



# WINTERVILLE

*A slice of the good life!*

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## MAYOR AND TOWN COUNCIL

DOUG JACKSON, MAYOR

RONALD COOPER, SR.

TONY

JOHNNY MOYE

VERONICA R

MARK SMITH

## ADMINISTRATION

TERRI L. PARKER, TOWN MANAGER

BEN WILLIAMS, ASSISTANT TOWN MANAGER

JASMAN J. SMITH, TOWN CLERK

KEEN LASSITER, TOWN ATTORNEY

ALAN LILLEY, PLANNING DIRECTOR

ANTHONY BOWERS, FINANCE DIRECTOR

DAVID MOORE, FIRE CHIEF

EVAN JOHNSTON, PARKS & RECREATION DIRECTOR

TRAVIS WELBORN, PUBLIC WORKS DIRECTOR

RYAN WILLHITE, POLICE CHIEF

MIKE WELDIN, BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER



**TOWN COUNCIL AGENDA**

**March 14, 2016**

**7:00 P.M.**

**WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE** - Girl Scouts
- IV. WELCOME**
- V. APPROVAL OF AGENDA**
- VI. RECOGNITION:**
  - 1. Girl Scouts Proclamation
  - 2. Boy Scout Troop #200
  - 3. Resolution in Memory of Mr. Joe Shambley

- VII. INTRODUCTION OF NEW EMPLOYEES:**
  - 1. Tyler Coker, Electric Lineman 3<sup>rd</sup> Class, Electric Department
  - 2. Jonathan Bryant, Reserve Police Officer, Police Department

- VIII. PRESENTATIONS:**
  - 1. Update on Winterville's Strategic Plan on Economic Development
  - 2. WH Robinson Union School Alumni Association

- IX. PUBLIC COMMENT:**

*The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included on 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.*

*No public comment may be made to the Council during the meeting, except during the Public Comment period of the 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 a future meeting, or may take any other action it deems appropriate.*

**X. CONSENT AGENDA:**

*The following items are considered routine in nature and will not be discussed by the Town Council unless a citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may address an item or ask questions.*

1. Adoption of Budget Amendment 15-16-04
2. Award of Contract to Garris Grading & Paving for the 2016 Street Improvements
3. Award of Contract to SEPI Engineering for the Nobel Canal Drainage Study
4. Approval of:
  - a) February 22, 2016 Special Meeting Minutes
  - b) February 11, 2016 Special Meeting Minutes
  - c) February 8, 2016 Regular Meeting Minutes
5. Approval of National Rebuilding Today Proclamation
6. Approval of Capital Project Ordinance for the Water Tower Rehab Project

**XI. ITEMS REMOVED FROM THE CONSENT AGENDA**

**XII. OLD BUSINESS:**

1. Update on Possible Implementation of a Façade Grant Program
2. Update on Possible Implementation of a Solar Power Policy
3. Update on Traffic Calming Study for the Canterbury, Clewewood and Railroad Neighborhoods
4. Discussion of Allowed Uses in AR (Agricultural Residential) Zoning District
5. Approval of Engineering Services Agreement for the Elevated Water Rehab and Water Distribution

**XIII. NEW BUSINESS:**

1. Naming of the New Concession Stand at the Winterville Recreation Park

**XIV. OTHER AGENDA ITEMS**

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

**XVI. REPORTS FROM TOWN ATTORNEY, TOWN MANAGER, AND DEPARTMENT HEADS**

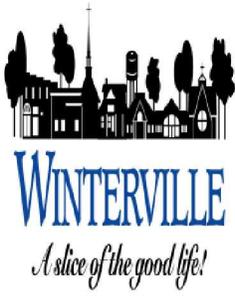
**XVII. REPORTS FROM THE MAYOR AND TOWN COUNCIL**

**XVIII. ANNOUNCEMENTS**

**XIX. CLOSED SESSION PURSUANT TO NCGS § 143-318.11 (a) (5):** To establish, or to instruct the public body's negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.  
**300 Sylvania Street**

**XX. ADJOURN**

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



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Rec

**Meeting Date:** March 14, 2016

**Presenter:** Mayor Douglas A. Jackson

**Item to be Considered**

**Subject:** Adoption of Proclamation in Honor of 102<sup>nd</sup> Anniversary of Girl Scouts.

**Action Requested:** Mayor to Present Proclamation.

**Attachments:** Proclamation.

**Prepared By:** Jasman J. Smith, Town Clerk

**Date:** 3/4/2

**ABSTRACT ROUTING:**

TC 3/2/16-JJS

FD \_\_\_\_\_

TM tlp – 03/3/2016

Final

**Supporting Documentation**

March 12<sup>th</sup> 2016, marks the 103<sup>rd</sup> anniversary of Girl Scouts. The Girl Scouts were founded by Gordon Low in 1912 in Savannah, Georgia. Throughout its distinguished history, Girl Scouts has inspired millions of girls and women with the highest ideals of courage, confidence, and character. Girl Scouts are in partnership with more than 10,000 adult volunteers, and the Girl Scouts – North Carolina Coastal Pines serves more than 35,000 girl members in 41 central and eastern North Carolina counties, including 350 adult and 1,375 girl members in Pitt County. Attached is the Proclamation.



***PROCLAMATION***  
***Girl Scouts Week***  
***March 6-12, 2016***

**WHEREAS**, March 12, marks the 104th anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah, Georgia; and,

**WHEREAS**, throughout its distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of courage, confidence, and character; and,

**WHEREAS**, through the Girl Scout Leadership Experience girls gain knowledge and develop skills that will serve them a lifetime so that they may contribute to their communities;

**WHEREAS**, Girl Scouting takes an active role in increasing girls' awareness of the opportunities available to them today in science, technology, engineering, math and the arts as well as other fields that can expand their horizons; and,

**WHEREAS**, Girl Scouts has shaped the lives of 53 percent of female senior executives and business owners, 60 percent of women in Congress, and virtually every female astronaut;

**WHEREAS**, more than 2.7 million current Girl Scout members nationwide will be celebrating 104 years of this American tradition, with nearly 50 million women who are former Girl Scouts and living proof of the impact of this amazing Movement;

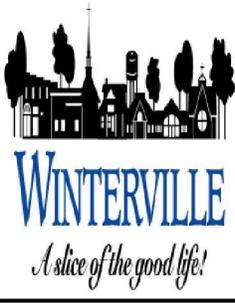
**WHEREAS**, in partnership with over 9,000 adult volunteers, Girl Scouts – North Carolina Coastal Pines serves nearly 26,000 girl members in 41 central and eastern North Carolina counties, including 1,700 adult and girl members in Pitt County.

**NOW, THEREFORE, I Douglas A. Jackson, Mayor of the Town of Winterville** by the authority vested in me as Mayor of Winterville, NC, do hereby applaud the commitment Girl Scouting has made to support the life and leadership development of girls and proudly proclaim the week of March 6-12, 2016, as Girl Scout Week in Winterville, NC.

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Douglas A. Jackson, Mayor

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Great Seal of the Town of Winterville, NC.



## Town of Winterville Town Council Agenda

Item Section: Re

**Meeting Date:** March 14, 2016

**Presenter:** Councilman Ron Cooper

### Item to be Considered

**Subject:** Boy Scout Troop #200

**Action Requested:** Recognize Said Troop

**Attachments:** N/A

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 3/2/2

**ABSTRACT ROUTING:**

TC 3/3/2016 JJS

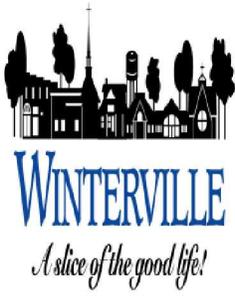
FD \_\_\_\_\_

TM tlp - 3/2/2016

Final

### Supporting Documentation

Ashley Dail, Troop Master and his Troop, Boy Scout Troop #200, will be in attendance at the meeting to meet a requirement in order for them to obtain their Citizenship Merit Badge requirements. Ron Cooper would like recognize Troop #200 for their attendance and their Merit Badge achievement.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Rec

**Meeting Date:** March 14, 2016

**Presenter:** Mayor Douglas A. Jackson

**Item to be Considered**

**Subject:** Resolution in Memory of Mr. Joe Shambley who served on the Winterville Planning

**Action Requested:** Adoption of Resolution and Mayor to Present Resolution.

**Attachments:** Resolution to be presented at the meeting

**Prepared By:** Jasman J. Smith, Town Clerk

**Date:** 3/8/2

**ABSTRACT ROUTING:**

TC 3/8/16-JJS

FD \_\_\_\_\_

TM 3/9/2016

Final

**Supporting Documentation**

Mr. Joe Shambley passed away on Friday, March 4, 2016. He served on the Winterville Planning Commission and faithfully served as a member up until his death. He was a resident of Winterville and an outstanding member of our community

*RESOLUTION IN MEMORY  
OF  
JOE SHAMBLEY*

**Whereas**, the people of the Town of Winterville, North Carolina were greatly grieved when their friend and faithful servant, Joe Shambley, was taken from them on March 4, 2016; and

**Whereas**, Joe Shambley served as a member of the Winterville Planning and Zoning Board and served with honor and distinction until his death on March 4, 2016; and

**Whereas**, Joe Shambley was a long time resident of Winterville and was an outstanding citizen and community member;

**Whereas**, we mourn his loss and extend to his wife and extended family, our sincere sympathy and express our appreciation for his leadership, foresight, selflessness, and dedication.

**Now, Therefore, Be It Resolved** that the Town Council of the Town of Winterville does hereby express its deep sorrow at the passing of Joe Shambley whose life and memory we are proud to honor. We acknowledge today that Joe Shambley lived his life as a living testimony of the God in whom he trusted. He was truly a virtuous man.

**Be It Further Resolved** that the Town of Winterville Town Council, as evidence of our sympathy and respect, this Resolution to be spread upon the record this 14<sup>th</sup> day of \_\_\_\_\_ and presented with heartfelt condolences to the bereaved family.

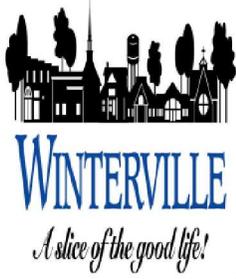
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**Douglas A. Jackson, Mayor**

**ATTEST:**

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**Jasman J. Smith, Town Clerk**



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Pr

**Meeting Date:** March 14, 2016

**Presenter:** Stephen Penn, Economic  
Development Planner

**Item to be Considered**

**Subject:** Update on Winterville's Strategic Plan on Economic Development - 2 Year Review

**Action Requested:** Receive Report

**Attachments:** Items pertaining to this item will be handed out at the Meeting.

**Prepared By:** Stephen Penn, Economic Development Planner

**Date:** 3/2/2

**ABSTRACT ROUTING:**

TC 3/3/2016 jjs

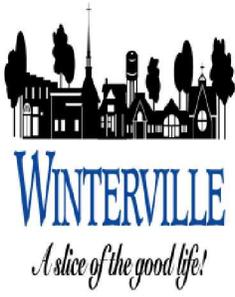
FD \_\_\_\_\_

TM 3/3/2016

Final

**Supporting Documentation**

Stephen Penn, Economic Development Planner, will share his December 2015 Review of Winterville on the Strategic Plan for Economic Development.



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Pre

**Meeting Date:** March 14, 2016

**Presenter:** Phyllis Barrett, WH Robinson Alumni  
President

**Item to be Considered**

**Subject:** WH Robinson Union School Alumni Association Donation

**Action Requested:** Presentation of Donation to the Sheppard Memorial Library – Winterville

**Attachments:** N/A

**Prepared By:** Jasman J. Smith, Town Clerk

**Date:** 3/3/2016

**ABSTRACT ROUTING:**

TC 3/3/16-JJS

FD \_\_\_\_\_

TM tlp – 3/3/2016

Final

**Supporting Documentation**

The WH Robinson Union School Union Alumni Association would like to donate one hundred dollars (150.00) to the Sheppard Memorial Library-Winterville Branch.



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Co

**Meeting Date:** March 14, 2016

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Budget Amendment 2015-2016-04

**Action Requested:** Approve the budget amendment

**Attachments:** Budget Amendment 15-16-04

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

**Date:** 3/3/2

**ABSTRACT ROUTING:**

TC 3/3/2016 jjs

FD \_\_\_\_\_

TM 3/3/2016

Final

**Supporting Documentation**

This is the fourth budget amendment for the 2015-2016 Fiscal Year.

The first item addresses the funds needed to complete the renovations at the Public Works Maintenance Building. The Town Council approved for the bathrooms to be included in the project. The amendment is \$117,000.

The second item addresses funds needed for new doors on the concession stands. We are having a lot of burglaries and break-ins at the park. The new doors will help eliminate the break-ins. The concession stand windows are replacing them with roll up doors. They will cost \$13,000.

The third item relates to Powell Bill. Due to additional streets being added to the paving and repaving project, the cost increased. We will need an additional \$183,000 to cover the additional work.

The fourth item is needed to cover the payment of debt for the Reedy Branch Water Line Project. The project was originally budgeted \$117,000 and that is how much we borrowed. However; the project came in under budget. The amount of borrowed funds that were not used will be applied to the principal of the loan, reducing it by \$44,000.

**BUDGET ORDINANCE AMENDMENT 15-16-04**

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, 2016:

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

LINE ITEM DESCRIPTION			Fund	Increase
General Fund Fund Balance	10		3831 General Fund	\$ 16,
Fund Balance	15		3831 Recreation Fund	\$ 13,
Fund Balance	16		3831 Powell Bill Fund	\$ 183,
Fund Balance	61		3831 Water Fund	\$ 44,
Total				\$ 256,

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

LINE ITEM DESCRIPTION		Department	Fund	Increase
Capital Outlay	1042426000	7150 Public Buildings	General	\$ 16,000
Capital Outlay	1042426000	7150 Public Buildings	General	\$ 20,000
Capital Outlay	1042426002	7150 Grounds and Lawn	General	
Maint and Repair of Facilities	1560601000	4239	Recreation	\$ 13,000
Paving and Resurfacing	1645451000	4270	Powell Bill	\$ 183,100
Debt Principal	6172723000	5132 Water	Water	\$ 44,000
Total				\$ 276,

Adopted the 11th day of January 2016.

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Mayor

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Town Clerk



## Town of Winterville Town Council Agenda Abstract

Item Section: Co

**Meeting Date:** March 14, 2016

**Presenter:** Travis Welborn, Public Works  
Director

### Item to be Considered

**Subject:** 2016 Street Improvements Project

**Action Requested:** Award of Contract to Garris Grading & Paving

**Attachments:** Final Bid Tab

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

**Date:** 2/29

#### ABSTRACT ROUTING:

TC JJS-3/3/2016

FD \_\_\_\_\_

TM tlp – 3/4/2016

Final

### Supporting Documentation

Bids for our annual Powell Bill street resurfacing project were received on Thursday February 25, 2016. The project includes resurfacing several streets, and also includes the construction of the remaining portion of Winston and Franklin Drives, restriping of Beacon Dr., and adding lane markings on Emily Dr. The most responsible bidder was Garris Grading & Paving with a bid of \$512,444.75. Staff had budgeted for the project at the approved budget. After completion of budget discussions it became apparent that Forbes Ave. would be resurfaced this year as well and could not wait another year. This was added to the resurfacing project, a tremendous amount of full depth patching in areas of the streets to be resurfaced that need more resurfacing. These factors led to the increase in costs.

This project will include milling the edge of pavement and overlaying the entire width of the streets with asphalt for a portion of Emily Dr., a portion of Forbes Ave., Brock Ave., Canal St., a portion of Powell Bill Dr., a portion of Ray Crawford Dr., Tyson St., and Corey St. The project also consists of the removal of a grassy area on Channel Dr. and replacement with asphalt, as well as subgrade repairs and patches where needed. Staff recommends that the contract be awarded to Garris Grading & Paving.

ARK CONSULTING GROUP, PLLC  
 BID TABULATION SHEET

OWNER: Town of Winterville  
 PROJECT: 2016 Street Improvements  
 LOCATION: Winterville, NC  
 BIDS OPENED: Thursday, February 25, 2016 @ 2:00 P.M.

CERTIFICATION



I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

CONTRACTOR ADDRESS	Garris Grading & Paving 5950 Gay Road Farmville, NC 27828	Tripp Bro's Inc. PO Box 128 Ayden, NC 28513	Barnhill Contracting Company PO Box 399 Kinston, NC 28502	S.T. Wooten Corporation PO Box 2408 Wilson, NC 27894-2408
License No.	63017	54826	3194	2835
Bid Bond	5%	5%	5%	5%
Minority Business Participation Docs Received	Yes	Yes	Yes	Yes
Addendum No. 1 Received	Yes	Yes	Yes	Yes

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST						
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Franklin Drive

1	1	LS	Mobilization and Bonding (3% Max)	\$ 9,500.00	\$ 9,500.00	\$ 15,956.00	\$ 15,956.00	\$ 17,885.00	\$ 17,885.00	\$ 10,000.00	\$ 10,000.00
2	420	LF	Temp. Silt Fence	\$ 3.15	\$ 1,323.00	\$ 5.00	\$ 2,100.00	\$ 3.00	\$ 1,260.00	\$ 3.00	\$ 1,260.00
3	1	LS	Temp. Gravel Construction Entrance	\$ 1,575.00	\$ 1,575.00	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 1,550.00	\$ 1,550.00
4	1	EA	Temp. Rock Check Dam	\$ 368.00	\$ 368.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 425.00	\$ 425.00
5	80	LF	Remove Exist. Curb & Gutter	\$ 6.30	\$ 504.00	\$ 7.00	\$ 560.00	\$ 13.00	\$ 1,040.00	\$ 15.00	\$ 1,200.00
6	270	LF	Remove Exist. Storm Drainage Pipe	\$ 10.50	\$ 2,835.00	\$ 20.00	\$ 5,400.00	\$ 18.00	\$ 4,860.00	\$ 5.85	\$ 1,579.00
7	85	LF	Muck Out & Backfill Exist. Ditch	\$ 26.25	\$ 2,231.25	\$ 20.00	\$ 1,700.00	\$ 39.00	\$ 3,315.00	\$ 165.00	\$ 14,025.00
8	565	CY	Unclassified Excavation (Disposal Off-site)	\$ 10.50	\$ 5,932.50	\$ 9.00	\$ 5,085.00	\$ 20.00	\$ 11,300.00	\$ 44.00	\$ 24,860.00
9	260	CY	Undercut Excavation (Disposal Off-site)	\$ 10.50	\$ 2,730.00	\$ 6.00	\$ 1,560.00	\$ 17.00	\$ 4,420.00	\$ 15.50	\$ 4,030.00
10	260	CY	Off-site Select Borrow Excavation	\$ 16.80	\$ 4,368.00	\$ 10.00	\$ 2,600.00	\$ 21.00	\$ 5,460.00	\$ 18.75	\$ 4,875.00
11	450	LF	24" Concrete Curb & Gutter	\$ 17.85	\$ 8,032.50	\$ 18.00	\$ 8,100.00	\$ 22.00	\$ 9,900.00	\$ 25.00	\$ 11,250.00
12	67	LF	36" Valley Gutter	\$ 31.50	\$ 2,110.50	\$ 35.00	\$ 2,345.00	\$ 60.00	\$ 4,020.00	\$ 35.00	\$ 2,345.00
13	775	SY	8" CABC	\$ 11.00	\$ 8,525.00	\$ 12.00	\$ 9,300.00	\$ 15.00	\$ 11,625.00	\$ 20.75	\$ 16,081.00
14	125	SY	4" CABC	\$ 6.30	\$ 787.50	\$ 9.00	\$ 1,125.00	\$ 28.00	\$ 3,500.00	\$ 13.00	\$ 1,625.00
15	775	SY	2" Asphalt Surface	\$ 12.00	\$ 9,300.00	\$ 14.00	\$ 10,850.00	\$ 17.00	\$ 13,175.00	\$ 10.35	\$ 8,021.00
16	1	EA	Tie Into Existing Drainage Structure	\$ 1,155.00	\$ 1,155.00	\$ 650.00	\$ 650.00	\$ 1,100.00	\$ 1,100.00	\$ 1,600.00	\$ 1,600.00
17	1	EA	Drop Inlet	\$ 1,890.00	\$ 1,890.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 2,200.00	\$ 2,200.00
18	2	EA	Catch Basin	\$ 1,890.00	\$ 3,780.00	\$ 1,600.00	\$ 3,200.00	\$ 1,900.00	\$ 3,800.00	\$ 2,400.00	\$ 4,800.00
19	64	LF	15" RCP	\$ 33.60	\$ 2,150.40	\$ 37.00	\$ 2,368.00	\$ 43.00	\$ 2,752.00	\$ 43.00	\$ 2,752.00
20	198	LF	18" RCP	\$ 36.75	\$ 7,276.50	\$ 39.00	\$ 7,722.00	\$ 44.00	\$ 8,712.00	\$ 54.00	\$ 10,692.00
21	48	LF	24" RCP	\$ 44.10	\$ 2,116.80	\$ 52.00	\$ 2,496.00	\$ 85.00	\$ 4,080.00	\$ 68.00	\$ 3,264.00

CONTRACTOR ADDRESS	Garris Grading & Paving 5950 Gay Road Farmville, NC 27828	Tripp Bro's Inc. PO Box 128 Ayden, NC 28513 54826	Barnhill Contracting Company PO Box 399 Kinston, NC 28502 3194	S.T. Wooten Corporation PO Box 2408 Wilson, NC 27894-2408 2835
License No.	63017	54826	3194	2835
Bid Bond	5%	5%	5%	5%
Minority Business Participation Docs Received	Yes	Yes	Yes	Yes
Addendum No. 1 Received	Yes	Yes	Yes	Yes

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST						
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Winston Drive

1	330	LF	Temp. Silt Fence	\$ 3.15	\$ 1,039.50	\$ 5.00	\$ 1,650.00	\$ 3.00	\$ 990.00	\$ 3.00	\$ 990.00
2	1	LS	Temp. Gravel Construction Entrance	\$ 1,575.00	\$ 1,575.00	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 1,550.00	\$ 1,550.00
3	80	LF	Remove Exist. Curb & Gutter	\$ 6.30	\$ 504.00	\$ 7.00	\$ 560.00	\$ 13.00	\$ 1,040.00	\$ 15.00	\$ 1,200.00
4	85	LF	Remove Exist. Storm Drainage Pipe	\$ 10.50	\$ 892.50	\$ 20.00	\$ 1,700.00	\$ 20.00	\$ 1,700.00	\$ 9.25	\$ 786.25
5	1	EA	Remove Exist. Drop Inlet	\$ 1,155.00	\$ 1,155.00	\$ 550.00	\$ 550.00	\$ 800.00	\$ 800.00	\$ 450.00	\$ 450.00
6	375	CY	Unclassified Excavation (Disposal Off-site)	\$ 10.50	\$ 3,937.50	\$ 9.00	\$ 3,375.00	\$ 24.00	\$ 9,000.00	\$ 44.00	\$ 16,500.00
7	225	CY	Undercut Excavation (Disposal Off-site)	\$ 10.50	\$ 2,362.50	\$ 6.00	\$ 1,350.00	\$ 16.00	\$ 3,600.00	\$ 15.50	\$ 3,487.50
8	225	CY	Off-site Select Borrow Excavation	\$ 16.80	\$ 3,780.00	\$ 10.00	\$ 2,250.00	\$ 21.00	\$ 4,725.00	\$ 18.75	\$ 4,218.75
9	350	LF	24" Concrete Curb & Gutter	\$ 17.85	\$ 6,247.50	\$ 18.00	\$ 6,300.00	\$ 19.00	\$ 6,650.00	\$ 25.00	\$ 8,750.00
10	66	LF	36" Valley Gutter	\$ 31.50	\$ 2,079.00	\$ 35.00	\$ 2,310.00	\$ 50.00	\$ 3,300.00	\$ 35.00	\$ 2,310.00
11	595	SY	8" CABC	\$ 11.00	\$ 6,545.00	\$ 12.00	\$ 7,140.00	\$ 15.00	\$ 8,925.00	\$ 20.75	\$ 12,346.25
12	100	SY	4" CABC	\$ 6.00	\$ 600.00 *	\$ 9.00	\$ 900.00	\$ 15.00	\$ 1,500.00	\$ 13.00	\$ 1,300.00
13	595	SY	2" Asphalt Surface	\$ 12.00	\$ 7,140.00	\$ 14.00	\$ 8,330.00	\$ 16.20	\$ 9,639.00	\$ 10.35	\$ 6,158.25
14	2	EA	Drop Inlet	\$ 2,100.00	\$ 4,200.00	\$ 1,400.00	\$ 2,800.00	\$ 1,400.00	\$ 2,800.00	\$ 2,200.00	\$ 4,400.00
15	1	EA	Catch Basin	\$ 2,100.00	\$ 2,100.00	\$ 1,600.00	\$ 1,600.00	\$ 1,900.00	\$ 1,900.00	\$ 2,300.00	\$ 2,300.00
16	10	LF	4" PVC	\$ 31.50	\$ 315.00	\$ 25.00	\$ 250.00	\$ 35.00	\$ 350.00	\$ 44.00	\$ 440.00
17	68	LF	15" RCP	\$ 33.60	\$ 2,284.80	\$ 37.00	\$ 2,516.00	\$ 47.00	\$ 3,196.00	\$ 52.00	\$ 3,536.00
18	3	EA	Rock Inlet Sediment Trap	\$ 368.00	\$ 1,104.00	\$ 150.00	\$ 450.00	\$ 260.00	\$ 780.00	\$ 550.00	\$ 1,650.00
19	1	LS	Seeding & Mulching	\$ 2,625.00	\$ 2,625.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
Subtotal for Winston Drive Improvements					\$ 50,486.30 *		\$ 47,231.00		\$ 66,295.00		\$ 73,873.25

Channel Drive Improvements

1	185	LF	Remove Exist. Curb & Gutter	\$ 6.30	\$ 1,165.50	\$ 7.00	\$ 1,295.00	\$ 14.50	\$ 2,682.50	\$ 15.00	\$ 2,775.00
2	100	CY	Unclassified Excavation (Disposal Off-site)	\$ 10.50	\$ 1,050.00	\$ 15.00	\$ 1,500.00	\$ 49.00	\$ 4,900.00	\$ 70.00	\$ 7,000.00
3	55	CY	Undercut Excavation (Disposal Off-site)	\$ 10.50	\$ 577.50	\$ 6.00	\$ 330.00	\$ 22.00	\$ 1,210.00	\$ 20.00	\$ 1,100.00
4	55	CY	Off-site Select Borrow Excavation	\$ 16.80	\$ 924.00	\$ 12.00	\$ 660.00	\$ 31.00	\$ 1,705.00	\$ 24.00	\$ 1,320.00
5	66	LF	36" Valley Gutter	\$ 31.50	\$ 2,079.00	\$ 35.00	\$ 2,310.00	\$ 42.00	\$ 2,772.00	\$ 35.00	\$ 2,310.00
6	164	SY	8" CABC	\$ 11.00	\$ 1,804.00	\$ 15.00	\$ 2,460.00	\$ 26.00	\$ 4,264.00	\$ 20.75	\$ 3,403.00
7	164	SY	2" Asphalt Pavement	\$ 14.00	\$ 2,296.00	\$ 20.00	\$ 3,280.00	\$ 24.00	\$ 3,936.00	\$ 12.35	\$ 2,025.40
8	1	EA	Remove & Replace San. Sewer MH	\$ 11,500.00	\$ 11,500.00	\$ 3,900.00	\$ 3,900.00	\$ 20,000.00	\$ 20,000.00	\$ 13,850.00	\$ 13,850.00

CONTRACTOR ADDRESS License No. Bid Bond Minority Business Participation Docs Received Addendum No. 1 Received	Garris Grading & Paving 5950 Gay Road Farmville, NC 27828 63017 5% Yes Yes	Tripp Bro's Inc. PO Box 128 Ayden, NC 28513 54826 5% Yes Yes	Barnhill Contracting Company PO Box 399 Kinston, NC 28502 3194 5% Yes Yes	S.T. Wooten Corporation PO Box 2408 Wilson, NC 27894-2408 2835 5% Yes Yes
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ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST						
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Street Resurfacing

1	6,575	SY	Edge Mill	\$ 4.00	\$ 26,300.00	\$ 7.50	\$ 49,312.50	\$ 5.50	\$ 36,162.50	\$ 7.70	\$ 50,627.50
2	19,390	SY	2" Asphalt Overlay	\$ 10.50	\$ 203,595.00	\$ 10.50	\$ 203,595.00	\$ 11.25	\$ 218,137.50	\$ 10.25	\$ 198,747.50
3	15	EA	Adjust Valve Box to Finished Grade	\$ 368.10	\$ 5,521.50 *	\$ 100.00	\$ 1,500.00	\$ 130.00	\$ 1,950.00	\$ 375.00	\$ 5,625.00
4	20	EA	Adjust Manhole to Finished Grade	\$ 420.00	\$ 8,400.00	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00	\$ 425.00	\$ 8,500.00
5	1	LS	Crack Sealing	\$ 31,500.00	\$ 31,500.00	\$ 28,800.00	\$ 28,800.00	\$ 26,500.00	\$ 26,500.00	\$ 5,000.00	\$ 5,000.00
6	1,400	LF	Double Yellow Striping (Emily Drive)	\$ 1.80	\$ 2,520.00	\$ 0.55	\$ 770.00 *	\$ 0.60	\$ 840.00	\$ 0.90	\$ 1,260.00
7	1	LS	Beacon Drive Pavement Markings (Match Existing Striping)	\$ 20,255.00	\$ 20,255.00	\$ 11,300.00	\$ 11,300.00	\$ 7,150.00	\$ 7,150.00	\$ 20,196.00	\$ 20,196.00
8	250	LF	Remove Existing Storm Drainage	\$ 53.00	\$ 13,250.00	\$ 165.00	\$ 41,250.00	\$ 85.00	\$ 21,250.00	\$ 85.35	\$ 21,337.50
9	1	LS	Scrape Grass from Corey Street	\$ 765.00	\$ 765.00	\$ 750.00	\$ 750.00	\$ 2,680.00	\$ 2,680.00	\$ 1,200.00	\$ 1,200.00
10	350	LF	Roadway Underdrains	\$ 52.00	\$ 18,200.00	\$ 30.00	\$ 10,500.00	\$ 50.00	\$ 17,500.00	\$ 38.00	\$ 13,300.00
11	500	SY	Asphalt Patch in Streets to be Resurfaced	\$ 41.00	\$ 20,500.00	\$ 45.00	\$ 22,500.00	\$ 45.00	\$ 22,500.00	\$ 75.00	\$ 37,500.00
12	50	LF	Remove & Replace Curb & Gutter	\$ 25.20	\$ 1,260.00	\$ 35.00	\$ 1,750.00	\$ 70.00	\$ 3,500.00	\$ 45.00	\$ 2,250.00
13	1	EA	Remove & Replace Driveway Apron	\$ 2,625.00	\$ 2,625.00	\$ 500.00	\$ 500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,750.00	\$ 3,750.00
Subtotal for Street Resurfacing					\$ 354,691.50 *		\$ 376,527.50 *		\$ 365,670.00		\$ 369,293.50
Total Base Bid					\$ 512,444.75 *		\$ 531,710.50 *		\$ 598,298.50		\$ 612,584.00

NOTE: \* indicates a correction made to the original bid submitted.

February 26, 2016

Mr. Travis Welborn, PE  
Public Works Director  
Town of Winterville  
PO Box 1459  
Winterville, North Carolina 28590

Subject: Town of Winterville  
2016 Street Improvements

Dear Mr. Welborn:

Proposals were received for the subject project in the Town of Winterville's Conference Room located February 25, 2016. Along with the bidding contractors, yourself, Ben Williams and Kristin Godley, rep of Winterville, along with myself, were in attendance. The following brief synopsis describes what occurred at the Opening:

- 1) The period for bidding was closed promptly at 2:00 p.m.;
- 2) Bids were opened, the names of each bidder were read aloud, along with the respective license number and acknowledgement of receipt the addendum, bid security, and the amount of the total bid.

The certified bid tabulation is attached for your use. The low, responsive, responsible proposer is:

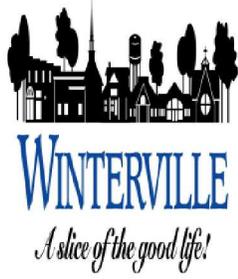
Contractor: Garris Grading & Paving, Inc.  
5950 Gay Road  
Farmville, NC 27828

Total Base Bid: \$512,444.75

Please do not hesitate to contact me should you have additional questions or need additional information.

Respectfully submitted,  
**Ark Consulting Group, PLLC**





## Town of Winterville Town Council Agenda Abstract

Item Section: Co

**Meeting Date:** March 14, 2016

**Presenter:** Travis Welborn, Public Works  
Director

### Item to be Considered

**Subject:** 2016 Nobel Canal Drainage Study

**Action Requested:** Award of Contract to SEPI Engineering & Construction, Inc.

**Attachments:** Proposed Contract

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

**Date:** 3/1/2

#### ABSTRACT ROUTING:

TC JJS-3/3/2016

FD \_\_\_\_\_

TM tlp - 3/4/2016

Final

### Supporting Documentation

The Town received a matching grant in the amount of \$35,000.00 from the Division of Water Resources in 2015 for a drainage study of the Nobel Canal watershed. With the match and the Town's contribution of \$35,000.00 the total project budget is \$70,000.00. Staff received proposals from five engineering firms to perform the drainage study and evaluated each proposal using a scoring system. Staff concurred that SEPI Engineering presented the best combination of experience, technical expertise, and staffing to perform the study for the Town. Staff then negotiated the proposed contract with SEPI Engineering to perform the study.

There are four main study areas within the watershed that SEPI will be concentrating their efforts to better utilize the funds available and provide the best finished product for the Town. The four study areas are: Nobel Canal (with an emphasis on streambank erosion and stabilization), Railroad St. (with an emphasis on capacity and failing infrastructure), areas upstream of Railroad St. with frequent flooding (Jones Academy, etc.), and the remaining watershed. This study is intended to identify current problems, size drainage pipes, propose adequate improvements to eliminate future flooding as much as possible, and provide cost estimates of the improvements needed. Staff intends to use this data and information to apply for future grants that may assist with the construction of these improvements.

**Budgetary Impact:** Out of the total study cost of \$70,000.00, half (\$35,000) was received in a grant from the Division of Water Resources. A budget amendment was previously approved moving the Town's

This document has important legal consequences; consultation with an attorney is encouraged to its use or modification. This document should be adapted to the particular circumstances contemplated Project and the Controlling Laws and Regulations.

# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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This Agreement has been prepared for use with the Standard General Conditions of Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one necessitate a change in the other. For guidance on the completion and use of this Agreement, see the User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

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1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
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American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
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ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ , \_\_\_\_\_ (“Effective Date”) \_\_\_\_\_ (“

Town of Winterville, NC \_\_\_\_\_ (“

SEPI Engineering & Construction, Inc. \_\_\_\_\_ (“

Owner's Project, of which Engineer's services under this Agreement are a part, is generally as follows:

Nobel Canal Drainage Study

Engineer’s Services under this Agreement are generally identified as follows:

Provide engineering and surveying services for the completion of a Drainage Study in the Canal Watershed to include project kick-off meeting, a community meeting, surveying evaluation & report of existing conditions, modeling & preliminary drainage improvement design, prioritization & selection, and identification of available funding sources.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

## **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

### *2.01 General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

## **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

### *3.01 Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

### *3.02 Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods for rendering services are set forth or specific dates by which services are to be provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the continuous progress of Engineer’s services is impaired, or Engineer’s services are suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## **ARTICLE 4 – INVOICES AND PAYMENTS**

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest due Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services rendered within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend performance of this Agreement until Owner has paid in full all amounts due for services, other related charges. Owner waives any and all claims against Engineer during suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer in writing the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.
- D. ~~*Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense, to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

### **ARTICLE 5 – OPINIONS OF COST**

#### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of the Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services, or over contractors' methods of determining prices, or over competitive bidding conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ a qualified cost estimator as provided in Exhibit B.

#### 5.02 *Designing to Construction Cost Limit*

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to those provided to Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill of a professional engineer by members of the subject profession practicing under similar circumstances at the time and place in the same locality. Engineer makes no warranties, express or implied, under this Agreement, and otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to omissions or errors in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary for the proper performance or furnishing of the services, subject to reasonable, timely, and substantial compensation to be provided by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and Consultants may use or rely upon design elements and information ordinarily obtained from sources furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and regulations.
  - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all applicable Laws, Regulations, and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such applicable Laws, Regulations, and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and provided that such compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to applicable Laws and Regulations or to Owner-provided written policies and procedures, may

existence the Engineer cannot ascertain. Owner agrees not to make resolution of any claim for payment to the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

- G. The general conditions for any construction contract documents prepared hereunder shall be the "Standard General Conditions of the Construction Contract" as prepared by the Engineering Council of the State of California (EJCDC C-700, 2007 Edition) unless both parties agree in writing to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over the Contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, materials, sequences, or procedures of construction selected or used by any contractor, or for the safety precautions and programs incident thereto, for security or safety at the Site, nor for a contractor's failure to comply with Laws and Regulations applicable to such contractor's work or for the Contractor performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for a Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance, or for advice, recommendations, counseling, or research, or enforcement of construction contract or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, Supplier, or of any of their agents or employees or of any other persons (except Engineer's agents, employees, and Consultants) at the Site or otherwise furnishing or performing the Work, or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer is informed in writing.

## 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly listed in Exhibit A, Paragraph A1.05. With the exception of such expressly listed services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, surety bonding and insurance requirements, construction observation and review, permit applications, and all other necessary Construction Phase engineering services.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer retains ownership and property interest therein (including the copyright and the right of reproduction in its discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (including hard copies) that the party receives from the other party by mail, hand delivery, or electronic transmission are the items that the other party intended to send. Files in electronic media format, including text, graphics, or other types that are furnished by one party to the other are furnished for the convenience, not reliance by the receiving party. Any conclusion or information derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties have established electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified in any way otherwise without authorization of the data's creator, the party receiving electronic files shall perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party shall warrant representations as to long-term compatibility, usability, or readability of such documents from the use of software application packages, operating systems, or computer hardware that are different from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference only, and for use with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to the Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not warranted or represented to be suitable for use on the Project unless completed by Engineer, or for use by Owner or others on extensions of the Project, on any other project, or for any other purpose, without written verification or adaptation by Engineer; (2) any such use or modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and liability or legal exposure to Engineer or to its officers, directors, members, partners, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer, its officers, directors, members, partners, agents, employees, and Consultants from and against all damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the use of the Documents.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability policy carried by Engineer.
- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner and Engineer applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering professional liability, compensation, general liability, property damage (other than to the Work itself), bodily injury, damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and Engineer shall each deliver to the other~~ certificates of insurance covering the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencing Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to protect Engineer's and its Consultants' interests are covered and that in the event of payment of a claim or damage the insurers will have no rights of recovery against Engineer or its Consultants, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage shall not be canceled or reduced in limits by endorsement, and that renewal will not be required unless at least 30 days prior written notice has been given to Owner and Engineer and any additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's expense, provide additional insurance coverage, increased limits, or revised deductibles more protective than those specified in Exhibit G. If so requested by Owner, and if such coverage is available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 *Suspension and Termination*

- A. *Suspension:*

B. *Termination:* The obligation to provide further services under this Agreement may be

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, in whole or in part, by fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that the Engineer shall not furnish or perform services contrary to Engineer's responsibility as a licensed professional; or

2) upon seven days written notice if the Engineer's services under this Agreement or Project are delayed or suspended for more than 90 days continuously and beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins to cure such failure within 30 days of receipt of such notice, to correct its substantial failure and the party proceeds diligently to cure such failure within no more than 60 days of receipt thereof; provided, however, that if and to the extent such failure cannot be reasonably cured within such 30 day period, the terminating party has diligently attempted to cure the same and thereafter the terminating party diligently to cure the same, then the cure period provided for in Paragraph 6.05.B.1.a shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may suspend the date of termination at a time up to 30 days later than otherwise provided to allow the terminating party to demobilize personnel and equipment from the Site, to complete tasks whose completion otherwise be lost, to prepare notes as to the status of completed and uncompleted work, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

2. In the event of termination by Owner for convenience or by Engineer for cause, be entitled, in addition to invoicing for those items identified in Paragraph 6.05, to invoice Owner and to payment of a reasonable amount for services and expenses attributable to termination, both before and after the effective date of termination, including reassignment of personnel, costs of terminating contracts with Engineer's Contractor, and other related close-out costs, using methods and rates for Additional Services set forth in Exhibit C.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B, assigns of Owner and Engineer) are hereby bound to the other party to this Agreement. The successors, executors, administrators and legal representatives (and said assigns) of the other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest in this Agreement, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written assignment, no assignment will release or discharge the assignor from any duty or obligation under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any liability owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other party, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall be incorporated into the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for

## 6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include investigation related to Constituents of Concern. If Engineer or any other party encounters a Constituent of Concern, or if investigative or remedial action, or other professional services are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer, at its option and without liability for consequential or any other damages, suspend performance of its services on the portion of the Project affected thereby until Owner: (1) retains independent specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the right of (1) accepting an equitable adjustment in its compensation or in the time of completion of the Project, or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger" "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, or any other Laws that may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall defend, hold harmless Owner, and Owner's officers, directors, members, partners, agents, contractors, and employees from reasonable claims, costs, losses, and damages arising out of or in connection with the Project, provided that any such claim, cost, loss, or damage is attributable to the negligence, sickness, disease, or death, or to injury to or destruction of tangible property (other than the property itself), including the loss of use resulting therefrom, but not to the extent caused by or

- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its directors, members, partners, agents, employees, and Consultants as required by applicable Laws, Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including reasonable attorney's fees, court, arbitration, or other dispute resolution costs) caused by, arising out of, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) a claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or the destruction of tangible property (other than the Work itself), including the loss of income therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligent or willful misconduct.
- D. ~~*Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage of the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive their right to sue each other, and the other's employees, officers, directors, members, agents, insurers, brokers, consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the other party at its address on the signature page and given personally, by facsimile, by certified mail postage prepaid, or by a commercial courier service. All notices shall be deemed received upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under applicable Laws or Regulations shall be deemed stricken, and all remaining provisions shall remain valid and binding upon Owner and Engineer, which agree that the Agreement shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including their singular and plural forms) printed with initial capital letters have the meanings indicated in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner in accordance with Part 2 of Exhibit A of this Agreement.
  2. *Agreement* – This written contract for professional services between Owner and Contractor including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. *Asbestos* – Any material that contains more than one percent asbestos and is capable of releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  4. *Basic Services* – The services to be performed for or furnished to Owner in accordance with Part 1 of Exhibit A of this Agreement.
  5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
  6. *Construction Cost* – The cost to Owner of those portions of the entire Project specified by Engineer. Construction Cost does not include costs of services of architect or other design professionals and consultants; cost of land or right-of-way; compensation for damages to properties; Owner's costs for legal, accounting, engineering, counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner in accordance with Exhibit B of this Agreement. Construction Cost is one of the items comprising the Project Costs.
  7. *Constituent of Concern* – Any substance, product, waste, or other material, whether or not whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Materials, PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§2901 et seq.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, the Drawings, Specifications, construction agreement, and general and particular conditions. Only printed or hard copies of the items listed in the Construction Contract Documents. Approved Shop Drawings, other Contractor submitted reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into the Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or to be provided at appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective; if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning assigned to it in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into the Construction Contract and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contract concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined in the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Contractor, an Additional Service and based solely on Contractor's record copy of the Contract Documents, Specifications, addenda, change orders, work change directives, field orders, and interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer who shall assist Engineer at the Site during the Construction Phase. As used here, the term Resident Project Representative or "RPR" includes any assistants or field staff of Engineer. The Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship submitted by Contractor representative of some portion of the Work and which establish the standard by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way, easements, and for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written descriptions of materials, equipment, systems, standards, and workmanship to be used in the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, that the Work (or a specified part thereof) can be utilized for the purposes for which it was intended. The terms "substantially complete" and "substantially completed" as applying to the Work shall mean the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, that the Work (or a specified part thereof) can be utilized for the purposes for which it was intended.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for and the total costs of services of Engineer or other design professionals and together with such other Project-related costs that Owner furnishes including but not limited to cost of land, rights-of-way, compensation for properties, Owner’s costs for legal, accounting, insurance counseling services, interest and financing charges incurred in connection with the Project cost of other services to be provided by others to Owner pursuant to Exhibit Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof to be provided under the Contract Documents. Work includes and is performing or providing all labor, services, and documentation necessary to construction, and furnishing, installing, and incorporating all materials and equipment for such construction, all as required by the Contract Documents.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Basic Services and Reimbursable Expenses.
- D. ~~Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Representative.~~
- E. Exhibit E, Notice of Acceptability of Work.
- F. ~~Exhibit F, Construction Cost Limit.~~
- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution.~~
- I. ~~Exhibit I, Limitations of Liability.~~
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be furnished by Engineer and responsibilities of Owner under this Agreement. Such representatives shall have authority to transmit instructions, receive information, and render decisions on behalf of the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or the execution of the Agreement;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) in connection with the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, any individual or their property to influence their participation in the selection process or the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date indicated on page 1.

Owner: \_\_\_\_\_

Engineer: SEPI Engineering & Construction, Inc  
\_\_\_\_\_

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

By: David Webb, PE, LEED AP  
\_\_\_\_\_

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

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

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

Date: 2/26/16  
\_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. \_\_\_\_\_

State of: North Carolina  
\_\_\_\_\_

Address for giving notices:

Address for giving notices:

1025 Wade Avenue

Designated Representative (Paragraph 8.03.A):

\_\_\_\_\_

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

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

Facsimile Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Designated Representative (Paragraph

David Webb, PE, LEED AP

Title: Associate

Phone Number: 919-573-9948

Facsimile Number: 919-789-9591

E-Mail Address: dwebb@sepien

APPROVED AS TO FORM:

\_\_\_\_\_

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget Control Act.

\_\_\_\_\_

This is **EXHIBIT A**, consisting of 4 pages, and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

A1.01 This contract is for engineering and surveying services. The Engineer shall provide the following services as set forth in the Task List below and in reference to *APPENDIX A*:

#### **Task 1 – Kick-off and Public Meeting (to be completed by SEPI Engineering & Construction Consulting Group)**

1. Attend Scoping Meeting with Town Staff (completed 2/12/16)
2. Prepare visual aids and for one (1) public meeting to be held with Town of Winterville and Nobel Canal watershed residents.
3. Conduct one (1) public meeting to be held with Town of Winterville staff and Nobel Canal watershed residents. Record concerns expressed by residents and prepare a meeting memorandum to be distributed to the project team and Town of Winterville staff. Meeting to be attended by one (1) SEPI Engineering & Construction staff member and one (1) Arden Group staff member.

#### **Task 2 – Survey and Field Reconnaissance (to be completed by Ben Purvis Land Surveying Consulting Group)**

1. Provide on-site engineering assistance with survey data collection and/or field reconnaissance up to three (3) man days.
2. Collect survey data of culverts under Highway 11, Chapman Street, and Mill Street at cross sections of each roadway above the culverts.
3. Collect survey data and cross sections of Nobel Canal from Highway 11 to Mill Street at cross sections of culverts and approximately every 150' along with any major changes in the topography of the canal. Survey accessible/visible pipes entering the canal as well as at least one upstream culvert.

4. Locate and survey building corners, building service equipment, edge of pavements 50' of the top of bank of Nobel Canal.
5. Collect survey data of the storm drainage system upstream of Mill Street to Railroad Street. Complete a detailed survey data of Railroad Street from Worthington Street to Main Street including cross sections of the road at a minimum of 150', storm drainage structures, inverts, pipes with sizes and type, and sanitary sewer inverts and locations of potential conflicts. Survey will also be completed to best establish Right-of-Way widths in this area.
6. Collect detailed survey data of the storm drainage system upstream of Railroad Street indicated by the area shown on the map labeled *APPENDIX A*, including cross sections of road and railroad approximately every 100', storm drainage structures, tops, inverts, sizes and type, open channels, and sanitary sewer inverts at locations where conflicts exist.
7. Collect survey data on the missing drainage systems in the blue clouded area on the map labeled *APPENDIX A*, and determine where any break in the direction of flow exists. Perform 4 days (32 hours) of network RTK GPS land surveying of tops, box inverts, and pipe sizes along Kennedy, Knox, Bullock, Hammond, and Ola roadways.
8. Provide a base CADD drawing file to ARK Consulting Group with sufficient labeling to produce exhibit CADD drawings and/or figures.

### Task 3 – Evaluation & Report of Existing Conditions (to be completed by SEPI Engineering & Construction)

1. Complete analysis of existing storm drainage and open channel systems within the area shown in the Survey and Field Reconnaissance scope in Task 2, including: inlet and pipe capacity, velocities, shear stresses, roadway overtopping frequencies, and storm drainage system performance service.
2. Provide Town with a brief report of existing conditions studied including 11" x 17" drawings and PDF mapping along with generated output and/or hand calculations for inlet and pipe capacity, velocities, shear stresses, roadway overtopping frequencies, and levels of service for studied storm drainage networks.

### Task 4 – Modeling and Preliminary Design (to be completed by SEPI Engineering & Construction and Ark Consulting Group)

1. Investigate permitting options for storm drainage improvements within the Railroad Street Right-of-Way considering utilizing the CSX Design & Construction Standards.

2. Prepare schematic design plans in 11" x 17" hard copy and PDF format for what is to be four (4) study areas. One (1) study area will be analyzed with alternative selections from the Town of Winterville staff.
3. Complete preliminary opinions of construction cost estimates for what is anticipated to be four (4) study areas. One (1) estimate will be provided per study area with alternative selections from the Town of Winterville staff.

Task 5 – Project Prioritization and Selection (to be completed by SEPI Engineering & Consulting Group)

1. Report project prioritization with relation to flooding relief, public safety, and budget from the Town of Winterville staff.
2. Compile recommended project list with total estimated budget for inclusion in Nobel Canal Drainage Study.

Task 6 – Identify Available Funding Sources (to be completed by SEPI Engineering & Consulting Group)

1. Investigate potential grant and/or loan programs to assist with funding of future projects identified in the Nobel Canal Drainage Study.
2. Compile a list of available funding sources for inclusion in Nobel Canal Drainage Study.

Task 7 – Project Meetings and Deliverables (to be completed by SEPI Engineering & Consulting Group, and Ben Purvis Land Surveying)

1. Monthly progress meetings will be held via telephone conference for an estimated duration of (6) months.
2. Up to five (5) hard copies will be provided to the Town of the Nobel Canal Drainage Study will consist of a compilation of the information gathered in Tasks 1 through 6.
3. Electronic files of reports, exhibits, CADD survey data, and other project information will be delivered to the Town on a Compact Disc or via file sharing software. CADD files will be provided to the Town in a format compatible with Town of Winterville software.
4. SEPI will attend one (1) meeting with Town Council for presentation of Nobel Canal Drainage Study.

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below at an agreed upon Lump Sum change order or at current hourly rates plus reimbursable expenses which can be found in *Exhibit C*.

1. Inspect storm drainage network with Closed Circuit Television (CCTV) equipment.
2. Gain access to structures requiring an Occupational Safety and Health Standards (OSHA) Confined Space Entry Permit.
3. Structural analysis or geotechnical investigations of building foundations, storm drainage networks, pavement subgrades, or retaining walls.
4. 404 Wetlands Delineation and/or jurisdictional stream evaluation.
5. Easement / Right-of-Way reconnaissance other than Railroad Street / CSX Railroad.
6. Construction Document preparation and/or permitting storm drainage improvements.
7. Detailed survey within the Nobel Canal Study Area outside of areas identified in *Basemap* or in reference to *APPENDIX A*.
8. HEC-RAS or other step-backwater hydraulic analysis of open channels.
9. Stormwater routing and Stage/Storage Analysis of detention facilities.

This is **EXHIBIT B**, consisting of 1 page,  
and part of the **Agreement between Owner**  
**for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall bear the expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements including Study objectives and constraints, performance requirements, flexibility, expandability, and any budgetary limitations; and furnish to Engineer any other information pertinent to the Project including reports and data relative to previous investigation at or adjacent to the Study Area.
- B. Authorize Engineer to provide Additional Services set forth in Part 2 of Exhibit B of the Agreement as required.
- C. Provide adequate public notice and arrange for safe access to and make all provisions necessary to enter upon public and private property as required for Engineer to perform services under the Agreement.
- D. With reasonable notice, provide mechanical and/or manual labor to provide Engineer access to drainage structures deemed inaccessible as necessary.
- E. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, and other documents presented by Engineer (including obtaining advice of an attorney, a professional counselor, and other advisors or consultants as Owner deems appropriate with reasonable care and examination) and render in writing timely decisions pertaining thereto.
- F. Place and pay for advertisements, signage, and/or mailings for Public Meeting.
- G. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by Engineer (including, but not limited to, accounting, bond and financial, independent cost estimates, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in determining the various cost categories which comprise Total Project Costs.
- H. Attend Public Meeting and participate in monthly progress calls.

This is **EXHIBIT C**, consisting of 2 pages, and part of the Agreement between Owner and Professional Services dated \_\_\_\_\_, \_\_\_\_\_.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

***C2.01 Compensation for Basic Services – Lump Sum Method of Payment***

Owner shall pay Engineer for Basic Services set forth in Exhibit A **and Paragraph** follows:

1. A Lump Sum amount of \$ 70,000.00
2. Engineer shall not exceed the total Lump Sum amount unless approved in Owner.
3. The Lump Sum includes compensation for Engineer’s services and services Consultants, if any. Appropriate amounts have been incorporated in the account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be Engineer’s estimate of the percentage of the total services actually completed during the billing period.

*Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is for a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted

***C2.02 Compensation for Additional Services – Standard Hourly Rates Method of Payment***

A. Owner shall pay Engineer for Additional Services, if any, as follows:

*General:* For services of Engineer’s personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01

## **Standard Hourly Rates Schedule**

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### *B. Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Exhibit C and include salaries and personnel in each billing class plus the cost of customary and statutory benefits, administrative overhead, non-project operating costs, and operating margin on

The Standard Hourly Rates apply only as specified in Article C2.

### *Schedule:*

Hourly rates for services performed on or after the date of the Agreement and valid for 12 months are:

<b><u>EMPLOYEE CLASSIFICATION:</u></b>	<b><u>HOURLY RATES:</u></b>
Principal	\$ 190.00
Senior Project Manager	\$ 165.00
Project Manager II	\$ 150.00
Project Manager I	\$ 138.00
Senior Project Engineer	\$ 125.00
Senior Planner	\$ 120.00
Project Engineer II (PE)	\$ 110.00
Project Engineer I (EI)	\$ 100.00
Project Designer	\$ 95.00
Planner	\$ 95.00
Senior Technician	\$ 90.00
Technician	\$ 80.00
CAD Technician	\$ 75.00
Project Survey Manager, PLS	\$ 125.00
Engineering/Surveying Technician IV	\$ 90.00
Engineering/Surveying Technician III	\$ 85.00
Engineering/Surveying Technician II	\$ 70.00
Engineering/Surveying Technician I	\$ 60.00
3-Man Survey Crew	\$ 150.00
2-Man Survey Crew	\$ 110.00

This is **EXHIBIT E**, consisting of 2 pages,  
and part of the **Agreement between Owner**  
**for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_

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NOTICE OF ACCEPTABILITY OF WORK

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PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

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To: \_\_\_\_\_  
Owner

And To: \_\_\_\_\_  
Contractor

From: \_\_\_\_\_  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work and performed by Contractor under the above Contract is acceptable, expressly subject to the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the terms and conditions set forth in this Notice.

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

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

## **CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same place.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services specifically assigned to Engineer by Owner (including but not limited to the services to be performed by Engineer as set forth in the Construction Contract referred to in this Notice, and applies only to facts known to Engineer’s knowledge or could reasonably have been ascertained by Engineer in the course of carrying out the responsibilities specifically assigned to Engineer under such Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for the failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Documents.

This is **EXHIBIT G**, consisting of 3 pages,  
and part of the **Agreement between Owner**  
**for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_

## **Insurance**

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Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties:

### G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- |   |                    |
|---|--------------------|
| a. Workers' Compensation:   | Statutory          |
| b. Employer's Liability --  |                    |
| 1) Each Accident:   | <u>\$100,000</u>   |
| 2) Disease, Policy Limit:   | <u>\$500,000</u>   |
| 3) Disease, Each Employee:  | <u>\$100,000</u>   |
| c. General Liability --   |                    |
| 1) Each Occurrence (Bodily Injury and Property Damage):                             | <u>\$1,000,000</u> |
| 2) General Aggregate:   | <u>\$2,000,000</u> |
| d. Excess or Umbrella Liability --  |                    |
| 1) Each Occurrence:   | <u>\$2,000,000</u> |
| 2) General Aggregate:   | <u>\$2,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage) |                    |
| Each Accident   | <u>\$1,000,000</u> |
| f. Professional Liability --  |                    |
| 1) Each Claim Made  | <u>\$1,000,000</u> |
| 2) Annual Aggregate   | <u>\$2,000,000</u> |

~~2. By Owner:~~

~~a. Workers' Compensation: \_\_\_\_\_ Statutory~~

~~b. Employer's Liability--~~

~~1) Each Accident \_\_\_\_\_ \$ \_\_\_\_\_~~

~~2) Disease, Policy Limit \_\_\_\_\_ \$ \_\_\_\_\_~~

~~3) Disease, Each Employee \_\_\_\_\_ \$ \_\_\_\_\_~~

~~c. General Liability--~~

~~1) General Aggregate: \_\_\_\_\_ \$ \_\_\_\_\_~~

~~2) Each Occurrence (Bodily Injury and Property Damage): \_\_\_\_\_ \$ \_\_\_\_\_~~

~~d. Excess Umbrella Liability \_\_\_\_\_`~~

~~1) Each Occurrence: \_\_\_\_\_ \$ \_\_\_\_\_~~

~~2) General Aggregate: \_\_\_\_\_ \$ \_\_\_\_\_~~

~~e. Automobile Liability--Combined Single Limit (Bodily Injury and Property~~

~~Each Accident: \_\_\_\_\_ \$ \_\_\_\_\_~~

~~f. Other (specify): \_\_\_\_\_ \$ \_\_\_\_\_~~

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability insurance as additional insureds, and on any applicable property insurance payees, as provided in Paragraph 6.04.B:

- a. SEPI Engineering & Construction, Inc.  
Engineer
  - b. ARK Consulting Group, PLLC  
Engineer's Consultant
  - c. Ben Purvis Land Surveying  
Engineer's Consultant
2. During the term of this Agreement the Engineer shall notify Owner of any other parties to be listed as an additional insured on Owner's general liability and professional liability insurance.
  3. The Owner shall be listed on Engineer's general liability policy as required by Paragraph 6.04.A.

This is **EXHIBIT J**, consisting of 1 page, ref part of the **Agreement between Owner and Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

**Special Provisions**

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Paragraph(s) \_\_\_ of the Agreement is/are amended to include the following agreement(s) of t

NONE

This is **EXHIBIT K**, consisting of 2 pages,  
and part of the **Agreement between Owner**  
**for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: \_\_\_\_\_
- b. Owner: \_\_\_\_\_
- c. Engineer: \_\_\_\_\_
- d. Project: \_\_\_\_\_

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment with respect to the modifications to be made. Use paragraph numbers in this document for reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth herein, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_
- c. This amendment amount: \$ \_\_\_\_\_
- d. Adjusted Agreement amount: \$ \_\_\_\_\_

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments shall remain in full effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

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

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

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

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

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

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

Winterville Town Council  
February 22, 2016  
Special Meeting Minutes

The Winterville Town Council met in Closed Session on the above date in the Town Hall Executive Room, with Mayor Douglas Jackson presiding. The invocation was led by Councilman Ronald Cooper. Members of the Council present were Mayor Douglas A. Jackson, Mayor Pro-Tem Mark Smith, Councilman Ronald Cooper Sr., Councilman Moye, and Councilwoman Veronica Roberson. Members present were Town Manager Terri L. Parker, Town Clerk Jasman J. Smith, Town Attorney Keen Lasch, Town Manager Ben Williams, Public Works Director Travis Welborn, and Electric Utilities Director R.

**APPROVAL OF AGENDA: A motion was made by Mayor Pro-Tem Smith and seconded by Councilman Moye to approve the agenda as presented. Motion carried unanimously.**

A motion was made by Councilman Moye and seconded by Councilwoman Roberson to adjourn the meeting. Motion carried unanimously.

**CLOSED SESSION PURSUANT TO NCGS 143-318.11(A) (1)**

A motion was made by Mayor Pro-Tem Smith and seconded by Councilman Moye to enter into Closed Session pursuant to NCGS 143-318.11(a) (1) - To prevent the disclosure of Information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes. **(Consent Agreement to Power Sales Agreement).** Motion carried unanimously.

**A motion was made by Councilman Moore and seconded by Councilwoman Roberson to return to Open Session. Motion carried unanimously.**

**CLOSED SESSION PURSUANT TO NCGS 143-318.11(A) (1)**

A motion was made by Mayor Pro-Tem Smith and seconded by Councilman Moye to approve the Consent Agreement to Power Sales Agreement with NTE Carolinas, LLC. Motion carried unanimously.

**Award of Contract - Charles W. Hughes Construction for Winterville Railroad Street Sidewalk Project:**

A motion was made by Mayor Pro-Tem Smith and seconded by Councilman Moye to approved the Consent Agreement to Power Sales Agreement with NTE Carolinas, LLC. Motion carried unanimously.

**ADJOURN**

Having no further business to come before the Council the meeting adjourned. A motion was made by Mayor Pro-Tem Smith and seconded by Councilman Cooper to adjourn at 5:47 pm. Motion carried unanimously.

Adopted this the 14<sup>th</sup> day of March, 2016

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Douglas A. Jackson, Mayor

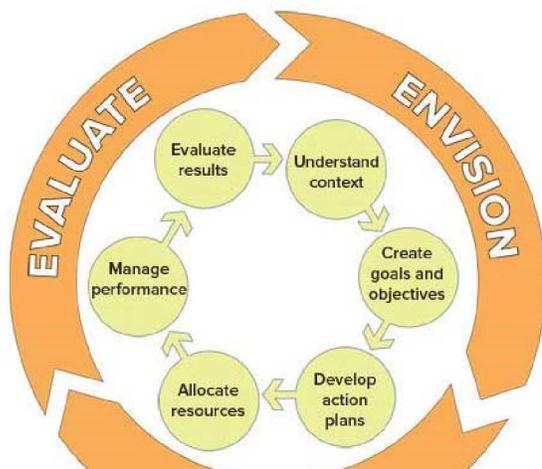
Winterville Town Council  
February 11, 2016 Special Meeting Minutes

The Winterville Town Council met in a special meeting on the above date at 5:00 PM in the Winterville Community Room, with Mayor Douglas A. Jackson presiding. The invocation was given by Councilman Moore. Mayor Pro-Tem Smith was absent. The following were present:

Mayor Douglas A. Jackson  
Councilman Johnny Moye  
Councilman Ronald Cooper, Sr.  
Councilwoman Veronica Roberson  
Councilman Moore  
Terri L. Parker, Town Manager  
Ben Williams, Assistant Town Manager  
Jasman J. Smith, Town Clerk  
Anthony Bowers, Finance Director  
David Moore, Fire Chief  
Evan Johnston, Parks and Recreation Director  
Alan Lilley, Planning Director  
Ryan Willhite, Police Chief  
Travis Welborn, Public Works Director  
Robert Sutton, Electric Utilities Director

Assistant Town Manager Ben Williams facilitated the meeting. He stated that *A vision without a plan is just a dream. A plan without a vision is just drudgery. But a vision with a plan can change the world.*

**Listed below are the notes from presentation:**



## 2015 Lightning Round

What would an ideal Winterville be like in 10 to 20 years?

Write down responses (1-2 minutes per category) and be specific.

- People
- Housing
- Services
- Jobs/Businesses
- Health Care
- Transportation
- Amenities
- Environment
- Public Involvement

## 2015 Areas of Interest

### People

- Recreation Minded
- More Retirees
- Mix of Ages

### Environment

- Same environment with more growth
- Grouping of like structures
- Maintain greenspaces
- Walkable
- Pleasing to the eye

### Economy/Jobs

- More retail stores
- Manufacturing
- Private/Small businesses
- Thriving downtown

### Amenities

- Civic/Recreation Center
- Trails
- Greenspaces

### Transportation

- Bus Service

## Variety of Needs

Long Term vs. Short Term

Internal – Personnel and Processes

External – Equipment and Facilities

- Recreation
- Electric
- Water
- Sewer
- Stormwater
- Finance/Billing/Tax
- Code Enforcement/Inspection
- Planning
- Fire/EMS
- Police

## Action in 2016

One action you would like to see for each of the following.

- General
- Recreation
- Electric
- Water
- Sewer
- Stormwater
- Finance
- Planning
- Code Enforcement/Inspection
- Fire
- Police
- EMS

Assistant Town Manager Ben Williams and Town Manager Terri L. Parker requested that the Town Council submit the information concerning the "Action in 2016" that they would like to see for the Town of Winterville by Friday, February 19.

Town Manager Terri L. Parker announced that she would like to meet with the Council for 15 minutes on Thursday, February 18 at 5:30 pm. She further stated that it would be her primary concerns to the NTE negotiation financing document for approval. Councilman Cooper announced that he would not be able to attend.

Parks and Recreation Director Evan Johnston was very appreciative of funding and is satisfied with the number of employees in his department.

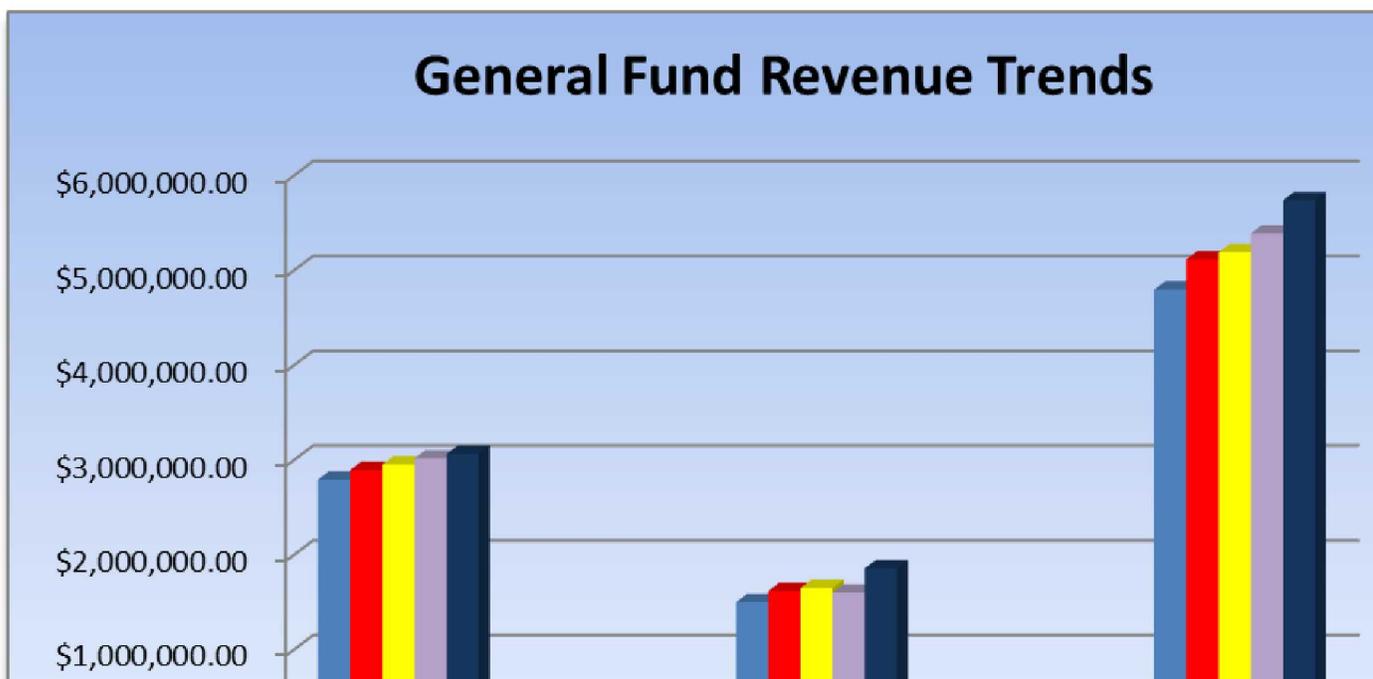
**BUDGET UPDATE:** Finance Director Anthony Bowers presented the Budget Update. The Budget Update is listed below:

### **Town of Winterville 2015-2016 Revenues**

#### **General Fund**

- Revenues are on target for the current fiscal year.
- As of the end of January we will have completed 58.3% percent of the year.
- Revenues are currently at 84.13% of the total revenue budget.
- With budgeted inter-fund transfers accounting for 19.25% of the General Fund Revenue.
- This is a .45% increase over last year.
- Property Tax revenue is at 98.97% of the budget.
- Vehicle Property Tax is currently on target for what was expected for this time of the year. We are averaging about \$37,475 which is slightly less than last year.
- Local Option Sales Tax is currently 62.52% of the estimated budget.
- Utility Franchise Taxes are higher than budget estimates. UFT are \$71,848 more than budget for the same period.

#### **General Fund Trends**



## **Recreation Fund**

- There were no contributions from Retained Earnings used to balance the Recreation budget.
- The Recreation Fund has collected 84.64% of budgeted revenues. Many of the program revenues are collected in the spring.

## **Electric Fund**

- The Electric Fund has sales revenues that are currently on target with expectations in an amount of \$3,577,023.
- Revenues are at 57.69% with 57% of the year billed.
- There were no contributions from Retained Earnings used to balance the Electric Fund budget.

## **Water Fund**

- The water fund is slightly above target with water sales at 60.13% for the year.
- Current sales are at \$711,967 for the year.
- The water fund did not use any Retained Earnings to balance the budget.

## **Sewer Fund**

- The Sewer Fund Sales are on target with \$1,049,951. Which is 59.35% of the sales budget for the year.
- There were no retained earnings used to balance this budget.

## **Stormwater Fund**

- Stormwater billings are \$103,877 or 59% of the budget.
- There were no Retained Earnings used to balance the budget.

## **2015-2016 Expenditures**

### **General Fund**

- At this point in the year we have only had minor budget amendment changes in the General Fund Budget.
- I would expect at least two more budget amendments before year-end.
- In the General Fund the Town has spent 53.51% of the funds that were appropriated.

### **Recreation Fund**

- The Recreation Fund is currently on target, with 40% of the yearly appropriations having been spent.
- \$323,878.84. of the \$808,874 budgeted has been spent.

### **Electric Fund**

- The purchase for resale line item is on target for the year with \$2,331,647 of the \$3,955,200 having been spent.
- The total expenditure is at 53.73% of the appropriation for the year.
- The total budget is \$6,780,028.

### **Water Fund**

- The total expenditure is at 61% of the appropriation for the year.
- Purchase for resale is at 42 % of the budget for the year with \$176,387 of the \$352,774 having been spent.
- The total Water Fund budget is \$1,287,272

### **Sewer Fund**

The Sewer Fund has currently spent 47.48% of its annual appropriation.

- CMSD expense is 35.66% of the annual budget.
- The total Sewer Fund Budget is \$1,948,968

### **Stormwater Fund**

- The Stormwater Fund has spent 74.62% of its annual appropriation of \$245,400
- This fund is above the 50% mark due to the contribution to the General Fund of \$55,000
- The largest appropriation in the Stormwater fund is maintenance and repair of equipment

### **Fund Balance Status**

- Our unrestricted fund balance as of 6-30-2015 was 77% of annual operating expenditures.
- There was no original appropriation of Fund Balance this year.
- The fund balance percentage presented for the General Fund includes the Recreation and Stormwater funds.
- The Recreation Reserve has \$15,419.
- The Powell Bill Fund has a cash balance of \$848,556. Restricted

### **Factors for Next Year**

- Expecting increases in Health Insurance in the 8 – 14 % range.
- We will not have any debt come off the books next year.
- New GF debt in the amount of \$30,138 for police cars.
- Expecting increases in Health Insurance in the 8 – 12 % range.
- We will have \$135,876 worth of debt come off the books next year.
- New GF debt in the amount of \$30,750 for new equipment.
- New Water Fund debt for Worthington Rd water main was pushed out a year. This will be in 2017-2018 FY. We will also have the 1st year of the water tower rehab debt in the next year.
- Water –Water Tower Maintenance.
- Sewer – Lauri Ellis Regional Pumpstation

### **External Factors For Next Year**

- Housing permits issued by the Planning Dept. have increased from 101 in 2014 to 121 in 2015. A substantial increase compared to prior years. No current indicator provides evidence that we will have a drastic change in either direction next year.
  - The unemployment rate for Greenville is 4.9% down from 5.4% for 2015.
- Overall economists seem to be optimistic about growth potential for North Carolina next year.
- We will be watching interest rates as the Federal Reserve has bumped up interest rates and may move them again.

**ADJOURN:** The meeting adjourned around 6:36 pm.

Adopted this the 14<sup>th</sup> day of March 2016.

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Douglas A. Jackson, Mayor

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Jasman J. Smith, CMC, NCCMC



Winterville Town Council  
February 8, 2016 Regular Meeting Minutes

The Winterville Town Council met in a regular meeting on the above date at 7:00 PM in the Town Council Room, with Mayor Douglas A. Jackson presiding. The meeting was called to order, followed by the Pledge of Allegiance, which was followed by the Mayor Douglas A. Jackson, which was followed by the pledge of allegiance. The following were present:

Mayor Douglas A. Jackson  
Mayor Pro-Tem Mark Smith  
Councilman Ronald Cooper, Sr.  
Councilwoman Veronica Roberson  
Councilman Moyer  
Councilman Tony Moore  
Terri L. Parker, Town Manager  
Ben Williams, Assistant Town Manager  
Jasman J. Smith, Town Clerk  
Keen Lassiter, Town Attorney  
Anthony Bowers, Finance Director  
Evan Johnston, Parks and Recreation Director  
Alan Lilley, Planning Director  
Ryan Willhite, Police Chief  
Travis Welborn, Public Works Director  
Robert Sutton, Electric Director

**APPROVAL OF AGENDA:** Town Manager Terri L. Parker announced that the microphones were not properly. She requested the removal of the Award of Contract for the 2016 Street Improvements and the Discussion of Allowed Uses in AR (Agricultural Residential) Zoning District under New Business. **was made by Councilman Cooper and seconded by Mayor Pro-tem Smith to approve the agenda with changes. Motion carried unanimously.**

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

**PRESENTATIONS:**

1. **Winterville Youth Council:** The Winterville Youth Council President Jayla Wooten provided an update on Youth Council's upcoming events, goals, and service projects. No Action was taken by the Town Council.
2. **Meeting Minutes Project:** Town Clerk Jasman J. Smith provided an update on the Meeting Minutes Project. She stated that she indexed 9 years of the Town of Winterville Meeting Minutes from 2007 to 2015 through American and Publishing Association and Publishing Association.

3. Utility Billing & Customer Assistance Policy – Finance Director Anthony Bowers: The Finance Director Anthony Bowers presented the item. He stated that at the January 11, 2016 Regular Meeting, Councilwoman Roberson asked for an update on the policies used for assisting customers with their utility bills. The information concerning the Town of Winterville's utility billing assistance policies and procedures will be presented to the Town Council. Questions from the Council were addressed. Councilman Moye stated that some residents want second billing program or the Budget Billing Program. He also asked can the costs of these programs be provided at the Budget Meeting scheduled for February 11, 2016. Town Manager Tamm stated that she has utilized some of these programs in other municipalities. Mayor Jackson commented that he believes the Town of Winterville has a fair billing process, then if the Town provides a service then it needs to be paid, otherwise we are adding a cost to the customer and it's not fair. Councilwoman Roberson stated that either way, we are adding a cost to the customer. Director Anthony Bowers replied that there are 20 customers out of 4,200 customers affected by the cut-off this or that these programs may affect. He further stated that his staff is currently on the job of trying to determine why one's utility bill may be high due to a water leak or a meter that is not normal for their billing. No Action was taken by the Town Council.

**PUBLIC COMMENT:** Mayor Jackson read the public comment policy aloud.

1. Wendy Hazelton: Ms. Wendy Hazelton announced that she is a resident of Winterville and a candidate for District Court Judge. **No action taken by the Town Council.**
2. Glenn Johnson: Mr. Glenn Johnson requested to have the Winterville Community Room rental fee waived on the last Thursday of every month from 6:30 pm to 7:30 pm. The rental fee was utilized for Mr. Glenn Johnson's Non-Profit agency, the Buffalo Soldiers. Further discussion was held and Questions from the Council were addressed. **A motion was made by Councilman Moye and seconded by Councilwoman Roberson to approve the request for Mr. Glenn Johnson to utilize the Community Room on the last Wednesday of every month from 6:30 pm to 7:30 p. Motion carried unanimously.**
3. Charles Pat Farris: Mr. Farris announced that he was a candidate for the House District 10. **action taken by the Town Council.**
4. Calvin Henderson: Mr. Henderson provided an update on Black History in Winterville. **action taken by the Town Council.**

**CONSENT AGENDA:**

1. Approval of January 11, 2016 Regular Meeting Minutes
2. Approval of Black History Month Proclamation
3. Approval of Release and Refund of Taxes

## **OLD BUSINESS:**

1. Update on Bathroom Renovations for Public Works Shop: Public works director Tra presented the item. **A motion was made by Mayor Pro-Tem Smith and seconded by Councilwoman Roberson to approve the Update on Bathroom Renovations for Public Works Shop. Motion carried unanimously.**
2. Approval of Three-Way Stop at Tyson and Railroad Streets : Town Manager Terri L presented the item. She stated that the Town Council directed Town Staff to study the necessity of stop signs and speed bumps in the Canterbury and CleveWood subdivisions in addition to the section of Railroad Street that passes Tyson Street from Depot to V. Town Staff has been collecting information and studying the need for these traffic calming measures. To date there appears to be no dissension on the installation of the 3-way stop at the intersection of Tyson and Railroad Streets. Staff requests Council approval for the installation of stop signs. **A motion was made by Councilman Moore and seconded by Councilwoman Roberson to approve the Three-Way Stop at Tyson and Railroad Streets. Motion carried unanimously.**

## **NEW BUSINESS:**

1. 2016 General Elections – Town Clerk Jasman J. Smith presented the item. No action was taken by the Town Council.
2. Volunteer Board Appreciation Dinner: Town Clerk Jasman J. Smith presented the item. She stated that in prior years, the Town Council held a dinner to recognize the volunteers of the various advisory boards for their service to the Town of Winterville. In the past, the dinner was held during National Volunteer Appreciation Week. National Volunteer Appreciation Week is from April 17, 2016 to April 23, 2016. Town Staff recommends scheduling the dinner on Thursday, April 14<sup>th</sup> at 7 pm so that the Town may recognize its volunteers. The Town Council by consensus scheduled the Volunteer Board Appreciation Dinner for Thursday April 14, 2016 at 7 pm.
3. Town Hall Day – Town Clerk Jasman J. Smith presented the item. She stated that the Annual Town Hall Day is being held on Wednesday, June 8<sup>th</sup>. Town Hall Day is organized by the League as the premier opportunity each year for city and town leaders to come together to share their views on key municipal issues with legislators and executive branch officials. It allows municipal officials from around the state to become a visible presence at the State Capitol Building, sending a strong message about the importance of vibrant, healthy cities. Town Hall Day is organized on behalf of the 540 municipalities represented by the League. Local officials can have coordinated meetings with key decision-makers. These meetings allow legislators and state leaders understand that the League is working on behalf of all municipalities, towns, and help to continue the dialogue between municipal and state officials. The agenda items include: A legislative briefing from the League's Governmental Affairs team; Meeting with legislators and state leaders; and a reception at the State Capitol Building.

4. Appointment/Re-Appointment of Town Representative to Mid-East Commission – **A motion was made by Councilman Moye and seconded by Councilman Cooper to appoint Councilwoman Roberson to the Mid-East Commission. Motion carried unanimously.**
5. Discussion of Allowed Uses in AR (Agricultural Residential) Zoning District – This item was requested by Councilman Moore. Town Staff will further research the item and tabulate it for the next Regular Meeting. No action was taken by the Town Council.
6. Award of Contract to Rivers & Associates for the Storm Drainage Projects – A motion was made by Councilman Moore and seconded by Mayor Pro-Tem Smith to award of Contract to Rivers & Associates for the Storm Drainage Projects. Motion carried unanimously.
7. Town of Winterville Clock- Kiwanis Club – Mayor Douglas Jackson presented the item that the Kiwanis Club would like to donate \$15,000 to the Town of Winterville for a clock. **A motion was made by Councilman Moore and seconded by Mayor Pro-Tem Smith to direct the Town Staff to work on researching a Clock with the funds to be donated by the Kiwanis Club. Motion carried unanimously.**

## **ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS-**

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

- Town Attorney Keen Lassiter reported on the Mill Street apartments.
- Councilwoman Roberson commented on the Black History Month program held by Winterville Impact. She stated that it was a great program and good turnout.
- Councilman Moye asked about the Nobel Canal Project and Urgent Repair Housing Program. Town Manager Terri L. Parker stated that the Town was completed the requested repairs on the applications. Town Manager Terri L. Parker stated that the Town is not doing what is on the application because it will be based on what is in the application. She also stated that each applicant will not be getting all of the \$5400 in funding up to the amount. Councilman Moye reiterates the purpose of the program, which is to provide the repairs that were listed on the application provided by the applicant. Town Manager Terri L. Parker further replied that some of the requests on the applications that the applicant may feel like they are in need is not an urgent need. Councilman Moye stated that this process has been going on for 3 years.
- Town Manager Terri L. Parker announced the upcoming Special Meeting and that the Town will be in recess if necessary.

**CLOSED SESSION PURSUANT TO NCGS 143-318.11(A) (1):**

A motion was made by Councilman Cooper and seconded by Mayor Pro-Tem Smith to adjourn the  
A motion was made by Councilman Cooper and seconded by Mayor Pro-Tem Smith to enter into  
pursuant to NCGS 143-318.11(a) (1) – To prevent the disclosure of Information that is privileged  
pursuant to the law of this State or of the United States, or not considered a public record within  
Chapter 132 of the General Statutes. **(Closed Session Minutes)**. Motion carried unanimously.

A motion was made by Councilman Cooper and seconded by Mayor Pro-Tem Smith to enter into  
Motion carried unanimously.

**A motion was made by Councilman Moore and seconded by Councilman Cooper to approve  
Closed Session Minutes for 9/10/2012; 11/29/2012; 2/11/2013; 9/9/2013; 7/14/2013;  
6/17/2015; 6/24/2015; and 11/9/2015 And to unseal Closed Session Minutes for 6/1/2009;  
7/13/2009; 11/9/2009; 12/14/2009; 4/12/2010; 5/10/2010; 4/27/2011; 9/10/2012;  
2/11/2013; Motion carried unanimously.**

**ADJOURN**

Having no further business to come before the Council the meeting adjourned. A motion was made  
Councilman Moye and seconded by Councilwoman Roberson to adjourn at 9:30 pm. Motion carried

Adopted this the 14<sup>th</sup> day of March, 2016

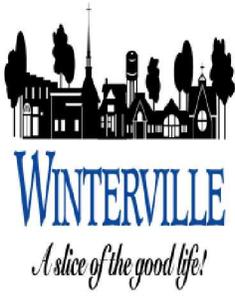
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Douglas A. Jackson, Mayor

ATTEST:

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Jasman J. Smith, BSBA, CMC, NCCMC  
Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Cor

**Meeting Date:** March 14, 2016

**Presenter:** Terri L. Parker, Town Manager

**Item to be Considered**

**Subject:** Proclamation Honoring National Rebuilding Day – April 16, 2016

**Action Requested:** Approval of Proclamation and Support for National Rebuilding Day

**Attachments:** Proclamation

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 3/4/2

**ABSTRACT ROUTING:**

TC 3/2/16-JJS

FD \_\_\_\_\_

TM tlp – 03/4/2016

Final

**Supporting Documentation**

As you will recall, the Town of Winterville currently partners with Rebuilding Together Pitt C  
Town's Urgent Repair Program. Rebuilding Together Pitt County's National Rebuilding Day  
2016!

April is National Rebuilding Month which brings national attention to the struggles low-incom  
and families face to remain in a home that is safe, healthy, warm, and efficient.

In addition to seeking local support and sponsorships, Rebuilding Together Pitt County is s  
local officials involved in National Rebuilding Day and they are seeking volunteers to be a p  
important day. What can volunteers do to help? They can “grab a hammer and get down a  
rest of the volunteers or just snap a few pictures and interact with the volunteers”...anythin  
beneficial to the Town, Pitt County and to this special event!



***PROCLAMATION***  
***NATIONAL REBUILDING DAY***  
***APRIL 16, 2016***

**WHEREAS**, Rebuilding Together was founded in 1988 as a leading national nonprofit in safe and sound housing; and,

**WHEREAS**, Rebuilding Together Pitt County has been transforming communities in Pitt County for 27 years; and,

**WHEREAS**, Rebuilding Together Pitt County has been dedicated to helping low income homeowners with critical home repairs and modifications for accessibility and aging in place; and,

**WHEREAS**, National Rebuilding Day is our signature event and typically occurs in April. It is a day when affiliates from all parts of the country plan projects to celebrate the organization's mission and to bring national attention to the plight of America's low-income homeowners; and,

**WHEREAS**, Rebuilding Together's goal is to broaden public awareness of the need for home safety and accessibility modifications and advocate for the needs of low-income homeowners, particularly the elderly and veterans; and,

**WHEREAS**, teams of volunteers are mobilized to work in partnership with the community to repair homes and improve the neighborhoods of our low income residents of Pitt County so they may continue to live with safety and independence; and,

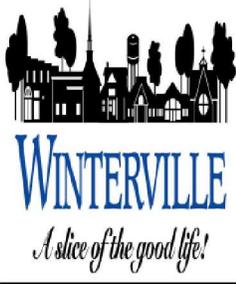
**NOW, THEREFORE, I, Douglas A. Jackson, Mayor of the Town of Winterville** do hereby proclaim April 16, 2016, as "National Rebuilding Day" in Pitt County, NC, and I urge all the people of the Town of Winterville to volunteer their time and to support the projects and efforts of Rebuilding Together Pitt County during National Rebuilding Day.

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Douglas A. Jackson

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the great seal of the Town of Winterville, North Carolina this the 14<sup>th</sup> day of March 2016.

Attest:



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: Co

**Meeting Date:** March 14, 2016

**Presenter:** Anthony Bowers, Finance Director

**Item to be Considered**

**Subject:** Capital Project Fund Ordinance for Water Tower Rehab

**Action Requested:** Adopt the Capital Project Ordinance

**Attachments:** Water Tower Rehab Capital Project Ordinance

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

**Date:** 3/8/2

**ABSTRACT ROUTING:**

TC 3/9/2016 jjs

FD \_\_\_\_\_

TM 3/9/2016

Final

**Supporting Documentation**

In order to rehabilitate the Town Water Tower and upgrade the water wells; as well as rehabilitation on Sylvania St. the Town Council needs to approve the Capital Project Budget Ordinance. This is required for financing with the State Revolving Fund.

The adoption of a Capital Project Budget Ordinance is defined in General Statute 159-13.2. That the project ordinance must clearly identify the purpose of the project. It must also establish a balanced budget with equal amounts of revenues and appropriations. The project ordinance will only fund the project.

The establishment of this capital project fund will provide detailed background information that includes the LGC application process, Financing Process, and Accounting for the project.

**Budgetary Impact:** The total project budget is \$791,750. The project is scheduled to be funded by proceeds from the NCDENR State Revolving Fund. Annual debt service will be due one year after the project completion.

**TOWN OF WINTERVILLE  
CAPITAL PROJECT BUDGET ORDINANCE  
Water Tank and Distribution Line Rehab**

**BE IT ORDAINED** by the Town Council of the Town of Winterville, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**Section 1:** The project authorized is for the Rehabilitation of the Town's Elevated Water Tank and the upgrade of facilities at the Town's wells; as well as, line replacement and extension on Sylvania St.

**Section 2:** The following amounts are appropriated for the project:

Construction	\$650,000
Contingency	\$ 65,000
<u>Engineering Cost</u>	<u>\$ 76,750</u>
	<b>\$791,750</b>

**Section 3:** The following revenue is anticipated to be available for this project:

Debt Proceeds	\$723,300
<u>Water Fund Contribution</u>	<u>\$68,450</u>
	<b>\$791,750</b>

**Section 4:** The finance Officer is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the financing agreement.

**Section 5:** Funds may be advanced from the Water Fund for the purpose of making payments that are due. Reimbursement requests should be made to the loan agency in an orderly and prompt manner.

**Section 6:** The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 2 and on the total revenues received or claimed.

**Section 7:** Copies of this capital project budget ordinance shall be furnished to the Town Council, Governing Board, Finance Director, and Town Manager (Budget Officer) to be kept on file for their direction in the disbursement of funds.

Adopted this 14th day of March, 2016

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Douglas A. Jackson, Mayor



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: 01

**Meeting Date:** March 14, 2016

**Presenter:** Terri L. Parker, Town Manager and  
Stephen Penn, Economic Development Planner

**Item to be Considered**

**Subject:** Update on Possible Implementation of a Façade Grant Program

**Action Requested:** Council Direction as Applicable

**Attachments:** Information on this Item will be handed out at the Meeting.

**Prepared By:** Stephen Penn, Economic Development Planner

**Date:** 3/2/2016

**ABSTRACT ROUTING:**

TC 3/4/2016 jjs

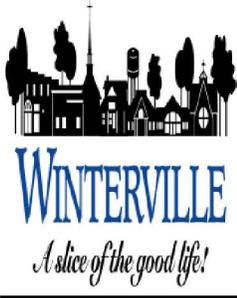
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TM 3/4/2016

Final

**Supporting Documentation**

Staff will provide Town Council with further information on the possible implementation of a Wi grant.



## Town of Winterville Town Council Agenda Abstract

Item Section: 01

**Meeting Date:** March 14, 2016

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

### Item to be Considered

**Subject:** Update on Possible Implementation of a Solar Power Policy

**Action Requested:** Council Direction if Applicable

**Attachments:** Power Point Presentation

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

**Date:** 3/2/2016

#### ABSTRACT ROUTING:

TC 3/3/2016 jjs

FD \_\_\_\_\_

TM 3/3/2016

Final

### Supporting Documentation

In 2010, Town Council gave preliminary approval to the *Policy for Small (<10kW) Solar Photovoltaic Systems*.

In December 2015, a request from a resident and a potential commercial developer was made for consideration of establishing and implementing a solar credit rate structure for the small system policy, as well as developing a policy and rate structure for larger systems. Staff has evaluated infrastructure (ie. distribution, metering, software, etc.) for capability. Staff has reviewed EMC municipal owned utility solar policies and also evaluated potential financial impacts of establishing a rate structure.

The TOW Zoning Ordinance does not currently address solar facilities specifically. Full implementation of a solar policy will require review and revision of the TOW zoning ordinance.

Staff is budgeting for an Asset Management Plan (Electric), 10-year Capital Improvement Plan, and a Water Service / Utility Rate Analysis. Staff will also be negotiating new transmission agreements with the upcoming fiscal year.

**Budgetary Impact:** TBD



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: OI

**Meeting Date:** March 14, 2016

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

**Item to be Considered**

**Subject:** Update on Traffic Calming Study for the Canterbury, Cleveewood and Railroad Neighbo

**Action Requested:** Approve 3 and 4 way stops but no speed bumps at this time

**Attachments:** Any Information related to this item will distributed at the Meeting

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

**Date:** 3/3/2016

**ABSTRACT ROUTING:**

TC 3/3/2016 jjs

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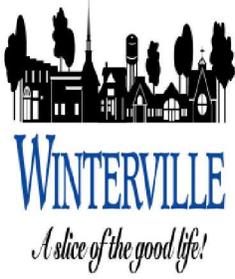
TM 3/4/2016

Final

**Supporting Documentation**

Presentation of survey data and citizen input on speed calming proposals of 3 and 4 way stop bumps in the neighborhoods of Canterbury and Cleveewood. Proposed measures were to be located on Miller (4 way), Chaucer and Franklin (4 way), Franklin and Merchant (3 way), Franklin and Corbett (3 way), Corbett and Spring Run (4 way), Tabard and Becket (3 way), Spring Run and Corbett between 657 and 667 and 733 and 743, and on Railroad street between Tyson and Bo

In order to promote safe traffic speed limits on local streets and address citizen concerns as well as their input, the following action is requested above.



## Town of Winterville Town Council Agenda Abstract

Item Section: 01

**Meeting Date:** March 14, 2016

**Presenter:** Alan Lilley, Planning Director and  
Ben Williams, Assistant Town Manager

### Item to be Considered

**Subject:** Discussion on Agricultural-Residential (AR) Zoning District

**Action Requested:** Council Direction if Applicable

**Attachments:** Description of AR District from Zoning Ordinance; List of Permitted & Conditional Uses within the AR District

**Prepared By:** Alan Lilley, Planning Director

**Date:** 3/3/2016

#### ABSTRACT ROUTING:

TC 3/4/2016 jjs

FD \_\_\_\_\_

TM 3/3/2016

Final

### Supporting Documentation

At the last Town Council Meeting, the Council expressed interest in looking at existing uses in the Agricultural-Residential (AR) Zoning District to determine if any changes to the ordinance are warranted at this time. Staff will briefly discuss what uses are currently allowed in AR and take suggestions from the Council on what (if anything) they would like to see changed. If the Council directs Staff to proceed with amendments to said Zoning Ordinance, those changes will need to be referred to the Planning Board for consideration and recommendation, as required by State Statute, before adopting and implementing the proposed amendments.

Town Council will also need to hold a public hearing prior to adoption.

## **ARTICLE IV. ESTABLISHMENT OF ZONING DISTRICTS**

### **Section 4.1 Primary Zoning Districts Established: Purposes Set Forth**

For the purposes of this Ordinance, the Town of Winterville, North Carolina, and its extraterritorial zoning jurisdiction are hereby divided into the following use districts:

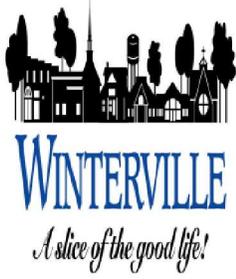
#### **Section 4.1.1 Agricultural-Residential District (A-R)**

The Agricultural-Residential District (AR) is established as a district to promote a compatible mixture of low-density residential and agricultural uses where urban development is expected to occur. The purpose of this district is to maintain lots of sufficient size to insure residential development dependent upon septic tank systems for sewage disposal and private wells for water will occur at sufficiently low density to insure a healthful environment. The minimum lot size established for this district, however, does not guarantee sufficient space for on-site water and/or sewer systems. *(2000 Zoning Ordinance, 0-51-02149900, adopted 02/14/2000)*

<b>A-R District</b>			
<b>Permitted Uses:</b>			
<b><u>LUC</u></b>	<b><u>SIC</u></b>	<b><u>SR</u></b>	<b><u>Residential Uses</u></b>
1	0	42	single-family detached dwelling
	0	3	class A single family
	0	4	class B single family
2	8351		family care home (6 or less)
			<b><u>Recreational Uses</u></b>
1	7997	12	golf courses, including pro shop
2	7990		public parks
2	7999		recreation facilities, public
4	7999		shooting ranges, outdoor, local government only
3	7997	13	swim and tennis clubs
3	7997	13	swimming pools, private
			<b><u>Educational &amp; Institutional Uses</u></b>
2	8661		churches, synagogues, and other associated activities
3	8220		colleges or universities
3	0		government offices & facilities
3	0		retreat centers
3	8210		schools, including public & private, having the same curriculum as those in public schools
			<b><u>Business, Professional, &amp; Personal Services</u></b>
3	0		automobile parking lots & facilities for permitted uses in the district
3	0		farm related enterprises such as vegetable stands, fishing ponds, horticulture, landscaping services, farm supplies, stables
3	0		internal service facilities, incidental to permitted uses, including cafeterias, day care facilities, snack bars, pharmacies, optical stores & similar retail activities when conducted solely for use of employees, patrons, or occasional visitors; provided, such activities are within the principal building & advertising for it is not permitted beyond the premises
*			signs as regulated by Article IX
3	0		structures & uses clearly incidental to a permitted use

4	0		sewage collection lines, pump stations & appurtenances
4	0	36	sewage treatment plants, non government public
4	0		telephone & television cable poles, towers, supporting cable, lines & related appurtenances.
4	0		water distribution lines, booster pumps, storage facilities & appurtenances
4	0	36	water treatment plants, non-government public
			<b><u>Miscellaneous</u></b>
3	0		yard sales - limited to 4 one-day events per year
<b>Conditional Uses:</b>			
			<b><u>Residential Uses</u></b>
2	0	1	Bed & Breakfast Inns
2	0	2;42	dwelling, conventional or modular: multi-family (including single family attached of more than 2 attached units)
1	0	2	two-family (Including single family attached of no more than 2 attached units)
*	8322	5	family day-care home (3-5)
*	0	6	home occupation, customary
2	0	7	mobile home park
			<b><u>Recreational Uses</u></b>
2	8640	11	associations or organizations; social & fraternal
3	7999	10	golf driving ranges
2	7997	12	recreation facilities, private: including country clubs, private neighborhood parks & multi-family recreation areas where the principal use is permitted in the zoning district
4	7999	12	saddle, hunting, fishing, boating and similar private clubs
			<b><u>Educational &amp; Institutional Uses</u></b>
3	0	14	cemetery
3	8322	15/43	day care centers, (6 or more)
			<b><u>Business, Professional, &amp; Personal Services</u></b>
4	742	17	animal clinics and hospitals; including totally enclosed kennels operated in connection with animal clinics or hospitals
4	0	18	animal kennels

3	0	24	arts & craft sales; similar specialty retail
3	5992	41	florist shop
3	5947	24	gift, novelty & souvenir shop
			<b><u>Wholesale Trade</u></b>
4	5191	26	agriculture chemicals/pesticides/fertilizers
4	5159	26	agriculture products, other
4	5154	27	livestock
			<b><u>Public Works</u></b>
4	0	37	wireless telecommunication towers & facilities



**Town of Winterville  
Town Council  
Agenda Abstract**

Item Section: 01

**Meeting Date:** March 14, 2016

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

**Item to be Considered**

**Subject:** Elevated Water Tank Rehab and Water Distribution Improvements

**Action Requested:** Approval of ESA – Task Order No. 17

**Attachments:** Wooten Co. Engineering Services Agreement - Task Order No. 17

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

**Date:** 3/7/2016

**ABSTRACT ROUTING:**

TC 3/7/2016 jjs

FD \_\_\_\_\_

TM 3/7/2016

Final

**Supporting Documentation**

The Town was awarded a 20-year low-interest loan from the NCDEQ – Division of Water Infrastructure Water State Revolving Fund (DWSRF) program for the rehabilitation of the elevated water tank and of a 2-inch waterline with a 6-inch waterline along Sylvania.

The cost for engineering services is \$59,750.

This Engineering Services Agreement (Task Order No. 17) will allow Wooten Company to perform engineering design, construction administration, construction inspection, permitting, and DWSRF administration.

**Task Order No. 17 – Town of Winterville - 2016 DWSRF Elevated Tank and  
System Improvements**

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In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer  
Services – Task Order Edition, dated September 10, 2012 ("Agreement"), Owner  
agree as follows:

1. Specific Project Data
  - A. Title: **2016 DWSRF Elevated Water Tank and Distribution System  
Improvements**
  - B. Description: **Engineer will provide services (as noted in S  
interior/exterior rehabilitation of 500,000 gallon tank, installation  
portable generator at wells, and replacement of 2-inch waterli  
waterline along Sylvania Street. Project is funded with \$790,0  
loan funds.**
  - C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under 1 Construct

2. Services of Engineer
  - Study and Report Services
  - Design Services
  - Bidding or Negotiating Services
  - Construction and Commissioning Services
  - Resident Project Representative Services
  - Additional Services
    - A. Permitting
    - B. SRF Loan Administration

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Engineering Reports Completion (DWSRF Milestone)	June 1, 20
Engineering Design Completion (DWSRF Milestone)	May 1, 20
Construction Administration / RPR Services Completion	5 mos. a

5. Payments to Engineer

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimated Compensation Services</i>
<b>Engineering Report</b>	<i>Lump Sum</i>	
<b>Environmental Information Document</b>	<i>Lump Sum</i>	
<b>Engineering Design</b>	<i>Lump Sum</i>	
<b>Construction Administration</b>	<i>Hourly Rate</i>	
<b>RPR Services</b>	<i>Hourly Rate</i>	
<b>Permitting</b>	<i>Hourly Rate</i>	
<b>SRF Loan Administration</b>	<i>Hourly Rate</i>	
<b>TOTAL ESTIMATE</b>		

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

C. **Estimated Ceiling Fees will not be exceeded without written approval of the Owner. Tank climbs will be invoiced at \$100.00 per climb excluding Services fees.**

6. Consultants: **None.**

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

10. Terms and Conditions: Execution of this Task Order by Owner and make it subject to the terms and conditions of the Agreement (as m which Agreement is incorporated by this reference. Engineer is auth performance upon its receipt of a copy of this Task Order signed by C

The Effective Date of this Task Order is February 15, 2016.

**OWNER:**

**Town of Winterville**

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

Typed Name: **Douglas A. Jackson**

Title: **Mayor**

**ENGINEER:**

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

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

Typed Name: **Gary D.**

Title: **Vice Pre**

Engineer License or Firm's  
Certificate No.

State of: **North C**

**DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:**

Typed Name: **Ben Williams**

Title: **Asst. Town Manager**

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

E-Mail  
Address: **ben.williams@wintervillenc.com**

Phone: **(252) 215-2420**

Fax: **(252) 215-2465**

**DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:**

Typed Name: **Derrick C**

Title: **Greenville**

Address: **310 W. 14  
Greenville**

E-Mail  
Address: **dsmith@thew**

Phone: **(252) 757-1096**

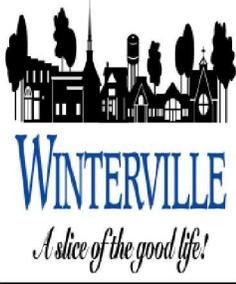
Fax: **(252) 757-3221**

APPENDIX 1  
 SCHEDULE OF FEES  
 ENGINEERING COST BREAKDOWN  
 HOURLY RATES FOR WAGE CATEGORIES

Wage Category	Hourly Billing Rate
Engineer IV	\$ 172
Engineer III	\$ 125
Engineer II	\$ 95
Engineer I	\$ 84
Designer IV	\$ 121
Designer III	\$ 97
Designer II	\$ 75
Designer I	\$ 63
Inspector III	\$ 85
Inspector II	\$ 75
Inspector I	\$ 67
Surveyor Project Manager	\$ 135
Project Surveyor	\$ 93
Survey Field Supervisor	\$ 72
Survey Technician	\$ 52
GIS Analyst III	\$ 97
GIS Analyst II	\$ 70
Construction Admin III	\$ 172
Construction Admin II	\$ 125
Architect II	\$ 121
Planner IV	\$ 174
Planner III	\$ 147
Planner II	\$ 125
Planner I	\$ 93
Community Development Planner I	\$ 114
Project Coordinator	\$ 93
Planning / Community Development Specialist II	\$ 81
Planning / Community Development Specialist I	\$ 70
Project Assistant	\$ 65

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

The Wooten Company makes annual adjustments on July 1st. The



## Town of Winterville Town Council Agenda Abstract

Item Section: Ne

**Meeting Date:** March 14, 2016

**Presenter:** Evan Johnston, Director of Parks & Recreation

### Item to be Considered

**Subject:** Naming of the New Concession Stand at the Winterville Recreation Park – Kenan J. Fleming

**Action Requested:** Approval of Naming Concession Stand One (1) Kenan J. Fleming Concession Stand

**Attachments:** N/A.

**Prepared By:** Evan Johnston, Director of Parks & Recreation

**Date:** 3/1/2016

#### ABSTRACT ROUTING:

TC 3/3/2016 jjs

FD \_\_\_\_\_

TM 3/4/2016

Final

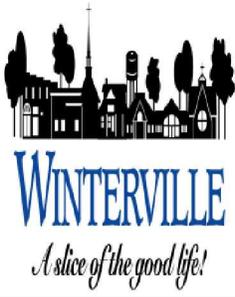
### Supporting Documentation

Staff recommends naming Concession Stand One (1) at the Winterville Recreation Park (WRF) Fleming in recognition of his service and dedication to the Town.

Mr. Fleming began his tenure with the Town in Public Works before transferring to Parks and Recreation. Mr. Fleming had an impact on the lives of all who came through Department programs, always willing to go beyond to get the job done, and was a beloved figure in the Department.

On the morning of September 7, 2013 Mr. Fleming passed away at the age of forty one (41). Mr. Fleming was employed by the Town for six (6) years. He is survived by his wife Kathy and children, Jacob and Rebecca.

The Winterville Recreation Advisory Board, during their November meeting, voted to recommend naming a concession stand, after Kenan J. Fleming, by Town Council. Neither concession stand at WRF has a formal name.



## Town of Winterville Town Council Agenda

Item Section: Cl

**Meeting Date:** March 14, 2016

**Presenter:** Keen Lassiter, Town Attorney and  
Terri L. Parker, Town Attorney

### Item to be Considered

**Subject:** Closed Session Item – 143-318.11(a)(5)

**Action Requested:** Council Direction if Applicable

**Attachments:** N/A

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 3/2/2016

#### ABSTRACT ROUTING:

TC 3/2/2016 jjs

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TM tlp – 3/2/2016

Final

### Supporting Documentation

Closed Session: §143-318.11(a)(5) – To establish, or to instruct the public body's staff or agents concerning the position to be taken by or on behalf of the public body in negotiating other material terms of a contract or proposed contract for the acquisition of real property by option, exchange, or lease; or (ii) the amount of compensation and other material terms of contract or proposed employment contract. **(260 and 300 Sylvania Street)**