5:

Family Care home and Family Day Care Home

- a. A family care home with six (6) or fewer persons or a family day care home with five (5) or fewer person may be operated as an accessory use to a principal dwelling. Provided, however, no family care home may be located within one-half mile radius of any other family care home as defined by NCGS 168-21. (2000 Zoning Ordinance, 0-51-02149900, adopted 2/14/2000)

Potential Text Amendment for Special Requirement 5:

Family Care home and Family Day Care Home

- a. A family care home with six (6) or fewer persons or a family day care home with five (5) or fewer person may be operated as an accessory use to a principal dwelling. Provided, however, no family care home may be located within one-half mile radius of any other family care home as defined by NCGS 168-21. (2000 Zoning Ordinance, 0-51-02149900, adopted 2/14/2000)
- b. The Board of adjustment may grant a reasonable accommodation to the one-half mile radius separation requirement established by section a, above, if the Board finds from the evidence produced that the proposed accommodation is reasonable and necessary.
 - a. *Reasonable.* Factors which may be considerable to determine whether an accommodation is reasonable include but are not limited to the following:
 - i. The legitimate purposes and effects of existing zoning regulations are not undermined by the accommodation;
 - ii. The benefits that the accommodation provides to individuals with disabilities;
 - iii. Alternatives to the accommodation do not exist which accomplish the benefits more efficiently; and
 - iv. A significant financial and administrative burden is not imposed by the accommodation upon the city.
 - b. *Necessary.* Factors which may be considered to determine whether an accommodation is necessary include but are not limited to the following:

- i. Direct or meaningful amelioration of the effects of the particular disability or handicap is provided by the accommodation; and
 - ii. Individuals with disabilities are afforded by accommodation equal opportunity to enjoy and use housing in residential neighborhoods.
- c. The procedures governing the consideration of a Conditional Use Permit as established by state law and the rules of procedure of the Board of Adjustment shall apply to the consideration of a reasonable accommodation under the Federal Fair Housing Act to the one-half mile separation requirement established above. In determining whether to grant a reasonable accommodation under the Federal Fair Housing Act to the one-half mile separation requirement established by the subsection above, the general criteria set forth above and in Article XII, Section 12.5, Item 4 of the Winterville Zoning Ordinance may be considered when determining whether the accommodation is reasonable and necessary.
- d. In granting a reasonable accommodation under the Federal Fair Housing Act to the one-half mile separation requirement established above, the Board of Adjustment may prescribe appropriate conditions and safeguards to ensure the purpose of Winterville Ordinances.



TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: Glenn Johnson

Date: 02/05/2018

Address: 459 Williamston Drive Winterville, NC 28590

Phone: (252) 902-9222

Town Council Meeting Date Requesting to Provide Comment: 2/12/2018

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

General Statement to Council concerning the youth of the community and others around the community
"Successful or Significant" statement.

Name(s) of Speaker(s):

(1) Glenn Johnson

(2) _____

(3) _____

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

Signature Glenn Johnson / tep

Print

Save

Submit



TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: Alton Wadford

Date: 02/08/2018

Address: Winterville, NC

Phone: (252) 378-5344

Town Council Meeting Date Requesting to Provide Comment: 2/12/2018

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

Request funds for Watermelon Festival

Name(s) of Speaker(s):

(1) Alton Wadford

(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.

Alton Wadford / hp
Signature

Print

Save

Submit



TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: _____

Date: _____

Address: _____

Phone: _____

Town Council Meeting Date Requesting to Provide Comment: _____

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

Name(s) of Speaker(s):

(1) _____

(2) _____

(3) _____

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

Signature



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: February 12, 2018

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Audit Contract Amendment for Fiscal Year 2016 – 2017.

Action Requested: Approve the Audit Contract Amendment with Carr, Riggs, and Ingram, LLC.

Attachments: Contract Amendment.

Prepared By: Anthony Bowers, Finance Director

Date: 2/13/2017

ABSTRACT ROUTING:

TC

FD

TM 2/7/2018

Final 2/7/2018

Supporting Documentation

Each year the Town Council must approve the contract with the audit firm that it uses for its independent review of the Town's Finances. The Town Council approved the original contract at the May regularly scheduled meeting. The amendment addresses one item. It extends the date of the contract due to CRI closing the Williamston office. This is the office that has prepared our audit for the last seven years. The audit will be completed and presented at the February meeting by CRI's Goldsboro office. Mr. Michael Jordan is the managing partner.

Budgetary Impact: N/A.

Recommendation: Approve the contract amendment.

Audit Firm Signature:

Name of Audit Firm

By _____

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Signature Date _____

Email Address of Audit Firm

Governmental Unit Signatures:

Name of Primary Government

By _____

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Signature Date _____

By _____

Chair of Audit Committee - Type or print name

**Signature of Audit Committee Chairperson

Signature Date _____

*** If Governmental Unit has no audit committee, mark this section "N/A"*

**Date Primary Government Governing Body Approved
Amended Audit Contract - G.S. 159-34(a)**

Pre-Audit Certificate to be completed if the Primary Government audit fee is changed in the Amended Contract:

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By _____

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date _____

*(Pre-audit Certificate **must be dated.**)*

Email Address of Finance Officer

**** This page to be completed by Discretely Presented Component Unit named in this Audit contract****

DPCU Governmental Unit Signatures:

Name of Discretely Presented Government

By _____
DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Signature Date _____

By _____
Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson **

Signature Date _____

*** If Discretely Presented Government Unit has no audit committee, mark this section "N/A"*

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

Pre-Audit Certificate to be completed if the DPCU audit fee is changed in the Amended Contract:

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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

By _____
DPCU Finance Officer:
Type or print name

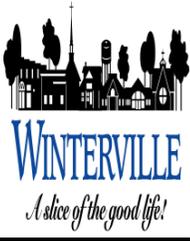
DPCU Finance Officer Signature

Date _____
(Pre-audit Certificate must be dated.)

Email Address of Finance Officer

Steps to Completing the Amended Audit Contract

1. **Complete all parts of the Header Information** – Include the audit firm name, Unit name, Discretely Presented Component Unit (DPCU) name if applicable (indicate N/A if not applicable), original contract date, fiscal year end date, and original audit report due date.
2. **Explanation for Amending Audit contract** - Previously we required a separate letter of explanation to accompany amended audit contracts. The explanation is now to be included in the body of the amended audit contract detailing the reason for the extension of time request and the steps the unit and auditor will take to prevent a recurrence of lateness with subsequent year's audits.
3. **Signature Area** – The same people that signed the original audit contract must also sign the amended audit contract. If there has been a change in staff of the person(s) who signed the original audit contract, indicate this in the explanation area of the amended contract. Make sure all applicable signatures are evident and properly dated. NOTE - If the original audit contract named and included auditing a DPCU that is a *Public Authority under the Local Government Budget and Fiscal Control Act*, the Board chairperson (and finance officer if there is a fee change) of the DPCU **must also sign** the amended audit contract in the areas indicated on Page 3.
4. **Governing Board Approval** - Amended audit contracts must ALSO be approved by the Unit's governing board pursuant to G.S. 159-34(a). Indicate this new date on the amended contract under the signatures on Page 2. This includes the date the DPCU governing board approved the amended audit contract (if applicable) on page 3.
5. **Pre-Audit Certificate** is to be completed by the finance officers if there is a change in fee. This should be noted in the explanation.
6. **Reminders:**
 - a. Provide correct email addresses for the audit firm and Unit finance officer as these will be used to communicate official approval of the audit contract.
 - b. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or legibly printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
7. **Sending amended audit contract** - After all the signatures have been obtained and the amended audit contract and is complete, please convert the signed contract into PDF form and submit it for LGC approval. Send the amended audit contract using the most current audit contract submission process. The current process will be found at the NC Treasurer's web site at the following link – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: February 12, 2018

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Budget Amendment 2017-2018-06.

Action Requested: Approve the budget amendment.

Attachments: Budget Amendment 17-18-06.

Prepared By: Anthony Bowers, Finance Director

Date: 1/3/2018

ABSTRACT ROUTING:

TC

FD

TM 2/7/2018

Final 2/7/2018

Supporting Documentation

This is the sixth budget amendment for the 2017-2018 Fiscal Year.

This amendment addresses four items. The first item increases the budget so the Town can complete the study to identify a new Enterprise Resource Planning (ERP) software. This software is the backbone of the Town's operations. The consulting fee from GFOA is \$47,950.

The second part of the amendment is for the Powell Bill Fund to cover cost related to the Paving and Resurfacing Tabbard Rd in the amount of \$31,000.

The third item address the needs for additional funding for the Church St gravity feed line. As bids for this project came in higher than anticipated. The increase for this project is \$75,000

The fourth and final item addresses the need for additional engineering fees for plan reviews related to new subdivisions. The anticipated cost are \$20,000.

Budgetary Impact: The total budget amendment is \$174,000.

Recommendation: Approve the Budget Amendment.

BUDGET ORDINANCE AMENDMENT 17-18-06

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, 2018:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION		Fund	Increase	Decrease
Fund Balance	10 3831	General	\$ 48,000	
Contribution from Fund Balance	16 3831	Powell Bill	\$ 31,000	
Fund Balance	62 3831	Sewer	\$ 75,000	
Fund Balance	63 3942	Stormwater	\$ 20,000	
Total			\$ 174,000	\$ -

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION		Department	Fund	Increase	Decrease
Contracted Services	1041412001	4233 Finance	General	\$ 48,000	
Paving and Resurfacing	1645451000	4270 Powell Bill	Powell Bill	\$ 31,000	
Capital Outlay	6280801000	7150 Sewer	Sewer	\$ 75,000	
Engineering	6380801000	4232 Stormwater	Stormwater	\$ 20,000	
Total				\$ 174,000	\$ -

Adopted the 12th day of February 2018.

Mayor

Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: February 12, 2018

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Ange Plaza Lot 28 Annexation.

Action Requested: Approve Resolution to Direct Acting Town Clerk to Investigate Sufficiency of the Annexation.

Attachments: Annexation Map, Annexation Petition and Metes and Bounds.

Prepared By: Bryan Jones, Planning Director.

Date: 2/5/2018

ABSTRACT ROUTING:

TC

FD

TM 2/7/2018

Final 2/7/2018

Supporting Documentation

SAHL Investments, LLC is applying for annexation of Ange Plaza Lot 28 (Recombination of Lots 18 and 28).

Ange Plaza Lot 28:

Location: Beacon Drive. (Parcel Numbers: 73418 and 73416). North of intersection with Vernon White Road.

Size: 1.24 acres.

Zoned: Office and Institutional.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation.

2nd Council Meeting: Schedule a Public Hearing for the Annexation.

3rd Council Meeting: Hold Public Hearing on the Annexation.

Budgetary Impact: TBD.

Recommendation: Direct Town Clerk Investigate Sufficiency of Annexation.

PETITION REQUESTING ANNEXATION

Date: January 10, 2018

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 28

Name SAHL Investments, LLC

Address 3 Rest Haven Road Extension

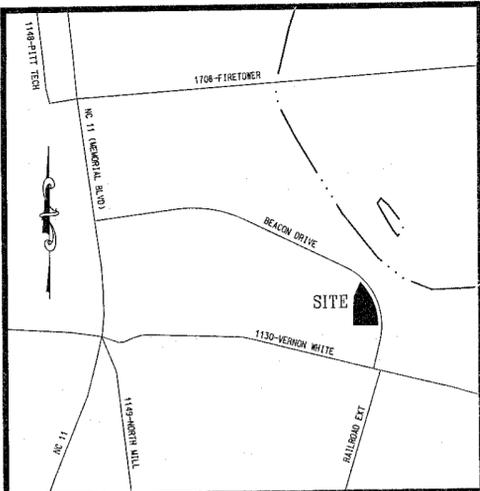
Signature 

Bath, NC 27808

Legal Description For
Ange Plaza Lot 28 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 southern right of way of Beacon Drive said point being the northeast corner of Ange Plaza Lot 29 as recorded in map book 68, page 44 of the Pitt County Registry and being further located N 19-14-46 E – 210.95', thence N 12-45-26 E – 113.01' from the intersection of the northern right of way of NCSR 1130 – Vernon White Road and the southern right of way of Beacon Drive, thence from said point of beginning with the northern line of Ange Plaza Lot 29 **N 82-34-00 W – 212.09'** to the eastern line of the Sylvia G. Dail property as recorded in deed book 224, page 145, thence with the eastern line of the Sylvia G. Dail property and the eastern line of Ange Plaza Lot 17 as recorded in map book 66, page 123 **N 07-26-00 E – 234.34'**, thence **N 31-04-43 E – 132.37'** to the southern right of Beacon Drive, thence with the southern right of way of Beacon Drive **400.12' along the arc of a curve said curve being to the right having a radius of 500.00' and a chord bearing S 16-39-25 E – 389.53'** to the point of beginning containing **1.2458 acres**.



VICINITY MAP
1" = 1000'

NCGS MONUMENT "WINTERVILLE"
NAD 83 (2001)
N = 653,550.83
E = 2,473,782.39

NCGS MONUMENT "REEDY"
NAD 83 (2001)
N = 656,283.99
E = 2,474,446.88



SYLVIA G. DAIL
DB 224, P 145
MB 65, P 97

17
MB 66, P.123

NCSR 1130 (VERNON WHITE ROAD)
(60' PUBLIC R/W - 20' P/W)

31
ANGE PLAZA
MB 68, P.44

29
ANGE PLAZA
MB 68, P.44

28

R = 500.00'
L = 113.25'
CH = S 12°45'26"W
113.01'

R = 500.00'
L = 400.12'
CH = S 16°39'25"E
389.53'

RAILROAD STREET
EXTENSION

BEACON DRIVE
(60' PUBLIC R/W - 40' B/B)

ACCEPTED BY THE TOWN OF WINTERVILLE

MAYOR

DATE

30
ANGE PLAZA
MB 66, P.123

SEABOARD COASTLINE RAILROAD
(130' PRIVATE R/W)

PROGRESS
DRAWING

ANNEXATION MAP FOR
ANGE PLAZA, LOT 28
REFERENCE MAP BOOK 68, PAGE 44
OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

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

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

SURVEYED: CEP APPROVED: CEP
DRAWN: WCO DATE: 01/08/18
CHECKED: CEP SCALE: 1" = 50'

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.

EFFECTIVE DATE: _____; ORDINANCE NUMBER: _____ AREA: 1.2458 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 _____; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS _____ DAY OF _____, 2018.

CARLTON E. PARKER L-2980

NORTH CAROLINA, _____ COUNTY I, _____, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT _____ A REGISTERED LAND SURVEYOR PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

NORTH CAROLINA, PITT COUNTY THE FOREGOING CERTIFICATE OF _____ NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS _____ DAY OF _____, 2018, AT _____ O'CLOCK, _____ M. JUDY TART, REGISTER OF DEEDS BY _____ REGISTER OF DEEDS



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: February 12, 2018

Presenter: Travis Welborn, Public Works
Director

Item to be Considered

Subject: Church Street Lift Station Control Panel Replacement Project

Action Requested: Approval of Contract w/ Pitt Electric ORI, LLC for Control Panel Replacement

Prepared By: Travis Welborn, Public Works Director

Date: 2/2/2018

Town staff accepted bids on Tuesday December 5, 2017 for the replacement of the existing control panel at the Church Street Lift Station. The lowest responsible bidder was Pitt Electric ORI, LLC with a Base Bid amount of \$312,400.00, a bid of \$195,800.00 for Alternate E-1, and \$121,800.00 for Alternate C-1. The total bid for the project was \$630,000.00. The Town had approximately \$496,600 budgeted for this project including engineering fees. The engineering fees totaled \$43,336.00 so there was approximately \$453,264.00 remaining for construction. Town staff and the consulting Engineer for the project negotiated with the lowest responsible bidder and value engineered the total cost of the project down to \$471,456.00. This amounted to a savings of \$158,544.00 and brought the project within about \$18,000.00 of available funds. Staff anticipates the overage being covered by either the Town's insurer or FEMA. Alternatively, if either of these entities does not cover the overage in costs, staff will need to budget for this overage in next year's budget since this is a capital project. The Base Bid includes replacing the existing control panel with a new control panel including a rain shield, Variable Frequency Drives, SCADA, and appurtenances. The items in the base bid will be paid for using a combination of grant money and sanitary sewer funds budgeted for the project in this fiscal year's approved budget. Alternate E-1 Bid includes a new pad mounted standby generator and automatic transfer switch. These items will be paid for with grant money from the Golden Leaf Foundation. Alternate C-1 Bid includes raising the top of the existing wet well by 24" to prevent it from flooding in the future and will also be paid for with grant money from the Golden Leaf Foundation.

Budgetary Impact: \$124,000 was budgeted for this project in the sanitary sewer capital projects fund for this fiscal year. The Town also received approximately \$90,000 from FEMA to assist with the control panel replacement due to damage sustained during Hurricane Matthew. The Golden Leaf Foundation also awarded the Town a grant in the amount of \$270,000 to assist with mitigating the potential for future flooding at the lift station. This money was awarded to pay for the standby generator, raising the wet well, a spare pump, the SCADA system, and Engineering & Contingency. The total funds available for construction of this project are approximately \$453,264.00.

Recommendation: Approve contract with Pitt Electric ORI, LLC for Base Bid, Alternate E-1, & Alternate C-1.

**TOWN OF WINTERVILLE
LIFT STATION CONTROL PANEL, ELECTRICAL & CIVIL UPGRADES
WINTERVILLE, NORTH CAROLINA
Rebid**

Time 2:30 PM Thursday December 14, 2017

Contr.	License Number	Add Rec	Base Bid	Add Alt. E-1	Add Alt. C-1	Total Bid
Pitt Electric	U07840	Yes	\$312,400.00	\$195,800.00	\$121,800.00	\$630,000.00
Wilson Rhodes Electrical	U35570	Yes	\$380,740.00	\$209,260.00	\$65,000.00	\$655,000.00
William Goetz Electrical						

I, Ronald E. Pledger, PE, certify that I have reviewed this bid tabulation and find it correct to the best of my knowledge and belief.



Ronald E Pledger

OFFICE PHONE (252) 946-3320
(252) 946-0511

DIBBLE & PLEDGER, P.A.
CONSULTING ENGINEERS
ELECTRICAL, MECHANICAL, & PLUMBING
LEED AP BD+C
P. O. BOX 1885
WASHINGTON, NORTH CAROLINA 27889

FAX (252) 946-5160
E-mail rpledger@dibbleandpledger.com
Web: www.dibbleandpledger.com

January 26, 2018

Mr. Travis Welborn, PE
Public Works Director
Town of Winterville
2936 Church Street
Winterville, North Carolina 28590

Re: Winterville Main
Lift Station Control Panel
Electrical & Civil Upgrades

Dear Travis:

Per our meetings with Pitt Electric the following negotiations were finalized:

1. Omit the hand railings on the generator and the control panel structure

Base Bid Control Panel	\$ 6,900.00
Alt. E-1 Generator	\$ 6,900.00

2. Revise the concrete pads

This item included the following:

Base Bid- Use 6 inch pad with thickened edge	\$19,300.00
Maintain single rebar layer	
Provide extra fill to slope down. Maintain elev. 56.	
Delete 4 inch granular fill	
Use 3000 PSI concrete	
Alt. E-1 Use 8 inch pad with thickened edge	\$26,094.00
Use double rebar layer	
Provide extra fill to slope down. Maintain elev. 56.	
Delete 4 inch granular fill	
Use 3000 PSI concrete	

3. Alt. 2 Generator

Use 200 KW engine Generator	\$49,000.00
Use painted steel enclosure	
24. Hr. Tank (400 Gallon)	
Delete stainless steel silencer. Use carbon steel	

4. Fuel Saving

Savings for fuel for smaller tank \$ 1,350.00

5. Alt C-1 Revisions to use Braswell Const. \$42,000.00

6. Use schedule 80 pvc conduit in lieu of pvc coated Rigid galvanized steel. \$ 7,000.00

No deducts from Lord & Company were accepted.

Total Deductions **\$158,544.00**

We appreciate the opportunity to work with you on this project. If you have any questions, please give me a call.

Sincerely,



Ronald E. Pledger, PE



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: February 12, 2018
Presenter: Travis Welborn, Public Works
Director

Item to be Considered

Subject: Church Street Gravity Sewer Replacement Project.

Action Requested: Approval of Contract w/ Lowest Responsible Bidder for Sewer Replacement.

Prepared By: Travis Welborn, Public Works Director

Date: 2/2/2018

Town staff accepted bids on Tuesday January 9, 2018 for the replacement of the existing gravity sanitary sewer main from approximately 200 feet north of Division Street to approximately 200 feet south of Division Street. NCDOT is proposing to resurface Church Street this year and the street is failing where the sewer main is located. In order to prevent pavement failures in a newly resurfaced street staff is proposing to replace the sewer main before the street is resurfaced. This project will also add a manhole at the end of the sewer main where there currently is no manhole and/or access for maintenance. The lowest responsible bidder for the project was Ralph Hodge Construction Co. with a bid of \$216,421.00, however this included replacing the sanitary sewer main from 200 feet south of Division Street all the way to Liberty Street. The project was designed and bid this way due to the existing manhole layout and survey requirements knowing that the bids for this amount of work would likely exceed available funds. \$100,000.00 was budgeted for this project in this fiscal year's budget, and that included engineering fees. The survey and engineering design totaled \$12,361.00, so the funds available currently for construction are \$87,639.00. By reducing the scope of work from what was bid to the limits of the pavement failures staff was able to reduce the cost down to approximately \$141,437.00 without contingency. This amounts to an overage of \$53,798.00. In addition, approximately \$7,000.00 would be needed for a 5% contingency and \$12,900 for engineering services related to construction administration and inspection services. The total amount needed from fund balance would be approximately \$73,698.00. Staff recommends that this project is necessary and proposes to obtain the remainder of the necessary funds from fund balance. *If Council desired to complete the project as designed all the way to Liberty Street the total project cost including engineering would be \$241,682.00 and \$141,682.00 would be needed from fund balance.*

Budgetary Impact: \$100,000 was budgeted for this project in the sanitary sewer capital projects fund for this fiscal year. Due to increased economic activity and a lack of available contractor's, prices on small jobs such as this continue to skyrocket and are difficult to estimate for budgeting purposes. Total engineering fees including survey, design, construction administration, and inspection services are \$25,261. Proposed construction costs including a 5% contingency are approximately \$148,437.00 for a total project cost of \$173,698. If Council desires to proceed with this project as modified approximately \$73,698 will need to be transferred from fund balance.

Recommendation: Approve contract with lowest responsible bidder for modified project scope.

WINTERVILLE
 CHURCH STREET SEWER REPLACEMENT
 TWC PROJECT NO.: 2853-AE



January 9, 2018 @ 2:00 pm

	CONTRACTORS	LIC. NO.	CLASS	BID BOND	DBE Aff. A or B	TOTAL BID	REMARKS
1	Ralph Hodge Construction Co. 2101-F Miller Road Wilson, NC 27893	6271	UL/UC	5%	A	\$216,421.00	Apparent Low Bidder
2	Tripp Brothers PO Box 128 Ayden, NC 28512	52247	U/B/Hwy/ PU	5%	B	\$254,302.00	
3							
4							
5							
6							

This is to certify that the bids received herein were publicly opened and read at 2:00 p.m. on January 9, 2018 at Winterville Town Hall 2571 Railroad Street, Winterville, NC



William A. Larsen, P. E.

WINTERVILLE
CHURCH STREET SEWER REPLACEMENT
TWC Project No. 2853-AE

January 9, 2018 @ 2:00 pm									
				Ralph Hodge Construction Co.		Tripp Brothers		Average of All Bids	
Item No.	Description	Est. Quantity	Unit	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price
1	(8) Inch VCP Replacement w/ New (8) inch SDR-26 PVC Sanitary Sewer (8)-(10) ft.	170	LF	\$112.00	\$19,040.00	\$151.00	\$25,670.00	\$131.50	\$22,355.00
2	(8) Inch VCP Replacement w/ New (8) inch SDR-26 PVC Sanitary Sewer (6)-(8) ft.	100	LF	\$95.00	\$9,500.00	\$141.00	\$14,100.00	\$118.00	\$11,800.00
3	(8) Inch VCP Replacement w/ New (8) inch DIP Sanitary Sewer (0)-(6) ft.	40	LF	\$125.00	\$5,000.00	\$157.00	\$6,280.00	\$141.00	\$5,640.00
4	(8) Inch VCP Replacement w/ New (8) inch SDR-26 PVC Sanitary Sewer (0)-(6) ft.	390	LF	\$82.40	\$32,136.00	\$136.00	\$53,040.00	\$109.20	\$42,588.00
5	(4) Inch C900 PVC Force Main	75	LF	\$84.40	\$6,330.00	\$57.50	\$4,312.50	\$70.95	\$5,321.25
6	New (10)-(8) ft (4") Diameter Manhole	1	EA	\$10,300.00	\$10,300.00	\$3,600.00	\$3,600.00	\$6,950.00	\$6,950.00
7	New (0)-(6) ft (4") Diameter Manhole	2	EA	\$5,690.00	\$11,380.00	\$3,000.00	\$6,000.00	\$4,345.00	\$8,690.00
8	Replace (0)-(6) ft. (4") Diameter Manhole	1	EA	\$6,240.00	\$6,240.00	\$8,650.00	\$8,650.00	\$7,445.00	\$7,445.00
9	Remove Existing Manhole	2	EA	\$1,610.00	\$3,220.00	\$2,300.00	\$4,600.00	\$1,955.00	\$3,910.00
10	4 (Inch) Sanitary Sewer Service Replacement (from main to ROW)	13	EA	\$1,610.00	\$20,930.00	\$3,600.00	\$46,800.00	\$2,605.00	\$33,865.00
11	Replace Ex. Catch Basin	1	EA	\$2,820.00	\$2,820.00	\$3,800.00	\$3,800.00	\$3,310.00	\$3,310.00
12	(15) Inch RCP	35	LF	\$57.00	\$1,995.00	\$115.70	\$4,049.50	\$86.35	\$3,022.25
13	Silt Fence	250	LF	\$3.40	\$850.00	\$6.50	\$1,625.00	\$4.95	\$1,237.50
14	Inlet Protection	3	EA	\$290.00	\$870.00	\$500.00	\$1,500.00	\$395.00	\$1,185.00
15	Cleanup and Seeding Along Utility Pipelines	1	LS	\$860.00	\$860.00	\$16,000.00	\$16,000.00	\$8,430.00	\$8,430.00
16	Undercut Unstable Pipe Foundation	75	CY	\$57.00	\$4,275.00	\$65.00	\$4,875.00	\$61.00	\$4,575.00
17	Select Backfill	550	CY	\$19.50	\$10,725.00	\$15.00	\$8,250.00	\$17.25	\$9,487.50
18	NCDOT Asphalt Pavement Patching	550	SY	\$123.00	\$67,650.00	\$70.00	\$38,500.00	\$96.50	\$53,075.00
19	Remove and Replace Existing Curb & Gutter	50	LF	\$46.00	\$2,300.00	\$53.00	\$2,650.00	\$49.50	\$2,475.00
	TOTAL				\$216,421.00		\$254,302.00	\$235,361.50	\$235,361.50

MEMORANDUM OF NEGOTIATION – CONSTRUCTION
CONTRACT – (attach to executed contract)
(for proposed contract award less than bid amount)

OWNER Town of Winterville

CONTRACTOR: Ralph Hodge Construction Company

CONSULTANT The Wooten Company PROJECT ENGR./ARCH.: The Wooten Company

CONTRACT # 1 BID AMOUNT \$ 216,421.00 AGREEMENT DATE: 2/15/18

BRIEF DESCRIPTION OF CONTRACT AS BID: Project includes

Wastewater System

1. Sewer Replacement and Construction: Church Street
 - a. Replacement of approximately 700 LF of 8-inch gravity sewer line;
 - b. Replacement of approximately 13 (4)-inch sewer service laterals to the road right-of-ways with the installation of new cleanouts;
 - c. 4 manhole replacements;
 - d. Miscellaneous appurtenances, asphalt, and concrete replacement.

The Owner and Contractor acknowledge and agree that the bid(s) received on the above project have resulted in the project budget being exceeded and that a contract(s) cannot be awarded based on the amount of the bid(s) received. This memorandum documents that both parties to the contract entered into and completed negotiations in order to arrive at a mutually acceptable amount on which the construction contract(s) is to be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on all parties and it shall become a part of the terms and conditions of the contract, subject only to the owner being successful in obtaining any needed additional funding resulting from this memorandum.

The following changes in the contractor's bid and the following changes in the terms / provisions of the contract are hereby incorporated into the proposed contract award.

(Refer to attached Section 00540: Bid Modification #1 dated February 5, 2018)

(attach supplemental sheet(s) and drawings / specifications as necessary)

PROPOSED NEGOTIATED CONTRACT AWARD AMOUNT: \$141,437.00

It is further understood and agreed by all parties that should additional funds become available within the contract time or extension thereof, the Owner shall have the right to add back to the project any items deleted above or to otherwise revise the contract as originally bid based on the same prices for deletions / revisions as noted above, subject only to any additional costs to which the contractor is entitled to per the terms of the contract.

This memorandum shall be valid and binding up to and inclusive of: 3/1/2018 (date).

We agree to the terms and conditions of this document:

OWNER	date		2/6/18
		CONTRACTOR	date
	2.6.2018	N/A	
ENGINEER	date	NC DEQ	date

CHURCH STREET SEWER REPLACEMENT

TOWN OF WINTERVILLE, NORTH CAROLINA

SUBJECT: BID MODIFICATION

FEBRUARY 6, 2018

To the Plans and Specifications for:
Church Street Sewer Replacement
Winterville, North Carolina

To: RALPH HODGE CONSTRUCTION COMPANY

The following revisions were made to the Bid Documents based on the negotiations with the low bidder prior to execution of the Contract Documents. This Modification forms a part of the Contract Documents and modifies the original Specifications and Drawings.

A. Bidding Requirements

1. Section 00410, Bid Form

a. Replace Bid Form Article 5, Section 5.01 dated 10/5/2017 with Bid Form D.1 below;

B. Change to Bid Price

1. The Bid Price shall be changed based on the above revisions as follows:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
<i>Sanitary Sewer Work Items</i>					
1	(8) Inch VCP Replacement with New (8) Inch SDR-26 PVC Sanitary Sewer (8)-(10) ft.	LF	100	\$ 112.00	\$ 11,200.00
2	(8) Inch VCP Replacement with New (8) Inch SDR-26 PVC Sanitary Sewer (6)-(8) ft.	LF	100	\$ 95.00	\$ 9,500.00
3	(8) Inch VCP Replacement with New (8) Inch DIP Sanitary Sewer (0)-(6) ft.	LF	0	\$ 125.00	\$ 0.00
4	(8) Inch VCP Replacement with New (8) Inch SDR-26 PVC Sanitary Sewer (0)-(6) ft.	LF	155	\$ 82.40	\$ 12,772.00
4a	Removal of (8) Inch VCP Sewer (0)-(6) ft.	LF	50	\$ 45.00	\$ 2,250.00
5	(4) Inch C900 PVC Force Main	LF	75	\$ 84.40	\$ 6,330.00
6	New (10)-(8) ft. (4') Diameter Manhole	EA	1	\$ 10,300.00	\$ 10,300.00
7	New (0)-(6) ft. (4') Diameter Manhole	EA	2	\$ 5,690.00	\$ 11,380.00
8	Replace (0)-(6) ft. (4') Diameter Manhole	EA	0	\$ 6,240.00	\$ 0.00
9	Remove Existing Manhole	EA	2	\$ 1,610.00	\$ 3,220.00
10	4 (Inch) Sanitary Sewer Service Replacement (from main to right-of-way)	EA	9	\$ 1,610.00	\$ 14,490.00
<i>Storm Sewer Work Items</i>					
11	Replace Ex. Catch Basin	EA	0	\$ 2,820.00	\$ 0.00
12	(15) Inch RCP	LF	0	\$ 57.00	\$ 0.00
<i>Erosion Control Work Items</i>					
13	Silt Fence	LF	150	\$ 3.40	\$ 510.00
14	Inlet Protection	EA	2	\$ 290.00	\$ 580.00
<i>Cleanup and Seeding Along Utility Pipelines</i>					
15	Cleanup And Seeding Along Utility Pipelines	LS	1	\$ 1,000.00	\$ 1,000.00
<i>Miscellaneous Work Items</i>					

16	Undercut Unstable Pipe Foundation	LF	50	\$ 57.00	\$ 2,850.00
17	Select Backfill	LF	340	\$ 19.50	\$ 6,630.00
18	NCDOT Asphalt Pavement Patching	LF	375	\$ 123.00	\$46,125.00
19	Remove & Replace Existing Curb & Gutter	LF	50	\$ 46.00	\$ 2,300.00
Total Bid					\$141,437.00

2. Based on the above items the Bid Price shall change as follows:
- a. Original Bid Price: \$ 216,421.00
 - b. The Bid Price will be decreased by: \$ (74,984.00)
 - c. New Bid Price: \$ 141,437.00

C. Justification

1. The price was modified for the following reasons:

Item Number	Change
1	Adjustment to estimated quantity. (Decrease)
2	No Change
3	Adjustment to estimated quantity. (Decrease)
4	Adjustment to estimated quantity. (Decrease)
4a	New unit price item
5	No Change
6	No Change
7	No Change
8	Adjustment to estimated quantity. (Decrease)
9	No Change
10	Adjustment to estimated quantity. (Decrease)
11	Adjustment to estimated quantity. (Decrease)
12	Adjustment to estimated quantity. (Decrease)
13	Adjustment to estimated quantity. (Decrease)
14	Adjustment to estimated quantity. (Decrease)
15	Adjustment to price. (Increase)
16	Adjustment to estimated quantity. (Decrease)
17	Adjustment to estimated quantity. (Decrease)
18	Adjustment to estimated quantity. (Decrease)
19	No Change

The foregoing changes shall be incorporated in the Contract Documents.

END OF DOCUMENT



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: February 12, 2018

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: GFOA Consulting Service for Enterprise Resource Planning Software.

Action Requested: Approve Consulting Proposal.

Attachments: GFOA Proposal

Prepared By: Anthony Bowers, Finance Director

Date: 2/9/2018

ABSTRACT ROUTING:

TC

FD

TM 2/9/2018

Final 2/9/2018

Supporting Documentation

An "Enterprise Resource Planning" (ERP) software is a very complex software that is the foundation for the governmental functions of the Town. These products are very diverse and address the smallest details of all of the different businesses that the Town is involved with. These items include but are not limited to Accounts Payable, Payroll, Human Resources, Utility Billing, Privilege Licensees, Workflow – work orders, Building Inspections, Fire Inspections, Fund Accounting, Budgeting and Taxes. As well as, the web interfaces for Utility Billing, Permitting, Taxes, and Citizen Involvement.

This process will bring all of the stakeholders together and Identify the strengths and weaknesses of our business processes and procedures. It will analyze our process and compare them to the most current "Industry Best Practices".

Our current system is over 10 years old. We have been watching the changes in the ERP environment carefully to identify when we felt like would be the best time to move to a new system. Our current system will not be supported much longer. So it is imperative that we find a new system, or we could face major issues.

I recommend that we use this service to ensure that we find the best solution for the Town of Winterville. The consultant is very familiar with the hundreds of products that are on the market. They are well versed in the negotiation process for purchasing these products. These robust, complex and expensive systems are the day to day operation for every department in the Town. This service will help us determine the best value for the Town and could save us from an expensive mistake. The process for assisting the Town will take 7 to 9 months from when we begin. The implementation for the software will take two years. This is a huge undertaking.

Budgetary Impact: \$47,950.

Recommendation: Approve use of Consultant.

PROPOSAL TO:



Town of Winterville, NC

ERP Advisory Services



**Research and
Consulting Center**

**Government Finance Officers Association
(GFOA)**

January 9, 2018

Note: *This proposal and description of GFOA methodologies is for the entity listed above. All information herein is confidential and proprietary to GFOA.*



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, IL 60601-1210

312.977.9700 fax: 312.977.4806

January 9, 2018

Town of Winterville
Attn: Anthony Bowers
2571 Railroad Street
Winterville, NC 28590

EMAIL: anthony.bowers@wintervillenc.com

Dear Anthony,

The Government Finance Officers Association (GFOA) is pleased to present this proposal to the Town of Winterville, NC (the Town) to provide ERP advisory services related to the Town's replacement of its administrative systems. Services are based on our past discussion and GFOA's prior experience with similar organizations.

More than 500 governments, including many in Florida, have found value in our high level of expertise and our detailed approach to ERP projects. As one of the premier membership associations for public-sector professionals, GFOA can offer independent, objective, and best practice-focused consulting services consistent with our mission to improve government management. We look forward to continuing our relationship and

If you have any questions or would like to discuss the proposal, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Mike". The letters are cursive and fluid.

Mike Mucha
Director, Research and Consulting
Government Finance Officers Association



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Overview of Proposal

NOTE: Throughout this proposal, GFOA uses the terms “Enterprise Resource Planning system (ERP)” to refer to the set of computer applications used to manage administrative functions for the Town. This would include systems for finance, procurement, human resources, payroll, permitting, billing, document management, tax billing and more.

ERP system implementations offer a great deal of promise for improving business processes, empowering employees with tools to become more effective, and ultimately transforming the entire organization. However, implementing these systems is a complex effort, and many organizations struggle to realize many of the promised benefits. Based on GFOA’s experience, one critical success factor is proper preparation and a structured approach to project readiness. GFOA has assisted numerous governments in planning for ERP projects and has developed an approach that embeds these important steps within other activities such as business case analysis. In addition, GFOA’s approach includes a number of sequential steps that build on each other, ultimately resulting in a detailed contract and statement of work that is centered on public-sector best practices for ERP contract management and detailed functional requirements.

This proposal for ERP implementation advisory services will focus on an important initial first step in ERP preparation, development of a business case and definition of functional requirements.

GFOA has divided this proposal into the following tasks:

- Task 0: Project Planning
- Task 1: Scope Development/Requirements Definition
- Task 2: Procurement Strategy/RFP Draft
- Task 3: System Selection Services
- Task 4: Contract Negotiations

GFOA consultants assigned to this project include:

- Eva Olsaker (Project Manager/Project Lead)
- Vincent Reitano, Public Finance Associate (Consultant)
- Mike Mucha, Director, Research and Consulting (Engagement Manager)

GFOA has selected these resources because of their knowledge of comparable organizations and experience with business process improvement and change management projects. GFOA staffs all projects with experienced and capable consultants who have a proven track record of managing projects independently as well as working effectively within a project team. As a result, the Town can feel confident in turning to any consultant assigned to the project to provide quality guidance on issues related to any of the tasks included in this proposal.



Task 0: Project Planning

No project can succeed without proper planning and tools to manage the effort. Working together, GFOA and the Town project manager will prepare the following tools, which will be essential to project coordination.

- **Project Plan** –This document (typically created in Microsoft Project, although it can be developed in Excel if the Town is not familiar with Microsoft Project) identifies all the detailed tasks for the project, the people who responsible for executing those tasks, the estimated time required to complete them, and any ways in which a given task may be dependent on other tasks.
- **Project Documentation Procedures** – At the beginning of the project, GFOA and the Town will identify procedures for communication and posting/sharing of documents. If the Town uses a collaboration site for project and document management, GFOA consultants can post to that site. If desired, GFOA can also host a website with collaboration tools specifically for this project.

Task 0: Project Planning	
<i>Phase Duration:</i>	<ul style="list-style-type: none"> • 2 weeks
<i>Cost</i>	<ul style="list-style-type: none"> • Included
<i>Deliverables</i>	<ul style="list-style-type: none"> • D0: Project Plan



Task 1: Process Design and Requirements

For every ERP project, GFOA believes that governments should focus the procurement on a set of functional requirements that describe key tasks, calculations, processes, and other outcomes the system must complete. As part of the project, requirements development focuses defining *what* needs to be completed rather than *how* the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built-in processes to make the Town more efficient.

To gather information on the Town’s business process and needs for a system, GFOA will administer a survey for key Town staff. If the Town has documented business requirements, GFOA will review those and incorporate comments/suggestions based on comparison to GFOA best practices and past consulting experiences. If documentation does not exist, GFOA will work with staff to facilitate a mapping session and prepare high-level as-is documentation to serve as reference point for any to-be discussion.

Results from the survey and process mapping will be discussed in person as part of a series of focus groups meetings. The focus group meetings will allow GFOA consultants a better understanding of Town process and requirements and provide an opportunity to discuss improvement opportunities.

GFOA will provide all analysis, documentation, and process design recommendations as a deliverable. Using this documentation and for each step in the business process, we will determine both the system requirements and implementation requirements, and document them using a Microsoft Excel template that will be included in the eventual request for proposals (RFP).

Process List	
Process	Task / Topics
Accounting	<ul style="list-style-type: none"> • Chart of Accounts • General Ledger Transactions • Grant / Project Tracking • Financial Reporting
Budget	<ul style="list-style-type: none"> • Operating Budget • Capital Budget • Budget Adjustments / Amendments
Procure – Pay	<ul style="list-style-type: none"> • Vendors • Purchase Requisitions • Purchase Orders • Contracts • Accounts Payable
Customer Billing	<ul style="list-style-type: none"> • Customer File • Billing • Accounts Receivable
Treasury	<ul style="list-style-type: none"> • Cash Receipts
Asset Management	<ul style="list-style-type: none"> • Asset Acquisition • Asset Lifecycle



Process List	
	<ul style="list-style-type: none"> ○ Service Request ○ Work Order ○ Inventory
Human Resources	<ul style="list-style-type: none"> ● Positions ● Employee File ● Benefits
Personnel Actions	<ul style="list-style-type: none"> ● Recruitment ● New Hire ● Personnel Actions (Salary Adjustment / Position Change)
Time Entry – Payroll	<ul style="list-style-type: none"> ● Time Entry ● Time Approval ● Payroll Calculations ● Payroll Processing ● Leave Management (FMLA)
Utility Billing	<ul style="list-style-type: none"> ● Customer File ● Property File ● Meter Inventory ● Meter Read ● Billing ● AR ● Payment Receipts ● Service Order
Community Development / Permitting	<ul style="list-style-type: none"> ● Property File / Customer ● Permit Application ● Plan Review ● Inspection ● Code Enforcement
Tax Billing / Special Assessments	<ul style="list-style-type: none"> ● Billing ● Payments / Collections ● Customers / Properties

Task 1: Process Design and Requirements Development	
Phase Duration:	<ul style="list-style-type: none"> ● 1month
Cost	<ul style="list-style-type: none"> ● \$ 18,250
Deliverables	<ul style="list-style-type: none"> ● D1: Requirements and Process Analysis



Task 2: RFP Document

In parallel with Task1, GFOA will work with the Town to prepare an overall procurement strategy designed to accomplish the organization’s requirements and business goals, and mitigate risks during the project.

The procurement strategy will define the scope of the RFP and the strategic choices for how the RFP is written, and identify a specific plan for moving forward into the procurement process.

In this phase, GFOA will also develop a detailed RFP document. GFOA’s RFP format is designed to remove disparity between proposals and to provide as much of an apples-to-apples comparison as possible. In addition, GFOA develops all RFPs with the end goal in mind – a contract that mitigates risk and leads to a successful project.

GFOA has a template RFP that was specifically designed for ERP procurements and has been continually updated, as required by changes in the ERP market. However, we are flexible and can either use this template or a Town RFP template, and we can work with Town staff to accommodate essential information, questions, and terms.

When complete, the RFP document will include information to help communicate the following to potential ERP vendors:

- 1) Procurement terms and conditions.
- 2) Detailed vendor response templates.
- 3) Functional requirements.
- 4) To-be process definition.
- 5) Interface definition.
- 6) Technical documentation.
- 7) Key objectives / goals / critical success factors for the project.
- 8) Service-level expectations.
- 9) Other information necessary for vendors to prepare detailed responses that meet the Town’s needs.

Task 2: RFP Document	
Phase Duration:	<ul style="list-style-type: none"> • 1-2 months
Cost	<ul style="list-style-type: none"> • \$ 9,980
Deliverables	<ul style="list-style-type: none"> • D2: RFP Document

Note: as part of preparing a procurement strategy to receive competitive proposals across the full scope of the Town’s project, GFOA may suggest that the Town split scope across multiple RFPs. If GFOA recommends that the Town prepare multiple RFPs, GFOA will do so at no additional cost.



Task 3: System Selection Services

GFOA will provide ongoing project advisory services to help the Town coordinate and manage its ERP selection project. GFOA consultants assigned to this project have managed many similar projects with other local governments and will bring that experience to the Town’s project. GFOA’s system selection and procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible enough to adapt to local procurement laws or other unique situations. In addition, the approach is continually enhanced by feedback from the hundreds of public-sector clients we work with, our own staff experience, and the vendor community.

For this part of the project, GFOA will provide proposal analysis, coaching, overall guidance, and planning assistance. GFOA expects that the Town use an approach similar to the one below.

Note: GFOA will provide system selection services for all RFPs developed in Task 2. If the scope is much reduced from the processes listed in Task 1, and that results in reduction in effort for GFOA consultants, GFOA will reduce the price listed below.

GFOA Approach

GFOA’s methodology is based on a series of elevations that “promote” proposals to the next level of evaluation. Through defined steps, vendors will be evaluated and scored according to pre-defined criteria, with the top vendors moving on to compete at the next step. GFOA’s standard evaluation process includes four steps, shown in the table below.

Step	Vendors
Written Proposals	Unlimited
Software Demonstrations	3
Discovery	2
Final Contract Negotiations	1

Written Proposals:

The Town will review all written proposals and identify three (3) proposals to elevate to software demonstrations. GFOA will be available to provide analysis and comments/feedback on proposals. GFOA’s analysis will be focused on identification of risks, weaknesses in the proposal, and areas for further clarification. The Town will be reviewing to determine which vendors best fit the Town’s needs and which deserve elevation to the next round.

Software Demonstrations and Implementation Presentations

Approximately two (2) weeks prior to each vendor’s scheduled software demonstration, the Town will send the demo scripts to the vendor. Demos will be heavily scripted and require the vendor to go through system business processes. The focus of the software demos should be to evaluate system features and capabilities rather than to look at the “bells and whistles.” It is expected that demonstrations will last approximately two (2) to three (3) days per vendor. At the conclusion of software demonstrations, the Town will evaluate the demonstrations and elevate two (2) proposals for the Discovery phase. Software demonstrations will be a combination of vendor presentations

on software features and a discussion of implementation issues. GFOA will assist the Town in developing demo scripts and coaching Town staff on facilitating demos. GFOA will be on-site to facilitate the demos if requested for an additional fee.

Discovery

After viewing software demonstrations and having an initial opportunity to interview implementation resources, GFOA will assist the Town in preparing for a “Discovery” session. As part of Discovery, the Town will prepare written clarification questions for any key unresolved issues. GFOA will also facilitate a final interview of vendors.

Task 3: System Selection Services	
Phase Duration:	<ul style="list-style-type: none"> • Duration of Engagement
Cost*	<ul style="list-style-type: none"> • \$10,000
Deliverables	<ul style="list-style-type: none"> • D3: Evaluation Plan • D4: High-Level Proposal Assessment • D5: Templates, Example Documents • D6: Demo Scripts • D7: Ongoing Project Management and Regular Check-In Meetings • D8: On-Site Discovery Facilitation

** Note: GFOA will invoice for this task upon Town selection of vendor for contract negotiations.*



Task 4: Contract Negotiations

One of the most valuable services that GFOA provides its clients is the negotiation of software contract and implementation service agreements. Too often, governments are pitted against software vendors that have negotiated contracts many times before. Understandably, software vendors and their implementation partners want to maximize profit and minimize risk. GFOA has developed a unique contracting methodology, using our membership network, to benchmark prices and terms. We propose to use this methodology – which also ensures that GFOA’s best practices are included in the contract – for this engagement.

GFOA will be involved with developing a software license contract, software maintenance agreement, hosting agreement, software-as-a-service agreement, implementation services agreement or any other required to procure the chosen vendor’s proposed solution. In addition, GFOA will take the lead in developing the statement of work, a critical document. The statement of work outlines responsibility for the implementation, and it is the primary reason GFOA consultants provide such a high level of detailed analysis throughout the procurement. GFOA will ensure that the Town’s statement of work is defined to a fine level of detail in order to prevent any unnecessary issues or misunderstandings during implementation.

Task 4: Contract Negotiations	
<i>Phase Duration:</i>	<ul style="list-style-type: none"> • 1 -2 months
<i>Cost</i>	<ul style="list-style-type: none"> • \$9,720
<i>Deliverables</i>	<ul style="list-style-type: none"> • D9: Contract Negotiations • D10: Statement of Work Development



Project Schedule

GFOA has proposed the following high-level schedule for completing all the work described in this proposal. Based on conversations with the Town, GFOA believes that this schedule is consistent with the Town’s plans. If this timeframe does not work for the Town, GFOA is open to discussing alternatives. GFOA would be prepared to begin work approximately one (1) month after contract signing.

Proposed Schedule														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Task 0: Project Planning	█													
Task 1: Process Design / Requirements		█	█											
Task 2: RFP			█											
Task 3: Ongoing Advisory Services				█	█	█								
Task 4: Contract Negotiations						█	█							

Upon signing the contract, GFOA would begin work to prepare a project plan, survey, and document request from the Town. We would expect to be on-site approximately one month after contract signing and complete Task 1 and Task 2 approximately one month after being on site.



Price

Unless noted, all pricing is provided as a fixed fee, **inclusive of all travel costs** incurred by GFOA staff. GFOA will invoice for project deliverables upon completion of project deliverables.

Summary of Fees by Task

Phase/Deliverable	Milestone	Price
0	Project Planning	Included
D0	Project Plan	
1	Process Design and Requirements	\$18,250
D1	Requirements	
2	RFP	\$9,980
D2	RFP Document	
3	System Selection Services	\$10,000
D3	Evaluation Plan	
D4	High-Level Proposal Assessment	
D5	Templates, Example Documents	
D6	Demo Scripts	
D7	Ongoing Project Management and Regular Check-In Meetings	
4	Contract Negotiation	\$9,720
D8	Contract Negotiations	
D9	Statement of Work Development	
TOTAL		\$47,950



Project Assumptions

- GFOA assumes that Town staff will be available to participate in meetings and provide information necessary to the project.
- GFOA will complete tasks in this proposal with a combination of onsite and off-site work. Work performed off site will include review of project deliverables and the development of GFOA reports.
- Each site visit will include one or two GFOA consultants and last approximately two to three days (depending on planned activities). GFOA site visits will be scheduled in advance with the Town's project manager. The Town will be responsible for inviting appropriate stakeholders to meetings, based on agenda topics.
- GFOA has proposed all services listed for a fixed fee, based on completion of deliverables (unless noted). The fixed fee amount and hourly rate includes all expenses including travel. GFOA will invoice monthly for the amount listed in this proposal for tasks/milestones completed within the previous month.
- When performing work onsite, GFOA staff will be provided with appropriate office workspace.
- If it becomes necessary for the Town to request additional resources or expand scope beyond what is listed in this proposal, such additional work product will be secured as an amendment to the contract between the Town and the GFOA, and the work will be performed at rates of \$200 / hour.
- As an educational, nonprofit, professional membership association, GFOA reserves the right to publish non-confidential documents describing the results of, or created during, the services described in this scope of work. GFOA will not publish any item that identifies the Town without obtaining prior written consent of the government.
- GFOA is a nonprofit membership association made up of members representing organizations like the Town. GFOA's liability and indemnification under any agreement reached with your organization will be limited to the extent of fees paid by insurance coverage currently in force. This limitation applies to all exposures under this engagement.
- The Town recognizes that GFOA's role is to provide information, analysis, and advisory services. As such, GFOA bears no responsibility for the performance of the software, hardware, or implementation service suppliers.



Appendix: GFOA Profile

Company Information	
<i>Official Company Name:</i>	Government Finance Officers Association of the United States and Canada
<i>Company Ownership:</i>	GFOA is a 501(c)3 nonprofit association governed by an 18-person executive board made up of public-sector professionals.
<i>Location of Company Offices</i>	203 North LaSalle Street Suite 2700 Chicago, IL 60601 1301 Pennsylvania Avenue, N.W. Suite 309 Washington D.C. 20004
<i>Location of Office Servicing CA Accounts:</i>	GFOA's primary office is in Chicago. All research and consulting staff are located in the Chicago office.
<i>Number of Employees::</i>	GFOA has approximately 60 employees.
<i>Location from which employees will be assigned:</i>	Chicago, IL
<i>Contact Information</i>	Mike Mucha Director, Research and Consulting 203 North LaSalle Street Suite 2700 Chicago, IL 60601 Office: 312-977-9700 Direct: 312-578-2282 Email: mmucha@gfoa.org



Appendix: GFOA Project Team

Mike Mucha, Director, Research and Consulting



Mike Mucha joined GFOA in 2006 and is now the Director of the Research and Consulting Center and GFOA's Deputy Executive Director. He oversees GFOA consulting projects, research activities, the *Government Finance Review*, planning for GFOA training and conference, the GFOA website, and other strategic initiatives for GFOA. Mike also leads GFOA's consulting practice and focuses on providing guidance to local governments on how to use technology more effectively, improve business processes and administrative practices, and implement best practices in financial management. Mike has managed projects for both large and small governments, regularly speaks at GFOA training events, and has written numerous articles on public-sector enterprise technology applications, business process improvement, and performance management.

Recent clients include Pasco County Schools (FL), Orange County Schools (FL), City of Spokane (WA), Spokane Transit Agency (WA), City of Longmont (CO), City of Hayward (CA), City of San Luis Obispo (CA), City of Eugene (OR), Douglas County (KS), the City of Westerville (OH), and the City of Aspen (CO).

Mike also teaches GFOA's training courses on ERP readiness and system selection and ERP implementation.

Education

- B.B.A. in Economics, University of Iowa
- M.S. in Public Policy and Management, Carnegie Mellon University

Eva Olsaker, Senior Manager (Project Manager)



Eva Olsaker joined GFOA in 2005 and is now a Senior Manager in the Research and Consulting Center. Eva brings years of experience in technology and management consulting projects, specializing in, organizational reviews, technology needs assessments and business case reviews, business process analysis, software selection methodologies, and implementation advisory assistance. Eva manages projects for both large and small governments, with an emphasis on improving organizations business processes, specializing in human resources, payroll, and finance functions and processes.

Prior to joining GFOA she served as a senior consultant with a private management-consulting firm for ten years. Eva consulted with private and public sector organizations to implement customer relationship management software, improve business processes, productivity and methodologies.

Eva is currently working on a very similar project for the Town of Hillsborough, NC.

Education

- BA, Political Science from Ball State University



Vincent Reitano, Public Finance Associate (Consultant)



Vincent Reitano is a Public Finance Associate in the GFOA's Research and Consulting Center. In this role, he researches financial indicators and fiscal reserves with econometric and statistical methods. Vincent has published research on fiscal reserves, public pensions, forecasting, and transparency in a range of public finance and economics journals. Additionally, he regularly presents his research at academic and professional conferences. Vincent also assists with GFOA consulting projects and has conducted research on process improvement, software evaluation, and property tax systems. Prior to joining GFOA, Vincent worked in the Department of Defense, and also completed a research fellowship at SAS. He also conducted research on risk analysis for the Department of Homeland Security, and co-authored reports on education finance for the North Carolina Department of Public Instruction. Across all of his research, Vincent focuses on evidence based decision-making.

Education

- BBA, Villanova University
- MPA, Villanova University
- PhD, North Carolina State University



**Town of Winterville
Town Council
Agenda Abstract**

Meeting Date: February 12, 2018
Presenter: Travis Welborn, Public Works
Director

Item Section: New Business

Item to be Considered

Subject: 2017 Street Improvements Project – Addition of Tabard Rd. Repair

Action Requested: Approval of Proposed Change Order to mill and resurface first 500' of Tabard Rd.

Attachments: N/A.

Prepared By: Travis Welborn, Public Works Director

Date: 2/5/2018

ABSTRACT ROUTING:

TC FD TM tlp – 2/7/2018 Final tlp – 2/7/2018

Supporting Documentation

Staff has received numerous complaints regarding the condition of Tabard Rd. at the entrance to Canterbury Subdivision after the two recent winter weather events. Staff has investigated these complaints and recommends that immediate action be taken to perform a permanent repair to the affected area of the street. Staff proposes to mill and overlay the first 500 linear feet of roadway from Old Tar Rd. due to extensive spider cracking, potholes, and pavement failures. Staff has consulted with the Town's consulting Engineer for the current street improvements project who recommends change ordering the work into the existing contract with Tripp Brother's Construction due to the low unit prices and current condition of the road. Prolonging a permanent repair would lead to higher repair costs in the future. Using the unit prices in the existing contract staff estimates the cost to be approximately \$31,000.00.

Budgetary Impact: A budget amendment will need to be authorized by the Town Council to transfer the \$31,000 for the additional work from the Powell Bill fund balance.

Recommendation: Approval of additional work.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: February 12, 2018
Presenter: Ben Williams, Assistant Town Manager

Item to be Considered

Subject: Fork Swamp Canal Greenway Engineering Study.

Action Requested: Approval of Grant Contract.

Attachments: DWR Grant Contract No. 7396.

Prepared By: Ben Williams, Assistant Town Manager

Date: 2/5/2018

ABSTRACT ROUTING:

TC

FD

TM 2/7/2018

Final 2/7/2018

Supporting Documentation

The Town has been awarded funding through the NCDENR – Division of Water Resources – Water Resource Project Development Program for the subject project. The proposed engineering study will evaluate the environmental and engineering components of a greenway along Fork Swamp Canal, develop recommendations, design and cost estimates for the improvement. The Town will be responsible for providing a match of the grant amount. Council previously approved funds (\$90,000) in the FY 17-18 budget for this planning/engineering effort. A portion of those funds will be used as the required match. As previously discussed, the remaining amount of budgeted funds will be used in this project.

Budgetary Impact: \$35,000 (matching funds).

Recommendation: Acceptance of Grant Offer.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***1376

This contract (the "Grant Award Contract") is hereby made and entered into this **1st day of January, 2018**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Agency") and **TOWN OF WINTERVILLE** (the "Grantee"¹).

If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and acknowledges that the terms, conditions, restrictions and requirements hereinafter set forth shall apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

1. Contract Documents. The agreement between the parties consists of the following documents:

- a. This Grant Award Contract
- b. State's General Terms and Conditions (Attachment A)
- c. Agency's Water Resources Development Project Grant Application Process ((Attachment B)
- d. Grantee's Response to Agency's Water Resources Development Project Grant Application Process (Attachment C)
- e. Notice of Certain Reporting and Audit Requirements (Attachment D)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Grant Agreement") and supersede all prior oral or written statements or agreements. Modifications to this Grant Award Contract or to any other Contract Document may only be made through written amendments processed by the Agency's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

2. Precedence Among Contract Documents. In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Section 1 above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. Contract Period. This Grant Award Contract shall be effective on **January 01, 2018** and shall terminate on **November 30, 2019**.

4. Grantee's Duties. As a condition of the grant award, the Grantee agrees to:

- a. Undertake and/or perform the grant award project, plan or services as described in the Grantee's Response to Agency's Water Resources Development Project Grant Application Process (Attachment C) and in accordance with the approved budget set forth therein.
- b. Ensure that the funds subject to the terms of this Grant Award Contract are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
- c. Comply with the requirements of 09 NCAC 03M .0101, et seq. (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to the Grant Agreement for a period of six (6) years or until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all State and Federal anti-discrimination laws applicable to its performance under the Grant Agreement and/or the conduct of its business generally.
- g. Comply with all other laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance under the Grant Agreement and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- h. Obtain written approval from the Agency’s Contract Administrator prior to making any subaward or subgrant not already described in the approved Grantee’s Response to Agency’s Water Resources Development Project Grant Application Process (Attachment C).
- i. Ensure that the terms, conditions, restrictions and requirements of the Grant Agreement, including those incorporated by reference to State and/or Federal law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the grant funds described herein.
- j. Take reasonable measures to ensure that any and all subgrantees (i) comply with the terms, conditions, restrictions and requirements set forth herein, including those incorporated by reference to State and/or Federal law, and (ii) provide such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

5. Agency’s Duties. The Agency shall pay the Grantee in the manner and in the amounts specified in this Grant Award Contract and in accordance with the Project Budget set out in the Grantee’s *Response to Agency’s Water Resources Development Project Grant Application Process (Attachment C)*.

6. Contract Amount. The total amount paid by the Agency to the Grantee under the Grant Agreement shall not exceed **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)**. This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$35,000.00	1604	536990	4V12

Grantee Matching Information:

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

In-Kind	\$
Cash	\$
Cash and In-Kind	\$
Other / Specify:	\$

[X] c. The Grantee's matching requirement is \$35,000.00, which shall consist of:

	In-Kind	\$
X	Cash	\$35,000.00
	Cash and In-Kind	\$
	Other / Specify:	\$

[X] d. . The Grantee is committing to an additional \$55,000.00 in cash to complete the project as described in the Grantee's Response to Agency's Water Resources Development Project Grant Application Process (Attachment C).

Based on the figures above, the total contract amount is \$125,000.00.

- 7. **Invoice and Payment.** The grant funds shall be disbursed to the Grantee as provided in Grantee's Response to Agency's Water Resources Development Project Grant Application Process (Attachment C) and in accordance with the following provisions:
 - a. The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within forty-five (45) days following the end of the Contract Period (see Section 3 above). Amended or corrected invoices must be received by the Agency's Controller within six (6) months following the end of the Contract Period. The Agency will not pay any invoice received more than six (6) months following the end of the effective period.
 - b. The Agency shall reimburse the Grantee for actual allowable expenditures, with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. "Allowable expenditures" are expenditures associated with the work performed to meet the milestones for a specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones set out in Grantee's Response to Agency's Water Resources Development Project Grant Application Process (Attachment C).
- 8. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 9. **Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Agency for the purposes described in the Grant Agreement.
- 10. **Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Agency upon termination of this Grant Award Contract.
- 11. **Supplantation of Expenditure of Public Funds.** The Grantee represents that funds received pursuant to the Grant Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds that the Grantee otherwise expends for Water Resources Development Project Grant Program services and related programs. Funds received under the Grant Agreement shall be used to provide additional public funding for such services and/or programs and shall not be used to reduce the Grantee's total expenditure of other public funds for such services and/or programs.
- 12. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Grant Award Contract to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the contact information associated therewith by giving timely written notice to the other party.

Grantee Contract Administrator:	Agency's Contract Administrator
Ben E. Williams, Assist. Town Manager Town of Winterville PO Box 1459 Winterville, NC 28590 Telephone: 252-215-2499 Email: ben.williams@wintervillenccom	Amin Davis North Carolina Department of Environmental Quality, Division of Water Resources 1611 Mail Service Center Raleigh NC 27699-1611 Telephone 919-715-7584 Email: amin.davis@ncdenr.gov

13. **Grantee's Principal Investigator or Key Personnel.** The Grantee shall not substitute its Principal Investigator or Key Personnel without prior written approval from the Agency's Contract Administrator. The Grantee has assigned its Principal Investigator or Key Personnel as follows:

Principal Investigator or Key Personnel
Ben E. Williams, Assist. Town Manager Town of Winterville PO Box 1459 Winterville, NC 28590 Telephone: 252-215-2499 Email: ben.williams@wintervillenccom

14. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder. Upon the Grantee's written request, however, the Agency may (a) forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or (b) include any person or entity designated by the Grantee as a joint payee on the Grantee's payment check(s). Such approval and action by the Agency does not obligate the Agency to anyone other than the Grantee, nor does it relieve the Grantee of any duties or obligations for which it is responsible hereunder.

15. **Procurement.** The Grantee understands and agrees that the following provisions shall apply with respect to any and all procurement activities undertaken in connection with the performance of its duties under the Grant Agreement:

- a. None of the work to be performed under the Grant Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Agency's Contract Administrator.
- b. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, or 143-59.2.
- c. In the event the Grantee contracts for any or all of the work to be performed under the Grant Agreement, the Grantee shall not be relieved of any duties or responsibilities herein set forth.

16. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the grant funds subject to the terms of this Grant Award Contract shall not relieve the Grantee of any duties or responsibilities herein set forth.

17. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended;
- Civil Rights Restoration Act of 1987, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

18. **Outsourcing to Foreign Countries.** The Grantee represents that it has identified to the Agency all jobs related to the Grant Agreement that have been or will be outsourced to other countries, if any. The Grantee understands and agrees that no such jobs shall be outsourced to other countries during the course of its performance under the Grant Agreement without prior written approval from the Agency's Contract Administrator.
19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Grant Award Contract are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
20. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Grant Award Contract shall survive the termination or expiration thereof and continue in full force and effect.
21. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Grant Award Contract and all Contract Documents attached hereto, which collectively constitute the entire Grant Agreement between the parties.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Grant Award Contract in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

TOWN OF WINTERVILLE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Grantee's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director

Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

General Terms and Conditions Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C.

G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

N.C. Division of Water Resources

Water Resources Development Grant Program – Fall 2017 Guidelines

Administered by: Division of Water Resources (DWR), N.C. Department of Environmental Quality (NCDEQ), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Phone: (919) 707-9000

Authority: NCDEQ (the department) is authorized to provide grants to local governments for stream restoration projects under the Natural Resources Conservation Service's Environmental Quality Incentives Program (NRCS-EQIP) by General Statutes 143-215.70-.73 and Session Law 2017-57. These statutes can be viewed on the web at the following web addresses:

<http://www.ncleg.net/gascripts/Statutes/StatutesTOC.pl?Chapter=0143>

<http://www.ncleg.net/enactedlegislation/sessionlaws/pdf/2017-2018/sl2017-57.pdf>

Who is Eligible: Units of local government and local political subdivisions.

Application Deadlines: Applications are received throughout the year for two standard grant cycles. The fall 2017 grant cycle began July 1 and will end Dec. 31. The spring 2018 grant cycle will begin Jan. 1 and will end June 30.

Eligible Purposes and Cost-Share Percentages: The types of projects listed below are eligible for state cost-sharing by the department. The General Assembly placed a 50% matching limit on Water Resources Development Project Grants during their 2011 session. This limit will remain in place until rescinded by the General Assembly. Navigation and NRCS-EQIP stream restoration projects may be funded at a different percentage depending on the funding source. **Grants may be made for the nonfederal share of water resources development projects for the following purposes:**

- **Stream Restoration**
- **Water Management**
- **Water-based Recreation Sites**
- **General Navigation**
- **Recreational Navigation**
- **Feasibility or Engineering Study**
- **NRCS Environmental Quality Incentives Program (EQIP) Stream Restoration Projects**
 - See *NRCS EQIP Grant Guidelines* document on grant's website below for details

Projects planned and constructed by a federal agency with a local cost-share and projects without federal assistance are both eligible for state financial assistance. However, the applicant must be a unit of local government. Non-eligible purposes include compensatory mitigation and the generation of compensatory mitigation credits for impacts to aquatic resources per the Federal Mitigation Rule (33 CFR Part 332). However, compensatory mitigation projects can be located directly adjacent to an eligible project for the purposes of achieving maximum ecological benefit. Projects associated with meeting an existing permit requirement (i.e., Phase I and Phase II Stormwater) and small watershed projects of the Natural Resources Conservation Service (reviewed by the N.C. Soil and Water Conservation Commission) are also not eligible for funding.

Application Submittal

An application for Water Resources Development Project Grant funding should include the five items listed below to be considered complete. All required forms and grant information can be found at the following website: <https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/financial-assistance>. Please check this website frequently for updates.

I. Application Spreadsheet (MS Excel) - All applications should include the appropriate project information in the designated sheets including contacts, general information, narrative, stream treatment amounts, benefits and budget. Detailed instructions about how to complete this application are provided on the Instructions sheet of this application.

The local sponsor should prepare a brief narrative about the project that begins with a statement outlining the overall project scope (what's being proposed), followed by the project justification (why it's being proposed). For stream restoration projects, a brief description of how the proposed stream treatments will mitigate the observed stream impairments, along with minimum and maximum proposed buffer widths shall be provided. Additional supplementary documentation (i.e., reports, photos, letters of support) can be provided as separate attachments (see Item V below).

DWR has begun transitioning the application process to a streamlined web-based format which we anticipate being ready for implementation in early 2018. Please check our [website](#) regularly for updates.

II. Project Plan and Location Maps – A minimum of two scaled maps is required. The first map shall include the project footprint delineated on a USGS topographic quadrangle map or overlain on recent aerial photography. This map shall be at a small scale (zoomed out) to show the project area within the context of a watershed, county or region. The second map shall be a conceptual plan that describes the location of project elements listed in the project narrative. This map shall be larger scale (zoomed in) to show greater detail within the immediate project area.

III. Official Resolution * - The local sponsor shall include a resolution adopted by the governing board stating the amount of state aid requested and accepting the applicant's responsibilities. A representative of the Project Sponsor with signatory authority shall sign this resolution. The following responsibilities shall be included:

1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary state and federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Assure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

* For "Feasibility / Engineering Study Grants" only items 1 and 3 are required in the resolution

IV. No Conflict of Interest Certification – Applicants must provide certification that the applicant, applicant’s subordinates and any person or persons designated to act on behalf of the applicant do not have an actual or apparent conflict of interest with respect to the project. A representative of the Project Sponsor with signatory authority shall sign this certification.

V. Supplementary Documentation – Additional supplementary documentation (reports, photos, etc.) is not required but can be provided as separate attachments via email as part of the application submittal.

Note: Any changes to the project budget and/or project scope will require the written approval of NC DWR and may also require a DEQ contract amendment. Unapproved changes to the project scope or budget will not be eligible for cost-share funding or reimbursement.

Grant Application Review and Approval

The following criteria will be used to approve, approve in part, or disapprove grant applications.

1. The economic, social, and environmental benefits to be provided by the projects;
2. Regional benefits of projects to an area greater than the area under the jurisdiction of the local sponsoring entity;
3. The financial resources of the local sponsoring entity;
4. The environmental impact of the project;
5. Any direct benefit to State-owned lands and properties.

Applicant Obligation – Environmental Permitting

All proposed projects are subject to environmental review and permitting under applicable federal and state laws. It is the applicant’s responsibility to prepare, provide and remain in compliance with all applicable environmental permitting requirements associated with project implementation.

Pre-Application Site Visit

As part of the application review process, a pre-application site visit will be scheduled with the DWR Grant Administrator (or designee) to gather additional information regarding a proposed project to assist the Department in determining if the project meets the applicable review criteria listed in GS §143-215.72.

The primary objectives of this site visit are: 1.) for the DWR Grant Administrator (or designee) to address any questions or concerns the project team may have about this grant program; 2) for the project team to share with the DWR Grant Administrator (or designee) information about the conceptual restoration plans associated with a proposed project, and 3.) for the DWR Grant Administrator (or designee) to photo-document the project area.

Review Decisions

Review decisions and notifications for applications received during the spring application cycle are generally made in October. Review decisions and award notifications for applications received during the fall application cycle are generally made in April of the next calendar year. However, unforeseen circumstances such as legislative, policy or funding allocation changes may delay award notifications.

Projects Not Awarded Funding

Applicants who are not awarded funding within one calendar year from the end date of the grant cycle in which their application was originally submitted must complete and submit a new application to DWR if they wish to re-apply. The spring grant cycle ends on July 1 and the fall cycle ends on Jan. 1 each year.

Post Grant Funding Award

Acceptance of a grant award will require the applicant to enter in to a grant contract with the NCDEQ. Any changes to the scope of the project or project budget after submission of a grant application will require the written approval of the NCDEQ and may also require a DEQ contract amendment. Unapproved changes to the project scope or budget shall not be eligible for, and may result in additional reductions to, cost-share funding or reimbursement.

Grant awards are valid for two years. The grant contract length will be two years from the date of the NCDEQ executed contract. Grant recipients can submit an extension request for one additional year beyond the grant expiration date if progress toward project completion can be sufficiently documented. An extension request shall be submitted by the project sponsor or primary contact via mail (cover letter on official agency letterhead) or email, and shall briefly document the following items:

1. Justification for the extension request
2. Summary of the current project status
3. Anticipated project schedule moving forward

The reimbursement request and supporting documentation should be submitted electronically to amin.davis@ncdenr.gov, or mailed to:

N.C. Division of Water Resources
Attn: Amin Davis
1611 Mail Service Center Raleigh, N.C., 27699-1611

Disbursement of grant funds will be on a reimbursement basis. Any expenditures incurred associated with the project's budget after the start date of the contract are eligible for reimbursement. Grantees can request 50%* of project expenditures through project completion, up to the full amount of the award. Ten percent of the grant award will be retained until a DWR close-out site visit has been completed and the project implementation has been approved by DWR. A reimbursement request can be submitted no more frequently than monthly. *Attachment 1* is provided below as an example. For additional information, please see the *Reimbursement Directions* document on our [website](#).

* % for Navigation and NRCS-EQIP projects may vary depending on funding source

Reimbursement requests shall include:

1. A list of actual cost (expenses) by the approved budget categories
2. Total amount spent on the project to date and the amount of the reimbursement request
3. **Copies of invoices or other documentation for materials, services and other project costs**
4. The request should be signed and dated by the project officer

The reimbursement request and supporting documentation should be submitted electronically to darren.england@ncdenr.gov, or mailed to:

N.C. Division of Water Resources
Attn: Darren England
1611 Mail Service Center, Raleigh, NC. 27699-1611

Grant Payments

The department will normally pay the grantee by check or electronically within 30 days of receipt of the statement of expenses, provided the expenses are in accordance with the project information shown in the initial request or as amended.

If the grantee decides that significant changes to a project are necessary, the grantee must send a request in writing to DWR and receive approval of those changes from the DWR. Unapproved changes will not be eligible for state cost-sharing.

Grant funds will be available for use by the grant recipient for two years from the grant contract execution date. The contract may be extended for up to one year if the grantee requests such an extension in writing, and the DWR approves this request in writing.

Project Close-Out

The grantee shall notify DWR upon project completion and provide DWR with a scaled version of the most recent set of permit, as-built/record, or construction drawings electronically in an Adobe PDF format prior to the close-out site visit. Applicants who are awarded funding for Feasibility/Engineering Studies shall provide DWR with the associated summary report(s) and deliverables in an electronic format.

The DWR Grant Administrator will schedule an inspection of the completed project with a representative of the grantee. However, DWR may substitute its personnel with that of other state or federal agencies that are located closer to the project to minimize the state's costs. This close-out inspection will verify that construction was done in accordance with the information provided in the grant application, along with the approved plans and specifications.

The grantee shall address any remedial or compliance actions identified during this close out inspection prior to DWR project acceptance. After the project is inspected and accepted, DWR will review the accounting statements and request the department to reimburse the grantee for the remaining 10% of the department's share of the non-federal cost.

Attachment 1 – Grant Reimbursement Example for 50/50 Match

Project Cost: \$100,000

Federal Cost Share: \$50,000

Non-Federal Cost Share: \$25,000

DWR Grant Award: \$25,000

Invoice #1	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$200.00	\$4,800.00	\$2,000.00		

Total Expenditure	\$7,000.00
50% Reimbursement	\$3,500.00
Payment Amount	\$3,500.00

Invoice #2	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$250.00			\$750.00	\$29,000.00

Total Expenditure	\$30,000.00
50% Reimbursement	\$15,000.00
Payment Amount	\$15,000.00

Invoice #3	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$250.00			\$1,000.00	\$47,000.00

Total Expenditure	\$48,250.00
Remaining DWR Grant Amount	\$6,500.00
10% Withholding	\$2,500.00
Payment Amount	\$4,000.00

Payments	Amount
#1	\$3,500.00
#2	\$15,000.00
#3	\$4,000.00
#4 (Post close-out)	\$2,500.00
Total DWR Payment	\$25,000.00

DWR Water Resources Development Grant Application - Spring 2017 Cycle													
Please enter information into yellow cells in each labeled sheet listed below. Complete <i>In-Kind Budget Notes</i> for any budget item where in In-kind amount is listed.													
	Contact Information												
	Project Information												
	Project Narrative												
	Treatments												
	Benefits & Evaluation Criteria												
	In-Kind Budget Notes												
NOTES													
The former grant Application Form in pdf format is no longer required.													
Applicants are strongly encouraged to read the <i>Grant Guidelines</i> document that can be viewed or downloaded from the grant website below prior to competing this application.													
A complete Application Package consists of: 1.) all completed sheets of this Excel file, 2.) scaled conceptual project plan/map, 3.) signed Model Resolution form, & 4.) signed No Conflict of Interest form. Additional supplementary documentation (reports, photos, etc.) are not required but can be provided as separate attachments via email. NRCS forms are required for NRCS-EQIP Stream Restoration Projects.													
Applicant has to be a unit of local government. Primary Contact is Applicant's representative responsible for project oversight and management. Project Supporter is any additional organization or individual who officially supports project.													
Some data entry cells have a dropdown list to select a specific category. Hover over cells with a red arrow in the upper right corner to see additional comments.													
A scaled conceptual plan/map is required that should directly reflect the proposed locations of all project elements listed in the project narrative.													
The required <i>Model Resolution</i> and <i>No Conflict of Interest</i> forms can be downloaded from the grant website below.													
Applicant or Primary Contact shall include a letter of support on official letterhead of any organization listed as a <i>Project Supporter</i> on the <i>Project Information</i> sheet.													
For additional information, please see Water Resources Development Grant website below or contact Grant Administrator Amin Davis (919-707-9132 / amin.davis@ncdenr.gov). https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/financial-assistance													
When all sheets of this application are complete please save and email this Excel file, along with all supplementary application package elements to: amin.davis@ncdenr.gov.													

Provided by Administrator	Please Add Title after name for Applicant & Primary Contact . Ex: Jane Doe, Town Administrator		<p>Applicant is the eligible unit of local government.</p> <p>Primary Contact is Applicant's representative responsible for project oversight and management.</p> <p>Project Supporter is any additional organization or individual who officially supports project. Applicant, Primary Contact require complete information. Project Supporters only need to enter name of agency/organization.</p>							
WRDPG_Prj_ID	Contact_Name	Contact_Agency	Contact_Type	Contact_Address	Contact_City	Contact_State_Abbr	Contact_Zip	Contact_Phone	Contact_Phone_Ext	Contact_Email
88	Ben E. Williams, Asst. Town Manager	Town of Winterville, NC	Applicant	PO Box 1459	Winterville	NC	28590	252-215-2499	n/a	ben.williams@winterville.nc.gov
88	Ben E. Williams, Asst. Town Manager	Town of Winterville, NC	Primary Contact	PO Box 1459	Winterville	NC	28590	252-215-2499	n/a	ben.williams@winterville.nc.gov
88		City of Greenville Recreation and Parks Dept.	Project Supporter							

**RESOLUTION AUTHORIZING THE FILING OF A
NCDENR DIVISION OF WATER RESOURCES
PROJECT DEVELOPMENT GRANT STUDY APPLICATION**

WHEREAS, the Winterville Town Council desires to sponsor a study of Fork Swamp Canal Greenway to more accurately determine project costs, benefits, and design of trail infrastructure improvements and

BE IT RESOLVED, The Council requests the State of North Carolina to provide financial assistance to Town of Winterville for an engineering study of Fork Swamp Canal Greenway, in the amount of \$35,000 or 50 percent of the study costs (or non-federal portion), whichever is the lesser amount;

BE IT FURTHER RESOLVED, The Council assumes full obligation for payment of the balance of the study costs (or non-federal portion);

BE IT FURTHER RESOLVED, The Council will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.

Adopted by the Winterville Town Council this the 12th day of June, 2017.



Douglas A. Jackson
Douglas A. Jackson, Mayor

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

Provided by Administrator	Project Name. Please include name of nearest waterbody in Project Name for stream restoration projects. For Phased projects, please include Phase ID at the end of the Project Name. Example: Big Creek Stream Restoration-Phase II.	Select from the choices below using pull-down arrow.	Amount requested from DWR	Most recent date this application was completed or revised (mm/dd/yr)
WRDPG_Prj_ID	WRDG_Name	Eligible_Purpose	Amount Requested	Application_Date
88	Town of Winterville - Fork Swamp Canal Greenway	Feasibility/Engineering Study	\$35,000.00	06/29/17
		EP_Short	Typical Projects, But Not Limited To...	
		General Navigation	Dredging, navigation hazard removal	
		Recreational Navigation	Dredging, navigation hazard removal	
		Water Management	Stormwater control measures (BMPs), living shorelines, drainage, flood control	
		Stream Restoration	Stream restoration, stream stabilization, dam&aquatic barrier removals	
		Water-Based Recreation	Trails, greenways, structures including land acquisition & development	
		Feasibility/Engineering Study	Dam Removal, Hydrologic Study, Water Management Plan, Watershed Improvement Plan	
		NRCS EQIP Stream Restoration	Western Stream Initiative	

8 by
trator

Brief description of the project scope (what's being proposed) & justification (why it's being proposed). For stream restoration & water management projects, justification briefly state what the impairment is and how the scope will specifically address the impairment. For Phased projects, please describe overall phasing plan and indicate what phase of project funds are currently being requested for. Additional supplementary documentation (i.e., maps, conceptual plans, reports, photos, etc.) should reflect phase applicable, and shall be provided as separate attachments via email.

Prj_ID	Project_Scope_Need
8	<p>The proposed project will evaluate and perform surveying, environmental scoping and design (construction plans and specifications) of approximately 12,700 linear greenway trail extending from Vernon White Road (NCSR 1130) (Lat. 35.537184 Long. -77.387512) along drainage named (Long Branch) and unnamed tributaries to Swamp Canal, as well as along the Fork Swamp Canal itself. The southern termination of the corridor is located at Worthington Road (NCSR 1711) (Lat. 35.524539 Long. -77.379547). A connection (pedestrian bridge) to the 90-acre City of Greenville owned and operated Boyd Lee Park will also be a component of the project. The Town currently owns two parcels located along the proposed greenway corridor. Pitt County Tax Parcel No. 64948 is a 21.5-acre parcel located at Old Tar Road (NCSR 170) extends along Long Branch to the confluence with Fork Swamp Canal. Pitt County Tax Parcel No. 66146 is a 14.6-acre parcel located at the end of East Main Street adjacent to the Pitt County – Southeastern Drainage District Fork Swamp Drainage Laterals 26 & 26A. These two Town-owned parcels will be utilized as trailhead/destination locations. This project will be the initial phase of a network along Fork Swamp Canal connecting the Town of Winterville and City of Greenville (specifically Boyd Lee Park and Paramore Park). The proposed greenway project has been identified and included in the following, previously mentioned, planning documents (see included excerpts): Town of Winterville – Parks and Recreation Comprehensive Master Plan 2016 , Town of Winterville – Comprehensive Pedestrian 2009, Greenville Area MPO Active Transportation Plan 2017. A feasibility study was conducted in 2009 on the Town-owned parcel (PIN 66146) located at the east-end of East Main Street. This study evaluated environmental conditions on the site and the possible development of a nature park. Benefits and outcomes resulting from the proposed project will include, but not be limited to the following:</p> <ul style="list-style-type: none"> • Connectivity to neighborhoods and school(s) • Pedestrian connectivity from residential neighborhoods to Boyd Lee Park (immediate) and Paramore Park (future) • Multi-jurisdiction Connectivity (Town of Winterville and City of Greenville) • Pedestrian access and environmental education opportunities along two surface water features (Long Branch and Fork Swamp Canal) • Utilization of available Town-owned land as major trailheads/destinations. <p>During the proposed project (planning, design and eventual construction) partnerships with the following entities and agencies will be developed:</p> <ul style="list-style-type: none"> • Town of Winterville • City of Greenville (see included letter of support from Recreation and Parks Dept.) • Pitt County • North Carolina Department of Transportation (NCDOT) • Pitt County - Southeastern Drainage District • NCDEQ – Division of Water Resources • Parks and Recreation Trust Fund (PARTF) • Land and Water Conservation Fund (LWCF) • Clean Water Management Trust Fund (CWMTF)



PROJECT NARRATIVE

Fork Swamp Canal Greenway Town of Winterville, North Carolina June, 2017

The Town of Winterville is a full-service municipality - located centrally in the eastern portion of North Carolina in Pitt County (coastal plain region of the state). Located immediately south of Greenville (NC), the town is part of the Greenville Metropolitan Statistical Area (MSA), which has a population of nearly 200,000 people. Winterville is regularly acknowledged as a small town with big city amenities – a place where people can earn a good living without the problems of big-city life.

Today, the Town of Winterville boasts a strong economy with a growing and skilled work force with easy access to major markets. The Town is very business friendly, with an active Chamber of Commerce to assist businesses both large and small. Winterville also has the lowest tax rate in Pitt County. Residents work to make their community a great place to live and a great place to do business. Some of the major industries include metal fabrication, machine assembly, and financial services. The rural character and small-town identity of Winterville have been preserved through the years, even as nearby urban areas have continued to annex additional adjacent property. Residents of Winterville respect their land; and, their rural personality is reflected in a variety of programs and activities which contribute to the relaxed, family-oriented lifestyle for which the community has become increasingly well known.

The total land area of the Town of Winterville is approximately 2.5 square miles (no major waterbodies). The population of Winterville is approximately 9,600 and (at times) has grown explosively at a rate of approximately 1,000 new residents per year.

Regardless of the population estimates used to project the future growth of Winterville, good planning practices will help to maintain and enhance the quality of life enjoyed by today's and tomorrow's residents.

The recommended standard is 0.5 miles of walking trails per 1,000 residents. Based on this standard and the Town's current population, the Town should have approximately 4.8 miles of walking trails. While the Town of Winterville only has 0.55 miles of trails in its network currently, there have been several significant planning efforts completed pertaining to greenways and other multi-modal type facilities. Greenway trails, and those activities they support, continually score at the top of public input method used in gathering feedback. This may be due to the flexibility and broad user groups that greenway trail facilities offer. This project will significantly help in reducing the current short-fall in greenway/trail facilities.



Ultimately, an expanded greenway network will connect several destinations within the Town including parks, schools, assisted living communities and shopping centers to each other as well as provide safe transportation paths to Downtown, residential neighborhoods as well as tie to other neighboring community trail systems and larger regional destinations.

Winterville intends to coordinate future planning efforts with other town projects, as well as any adjacent municipalities, to maximize efforts and minimize cost. Additional connections will be explored and developed as opportunities arise.

Proposed Project Description and Purpose

The proposed project will evaluate and perform surveying, environmental scoping and design (construction plans and specifications) of approximately 12,700 linear feet of greenway trail extending from Vernon White Road (NCSR 1130) (Lat. 35.537184 Long. -77.387512) along drainage named (Long Branch) and unnamed tributaries to Fork Swamp Canal, as well as along the Fork Swamp Canal itself. The southern termination of the corridor is located at Worthington Road (NCSR 1711) (Lat. 35.524539 Long. -77.379547). A connection (pedestrian bridge) to the 90-acre City of Greenville owned and operated Boyd Lee Park will also be a component of the project.

The Town currently owns two parcels located along the proposed greenway corridor. Pitt County Tax Parcel No. 64948 is a 21.5-acre parcel located at Old Tar Road (NCSR 1700) and extends along Long Branch to the confluence with Fork Swamp Canal. Pitt County Tax Parcel No. 66146 is a 14.6-acre parcel located at the end of East Main Street and is adjacent to the Pitt County – Southeastern Drainage District Fork Swamp Drainage Laterals 26 & 26A. These two Town-owned parcels will be utilized as trailhead/destination locations. This project will be the initial phase of a network along Fork Swamp Canal connecting the Town of Winterville and City of Greenville (specifically Boyd Lee Park and Paramore Park)

The proposed greenway project has been identified and included in the following, previously mentioned, planning documents (see included excerpts): Town of Winterville – Parks and Recreation Comprehensive Master Plan 2016 , Town of Winterville – Comprehensive Pedestrian Plan 2009, Greenville Area MPO Active Transportation Plan 2017. A feasibility study was conducted in 2009 on the Town-owned parcel (PIN 66146) located at the east-end of Main Street. This study evaluated environmental conditions on the site and the possible development of a nature park.

Benefits and outcomes resulting from the proposed project will include, but not be limited to the following:

- Connectivity to neighborhoods and school(s)
- Pedestrian connectivity from residential neighborhoods to Boyd Lee Park (immediate) and Paramore Park (future)



- Multi-jurisdiction Connectivity (Town of Winterville and City of Greenville)
- Pedestrian access and environmental education opportunities along two surface water features (Long Branch and Fork Swamp Canal)
- Utilization of available Town-owned land as major trailheads/destinations.
- Increased property values
- Alternative pedestrian options

During the proposed project (planning, design and eventual construction) partnerships with the following entities and agencies will be developed:

- Town of Winterville
- City of Greenville (see included letter of support from Recreation and Parks Dept.)
- Pitt County
- North Carolina Department of Transportation (NCDOT)
- Pitt County - Southeastern Drainage District
- NCDEQ – Division of Water Resources
- Parks and Recreation Trust Fund (PARTF)
- Land and Water Conservation Fund (LWCF)
- Clean Water Management Trust Fund (CWMTF)

Provided by Administrator				
Numbers in () represent maximum score for each criteria. A maximum of 25 additional points will be added by Program Administrator based on Benefits to State Owned Properties, Financial Resources & Regional Benefits				
WRDPG_Prj_ID	Economic Benefits (10)	Social Benefits (10)	Environmental Benefits (35)	Environmental Impacts (20)
88	Economic benefits of the proposed project include providing a more attractive community for potential businesses, safer routes for bicyclists, pedestrians, and children going to school, and higher property values and taxes. Businesses want to locate in the same kinds of communities that home buyers want to live in. Places perceived as safe and attractive, with opportunities for walking and trail activities are more appealing for businesses and their employees. Their may also be the opportunity for new business creation more directly associated with outdoor/hiking activities.	<p>The proposed greenway design will contain a nature park trailhead and environmental education components. Connectivity between existing neighborhoods and parks will result from the project providing safer alternative transportation options and encouraging healthier lifestyles. Interconnectivity between the Town of Winterville and the City of Greenville will also be achieved through the project. During the proposed project (planning, design and eventual construction) partnerships with the following entities and agencies will be developed:</p> <ul style="list-style-type: none"> • Town of Winterville • City of Greenville (see included letter of support from Recreation and Parks Dept.) <ul style="list-style-type: none"> • Pitt County • North Carolina Department of Transportation (NCDOT) <ul style="list-style-type: none"> • Pitt County - Southeastern Drainage District • NCDEQ – Division of Water Resources • Parks and Recreation Trust Fund (PARTF) • Land and Water Conservation Fund (LWCF) • Clean Water Management Trust Fund (CWMTF) 	<p>The proposed engineering will not directly address a documented environmental problem. The eventual property acquisition and development of the greenway will result in protection of riparian and wetland areas.</p>	<p>The proposed project's potential corridor will be adjacent to jurisdictional surface water features, within wetlands, and some floodplain areas. Environmental permitting scoping will be performed during the project. Attempts to avoid and minimize environmental impacts will be taken during design with consideration being given to trail alignment, materials, and construction means and methods.</p>
Examples	Discuss Economic Benefits such as: Economic Development, Eco-tourism, Effectiveness Monitoring, Local Job Creation/Retention, Reduced Maintenance Costs. Also discuss any Leveraged Funding Sources if applicable.	Discuss social benefits related to this project such as: Collaborative Partnerships, Community Development & Revitalization, Environmental education/STEM, Improved Physical Fitness/Recreation, Improved Safety, within/connectivity to Significant Cultural Heritage Area.	Discuss environmental benefits of this project such as: Air Quality, Conservation, Drainage & Flooding, Floodplain Reconnection, Aquatic & Terrestrial Habitat, Habitat Reconnection, Invasive Species Removal, Nutrient Reduction, Pollutant Reduction, Riparian Buffer Restoration, Sediment Reduction, Streambank/Shoreline Stabilization, Stormwater Attenuation, Water Conservation/Reuse, Water Temperature Regulation.	Discuss potential environmental impacts of the project and how these impacts will be minimized such as: Aquatic Habitat Disturbance, Land Disturbance, Low-Impact Development, Impervious Surface Addition, Riparian Buffer Disturbance and Vegetation Removal.
Evaluation Scoring	Maximum points for demonstration that all items in the description have been addressed and will benefit from the project. Project implements an existing development plan-2 points	Maximum points for demonstration that all items in the description will be initiated or improved by this project	Maximum points for demonstration proposed project will address a documented environmental problem or protect a valuable resource area (see weblinks below). Examples include: Headwater area, 303(d) listed or Impaired Waterbody/Parameter, DWR Nutrient Management Strategy or Water Supply Watershed, existing Water Resource Prioritization/ Protection/ Restoration Plan, within same 12-digit HUC of previous watershed improvement project.	Maximum points for demonstration that all items in the description have been minimized or otherwise addressed and that the project will result in minimal environmental impacts in the project area or adjacent areas. Maximum points also for multiple low-impact development elements.
	Eco-tourism	Environmental Education STEM	CWMTF Primary Resource Benefits (pp.1-2) SEPA Valuable Resources (15A NCAC 01C.0306)	NC DEQ Impact Guidance (pp.55-58)

Project Name: Town of Winterville - Fork Swamp Canal Greenway

Date: 06/29/17

		DWR	Local Match	Other Non-Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
0.00%	Administration						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
80.00%	Design						
	Cash	\$22,500.00	\$77,500.00			\$77,500.00	\$100,000.00
	In-kind					\$0.00	\$0.00
4.00%	Permitting						
	Cash	\$2,500.00	\$2,500.00			\$2,500.00	\$5,000.00
	In-kind					\$0.00	\$0.00
16.00%	Survey						
	Cash	\$10,000.00	\$10,000.00			\$10,000.00	\$20,000.00
	In-kind					\$0.00	\$0.00
0.00%	Construction Oversight						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Construction						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Construction Materials						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Plant Materials						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Education						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Monitoring						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Land						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
	Cash Sub-total	\$35,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	\$125,000.00
	In-kind Sub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total	\$35,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	\$125,000.00

DWR Total =	\$35,000.00
DWR Match % =	28.00%

Local + Non-Fed Total =	\$90,000.00
Local + Non-Fed Match % =	72.00%

Non-Federal % =	100.0%
Federal % =	0.0%

Provided By Administrator	Category	References	In-Kind Description
WRDPG_Prj_ID			
88	Administration		n/a
88	Design		n/a
88	Permitting		n/a
88	Survey		n/a
88	Construction Oversight		n/a
88	Construction	See https://www.independentsector.org/resource/the-value-of-volunteer-time/ to assist with estimating value of volunteer labor:	n/a
88	Construction Materials		n/a
88	Plant Materials		n/a
88	Education	Providing tours, signage, etc.	n/a
88	Monitoring	Effectiveness monitoring for water quality, vegetative survival, etc.	n/a
88	Land	<p>Land/easements value can be used as a match. This valuation may be based on a current or recent appraisal, or the current property tax valuation assessed by the the County Tax Assessor's Office.</p> <p>Appraisals are required if the total value of any given parcel exceeds \$100,000. The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office (SPO).</p> <p>In-kind credit can only be claimed for land/easements donated for the project, not property currently owned by the local government or with easements currently in place.</p>	n/a

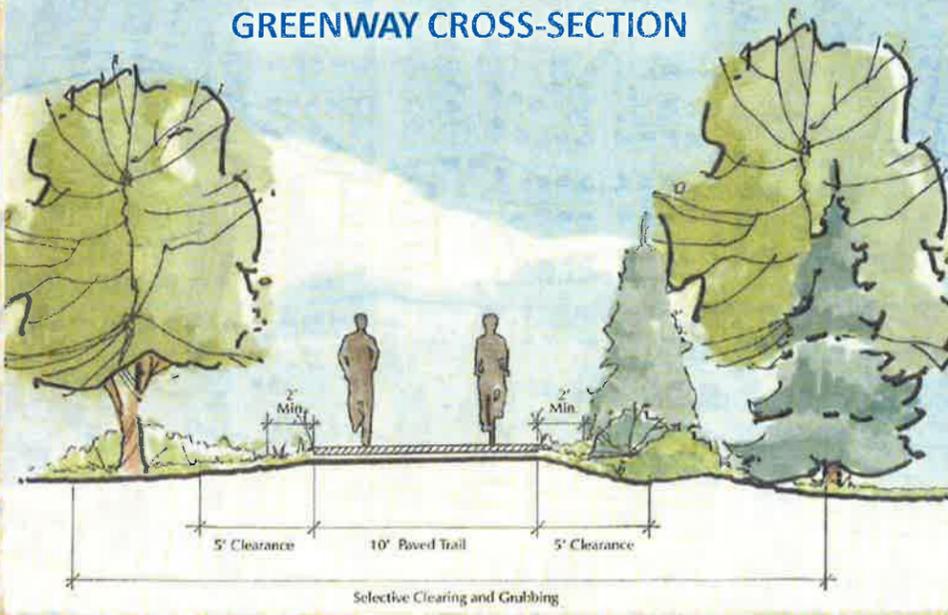


LEGEND

- EXISTING LOT LINES
- EXISTING STREAM/CREEK
- 500 YEAR FLOODPLAIN
- 100 YEAR FLOODPLAIN
- FLOODWAY
- POTENTIAL CORRIDOR
- PROPOSED TRAIL HEAD
- PROPOSED PARKING LOT



GREENWAY CROSS-SECTION



SKETCH PLAN
TOWN OF WINTERVILLE
GREENWAY EXHIBIT
 TOWN WINTERVILLE, PITT COUNTY, NC

SCALE 1" = 750'	DATE 6-26-2017	SHEET 1 of 1
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I. WINTERVILLE TO BOYD LEE PARK

Project length: 2.7 miles

Facility Types: Greenway, buffered bike lanes, shared lane markings, sidewalk, crossing improvements

Jurisdiction: City of Greenville, Town of Winterville

Trip Generators: H. Boyd Lee Park, Downtown Winterville, businesses north of the Main St/Old Tar Rd intersection, multiple residential areas

Previous Planning: 2011 Greenville Bicycle & Pedestrian Plan, 2009 Winterville Pedestrian Plan

ROW needs: None

Partnerships: City of Greenville, Town of Winterville, downtown Winterville businesses, businesses north of the Main St/Old Tar Rd intersection, CSX

Estimated Construction Costs: \$2,480,000

Project Details

Construct greenway from the eastern terminus of Main St to Boyd Lee Park, utilizing town owned property between Main St and the park.

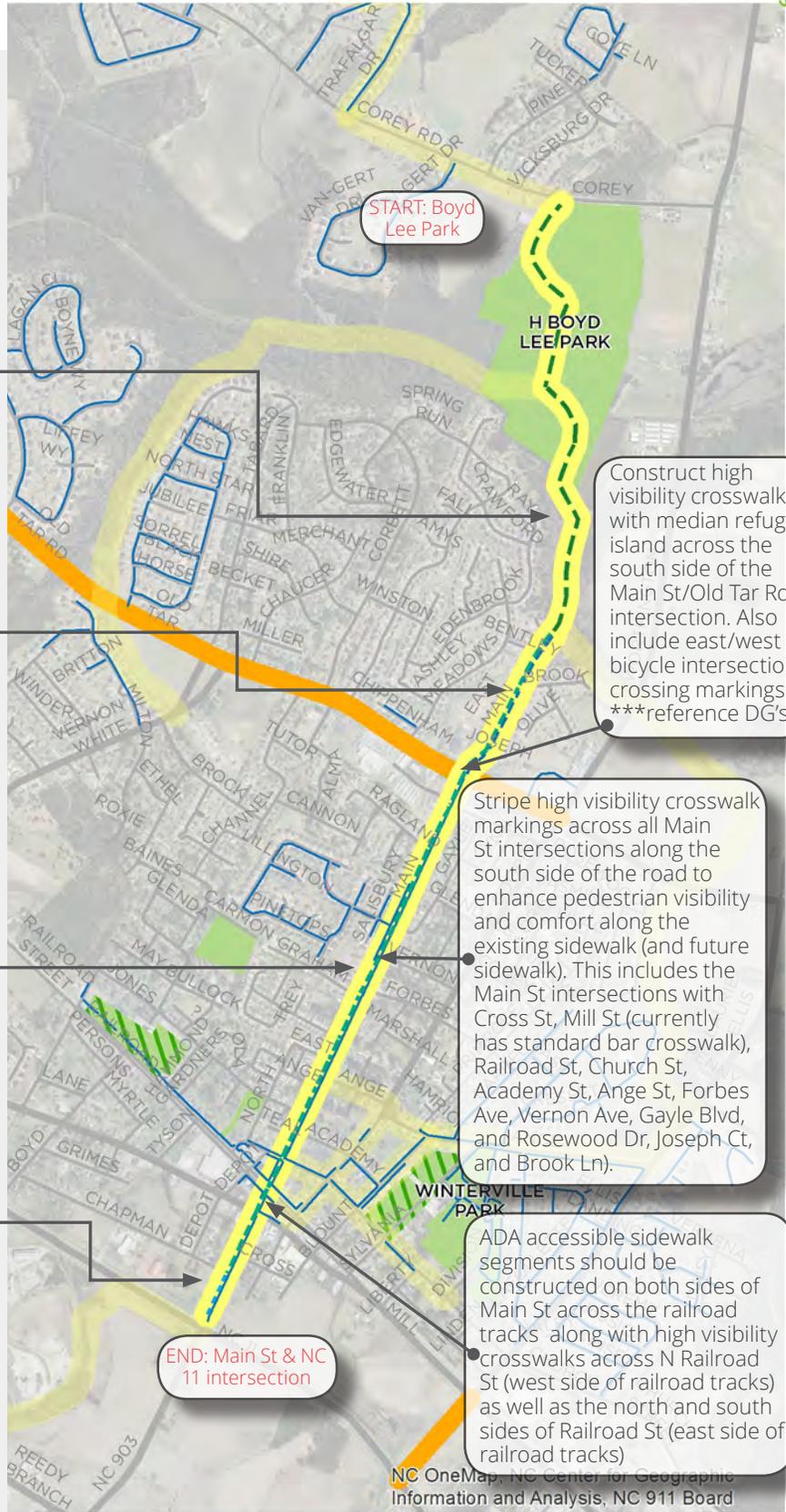
Construct sidewalk on the south side of Main St from Old Tar Rd to the eastern terminus of Main St. Stripe buffered bike lanes along this section of Main St within the existing pavement width (38'-40'). Bike lanes are currently striped along this section, but parking is also used along this space - consider removing on-street parking along this stretch.

Restripe Main St from Chapman St to Old Tar Rd to two travel lanes and buffered bike lanes within the existing pavement width (36'-40', AADT = 4,600-6,000). This requires removal of the center turn lane between Graham St and Old Tar Rd and the removal of seven parking spaces along the south side of Main St between Mill St & N Railroad St in downtown Winterville. Other options for bicycle facilities along this stretch would require significant investment in roadway widening or sidepath construction.

Implement neighborhood bikeway treatments (shared lane markings) along Main St from Chapman St to NC 11.

*Installing separated bicycle facilities will significantly enhance the pedestrian level of service along this stretch of Main St by adding to the minimal buffer space that currently exists between pedestrians and automobile traffic.

*This section along Main Street from the NC 11 intersection to Boyd Lee Park should be designated as NC bike route 2B.



Existing	Proposed
Sidewalk	Sidewalk
In Development	Shared Use Path
	Buffered Bike Lane
	Neighborhood Bikeway

Strategic Bikeway/Pedestrian Network



J. WINTERVILLE GREENWAY

Project length: 1.7 miles

Facility Types: Greenway, crossing improvements

Jurisdiction: City of Greenville, Town of Winterville, Pitt County

Trip Generators: H. Boyd Lee Park, multiple residential areas

Previous Planning: 2011 Greenville Bicycle & Pedestrian Plan, 2009 Winterville Pedestrian Plan

ROW needs: Part of greenway segment along Fork Swamp from the Cedar Ridge Dr neighborhood to H. Boyd Lee Park; greenway segment between Old Tar Rd and Vernon White Rd

Partnerships: City of Greenville, Town of Winterville, Pitt County, Redevelopment stakeholders (potential development between southern terminus of Signature Dr and Keene Park)

Estimated Construction Costs: \$2,650,000

Project Details

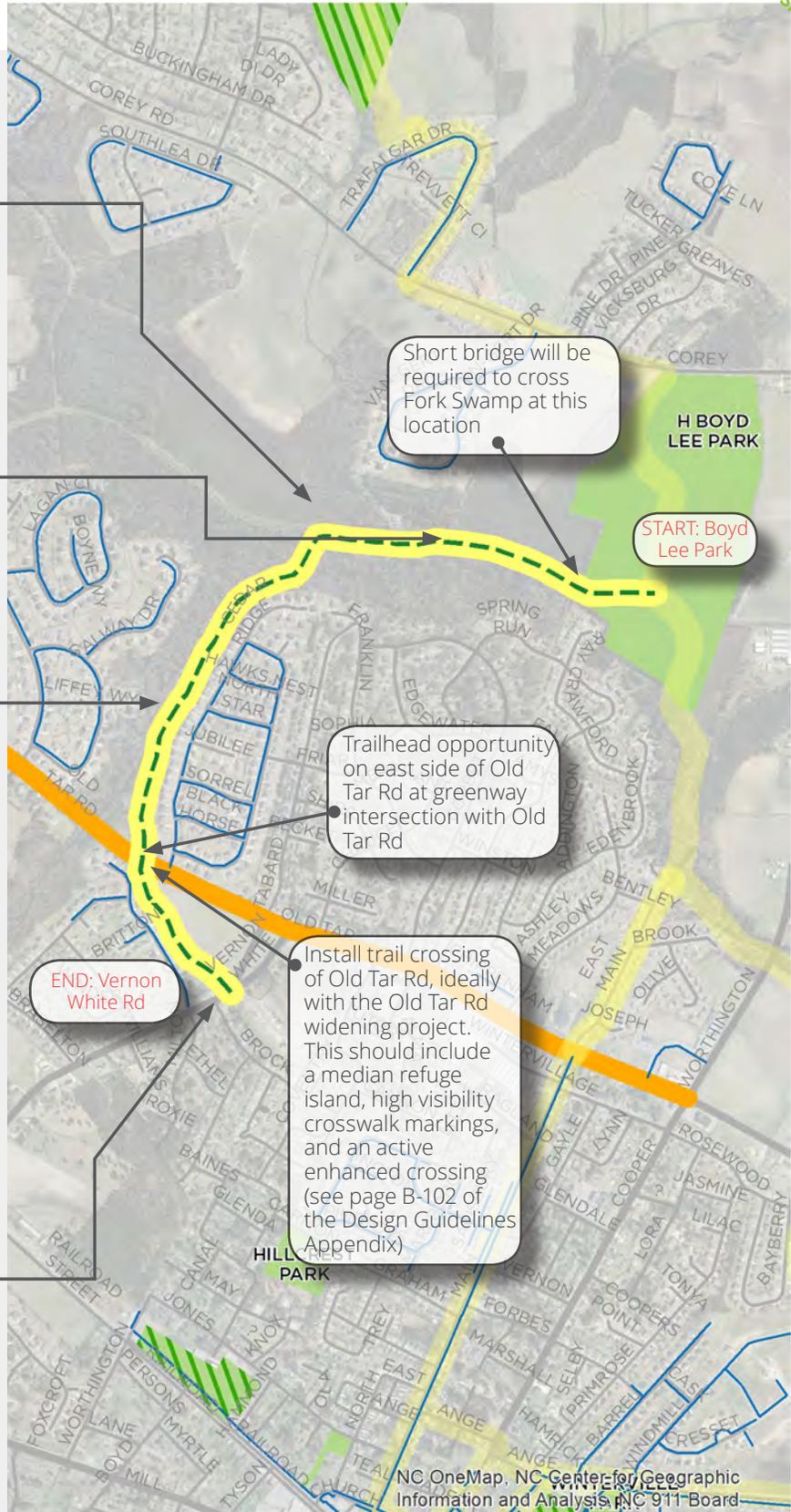
Construct greenway from Boyd Lee Park to Vernon White Rd.

This proposed section runs north/south along the west side of the Fork Swamp - part of this section is owned by the Town of Winterville.

This proposed section runs east/west from the Fork Swamp to Old Tar Rd. The greenway should follow Town of Winterville property which is complete along this corridor in the space south of the Fork Swamp branch and the Cedar Ridge Dr properties.

This proposed section runs northeast/southwest from Old Tar Rd to Vernon White Rd. The development of this section of greenway should be coordinated with future development that is likely on this vacant land (bounded by Old Tar Rd, Vernon White Rd, and the Milton Dr residences).

A marked crosswalk should be constructed at the Vernon White Rd terminus to Bridgestone Dr. Complementary sidepaths should be extended west to Brock Ave and Milton Dr on both sides of the road as well as to Old Tar Rd to the east, at a minimum. If Vernon White Rd is widened or reconstructed as part of future development and/or roadway improvements, some type of separated bicycle facilities (and pedestrian facilities) should be included as part of the project.



NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board



Conflict of Interest Certification

Town of Winterville, NC
Organization Name hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Fork Swamp Canal Greenway
Project Name project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Fork Swamp Canal Greenway
Project Name project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest.

Town of Winterville, NC
Organization Name further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Signature: Jim V. Parker

Title: Town Manager

Date: 6/29/2017

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

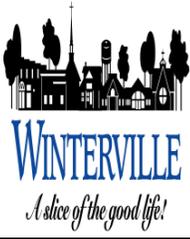
Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: February 12, 2018
Presenter: Ben Williams, Assistant Town Manager

Item to be Considered

Subject: NCDOT – Old Tar Road Widening – Sidewalks.

Action Requested: Approval to enter into agreement with NCDOT.

Attachments: Cost Estimates.

Prepared By: Ben Williams, Assistant Town Manager

Date: 2/9/2018

ABSTRACT ROUTING:

TC

FD

TM 2/9/2018

Final 2/9/2018

Supporting Documentation

Staff has been communicating with NCDOT regarding sidewalk addition the Town of Winterville's portion of the Old Tar Road widening project. The original project included 5-foot sidewalks on both sides of the corridor. As always, the Town has a cost-share of 20% of the construction cost of the sidewalk along the corridor. Should the Town choose to do additional work above and beyond the proposed 5-foot wide sidewalk, 100% of the additional cost would be the Town's responsibility. Town staff requested evaluating the installation of an 8-foot sidewalk on the east side of Old Tar Road. NCDOT and their consultant confirmed the additional sidewalk can be located within the existing/proposed right-of-way and would not require additional right-of-way acquisition. The 20% cost-share for the 5-foot sidewalk on the western side is estimated to be \$25,812. The 20% cost-share for the 5-foot sidewalk on the eastern side is estimated to be \$25,502. The estimated additional cost for making the eastern sidewalk an additional three (3) feet wider, which will 100% the Town's financial responsibility, will be \$76,315. The total cost to the Town for the 8-foot wide sidewalk on the eastern side is estimated to be a total of \$101,817. Attached is the estimate for the Town of Winterville's portion for the 8-foot wide sidewalk on the east side and for 5-foot wide sidewalk on the west side of the corridor (total of \$127,629).

Budgetary Impact: \$127,629 (estimated).

Recommendation: Approval to enter into agreement with NCDOT.

**NC-DOT
Contract Standards and Development Unit
Preliminary Estimate Section**

September 14, 2016

**Memo To: Sam St.Clair
Roadway Design Unit**

**From: Doug Lane
Preliminary Estimate Engineer**

**Subject: Preliminary Construction Cost Estimate for adding Sidewalk on
TIP Project U-2817 in the Town of Winterville, Pitt County.**

Town of Winterville (West Side - 5' WIDE)

Description	Quantity	Units	Price	Amount
Sidewalk	3,340	SY	\$32.00	\$106,880
Mobilization (5.0%)	1	LS		\$5,344
Contract Cost				\$112,224
E. & C. Cost (15%)				\$16,834
Construction Cost				\$129,058
NC-DOT Participation		80%		-\$103,246
Town of Winterville		20%		\$25,812

Note: Estimate is for Preliminary Use Only. Quantities and Unit Prices are subject to change. Replacement Sidewalk (_____ SY) is not included, only the New Sidewalk shown in current plans is included in the above cost.

CC: Gary Lovering, PE

**NC-DOT
Contract Standards and Development Unit
Preliminary Estimate Section**

January 9, 2018

**Memo To: Sam St.Clair
Roadway Design Unit**

**From: Doug Lane
Preliminary Estimate Engineer**

**Subject: Preliminary Construction Cost Estimate for adding Sidewalk on
TIP Project U-2817 in the Town of Winterville, Pitt County.**

Town of Winterville (East Side - 8' WIDE)

Description	Quantity	Units	Price	Amount
5' Wide Sidewalk (Cost Shared)	3,300	SY	\$32.00	\$105,600
Mobilization (5.0%)	1	LS		\$5,280
Contract Cost				\$110,880
E. & C. Cost (15%)				\$16,632
Construction Cost				\$127,512
NC-DOT Participation		80%		-\$102,010
Town of Winterville Cost Share on 5' Wide Sidewalk		20%		\$25,502
Additional 3' Sidewalk (NOT Cost Shared)	1,975	SY	\$32.00	\$63,200
Mobilization (5.0%)	1	LS		\$3,160
Contract Cost				\$66,360
E. & C. Cost (15%)				\$9,955
Construction Cost				\$76,315
Town of Winterville Total Cost for 8' Wide Sidewalk				\$101,817

Note: Estimate is for Preliminary Use Only. Quantities and Unit Prices are subject to change. Replacement Sidewalk (_____ SY) is not included, only the New Sidewalk shown in current plans is included in the above cost.

CC: Gary Lovering, PE



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Other Agenda Items

Meeting Date: February 12, 2018

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Reappointment of Councilwoman Veronica Roberson to the Mid-East Commission Board.

Action Requested: Reappoint Councilwoman Roberson.

Attachments: Reappointment Form

Prepared By: Terri L. Parker, Town Manager

Date: 2/8/2018

ABSTRACT ROUTING:

TC

FD

TM 2/7/2018

Final 2/7/2018

Supporting Documentation

Councilwoman Roberson's term as Mid-East Board member has expired. Staff requests that Council reappoint her for another term.

Budgetary Impact: N/A.

Recommendation: N/A.

**Municipal
Certificate of Appointment
of Membership to the
Mid-East Commission**

The municipal board of the City/Town of _____, at its
_____, 20__ meeting, appointed _____, to serve as its
representative to the Mid-East Commission Board for a term of two years beginning with
the January Board meeting.

This action was taken in accordance with the Bylaws of the Mid-East Commission
Article V, Section 3 and 4 on this _____ day of _____, 20__.

Mayor

(SEAL)



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Other Agenda Items

Meeting Date: February 12, 2018

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Petition for Reduction of Speed Limit and Installation of Speed Bumps on Gaylord Street.

Action Requested: Council Direction.

Attachments: Copy of Petition Submitted by Residents.

Prepared By: Terri L. Parker, Town Manager

Date: 2/9/2018

ABSTRACT ROUTING:

TC

FD

TM 2/9/2018

Final 2/9/2018

Supporting Documentation

Please see attached petition from residents on Gaylord Street requesting a speed limit reduction to 15 mph and the installation of speed bumps..

Budgetary Impact: TBD.

Recommendation: N/A.

PETITION TO GET SPEED BUMPS IN PLACE ON GAYLORD ST IN WINTERVILLE NC

PETITION TO ZONE AND LABEL ROAD A 15MPH ZONE

Summary of petition- People speeding down the road on a daily basis are a constant threat to our children. Someone is going to get run over if something is not done to prevent this.

PRINTED NAME

SIGNATURE

ADDRESS

PRINTED NAME	SIGNATURE	ADDRESS
Albert O'Neal	<i>Albert O'Neal</i>	2798 Gaylord St
Amanda Crowder	<i>Amanda L. Crowder</i>	2804 Gaylord St.
- Loretta Strickland	<i>Loretta Strickland</i>	2805 Gaylord St.
Sudie Manning	<i>Sudie Manning</i>	2790 Gaylord
BK DW	BK DW	2783 Gaylord St
- Deborah Bibbs	<i>Deborah Bibbs</i>	2768 Gaylord Street
Donna Miller	<i>Donna Miller</i>	2758 Gaylord St.
Billy Smith	<i>Billy Smith</i>	2750 Gaylord St
Queen Boyd	<i>Queen Boyd</i>	2716 Gaylord St.
- David Boyd	<i>David Boyd</i>	2716 Gaylord St.
Manoli Amos	<i>Manoli Amos</i>	2709 Gaylord St
Rhona Knott	<i>Rhona Knott</i>	2705 Gaylord St
Cathy Ruse	<i>Cathy Ruse</i>	2734 Gaylord St
Casey Bright	<i>Casey Bright</i>	2744 Gaylord St
Jay Canterno	<i>Jay Canterno</i>	2777 Gaylord St
Becky Garriis	<i>Becky Garriis</i>	2776 Gaylord St
James Edwards	James Edwards	2715 Gaylord St
Kevin Cozart	<i>Kevin Cozart</i>	2799 Gaylord St
Lauren Cozart	<i>Lauren Cozart</i>	2799 Gaylord St
- Michelle O'Neal	<i>Michelle O'Neal</i>	2798 Gaylord St