



TOWN COUNCIL AGENDA
MONDAY, APRIL 13, 2020 - 7:00 PM
WINTERVILLE EXECUTIVE CONFERENCE ROOM
REMOTE VIA ZOOM

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **APPROVAL OF AGENDA.**
- VI. **PROCLAMATIONS:**
 1. Volunteer Appreciation Month.
- VII. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
- VIII. **CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
 1. Approval of the following sets of Council Meeting Minutes:
 - March 9, 2020 Regular Meeting Minutes.
 2. Evergreen Construction Company: Rezoning Request (Conditional Zoning District) - Schedule Public Hearing for May 11, 2020.
 3. Ange Plaza, Lot 21: Annexation Request - Schedule Public Hearing for May 11, 2020.
 4. Budget Amendment.

IX. OLD BUSINESS:

1. Cost Participation for Betterment Costs of Eli's Ridge Subdivision Lift Station & Force Main.
2. Utility Infrastructure Reimbursement Agreement for Eli's Ridge Subdivision Lift Station & Force Main.
3. Chapman Street Culvert Replacement Project Proposed Contract Amendment.

X. NEW BUSINESS:

1. 2020 Street Improvements Project Contract Award.
2. Public Works Capital Improvement Plan Update.
3. 2020 Water System Improvements: SRF Loan Application Authorizing Resolution.
4. Appointment of Board of Adjustment Member.
5. ADA Self-Assessment and Transition Plan.

XI. OTHER AGENDA ITEMS:

1. Reduce electric rates temporarily due to Coronavirus. (Councilman Moore)

XII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:

XIII. REPORTS FROM DEPARTMENT HEADS:

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

XIV. ANNOUNCEMENTS.

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

XVI. ADJOURN.

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



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Proclamations

Meeting Date: April 13, 2020

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Volunteer Appreciation.

Action Requested: Approval of Proclamation.

Attachment: Proclamation Honoring Volunteer Appreciation.

Prepared By: Donald Harvey, Town Clerk

Date: 4/1/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

Approval of the attached Proclamation Honoring Volunteer Appreciation.

Budgetary Impact: NA.

Recommendation: Approval of Proclamation.



PROCLAMATION
Honoring Volunteer Appreciation

WHEREAS, the celebration of National Volunteer Week, April 19-25, 2020, is a time to honor volunteers for the irreplaceable impact of their time and energy all year round; and

WHEREAS, National Volunteer Week is an opportunity to celebrate the impact of volunteer service and the power of volunteers to tackle society's greatest challenges, to build stronger communities and be a force that transforms the world; and

WHEREAS, Each year, we shine a light on the people and causes that inspire us to serve, recognizing and thanking volunteers who lend their time, talent and voice to make a difference in their communities; and

WHEREAS, National Volunteer Week was established in 1974 and has grown exponentially each year, with thousands of volunteer projects and special events scheduled throughout the week. Today, as people strive to lead lives that reflect their values, the expression of civic life has evolved.

WHEREAS, all Americans are called to observe this week by volunteering in service projects across our country and pledging to make service a part of their daily lives.

WHEREAS, experience teaches us that government alone cannot solve all of our nation's social problems, so we have focused on partnerships with businesses, faith-based organizations, non-profit organizations and individuals to make a difference; and

WHEREAS, the Town of Winterville believes that a tangible and sustained effort must be made to meet the diverse needs and challenges our residents may be facing because emergencies or economic crisis, and

WHEREAS, the Town of Winterville is committed to encouraging volunteerism among its employees, partners, businesses, organizations, and citizens; and

WHEREAS, volunteers are vital to our future as a caring and productive Town. Dozens of volunteers through non-profit charities and faith based organizations working in our community utilize their time and talents daily to make a difference in the lives of children, adults and the elderly, and

WHEREAS, on the celebration of National Volunteer Week, April 19-25, 2020, and

NOW, THEREFORE, I, Douglas A. Jackson, Mayor of the Town of Winterville hereby honor the volunteers, and

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 13th day of April, 2020.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: April 13, 2020

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Council Meeting Minutes.

Action Requested: Approval of Minutes.

Attachment: Draft Minutes of the Council meeting listed below.

Prepared By: Donald Harvey, Town Clerk

Date: 4/1/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- March 9, 2020 Regular Council Meeting.

Budgetary Impact: NA.

Recommendation: Approval of Minutes.



**WINTERVILLE TOWN COUNCIL
MONDAY, MARCH 9, 2020 – 7:00 PM
REGULAR MEETING MINUTES**

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

Douglas A. Jackson, Mayor (absent due to illness)
Veronica W. Roberson Mayor Pro Tem
Richard (Ricky) E. Hines, Councilman
Tony P. Moore, Councilman
Johnny Moye, Councilman
Mark C. Smith, Councilman
Keen Lassiter, Town Attorney (absent due to illness)
Terri L. Parker, Town Manager
Ben Williams, Assistant Town Manager
Ryan Willhite, Police Chief
David Moore, Fire Chief
Travis Welborn, Public Works Director
Robert Sutton, Electric Director
Anthony Bowers, Finance Director
Evan Johnston, Parks and Recreation Director
Bryan Jones, Planning Director
Stephen Penn, Economic Development Director
Donald Harvey, Town Clerk

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

INVOCATION: Councilman Moye gave the Invocation.

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

WELCOME: Mayor Pro Tem Roberson welcomed the public.

APPROVAL OF AGENDA:

Manager Parker noted some changes to the Agenda on the desk in front on each person.

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

PROCLAMATIONS: Mayor Pro Tem Roberson read the following Proclamations.

1. Month of the Young Child and Week of the Young Child.



PROCLAMATION
Month of the Young Child and Week of the Young Child

WHEREAS, the Martin-Pitt Partnership for Children, in conjunction with the North Carolina Association for the Education of Young Children (NCAEYC) and National Association for the Education of Young Children (NAEYC), are celebrating the Month of the Young Child in April 2020, and the Week of the Young Child, April 13-17, 2020; and

WHEREAS, these organizations are working to promote and inspire high quality early childhood experiences for our city's youngest citizens, that can provide a foundation of learning and success for children in Winterville, North Carolina; and

WHEREAS, teachers and others who work with or on behalf of young children birth through age five, who make a difference in the lives of young children in Winterville, North Carolina deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures and to the prosperity of our society; and

WHEREAS, all young children and their families across the country and in Winterville, North Carolina deserve access to high-quality early education and care; and

WHEREAS, in recognizing and supporting the people, programs, and policies that are committed to high-quality early childhood education as the right choice for kids; and

NOW, THEREFORE, I, Veronica W. Roberson, Mayor Pro Tem of the Town of Winterville, do hereby proclaim April 2020 as "Month of the Young Child" and April 13-17, 2020 as "Week of the Young Child" in Winterville, North Carolina and commend observance to all citizens; and

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 9th day of March, 2020.

Veronica W. Roberson, Mayor Pro Tem

Attest:

Donald Harvey, Town Clerk

2. Women's History Month.



PROCLAMATION
Honoring Women's History Month

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which created a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history; and

NOW, THEREFORE, I, Veronica W. Roberson, Mayor Pro Tem of the Town of Winterville hereby designate March as "Women's History Month" honoring the contribution and legacy of women.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 9th day of March, 2020.

Veronica W. Roberson, Mayor Pro Tem

Attest:

Donald Harvey, Town Clerk

3. Mamie Whitehurst Boyd 80th Birthday.



PROCLAMATION
Honoring Mamie Whitehurst Boyd 80th Birthday

WHEREAS, the Town of Winterville recognizes the 80th birthday of Ms. Mamie Whitehurst Boyd, born and reared in the Winterville Community; and

WHEREAS, longevity of life is a blessing for an individual and for a community which benefits from the experiences, cooperation, knowledge and creativity this individual brings to our community; and

WHEREAS, Ms. Mamie was born in Pitt County North Carolina on March 13, 1940 and became a resident of Winterville, North Carolina well over 50 years ago residing on Boyd Street; and

WHEREAS, Ms. Mamie attended Robinson School in Winterville where she was notably known for her excellent basketball playing skills; and

WHEREAS, Ms. Mamie always tries to be nice to everyone she comes in contact with and continues to be married to Mr. Paul J. Boyd as they embark on 56 years of holy matrimony; and

WHEREAS, Ms. Mamie is a woman of great faith who loves helping her community. Ms. Mamie has a history of volunteering and has participated in the Winterville parade in past years and played an intricate part in delivering food to those who were unable to get out of their homes in the community as well as being a participant in Winterville's Senior Citizens activities; and

WHEREAS, Ms. Mamie is a retired United States Federal Government worker who raised three children of her own and fostered multiple children in need of a loving structured home; and

WHEREAS, on the celebration of her 80th birthday, the Winterville Community honors her for her contributions to our community, and

NOW, THEREFORE, I, Veronica W. Roberson, Mayor Pro Tem of the Town of Winterville honor Ms. Mamie on her 80th birthday and wish her long life and prosperity for many more years; and

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 9th day of March, 2020.

Veronica W. Roberson, Mayor Pro Tem

Attest:

Donald Harvey, Town Clerk

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

1. Heather Day Jackson – Watermelon Festival T-shirt design.

Motion made by Councilman Moore and seconded by Councilman Smith to allow the Watermelon Festival to use the Town Streetscape on T-shirts and the wall of a business. Councilman Moore and Councilman Smith voted in favor, Mayor Pro Tem Roberson, Councilman Moye, and Councilman Hines opposed. The motion failed 2-3.

Motion made by Councilman Hines and seconded by Councilman Moore to allow the Watermelon Festival to use the Town Streetscape on T-shirts. Councilman Moore, Councilman Smith, Councilman Moye, and Councilman Hines voted in favor. Mayor Pro Tem Roberson opposed. The motion carried, 4-1.

2. James Jones – Senior Housing and Community Gardens.
3. Police Chief Willhite - Bullying Policy Initiatives of Pitt County Schools.
4. Economic Development Director – Most Affordable Place in North Carolina!

CONSENT AGENDA:

Items included in the Consent Agenda:

1. Approval of the following sets of Council Meeting Minutes:
 - February 6, 2020 Joint Comprehensive Plan Training Session Meeting Minutes; and
 - February 10, 2020 Regular Council Meeting Minutes.
2. Evergreen Construction Company – Rezoning Request (Conditional Zoning District): Schedule Public Hearing for the Rezoning on Monday, April 13, 2020.
3. Ange Plaza, Lot 21 – Annexation: Direct Town Clerk to Investigate the Sufficiency of Annexation.
4. Budget Amendment 2019-2020-5.

Motion made by Councilman Smith and seconded by Councilman Hines to approve the Consent Agenda. The motion carried unanimously, 5-0.

OLD BUSINESS:

1. Buffalo Soldier Monthly Meeting location. Town Manager Parker presented the following information:

The Buffalo Soldiers are requesting to move their monthly meeting from the Community Room to the Operation Center Training Center. Dr. Glenn Johnson stated that the Training Facility would better suit their group.

Motion made by Councilman Moye and seconded by Councilman Moore for the Buffalo Soldiers to use the Operation Center Training Room on the last Thursday of each month at no cost. The motion carried unanimously, 5-0.

NEW BUSINESS:

1. Update current Animal Control Ordinance. Police Chief Willhite presented the following information:

Over the past few years, the Town of Winterville has experienced a substantial increase in animal control calls for service. These calls for service have often included citizen complaints regarding care and abuse of animals. These issues involve tethering, shelter condition or lack of, animals out in inclement weather

and access to a water source just to name a few. Our current Ordinance lacks details and behaviors considered unlawful in many neighboring jurisdictions. The proposed Ordinance gives Town Staff the ability to better define humane and acceptable methods for tethering, sheltering, and caring for dogs within the Town of Winterville.

ORDINANCE NO. 20-O-031

**ORDINANCE AMENDING CHAPTER 91 OF THE CODE OF ORDINANCES
OF THE TOWN OF WINTERVILLE, NORTH CAROLINA**

BE IT ORDAINED by the Town Council of the Town of Winterville, North Carolina that Title IX Chapter 96 of the Code of Ordinances of the Town of Winterville is hereby amended as follows:

CHAPTER 91: ANIMALS

Section

General Provisions

- 91.01 Running-at-large
- 91.02 Keeping horses, mules, sheep and the like
- 91.03 Construction and maintenance of stables

Dogs

- 91.20 Running-at-large or creating a nuisance prohibited
- 91.21 **Tethering**, Keeping and Penning
- 91.22 Disposition of fierce, dangerous or vicious dogs
- 91.23 Owner liable for damages caused by dog or cat
- 91.24 **Cruel Treatment**
- 91.25 Enforcement
- 91.99 Penalty

Cross-reference:

Animal waste and dead animals, see § 95.004

GENERAL PROVISIONS

§ 91.01 RUNNING-AT-LARGE.

It shall be unlawful for any person to allow animals, stock or fowl to run-at-large within the town, except as otherwise provided in this chapter.

(1992 Code, § 91.01) Penalty, see § 91.99

§ 91.02 KEEPING HORSES, MULES, SHEEP AND THE LIKE.

(A) It shall be unlawful for any person to maintain, keep, house or stable any horse, mule, pony, cow, sheep, goat or other livestock within the corporate limits of the town within 300 feet of any dwelling, school, church, restaurant, grocery store, drug store or other retail establishment. No more than one such animal or livestock shall be maintained on a lot containing less than one acre, and no more than two such animals or livestock shall be maintained on any additional acreage of land under any circumstances.

(B) It shall be unlawful for any person to maintain, keep or house any hogs or pigs within the town.

(C) All property determined by the County Tax Office to be a farm use and therefore receive deferred tax status shall be exempt from these provisions as long as the property maintains its deferred tax status in accordance with the rules and regulations of Pitt County, the State of North Carolina and United States Tax Codes.

(1992 Code, § 91.02) (Ord. O-64-03139900, passed 3-13-2000) Penalty, see § 91.99

§ 91.03 CONSTRUCTION AND MAINTENANCE OF STABLES.

(A) All animals or livestock shall be kept and maintained in an enclosed area, and stables shall be constructed and maintained in conformity with the requirements of the County Board of Health. After the plans for the area and stables have been approved as to sanitation requirements by the County Health Department, application shall then be made to the Building Inspector of the town for a permit for the construction.

(B) In all cases, the structure shall be located in the manner as to give the least possible offense to the occupants or residents on adjoining lots. All the stables shall be cleaned and disinfected at least once each day and kept free of noxious odors.

(1992 Code, § 91.03) Penalty, see § 91.99

DOGS

§ 91.20 RUNNING AT LARGE OR CREATING A NUISANCE PROHIBITED.

(A) For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

OWNER. Any person, groups of persons or any entity possessing, keeping, having charge of sheltering, feeding, harboring or taking care of any animal covered by this subchapter.

RUNNING-AT-LARGE. The presence of any dog or cat on any property, public or private, not owned by the owner of such dog or cat, unless such dog or cat is held in control by a leash or other adequate means of physical control by a person sufficiently strong to hold such dog or cat in control at all times. The phrase **RUNNING-AT-LARGE** shall also refer to any dog which has not been properly vaccinated for rabies or does not wear a vaccination tag as required by this subchapter or other applicable law. The phrase **RUNNING-AT-LARGE** shall also refer to any cat which has not been properly vaccinated for rabies or where the cat owner does not possess proper documentation of vaccination as required by this subchapter or other applicable law.

(B) It shall be unlawful for any dog(s) or cat(s) to be running at large within the town.

(C) It shall be unlawful for any person to own, keep, possess, harbor or maintain an animal in such a manner as to annoy or disturb rights and privileges common to the public or to annoy or disturb persons in the enjoyment of private property. By way of example, but not of limitation, the following are hereby declared to be a public nuisance and are therefore unlawful within the town:

- (1) Getting into or turning over waste or garbage containers;
- (2) Walking on or sleeping on automobiles of another;
- (3) Damaging the real or personal property of anyone other than its owner;
- (4) Repeatedly being or running at large;
- (5) Being maintained in an unsanitary condition so as to be offensive to sight or smell;
- (6) Not being confined to a building or secure enclosure while in estrus;
- (7) Being vicious or chasing, snapping at, attacking, or otherwise molesting others including, pedestrians, bicyclists, motor vehicle passengers, or domestic animals;
- (8) Allowing or permitting an animal to bark, whine, howl or yowl in an excessive, continuous or untimely fashion, or to make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.
- (9) Being housed or restrained less than five feet from a public street, road or sidewalk such that the location of the animal poses a threat to the general safety, health and welfare of the general public;
- (10) Being diseased or dangerous to the health of the public;

- (11) Habitually killing other animals, attacking or attempting to attack persons;
- (12) Damaging gardens, flowers or vegetables.

(D) It shall be unlawful for any dog owner to permit any dog four months old to appear or be on any street, park or public place therein, unless the dog is wearing a collar or harness to which is attached a current rabies vaccination tag, which has been issued for the dog.

(E) It shall be unlawful to permit any dog to defecate or urinate on the lawn or property of any but the owner, or upon any public or private property without the permission of the owner of that property.

(1992 Code, § 91.20) (Ord. O-47-12108485, passed 12-10-1984; Ord. 06-O-222, passed 5-8-2006; Ord. 06-O-247, passed 12-11-2006) Penalty, see § 91.99

§ 91.21 TETHERING, KEEPING AND PENNING.

(A) It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device on vacant or unoccupied property.

(B) No person shall tether with a chain or wire or other device to, or cause such attachment to, a head harness, choke-type collar or pronged collar to a dog.

(C) Tethered dogs shall have access to adequate food, water, and shelter. This includes shelter from extreme heat or near freezing temperatures, flooding, tornadoes, thunderstorms, tropical storms and hurricanes.

It shall be unlawful for any person, without the consent of an animal's owner or keeper, to knowingly and intentionally harbor or keep in possession by confinement any animal that does not belong to him/her. Any person in possession of a stray animal shall contact the Town of Winterville within 24 hours to provide notice of the stray animal's description and location or to arrange for impoundment. It shall also be unlawful for any person other than the owner or keeper of an animal to remove its collar, license tag or rabies tag.

No more than four dogs, over six months old, shall be kept on any residential or commercial parcel of land in the town. No dog pen or enclosure shall be within 30 feet of the dwelling house of any person other than the dog's owner, unless by permission of the neighbor in writing. No pen shall be built for the purpose of maintaining more than four dogs within 500 feet of the city limits.

(1992 Code, § 91.21) (Ord. O-47-12108485, passed 12-10-1984; Ord. 02-O-111, passed 11-12-2002) Penalty, see § 91.99

§ 91.22 DISPOSITION OF FIERCE, DANGEROUS OR VICIOUS DOGS.

A dog shall be deemed fierce / vicious / dangerous under the following conditions:

Fierce / Vicious / Dangerous dog:

(A) A dog that without provocation has killed or inflicted severe injury on a person,

(B) A dog that has killed or inflicted severe injury upon a domestic animal when not on the real property of the owner of the dog,

(C) A dog that has approached a person when unrestrained and not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack, or

(D) A dog that has been declared Dangerous or Potentially Dangerous, either under State law or local ordinance.

If any dog, fierce, dangerous or vicious, or having vicious propensities, or any female dog in heat is found running-at-large in any public place in the town, or on any private property without the permission of the owner or occupant of the private property, and the dog cannot be safely taken up and impounded, the dog may be slain by any law enforcement official of the town, county or the state.

(1992 Code, § 91.22) (Ord. O-47-12108485, passed 12-10-1984) Penalty, see § 91.99

§ 91.23 OWNER LIABLE FOR DAMAGES CAUSED BY DOG OR CAT.

A dog or cat owner who allows his or her dog or cat to run at large in any public place in the town or on any private property without the permission of the owner or occupant of said private property shall be liable in damages to any person injured by such dog or cat and to any person suffering loss to his or her real or personal property, including animals, livestock and fowl, caused by such dog or cat.

(1992 Code, § 91.23) (Ord. O-47-12108485, passed 12-10-1984; Ord. 06-O-247, passed 12-11-2006)
Penalty, see § 91.99

§ 91.24 CRUEL TREATMENT.

Mistreatment of Animals; Prohibited Acts

All animals shall be kept and treated under sanitary and humane conditions, and it shall be unlawful for any person to subject, or cause to be subjected, any animal to cruel treatment. It shall likewise be unlawful for any person to deprive, or cause to be deprived, any animal of adequate food and water, necessary medical attention, proper shelter, protection from the weather or humanely clean conditions.

(A) Food, water, and shelter shall be provided as follows:

- (1) All animals shall be given at suitable intervals, not to exceed 24 hours, a quantity of wholesome foodstuff suitable for the age and species of the animal and sufficient to maintain a reasonable level of nutrition.
- (2) All Animals shall have access to a constant supply of clean, fresh water.
- (3) All animals shall be provided with adequate shelter from the weather and humanely clean conditions at all times. Examples of inadequate shelter include but are not limited to the following:
 - a. Underneath outside steps, decks and stoops.
 - b. Underneath houses.
 - c. Inside or underneath motor vehicles.
 - d. Inside metal barrels.
 - e. Inside cardboard boxes.
 - f. Inside temporary animal carriers or crates.
 - g. Shelters located in flood prone areas.
 - h. Shelters that cannot be accessed by the animal for any reason.

The following list is a non-exhaustive illustration of situations that violate this provision:

- i. A shelter surrounded by debris, obstructions, or impediments that may endanger an animal.
- ii. A shelter that is overturned or turned on its side.
- iii. A shelter that cannot be accessed because the animal's tether or chain does not allow entry.

(B) *Animal cruelty.* It shall be unlawful for any person to intentionally molest, torture, torment, deprive of necessary sustenance, cruelly beat or treat, needlessly mutilate or kill, wound, injure, poison, abandon or subject any animal to conditions detrimental to its health or general welfare or to procure any such actions to be inflicted upon any animal. Examples of cruel treatment include but are not limited to the following:

- (1) Allowing a collar, rope or chain to become embedded in or cause injury to an animal's neck.

- (2) Allowing a choke or pinch collar to be used as a primary collar when the animal is left unsupervised.
- (3) Allowing a dog, cat or other domesticated pet to be left outside in inclement weather or extreme temperatures without adequate shelter.
- (4) Intentionally allowing animals to engage in a fight.
- (5) Confinement in unsanitary conditions. An unsanitary confinement area is any confinement area that does not allow for the animal to sit down, lie down, or stand, without doing so in urine, feces, mud, or standing water.
- (6) Allowing animals to live in crowded conditions. Each animal must be able to sit, stand, lie down, and turn around without interference from other animals or objects.
- (7) Failure or refusal to obtain medical treatment for an animal when, in an Animal Services Officer's or Animal Cruelty Investigator's opinion, such treatment is needed.
- (8) Using lethal force against an animal, either on or off the owner's property, unless (1) the animal is in the act of attacking and causing severe injury to a human being or any other domestic animal, or unless (2) a human is reasonably afraid the animal is about to attack and cause injury to a himself, herself, or another, or unless (3) the animal has, or appears to have rabies.
- (9) Permitting any exhibit, function or activity where animals are being cruelly treated or animals run the risk of causing injury to the public or themselves.

§ 91.25 ENFORCEMENT.

It is hereby declared the duty of the Town Animal Control Officer to:

- (A) Carry out enforcement of the provisions of this chapter and notify persons in violation of this chapter of such violations;
- (B) Enforce the penalties for violations set out under § 91.99;
- (C) Notify the owner or keeper of any dog(s) or cat(s) who shall knowingly suffer or permit his or her dog(s) or cat(s) to run at large on the streets and sidewalks or create a public nuisance to place the same under the proper control or confinement;
- (D) Impound dog(s) or cat(s) if the owner or keeper cannot be identified, or if the owner or keeper fails or refuses to abate the situation of his or her dog(s) or cat(s) running at large or creating a public nuisance;
- (E) All dog(s) or cat(s) impounded at the County Animal Shelter shall become wards of the same, and thereby under the rules and regulations of the county.
- (F.) The Town of Winterville or its designated agent is authorized to place, upon request, live animal traps on public or private property to trap and *remove* stray, at large, unwanted or nuisance animals, including cats. It is unlawful for any person other than a town designated representative to *remove* any animal from any town trap, or to damage, destroy, *move* or tamper with any town trap.

(1992 Code, § 91.24) (Ord. O-47-12108485, passed 12-10-1984; Ord. O-14-09149899, passed 9-14-1998; Ord. 06-O-247, passed 12-11-2006)

§ 91.99 PENALTY.

Penalties for a violation of any of the provisions of this chapter may be expressly included with each provision. Otherwise, any violation of the provisions of this chapter shall be punishable as follows:

- (A) Any violation of the provisions of this chapter shall subject the offender to a civil penalty in the amount of \$25. Each subsequent day that a violation listed in this chapter continues shall constitute a separate and distinct offense. Violators shall be issued a written citation, which must be paid within 72 hours. If the person fails to pay the civil penalty within 72 hours, the town may recover the penalty

including all costs and attorney's fees by filing a civil action in the general court of justice in the nature of a suit to collect a debt. The town may increase any civil penalty assessed under this section by \$50 for each subsequent violation of the same provision within a two-year period. The Town may, in its discretion, additionally seek restitution for the actual cost of maintaining, transporting, boarding, or providing veterinarian services for any animal impounded under this Ordinance; or

(B) Any violation of any provision of this chapter shall be an infraction, punishable upon conviction by a fine not to exceed \$500; or

(C) In addition, enforcement of this chapter may be by injunction, restraining order or abatement in a court of competent jurisdiction, as provided by G.S. § 160A-175(d) and (e).

(1992 Code, § 91.99) (Ord. O-47-12108485, passed 12-10-1984; Ord. O-14-09149899, passed 9-14-1998; Ord. 04-O-128, passed 10-11-2004; Ord. 07-O-, passed 4-9-2007)

This chapter is effective upon adoption.

Adopted this the 9th day of March, 2020.

Veronica W. Roberson, Mayor Pro Tem

ATTEST:

Donald Harvey, Town Clerk

Motion made by Councilman Moye and seconded by Councilman Smith to approve the update to the Animal Control Ordinance (20-O-031). The motion carried unanimously, 5-0.

2. Mid-East Commission Appointment.

The Town Council needs to select a member to serve as its representative to the Mid-East Commission Board for a term of two years. Mayor Pro-Tem Roberson is serving as the current representative.

Motion made by Councilman Smith and seconded by Councilman Hines to appoint Mayor Pro Tem Roberson as the Town's Representative to the Mid-East Commission. The motion carried unanimously, 5-0.

3. 2020 NCLM CityVision Conference – Attendance and Election of Voting Delegates.

The 2020 NCLM CityVision Conference is scheduled for Tuesday, May 5, 2020 – Friday, May 8, 2020 in Wilmington, NC. The NCLM Annual Business Meeting will be May 7, 2020 after the Luncheon approximately from 12:30 pm - 1:45 pm. Election of officers and members of the NCLM Board of Directors and League Business will take place at the meeting.

Each city or town that registers for CityVision 2020 will be able to attend and cast votes at the annual business meeting. Once a completed registration is received for a municipality, the manager and/or clerk will receive an electronic form requesting the name of the Authorized Voting Delegate who will cast votes on behalf of the municipality.

Motion made by Councilman Hines and seconded by Mayor Pro Tem Roberson to appoint Councilman Moore as the Delegate and Councilman Moye as the Alternate to the NCLM CityVision Annual Business Meeting. The motion carried unanimously, 5-0.

4. Audit Contract for FY 2019 – 2020. Finance Director Bowers presented the following information:

Each year the Town Council must approve the contract with the audit firm that it uses for its independent review of the Town's Finances. We are recommending that we use CRI out of Goldsboro. This will be the third full year for the Goldsboro team. Mr. Jordan and his staff are highly recognized in the State and are considered one of best.

Motion made by Councilman Smith and seconded by Councilman Moye to approve the Audit Contract for FY 2019-2020. The motion carried unanimously, 5-0.

5. Process for Easement Acquisition and Condemnation for multiple properties. Electric Utility Director Sutton and Public Works Director Welborn presented the following information:

Electric: The 2019 - 2020 Electric Fund Budget allocated funding for the expansion of the Town's electric system in areas between and adjacent to Worthington and Laurie Ellis Roads. Installing the required electrical infrastructure requires the acquisition of easements from area property owners. Town Staff is currently negotiating with the property owners for the necessary easements. Due to the time sensitive nature of the project, Staff is requesting Council to approve the condemnation of the necessary easement area on each parcel should an agreement not be reached with property owners in a reasonable and timely manner.

Public Works: The Town is also replacing an existing bore under Mill Street and the CSX railroad tracks that carries the Church Street Lift Station force main. Town Staff has been negotiating with the property owners since May of 2019 and has yet to come to an agreement. Due to the time sensitive nature of the project, Staff is requesting Council to approve the condemnation of the necessary easement area on each parcel should an agreement not be reached with property owners within the next 30 days.

Motion made by Councilman Moore and seconded by Councilman Smith to approve the New Electric Territory and Church Street Lift Station Force Main Replacement Easement acquisitions and condemnations. The motion carried unanimously, 5-0.

OTHER AGENDA ITEMS:

Councilman Moye noted a troublesome, possible emergency issue on a property that needed immediate attention. Town Manager Parker said staff would draft an internal policy.

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

Councilman Moye noted the vehicle issue discussed last month. Staff continues to work on this.

REPORTS FROM DEPARTMENT HEADS:

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

Staff provided updates on the projects and activities noted above and ongoing.

ANNOUNCEMENTS: Town Clerk Harvey gave the following announcements.

1. The Security Forum, Tuesday, March 10, 2020 at 7:00 pm at St. Timothy's Episcopal Church, 107 Louis Street, Greenville, NC.
2. Planning and Zoning Board Meeting: Monday, March 16, 2020 @ 7:00 pm in the THAR.
3. Board of Adjustment Meeting: Tuesday, March 17, 2020 @ 7:00 pm in the THAR.
4. Recreation Advisory Board: Tuesday, March 24, 2020 @ 6:30 pm in the Operations Center.
5. 2020 Community Day and Easter Egg Hunt: Saturday, March 28, 2020 from 11:00 am to 4:00 pm at the Winterville Recreation Park, 332 Sylvania Street.
6. Census Day "Live": Wednesday, April 1, 2020.
7. 2020 Winterville Town Market-Touch A Truck: Thursday April 2, 2020 from 4:00 pm to 8:00 pm at the Town Market
8. Good Friday Holiday: Friday, April 10, 2020, Town Offices Closed.
9. Volunteer Appreciation Dinner: Thursday, April 23, 2020 at 6:30 pm in the Community Room.

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

Councilman Moore: Noted the noise from the County dumpsite. Received a complaint of mud from Coopers Point developers. Noted complaints of poor service from the Post Office. Thanks to the Police Department for drug enforcement.

Councilman Smith: None.

Councilman Moye: Congratulations to Beatrice Henderson recognized as Southern Star this week.

Councilman Hines: Thanks to the family from the west side.

Mayor Pro Tem Roberson: Thanks to Doug Kilian for his hard work and support on the Planning and Zoning Board.

Manager Parker: Thanks to community for coronavirus information, monitoring resources, information gathering, and follow proper protocol.

ADJOURN: Motion made by Councilman Hines and seconded by Councilman Smith to adjourn. Motion carried unanimously, 5-0. Meeting adjourned at 8:53 pm.

Adopted this the 13th day of April, 2020.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: April 13, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Evergreen Construction Company – Rezoning Request (Conditional Zoning District).

Action Requested: Schedule Public Hearing for Rezoning Request for May 11, 2020.

Attachment: Rezoning Application, Rezoning Map, Legal Description, Staff Report.

Prepared By: Bryan Jones, Planning Director

Date: 3/30/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

****This Public Hearing was originally scheduled for April 13, 2020, but due to the COVID-19 pandemic, the applicant has requested to reschedule to the May 11, 2020 Town Council meeting.**

Applicant: Evergreen Construction Company.

Location: Hwy 11/Chapman Street north of its intersection with Main Street.

Parcel Number: 20628 / 28376.

Site Data: 3.27 Acres.

Current Zoning District: R-6 / GB.

Proposed Zoning District: Multifamily – Residential (MR) Conditional.

Conditional Zoning Request: “To allow for subject parcels to be developed as 48 unit (55+) age restricted senior rental housing.”

Budgetary Impact: TBD.

Recommendation: Schedule the Public Hearing.



**REZONING APPLICATION
TOWN OF WINTERVILLE**

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

Staff Use Only
Appl. # _____

OWNERSHIP INFORMATION:

Applicant: Evergreen Construction Co.

Address: 7706 Six Forks Road - Raleigh, NC 27615

Phone #: 919-848-2041 ext 201 Email: tim@eccmgt.com

Owner: Brock Family

Address: 134 Howard Boulevard - Newport, NC 28570-7924

Phone #: Listing Agent: 252-355-0088 (Debbie W. Barber)
Kittrell & Armstrong, LLC

PROPERTY INFORMATION

Parcel #: 20628 & 28376 Area (square feet or acres): 3.27 acrs

Current Land Use: Vacant

Location of Property: 2576 Chapman Street

ZONING REQUEST

Existing Zoning: General Business & R-6 Requested Zoning: Multifamily-Residential w/ Conditional Use

Reason for zoning change: _____
To allow for subject parcels to be developed as 48 unit (55+) age restricted senior rental housing.

This application shall be accompanied by the following items:

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

OWNER/AGENT STATEMENT

I, _____, being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for 2 / 17 / 2020.

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

Signature Date

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

I, Linda Brock Best, Executive, being the Owner of the property described herein, do hereby authorize Evergreen Construction Co., or its assigns as agent for the purpose of this application.

Linda Brock Best _____
Signature Date 1-28-2020

Sworn to and subscribed before me, this 28th day of January, 2020

Heather Griffin
Notary Public

My Commission Expires:
3/25/2022



Staff Use Only

Appl. #: _____ Fee Amount _____ Date Paid _____

Planning Board Recommendation: APPROVED Meeting Date: _____

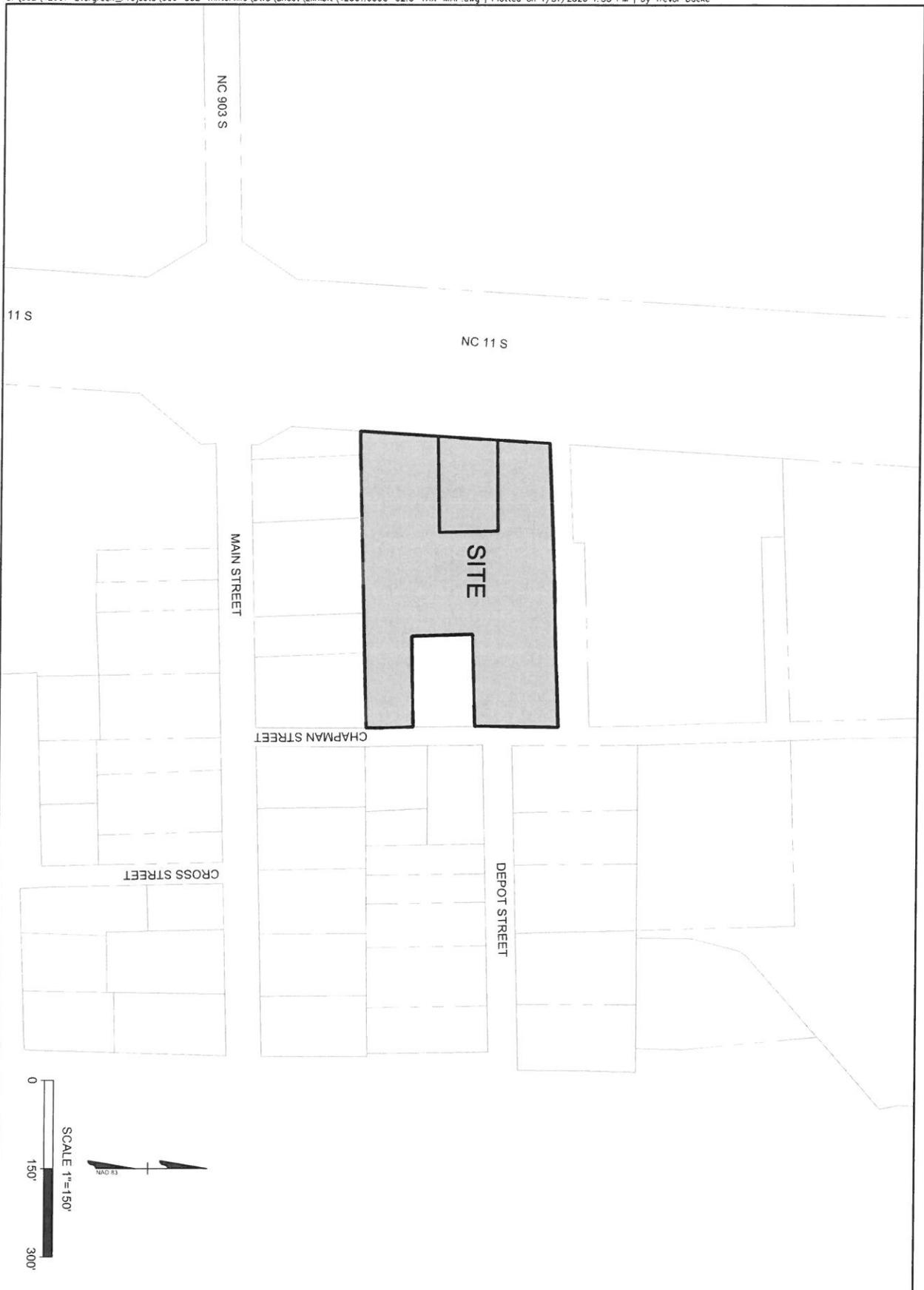
DENIED

Conditions/Comments: _____

Town Council Decision: APPROVED Meeting Date: _____

DENIED

Conditions/Comments: _____



TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

THIS DRAWING PREPARED AT THE
 RALEIGH OFFICE
 5410 Trinity Road, Suite 107 | Raleigh, NC 27607
 TEL 919.866.4951 FAX 919.833.8124 www.timmons.com

EVERGREEN - WHITE SPRING
 PITT COUNTY, NORTH CAROLINA
VICINITY MAP

DATE: 01/31/2020
 DRAWN BY: J. DUFFEE
 DESIGNED BY: R. BAFFER
 CHECKED BY: R. BAFFER
 SCALE: AS SHOWN

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Situated in Winterville Township, Pitt County, North Carolina more particularly described as follows: Beginning at an iron in the western right-of-way line of Chapman Street, said iron being the northeast corner of the Barber property; and running thence North 83 deg. 46 min. West 497 feet to an iron, said iron being the northwest corner of the Hardee property and NC HWY 11 right of way; thence running North 11 deg. 45 min. East 713 feet along the NC HWY 11 right of way to an iron, and thence running South 83 deg. 46 min. East 477 feet to an iron, said iron being located in the western right-of-way line of Chapman Street, and thence along the western right-of-way of Chapman Street in a South 06 deg. 44' West 150 feet to an iron; and thence North 83 deg. 45 min. West 150 feet to an iron; and thence South 06 deg. 44 min. West 100 feet to an iron; and then South 83 deg. 46 min. East 150 feet to an iron, said iron being in the western right-of-way of Chapman Street, and thence along the western right-of-way of Chapman Street in a southerly direction 80 feet to an iron, the point of beginning.

Subject Properties

Parcel #20628

Best, Linda Brock and Brock, David Earl Heirs
2576 Chapman St Winterville NC 28590

Parcel #28376

Best, Linda Brock and Brock, David Earl Heirs
0 Winterville Pkwy Winterville NC 28590

Adjoining Properties

Parcel #12669

Joyner, Harvey Lee Life Estate and Joyner, Barbara Hines Life Estate
104 Depot St Winterville Nc 28590

Parcel #13997

Barber, Clyn Willard Jr and Barber, Edna Paramore
137 Main St Winterville Nc 28590

Parcel #20393

Barber, Clyn Willard Jr and Barber, Edna Paramore
147 Main St Winterville Nc 28590

Parcel #20695

Hardee, Travis Oscar and Hardee, Ellen Roebuck
105 Main St Winterville Nc 28590

Parcel #20696

Hardee, Travis Oscar and Hardee, Ellen Roebuck
0 Main St Winterville Nc 28590

Parcel #28373

Gateway Christian Center of Greenville Inc
2538 Chapman St Winterville Nc 28590

Parcel #01538

Morris, Bonnie Lee and Tucker, Belvin Maynard Jr
2570 Chapman St Winterville Nc 28590

Parcel #03954

Barber, Clyn Willard Jr and Barber, Edna Paramore
127 Main St Winterville Nc 28590

Parcel #04666

Winterville Rescue and Ems Inc
2579 Chapman St Winterville Nc 28590

Parcel #05590

R E Davenport Jr Family Ltd Partnership
2612 Nc 903 S Winterville Nc 28590

Parcel #19296

Ross, Kenneth R
0 Main St Winterville Nc 28590

Parcel #27100

Gateway Christian Center
105 Depot St Winterville Nc 28590



**Town of Winterville Planning Department
Zoning Staff Report**

GENERAL INFORMATION

APPLICANT	Evergreen Construction Company
HEARING TYPE	Rezoning Request
REQUEST	R-6 and General Business (GB) to Multi-Family Residential (MR) – Conditional District
CONDITIONS	"To allow for subject parcels to be developed as 48 unit (55+) age restricted senior rental housing."
LOCATION	2576 Chapman Street
PARCEL ID NUMBER(S)	20628 and 28376
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request on March 30, 2020. Notification was posted on site on February 10, 2020. 14 properties were mailed notification.
TRACT SIZE	3.27 Acres
TOPOGRAPHY	Flat
VEGETATION	Partially Cleared / Partially Wooded

SITE DATA

EXISTING USE	Vacant
---------------------	--------

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	GB	Church
E	GB / AR	HWY 11 S, residential, vacant
W	R-6 / CB	Residential, commercial, vacant
S	GB / R-6	Residential, commercial



ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	R-6 and GB	Multi-Family Residential
MAX DENSITY	n/a	n/a
TYPICAL USES	R-6 meant to mainly accommodate high-density residential. GB intended to accommodate business that serve the traveling public and require large amounts of land for display and parking.	MR is intended to provide a quiet, relatively high-density neighborhood consisting of apartment complexes.

SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	N/A
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Site plan submittal is required for any change of use in existing building

**These regulations may not reflect all requirements for all situations. See the Town of Winterville Zoning Ordinance for all applicable regulations for site requirements for this zoning district.

LANDSCAPING & BUFFER REQUIREMENTS

Development must meet requirements of the Zoning Ordinance (Article X-A. Vegetation and Buffering Requirements).



TRANSPORTATION

STREET CLASSIFICATION	Church Street Ext – NCDOT Road
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS	None available (per NCDOT Annual Average Daily Traffic Mapping)
TRIP GENERATION	N/A
SIDEWALKS	Depending on site plan submittal, sidewalks may be required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	N/A
OTHER	N/A

UTILITIES (Availability)

Water	Available	TOW
Sewer	Available	TOW
Electric	Available	TOW

IMPACT ANALYSIS

Land Use Compatibility

The proposed Multi-Family Residential zoning district would allow land uses that are compatible with the general character of the area.



Town of Winterville Comprehensive Land Use Plan Policies

The Future Land Use Map designates this location as **Mixed Use Center character area**. The requested **Multi-Family Residential** zoning district is generally consistent with this character area as defined by the future land use designation.

Comprehensive Land Use Plans - Recommendations & Implementation

Land Use Policy 6 - Support Higher Density Housing Options in Strategic Locations:

- Encourage housing options in locations within walking distance off commercial and mixed use areas.

Economic Development Policy 5 - Promote Retirement-focused living:

- Continue participation in the N.C. Department of Commerce's Certified Retirement program.
- Remove barriers to and consider incentives for senior-friendly housing types in downtown and other appropriate locations
- Recruit developers for individually owned patio homes and life care facilities to broaden market offerings to the retirement age demographic.

Downtown Policy 1 - Live/work/play downtown:

- Allow people to live near downtown Winterville, by encouraging and allowing more dense residential development within walking distance to downtown.

Downtown Policy 3 - Encourage Investment and Redevelopment:

- Encourage and allow high density residential in and around downtown.

STAFF ANALYSIS AND RECOMMENDATION

Community Outreach

Applicant is encouraged to discuss this proposed rezoning with owners of surrounding properties.



Staff Analysis

The 3.27 acre property is currently vacant. North of the request is a church, zoned General Business (GB). East of the request NC Hwy 11 S. South of the request are single-family dwellings and commercial businesses, zoned R-6 and GB. West of the request are single-family dwellings, vacant land, and commercial businesses, zoned Central Business, R-6, and General Business. The request is consistent with the intent and purpose of the Zoning Ordinance, the Comprehensive Land Use Plan, and is generally compatible with the existing development and trend in the surrounding area.

Staff Recommendation

Staff recommends approval of the requested Multi-Family Residential District with the condition of being specifically for an age restricted (55+) senior housing complex.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: April 13, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Ange Plaza, Lot 21 – Annexation.

Action Requested: Schedule Public Hearing for Annexation on May 11, 2020.

Attachment: Annexation Petition, Annexation Map, Legal Description, and Certification of Sufficiency.

Prepared By: Bryan Jones, Planning Director

Date: 3/30/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

The property owner of a portion of Parcel 76141 (Ange Plaza, Lot 21) is applying for annexation into the Town limits.

Ange Plaza, Lot 21:

Location: Beacon Drive east of its intersection with Winterville Parkway.

Size: 1.2397 Acres.

Zoned: GB.

Annexation Process:

1st Council Meeting: Direct Town Clerk to Investigate the Sufficiency of the Annexation (3/9/2020).

2nd Council Meeting: Schedule a Public Hearing for the Annexation (4/13/2020).

3rd Council Meeting: Hold Public Hearing on the Annexation (5/11/2020).

Budgetary Impact: TBD.

Recommendation: Hold the Public Hearing.

PETITION REQUESTING ANNEXATION

Date: February 4, 2020

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

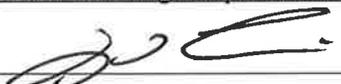
1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

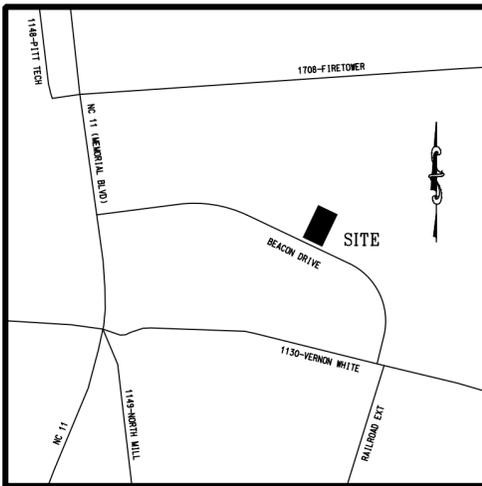
Description

Ange Plaza Lot 21

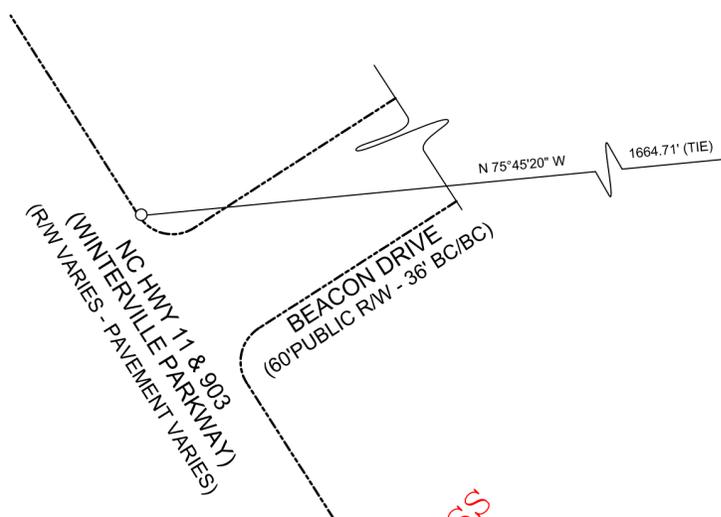
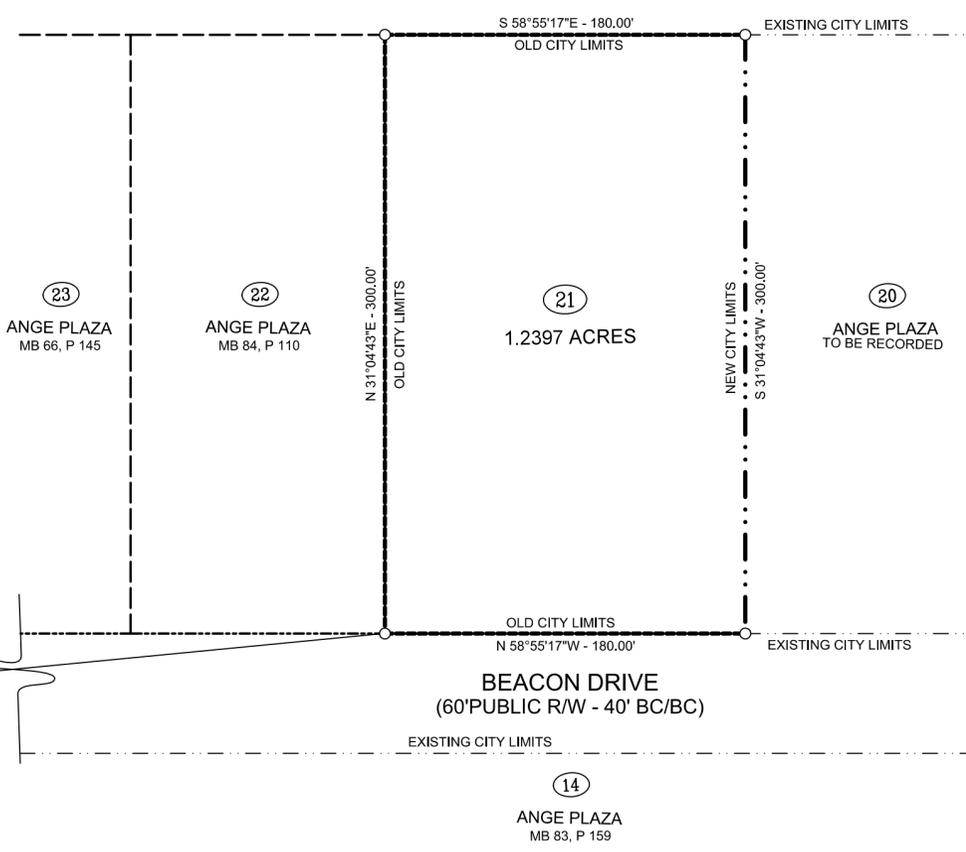
Name Cedar Landing Properties, LLC

Address 3 Rest Haven Road Extension
Bath, NC 27808

Signature 



VICINITY MAP
1" = 1000'



**PROGRESS
DRAWING**

ANNEXATION MAP FOR
ANGE PLAZA - LOT 21
A PORTION OF THE PROPERTY IN DEED BOOK 3748 PAGE 300 OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

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

MALPASS & ASSOCIATES 1645 E. ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858 (252) 756-1780	SURVEYED: CEP	APPROVED: CEP
	DRAWN: WCO	DATE: 02/03/20
	CHECKED: CEP	SCALE: 1" = 60'

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



MAP NO.	PLATS RECORDED	BOOK	PAGE

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

DATE: _____; ORDINANCE NUMBER: _____; AREA: 1.2397 ACRES
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

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

THIS _____ DAY OF _____ A.D., 2020.

CARLTON E. PARKER L-2980

Legal Description For
Ange Plaza Lot 21 Annexation

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

Beginning at a point in the northern right of way of Beacon Drive said point being located S 75-45-20 E – 1664.71' from the intersection of the northern right of way of Beacon Drive and the eastern right of way of NC Hwy 11 and being the southeast corner of Ange Plaza Lot 22 as recorded in map book 84, page 110 of the Pitt County Registry, thence from said point of beginning **N 31-04-43 E – 300.00'**, thence **S 58-55-17 E – 180.00'**, thence **S 31-04-43 W – 300.00'** to the northern right of way of Beacon Drive, thence with the northern right of way of Beacon Drive **N 58-55-17 W – 180.00'** to the point of beginning containing **1.2397 acres**.

CERTIFICATE OF SUFFICIENCY

Ange Plaza, Lot 21

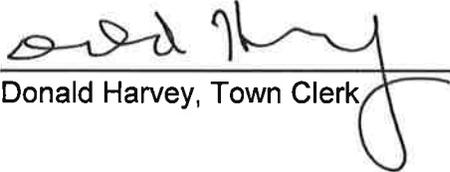
To the Town Council of the Town of Winterville, North Carolina:

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Winterville this the 10th day of March, 2020.

SEAL




Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: April 13, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Budget Amendment 2019-2020-5.

Action Requested: Approve the Budget Amendment.

Attachment: Budget Amendment 19-20-6.

Prepared By: Anthony Bowers, Finance Director

Date: 4/1/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

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

This amendment addresses three items.

The first item address funds need to roll over a POs that was issued in the prior year. They were for the Fire Department new equipment, and capital outlay related to the purchase of the new Arial Platform Truck. The amount for the equipment is \$39,464 There was also a \$2,000 PO that needed to be carried over for Professional Development. The Police Department also needed a PO carried over from last year. The department had two vehicles that were purchased with prior year PO's that came in after June 30th. Due to the timing of the delivery they were expensed in the current fiscal year. The appropriation for the approved vehicles is \$56,386

The second item address the need to consolidate appropriations for Storm water and Powell Bill. The Powell Bill Project for 2020 includes needed improvement related to failing streets. At the time of construction, storm water improvements will be made. In order to keep from spending Powell Bill Funds on storm water improvements, we are recommending transferring funds from the Storm Water Fund. This will allow us to spend more Powell Bill funds on streets. The transfer is in the amount of \$27,200.

Budgetary Impact: The total budget amendment is \$125,050.

Recommendation: Approve the Budget Amendment.

BUDGET ORDINANCE AMENDMENT 19-20-6

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, 2020:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION	Account		Fund	Increase	Decrease
Fund Balance Contribution	10	3831	General Fund	\$ 97,850	
Contribution from Storm Water	16	3945	Powell Bill	\$ 27,200	
Total				\$ 125,050	\$ -

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION	Account	Department	Fund	Increase	Decrease
Capital Outlay	1043431000	7150	Police	General	\$ 56,386
New Equipment	1043432000	4274	Fire	General	\$ 15,670
Professional Development	1043432000	4221	Fire	General	\$ 2,000
Capital Outlay	1043432000	7150	Fire	General	\$ 23,794
Drainage and Stormwater	1645451000	4272		Powell Bill	\$ 27,200
Total				\$ 125,050	\$ -

Adopted the 13th day of April 2020.

Mayor

Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: April 13, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: Cost Participation for Betterment Costs of Eli's Ridge Subdivision Lift Station & Force Main.

Action Requested: Approval of Infrastructure Cost Sharing and Reimbursement Agreement for Eli's Ridge Lift Station.

Attachment: Draft Infrastructure Cost Sharing and Reimbursement Agreement, Certified Bid Tab.

Prepared By: Travis Welborn, Public Works Director

Date: 4/1/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

The Eli's Ridge Subdivision development will require the construction of a new lift station within the subdivision to provide gravity sewer service to the subdivision. The Eli's Ridge lift station will pump to the Town's new regional lift station off of Old Tar Rd. Staff has coordinated with the Engineer for the Eli's Ridge development and learned that the station could be upgraded to accommodate future growth east of Fork Swamp Canal to County Home Rd. By investing in this lift station now, the Town could avoid the need for additional lift stations in the future east of the canal. Lift stations are a burden on the Town and its staff, both financially and time wise. This investment would also provide access to sewer for all of the properties east of the canal, which could spur further development in the Worthington Rd. corridor. Based on the Engineer's calculations, the Eli's Ridge development would necessitate a 6' diameter wet well and a 6" diameter force main. The Engineer has recommended that the wet well be upgraded to a 10' diameter wet well and the force main be upgraded to an 8" diameter main to accommodate this future growth. The Town Council previously approved entering into a Cost Share Agreement with the Developer for these betterment costs, with a financing agreement to be approved once bids are received for the project. The Engineer has received bids on the project and the cost difference between what the developer would need for the Eli's Ridge Subdivision only and what the Town has requested for future growth is \$83,426.50. This number is based off of estimated quantities, and the actual cost share would be based upon actual quantities installed. The Developer has also requested that the Town reimburse for additional engineering in the amount of \$9,500, so total betterment cost to the Town would be approximately \$92,926.50. Staff recommends that the Town borrow the funds necessary for this cost share from itself and pay the money back over a 5 year period. In doing so, staff believes that it can absorb this annual estimated cost of approximately \$18,600 with its current revenue stream. The Developer has also agreed to carry the betterment cost until project completion such that the Town will only make one payment upon satisfactory completion of the project. Since bids have been received the Town Attorney worked with the Developer's Attorney to combine the financing agreement and cost share agreement into one document which is presented herewith for final approval.

Budgetary Impact: Estimated debt service of approximately \$18,600 per year for 5 years. Staff proposes to borrow the funds from the water fund, fund balance and absorb this debt service with no rate adjustment.

Recommendation: Staff recommends approval of Infrastructure Cost Sharing and Reimbursement Agreement pending the Town Attorney's approval.

INFRASTRUCTURE COST SHARING AND REIMBURSEMENT AGREEMENT

THIS INFRASTRUCTURE COST SHARING AND REIMBURSEMENT AGREEMENT, dated as of _____, 2020 (the "Agreement"), by and between BILL CLARK HOMES OF GREENVILLE, LLC, a North Carolina Limited Liability Company (the "Developer"), and the TOWN OF WINTERVILLE, NORTH CAROLINA, a public body of the State of North Carolina (the "Town") (the Developer and Town each referred to hereafter individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Town is a validly organized and existing political subdivision, existing under the Constitution and laws of the State of North Carolina; and

WHEREAS, the Developer proposes to develop a residential subdivision known as Eli's Ridge (hereinafter "Eli's Ridge") located in part within the corporate limits of Town at Worthington Road, Winterville, North Carolina 28590; and

WHEREAS, both Developer and Town anticipate that Developer will request the Town to annex Eli's Ridge; and

WHEREAS, the Developer has requested that the Town provide sanitary sewer service to Eli's Ridge; and

WHEREAS, the Developer has requested that the Town provide water service to a portion of Eli's Ridge; and

WHEREAS, the Developer desires to connect its proposed development as more particularly described on the attached Exhibit A (the "Development") to the Town's sanitary sewer and water system (the "Utility System"); and

WHEREAS, the Developer wishes to construct certain Developer's Improvements (as defined in Article I.A.1. below) to be connected to the Utility System and upon completion dedicated to the Town; and

WHEREAS, the Improvements are being oversized with certain Town Improvements (as defined in Article I.A.2 below) at the request of the Town in order to allow the Utility System to function in a practical, efficient, and economical manner in other areas of the Town; and

WHEREAS, the Improvements are to be sized larger than Developer would size them if Developer were solely serving the Development; and

WHEREAS, construction of the Developer's Improvements will benefit the Town by allowing the Town to expand the Utility System without the Town or its existing customers being responsible for the cost of same; and

WHEREAS, construction of the Town Improvements will benefit potential customers of the Town situated along or near these Improvements by providing engineered sewer infrastructure to serve these lands.

WHEREAS, Town and Developer desire to enter into this Agreement to identify the obligation of each party to this Agreement; and

WHEREAS, the Developer and the Town have duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration set forth herein, the receipt of which is hereby acknowledged, and the mutual benefits to be received by the Parties from the construction of the Improvements, including but not limited to those benefits described above, the Developer and the Town, and their heirs, successors, and assigns agree as follows:

I. Description of Improvements.

A. Definitions.

1. "Developer's Improvements" mean all those facilities to be constructed by Developer pursuant to this Agreement as shown on the Plans & Specifications (defined below). The Improvements are designed and shall be constructed in compliance with the Town's Utility Regulations and Ordinance (the "Ordinance") and all applicable regulations.

a. The Developer's Improvements which would be needed to serve Eli's Ridge generally consist of:

- A lift station as shown on the Plans & Specifications and said lift station would include a six (6) foot diameter wet well twenty-four (24) feet deep;
- Six (6) inch force main extending approximately 5,180 linear feet, as shown on the Plans & Specifications (from Eli's Ridge Lift Station to the Old Tar Road Lift Station).

2. "Town Improvements" means all the oversizing of the Developers Improvements requested by the Town and constructed by the Developer pursuant to this Agreement as shown on the Plans & Specifications (defined below). The Improvements are designed and shall be constructed in compliance with the Town's Utility Regulations and Ordinance (the "Ordinance") and all applicable regulations.

a. The oversizing of the Improvements which the Town has requested generally consist of:

- A regional lift station, as shown on the Plans & Specifications once completed and said lift station will include a wet well which is an additional four (4) foot in diameter and an additional five (5) feet in depth to the Developer's Improvements (as defined in Article I.A.1.) so that the wet well has a total diameter of ten (10) feet and is a total of twenty-nine (29) feet deep;
- An additional two (2) inches added to the six (6) inch force main (as defined in Article I.A.1.) so that the resultant line is an 8-inch force main extending approximately 5,180 linear feet, as shown on the Plans & Specifications once completed.

3. "Improvements" mean both Developer's Improvements and Town Improvements as defined herein.

4. "Plans & Specifications" means those surveys, plans, engineering, and construction drawings designed by an Approved Engineer (as defined in Article IV below) and approved by the Developer and the Town in accordance with the Town's Ordinance, policies, standards, and regulations. The Plans & Specifications have been approved by the Town and are attached hereto at Exhibit B. Any amendment to the Plans & Specifications shall be in accordance with the provisions of this Agreement and any applicable permits associated with the same (e.g., Department of Environment and Natural Resources). Such amended plans and specifications shall from the date of such amendment or date of any required permit modification, whichever is later, be deemed the "Plans & Specifications" and Exhibit B shall be revised to reflect the same . Notwithstanding anything contained herein to the contrary, the Town Improvements shall not include any infrastructure and improvements solely for the benefit of Developer or Eli's Ridge.

II. Improvement Costs.

A. General. The construction cost estimates of the Developer's Improvements and the Town's Improvements are set forth in the attached Exhibit C. the Parties acknowledge that the cost estimates are a reasonable approximation of the probable cost to construct and install the Improvements. Each Party further understands and agrees that the cost estimates are based upon several variables that may change over time. While the cost estimates are a useful tool in planning for the construction of the Improvements, the allocation between the Developer and the Town of each party's respective costs shall be made upon the basis of the actual total of all costs incurred (as defined below). Notwithstanding anything contained herein to the contrary, the Parties acknowledge that bids for the construction of the Improvements have been solicited through a bidding process established by the Developer and approved by the Town (see Article IV.C. herein).

B. Allocation of Costs. The Parties agree that the Developer shall pay for all costs

associated with the engineering, design and construction, including legal costs and expenses, of the Developer's Improvements as generally described in Article I.A.1. above and the Town shall pay for all costs associated with the engineering, design and construction, including legal costs and expenses, of the Town Improvements as generally described in Article I.A.2. above. Further, the Parties agree that the Town will pay a one-time lump sum fee of \$9,500.00 for professional engineering services which will cover the Town's portion of all engineering, design, survey, construction administration and inspection costs and this fee will be paid by the Town to the Developer at the same time and in the same manner as the Town payment identified in Article VI. B.

III. Timing.

A. Timeline for Commencement and Completion. Developer agrees to the following standards for timely performance under this Agreement:

a. Commencement: Developer shall commence construction of the Improvements within twelve (12) months of the date of this Agreement.

B. No Obligation to Construct: Partial Construction. This Agreement sets forth the terms and conditions for (i) construction of the Improvements and (ii) payment by Developer and the Town of costs of the Improvements. This Agreement does not obligate Developer to undertake the Improvements, and it does not obligate the Developer or the Town to remit any payment for the cost of said Improvements in the event the Improvements are not undertaken.

If Developer undertakes construction but fails to complete the same in accordance with this Agreement, and if the Town later chooses to complete the construction of the Improvements, Town shall be entitled to reimbursement by Developer for the percentage of the Developer's Improvements actually constructed by Town.

In addition, at acceptance by the Town of the Improvements, the Developer shall (i) convey to Town by quitclaim deed or easement, as applicable, all Required Property obtained by Developer and (ii) shall assign, to the extent assignable, the Plans & Specifications to the Town provided such assignment is at no cost to Developer. In addition, Developer shall deliver copies of the Plans & Specifications to the Town upon request to do so. Developer shall inform each of the design professionals associated with the Plans & Specifications as to the requirements of this Article III.B.(ii) and shall provide in Developer's contract with such design professional that the Developer has the right to assign the Plans & Specifications to the extent the Design Professional has been compensated for the same. Nothing in this Article III shall require the Town to expend any funds for construction of the Developer's Improvements. In the event that the Developer does not complete the Improvements as provided in this Article III, the Town may contract with a third party to complete the Improvements.

IV. Administration.

A. Definitions.

1. "Town Management Designee" means the Town Manager of the Town or such person designated in writing by the Town Manager or any successor position to the Town Manager.

2. "Town Contact" means one or more employees of the Town identified by the Town Management Designee for the purpose of receiving information from the Developer, relaying required approvals from the Town Management Designee, and where allowed in this Agreement, giving approvals.

B. Design & Engineering.

1. Developer engaged a licensed North Carolina engineer (an "Approved Engineer") to design the Improvements to meet all adopted Town requirements and specifications, including but not limited to the size and type of material used, which Town has approved.

2. Any amendment to the Plans & Specifications shall occur only with the consent and approval of Developer and the Town. Upon amendment, Developer shall not be subjected to any requirements or demands of the Town that are unique and not generally applied to other developers, except for the application of standards that may be unique because of the specific or unique nature of the infrastructure being designed and constructed.

C. Contracting; Construction; Administration & Permits. Developer shall be responsible for the contracting, administration, construction, and permitting of the Improvements. The Improvements shall be constructed by one or more licensed contractors that have been selected by Developer and the Town from the two qualifying bids submitted.

The Town agrees that pursuant to North Carolina General Statute §160A-320(a) the public contracting requirements of Chapter 143 of the North Carolina General Statutes for public contracts is not applicable to this Agreement.

Developer shall provide any contracts, including subcontracts in Developer's possession, for work on the Improvements to the Town upon request by the Town Contact. The Improvements shall be completed in accordance with Plans & Specifications. The Town shall inspect construction of the Improvements at any time and at such frequency as the Town desires, but at least weekly. In the event that a Town inspection reveals any discrepancy or other issue, the Town immediately shall notify the Developer thereof in writing. Developer shall be responsible for obtaining all state,

local, and any other permits and approvals required in order to construct the Improvements. Developer shall ensure that Town is identified as an Additional Insured on all insurance policies issued pursuant to this Agreement.

V. Property Acquisition.

- A. Generally. Developer shall obtain the Required Property and shall deed, dedicate, or otherwise transfer or assign the same to the Town upon completion of the Improvements as provided hereafter in this Agreement.
- B. Eminent Domain. The Town shall cooperate with Developer in efforts to obtain any of the Required Property including, but not limited to, the exercise of the Town's power to acquire property as allowed by law. Through approval of this Agreement, the Town hereby determines that construction of the Improvements confers a public benefit and is for a public purpose, given the public benefits to be realized from extension of the Utility System. Prior to action by the Town to invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain), Developer shall make and document three (3) good faith attempts to purchase any Required Property at offers of not less than fair market value. If these offers are unsuccessful, the Town shall invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain if necessary to make such acquisitions). In the event of condemnation, Developer shall provide counsel acceptable to the Town's attorney to represent the Town. Developer shall pay all costs associated with the condemnation, negotiation, and litigation, including but not limited to any statutory deposit, attorney fees, witness fees, any additional just compensation awarded, and all other litigation expenses. Such costs shall be documented and submitted as costs for purposes of Section II. B.

VI. Acceptance of Improvements.

- A. Requirements for Acceptance. When the Improvements are completed, Developer shall notify the Town Contact in writing to start the process for Town acceptance of the Improvements, and Developer shall furnish the following to the Town:
 - 1. Sealed as-built plans for the Improvements;
 - 2. A standard form release of liens from all contractors and subcontractors who have worked on the Improvements and who have a right under statute to file liens against the Improvements or property on which the Improvements are located;
 - 3. Deeds, dedications, or assignments conveying Developer's interests to

Town in all real property burdened by the Improvements; and

4. Releases or subordination of any mortgage or security interests held in the Improvements or in the property containing the Improvements.

B. Acceptance and Payment. Upon completion of construction and delivery to the Town of the documents set forth in A. above, the Town, within ten (10) days, shall conduct an inspection of the Improvements and accept the Improvements and associated property or property interests, shall have the rights described hereafter, and shall thereafter maintain the Improvements. The Town's declaration of acceptance under this Section shall be made by the Town Management Designee subject to the approval of the Town Council. The Town shall document the date it accepts the Improvements by written letter to Developer signed by the Town Management Designee. Each of the (i) acceptance by the Town and (ii) payment by the Town to the Developer for all of Developer's costs and expenses for the Town Improvements as herein provided, shall take place not later than forty-five (45) days after the Developer provides the notice and related documents set forth in Subsection A. above. Delay for any reason in acceptance by the Town shall not operate to postpone or excuse timely payment by the Town to the Developer for the Town Improvements.

C. Town Ownership and Control of Improvements. Upon the Town's full acceptance of the Improvements and payment to the Developer for the Town Improvements, the Town shall use the Improvements to provide utility service. The Town then shall have sole ownership, control over, and use of the Improvements and associated property interests. After the Town's acceptance of the Improvements and subject to terms of this Agreement, the Town may make extensions from, connections to, and alterations to any of the Improvements, and/or make any other decisions regarding the Improvements without consent of Developer.

In order to ensure that the Developer has adequate utility capacity for its development purposes pursuant to its investment into the construction of the Improvements, the Parties agree that waste water flows shall be directed by the Town as set forth in the April 9, 2018 Memo and aerial photograph approved unanimously by action of the Town Council on October 8, 2018, a copy of which is attached hereto as Exhibit D.

Notwithstanding anything herein to the contrary, the Developer and its successors and assigns shall retain or be provided with access to the lift station to be constructed for purposes of establishing and maintaining landscaping at such site.

VII. Payment of Construction Costs. The Parties hereto agree that the Developer is solely responsible to pay for all costs associated with the Developer's Improvements. Further, the Parties hereto agree that the Town is solely responsible to pay for all costs associated with the Town Improvements that are incurred by Developer in connection with the Town Improvements. The Town will pay for and reimburse the Developer for all costs associated with the Town Improvements within forty-five (45) days of Town acceptance of the Improvements.

VIII. Written Consents from Town. Where this Agreement refers to written approvals or consents to be given by the Town and the person or position that may give consent is not identified, the authority to give such approvals shall be delegated to the Town Management Designee. An approval required by this Agreement shall not be effective unless given in writing. Consents or approvals specifically delegated to the Town Council in this Agreement are excluded from the operation of this Section. Any dispute between the Developer and a delegated party acting on behalf of the Town may be submitted to the Town Council for review and resolution. Notwithstanding the foregoing, nothing herein shall prevent either Party from pursuing other remedies available to it, including requesting relief from courts of appropriate jurisdiction.

IX. Suspension For Cause/Default.

- A. Either party shall have the right to terminate this Agreement in the event the other shall default in any of the terms and conditions of this Agreement. Either party shall have the right to exercise any and all rights and remedies available to it under law and equity in the event the other shall default in any of the terms and conditions of this Agreement. No default shall be declared under this Agreement unless the Party claiming default gives the other Party Notice of any alleged default with particularity and an opportunity of at least thirty (30) working days from the date of receipt of the Notice to cure such default. No such failure to cure, however, will be deemed to exist if the defaulting Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting Party.
- B. Any Notice of default shall be provided in accordance with the Notice provisions contained herein and shall in addition be prominently titled NOTICE OF DEFAULT.

XI. Notice. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a "Notice") shall be in writing, and shall be (i) hand delivered personally or (ii) sent by nationally recognized courier service, fees prepaid, addressed as follows:

To the Developer at:

Bill Clark Homes of Greenville, LLC
Attention: Mr. Landon Weaver
200 East Arlington Boulevard, Suite A
Greenville, NC 27858

With copy to:

J. Troy Smith, Jr.

Ward and Smith, P.A.
Post Office Box 867
New Bern, NC 28563

To the Town at:

Terri Parker, Town Manager
Town of Winterville
Post Office Box 1459
Winterville, NC 28590

With copy to:

Ben Williams, Asst. Town Manager
Town of Winterville
Post Office Box 1459
Winterville, NC 28590

E. Keen Lassiter, Town Attorney
Law Offices of E. Keen Lassiter, P.A.
Post Office Box 2636
Winterville, NC 28590

Each Party may designate by notice a new address to which any Notice thereafter may be given, served, or sent. Each Notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the courier delivery receipt -being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

XII. Miscellaneous.

- A. Choice of Law and Forum. This Agreement shall be deemed made in Pitt County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive form and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Pitt County.
- B. Compliance with Ordinances, Laws and Regulations. The Developer shall be vested as to the matters outlined in this Agreement and shall comply with all Town ordinances, written standards, and written regulations as they exist on the date of this Agreement. Notwithstanding the foregoing, the Developer shall not be vested under the current Town

technical and engineering standards for any infrastructure or facilities other than that which is provided in the Plans & Specifications as such Plans & Specifications have been approved by the Town. Further, the Parties shall comply with all applicable regulations of the State of North Carolina and federal government.

- C. Waiver. No action or failure to act by the Parties shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing or set forth elsewhere by this Agreement.
- D. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.
- E. Assignment; Successors and Assigns. The Developer may assign and/or pledge its rights and obligations that arise out of this Agreement with prior written consent of the Town, such consent not to be unreasonably delayed nor withheld.
- F. No Third Party Rights Created. This Agreement is intended for the benefit of the Town and Developer and not for any other person or entity, and no such persons or entities shall enjoy any right, benefit, or entitlement under this Agreement.
- G. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (i) the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation; (ii) References to a "Section" or "section" shall mean a section of this Agreement; (iii) Titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Agreement; (iv) the word "duties" includes obligations; (v) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities; (vi) The words "will" "shall" and "must" are each mandatory; and (vii) The word "day" means calendar day.
- H. Modifications; Entire Agreement. A modification or amendment of this Agreement is not valid unless signed by both Parties. This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
- I. Force Majeure. The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including

without limitation, acts of the United States of America, acts of the State of North Carolina (including the denial of permits which the Developer has pursued in good faith), embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, civil suits, injunctions, vandalism or civil riots. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.

- J. Remedies. All remedies as are otherwise allowed or provided by law are available to the Parties to this Agreement, unless specifically limited as described in specific provisions of this Agreement.
- K. No Joint Venture/No Agency. Nothing in this Agreement shall be construed to create a joint venture between the Parties, or to make the Developer an agent of the Town. Nothing in this Agreement shall be construed to make the Town an owner or contractor or responsible party with regard to any contracts entered into by Developer.
- L. Warranty, Guaranty and Correction Period. Developer warrants and guarantees for the time period contained in this subsection L that all work performed by or at the direction of Developer shall be in accordance with the Plans & Specifications approved by the Town. If, within one year after acceptance by the Town, any work performed by or at the direction of Developer is found to be defective due to faulty workmanship, Developer shall cause the repair, replacement or correction of such defects at no cost to the Town. After such one year period, this subsection L shall not survive except for those matters which the Town provides Developer written notice prior to the expiration of such one year period. Notwithstanding anything contained herein to the contrary, in no event shall Developer warrant, guarantee nor indemnify the Town or any other party for design defects contained within the Plans & Specifications approved by the Town. This Section L shall not prevent the Town from pursuing action against any third party for design defects contained within the Plans & Specifications as a third party beneficiary of such Plans & Specifications.

IN WITNESS WHEREOF, the Town and the Developer have caused this Agreement to be executed under seal themselves or by their respective, duly authorized agents, managers, or officers.

**[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE AND
ACKNOWLEDGEMENT PAGES FOLLOW]**

[SIGNATURE PAGE]

“Developer”

BILL CLARK HOMES OF GREENVILLE, LLC

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, a Notary Public, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____.

Date: _____

Notary Public (Signature)

[Notary’s printed name]

My Commission Expires: _____

[SIGNATURE PAGE]

“Town”

TOWN OF WINTERVILLE, NORTH CAROLINA

By: _____

Name: Douglas A. Jackson

Title: Mayor

[AFFIX SEAL]

Attest: _____

Name: Donald Harvey

Title: Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, a Notary Public, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____.

Date: _____

Notary Public (Signature)

[Notary’s printed name]

My Commission Expires: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Anthony Bowers, Finance Direct

ND: 4835-1379-6020, v. 2

Exhibit A
Subdivision Plan

Exhibit B
Plans and Specifications

Exhibit C
Accepted Construction Bid

Exhibit D Pump Station Service Area



2571 Railroad Street
PO Box 1459
Winterville, NC 28590

Phone: (252) 215-2344
Fax: (252) 215-2450
www.wintervillenc.com

Memorandum

To: Town Council

From: Ben E. Williams, AICP CEP

Date: April 9, 2018

Subject: New Regional Pump Station and Eli's Ridge Pump Station Service Area Delineation

The Town is currently undertaking the financing and construction of a regional sanitary sewer pump station located on Old Tar Road on Pitt County Tax Parcel 83155. The purpose of this pump station is to remove the existing Craft Winds pump station from service and accommodate future development within the Worthington Road, Old Tar Road and Laurie Ellis Road areas. A recently submitted development plan proposed by Bill Clark Homes, Inc. located on Pitt County Tax Parcels 24023, 25886, and 25940 will be constructing a sanitary sewer pump station to serve their subdivision (Eli's Ridge). Town staff has requested the Eli's Ridge pump station be designed with increased wet-well and forcemain capacity to accommodate wastewater flows from future development in the surrounding area. This increased capacity will result in additional costs above those necessary for the initial infrastructure required to serve the Eli's Ridge subdivision.

In order to maximize the requested increased capacity of the pump station located at the Eli's Ridge subdivision and to achieve the intended goal of the regional pump station currently under construction, staff is recommending a delineation be made of the areas south of Worthington Road from which the two subject pump stations will receive wastewater flows.

The following recommendation are made:

All phases of the Eli's Ridge subdivision will be directed to the pump station located within the development. All wastewater flows resulting from development occurring east of Fork Swamp Canal will be directed to the Eli's Ridge pump station where feasible. Approximately 11.5 acres of the northeast portion of Pitt County Tax Parcel # 25758 located south of Worthington Road will be directed to Eli's Ridge pump station.

It is the intent that all remaining areas south of Worthington Road and north of Laurie Ellis Road west of Pitt County Tax Parcel # 25940 be directed to the Town's new regional pump station located at Pitt County Tax Parcel # 83155.

N:\Public\Sanitary Sewer\Memo 20180409 - Regional PS and Elis Ridge PS service area delineation.docx



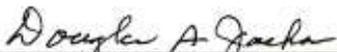
Motion made by Councilman Moore and seconded by Councilman Hines to approve the staff recommendation outlined in the memorandum. The motion carried unanimously, 5-0.

ADJOURN: Motion made by Councilman Moore and seconded by Councilwoman Roberson to adjourn regular meeting. Motion carried unanimously, 5-0.

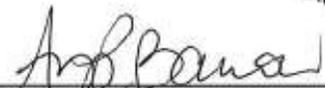
Adopted this the 8th day of October, 2018.



ATTEST:



Douglas A. Jackson, Mayor



Arhy P. Barrow, Acting Town Clerk

Eli's Ridge Pump Station Bid Tabulations Bill Clark Homes of Greenville					Date: 2/28/20			
CONTRACT - ALTERNATE A - Pump Station to serve as REGIONAL PUMP STATION FOR TOWN OF WINTERVILLE					TRIPP BROTHERS		RALPH HODGE	
Lump Sum Bid Price for all work at the pump station site					\$ 489,430.00		\$ 399,650.00	
UNIT PRICE BID								
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	BID UNIT PRICE	BID PRICE	
1	8" C-900 PVC Interior to Subdivision	LF	1230	\$ 19.25	\$ 23,677.50	\$ 21.00	\$ 25,830.00	
2	8" DIP Drop Assembly @ 42" Pipe, Sta. 8+00 (includes all DIP pipe, fittings and joint restraint)	LS	1	\$ 8,100.00	\$ 8,100.00	\$ 4,940.00	\$ 4,940.00	
3	18" Dry Bore and Steel Encasement, Sta. 13+50	LF	70	\$ 185.00	\$ 12,950.00	\$ 234.00	\$ 16,380.00	
4	8" DIP Drop DIP and Carrier Pipe @ Worthington Road, Sta 13+50 (includes all DIP pipe, fittings and joint restraint, and spiders)	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 3,260.00	\$ 3,260.00	
5	8" C-900 PVC along Worthington Road	LF	1900	\$ 23.05	\$ 43,795.00	\$ 21.00	\$ 39,900.00	
6	8" C-900 PVC, Restrained Joint, along Worthington Road	LF	150	\$ 39.30	\$ 5,895.00	\$ 33.10	\$ 4,965.00	
7	18" Dry Bore and Steel Encasement, Sta. 34+45	LF	70	\$ 185.00	\$ 12,950.00	\$ 234.00	\$ 16,380.00	
8	8" DIP Drop and DIP Carrier Pipe @ Worthington Road, Sta 34+35 (includes all DIP pipe, fittings and joint restraint, and spiders)	LF	1	\$ 9,000.00	\$ 9,000.00	\$ 3,260.00	\$ 3,260.00	
9	8" C-900 PVC along Long Branch Canal	LF	1660	\$ 19.15	\$ 31,789.00	\$ 21.00	\$ 34,860.00	
10	8" C-900 PVC, Restrained Joint, along Long Branch Canal	LS	75	\$ 41.00	\$ 3,075.00	\$ 33.10	\$ 2,482.50	
11	8" DIP Drop Assembly at Canal (includes all DIP pipe, fittings and joint restraint)	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 4,940.00	\$ 4,940.00	
12	Inside DIP Drop Tie to Existing Manhole (includes core and boot)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	
13	8" 90 Deg. Bends	Each	6	\$ 475.00	\$ 2,850.00	\$ 609.00	\$ 3,654.00	
14	8" 45 Deg. Bends	Each	5	\$ 425.00	\$ 2,125.00	\$ 571.00	\$ 2,855.00	
15	8" 22.5 Deg. Bends	Each	1	\$ 425.00	\$ 425.00	\$ 569.00	\$ 569.00	
16	Tracer Wire Boxes	Each	5	\$ 250.00	\$ 1,250.00	\$ 198.00	\$ 990.00	
17	Automatic Air Release valves	Each	4	\$ 5,050.00	\$ 20,200.00	\$ 3,740.00	\$ 14,960.00	
18	8" Plug Valves	Each	1	\$ 1,780.00	\$ 1,780.00	\$ 1,580.00	\$ 1,580.00	
19	8" PVC Gravity Sewer (20'-22')	LF	100	\$ 143.25	\$ 14,325.00	\$ 128.00	\$ 12,800.00	
20	12" PVC Gravity Serer (22'-24')	LF	113	\$ 149.25	\$ 16,865.25	\$ 169.00	\$ 19,097.00	
21	Manhole 9 (19.23' deep)	Each	1	\$ 7,090.00	\$ 7,090.00	\$ 6,140.00	\$ 6,140.00	
22	Manhole 9A(24.63' Deep)	Each	1	\$ 7,670.00	\$ 7,670.00	\$ 6,520.00	\$ 6,520.00	
23	Manhole 9B(22.25' Deep)	Each	1	\$ 7,474.00	\$ 7,474.00	\$ 6,710.00	\$ 6,710.00	
24	Tracer Wire	LF	3790	\$ 0.10	\$ 379.00	\$ 0.40	\$ 1,516.00	
Total of All Unit Price Bid Items					\$ 256,664.75		\$ 238,088.50	
PROJECT TOTAL					\$ 746,094.75		\$ 637,738.50	



Richard A. Brown

CONTRACT - ALTERNATE B - SIZED TO SERVE ELI'S RIDGE ONLY					TRIPP BROTHERS		RALPH HODGE	
LUMP SUM BID					\$ 438,110.00		\$ 363,410.00	
The lump sum price includes all work at the pump station site								
Lump Sum Bid Price for all work at the pump station site					\$			
UNIT PRICE BID								
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	
1	6" C-900 PVC Interior to Subdivision	LF	1230	\$ 14.55	\$ 17,896.50	\$ 17.50	\$ 21,525.00	
2	6" DIP Drop Assembly @ 42" Pipe, Sta. 8+00 (includes all DIP pipe, fittings and joint restraint)	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 4,150.00	\$ 4,150.00	
3	18" Dry Bore and Steel Encasement, Sta. 13+50	LF	70	\$ 180.00	\$ 12,600.00	\$ 230.00	\$ 16,100.00	
4	6" DIP Drop DIP and Carrier Pipe @ Worthington Road, Sta 13+50 (includes all DIP pipe, fittings and joint restraint, and spiders)	LS	1	\$ 8,625.00	\$ 8,625.00	\$ 2,810.00	\$ 2,810.00	
5	6" C-900 PVC along Worthington Road	LF	1900	\$ 19.25	\$ 36,575.00	\$ 17.50	\$ 33,250.00	
6	6" C-900 PVC, Restrained Joint, along Worthington Road	LF	150	\$ 33.00	\$ 4,950.00	\$ 27.70	\$ 4,155.00	
7	18" Dry Bore and Steel Encasement, Sta. 34+45	LF	70	\$ 180.00	\$ 12,600.00	\$ 230.00	\$ 16,100.00	
8	6" DIP Drop and DIP Carrier Pipe @ Worthington Road, Sta 34+35 (includes all DIP pipe, fittings and joint restraint, and spiders)	LS	1	\$ 8,125.00	\$ 8,125.00	\$ 2,810.00	\$ 2,810.00	
9	6" C-900 PVC along Long Branch Canal	LF	1660	\$ 14.40	\$ 23,904.00	\$ 17.50	\$ 29,050.00	
10	6" C-900 PVC, Restrained Joint, along Long Branch Canal	LF	75	\$ 34.70	\$ 2,602.50	\$ 28.00	\$ 2,100.00	
11	6" DIP Drop Assembly at Canal (includes all DIP pipe, fittings and joint restraint)	LS	1	\$ 8,400.00	\$ 8,400.00	\$ 4,150.00	\$ 4,150.00	
12	Inside DIP Drop Tie to Existing Manhole (includes core and boot)	LS	1	\$ 4,720.00	\$ 4,720.00	\$ 3,350.00	\$ 3,350.00	
13	6" 90 Deg. Bends	Each	6	\$ 400.00	\$ 2,400.00	\$ 478.00	\$ 2,868.00	
14	6" 45 Deg. Bends	Each	5	\$ 400.00	\$ 2,000.00	\$ 461.00	\$ 2,305.00	
15	6" 22.5 Deg. Bends	Each	1	\$ 400.00	\$ 400.00	\$ 444.00	\$ 444.00	
16	Tracer Wire Boxes	Each	5	\$ 250.00	\$ 1,250.00	\$ 198.00	\$ 990.00	
17	Automatic Air Release valves	Each	4	\$ 5,040.00	\$ 20,160.00	\$ 3,740.00	\$ 14,960.00	
18	6" Plug Valves	Each	1	\$ 1,520.00	\$ 1,520.00	\$ 1,470.00	\$ 1,470.00	
19	8" PVC Gravity Sewer (18'-20')	LF	113	\$ 107.30	\$ 12,124.90	\$ 125.00	\$ 14,125.00	
20	Manhole 9 (19.23' deep)	Each	1	\$ 7,090.00	\$ 7,090.00	\$ 6,070.00	\$ 6,070.00	
21	Manhole 9A(20.8' Deep)	Each	1	\$ 7,670.00	\$ 7,670.00	\$ 6,640.00	\$ 6,640.00	
22	Tracer Wire	LF	3700	\$ 0.10	\$ 370.00	\$ 0.40	\$ 1,480.00	
Total of All Unit Price Bid Items						\$ 203,482.90		\$ 190,902.00
ALTERNATE A TOTAL						\$ 641,592.90		\$ 554,312.00



Richard A. Brown



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: April 13, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: Utility Infrastructure Reimbursement Agreement for Eli's Ridge Subdivision Lift Station & Force Main.

Action Requested: Approval of Utility Infrastructure Reimbursement Agreement w/ Bill Clark Homes of Greenville, LLC.

Attachment: Draft Utility Infrastructure Reimbursement Agreement.

Prepared By: Travis Welborn, Public Works Director

Date: 4/1/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

The Developer of Eli's Ridge Subdivision (Bill Clark Homes of Greenville, LLC) will be constructing a new lift station and force main to facilitate sanitary sewer service to the proposed subdivision. The lift station and force main are adequately sized in order to accommodate future growth in the immediate vicinity of the proposed lift station. The Developer has requested that future development which benefits from the construction of the Eli's Ridge Lift Station and Force Main be responsible for reimbursement for a proportionate share of the original construction cost borne by the developer. Due to the cost associated with constructing the lift station and force main, and the benefit provided to the Town by the construction of this "regional" lift station, Town staff recommends entering into an Agreement with the Developer such that a portion of his initial cost can be recouped from future development(s) which contribute sanitary sewer to the new lift station. All betterment costs paid for by the Town would be excluded from this Agreement, and the Developer would only be entitled to reimbursement for a proportionate share of his actual cost. The Agreement would expire after ten (10) years, and at such time no further reimbursements would occur.

Budgetary Impact: TBD.

Recommendation: Staff recommends approval of Utility Infrastructure Reimbursement Agreement pending the Town Attorney's approval.

UTILITY INFRASTRUCTURE REIMBURSEMENT AGREEMENT (or Eli's Ridge Lift Station Reimbursement Agreement)

THIS UTILITY INFRASTRUCTURE REIMBURSEMENT AGREEMENT, dated as of _____, 2020 (the "Agreement"), by and between BILL CLARK HOMES OF GREENVILLE, LLC, a North Carolina Limited Liability Company (the "Developer"), and the TOWN OF WINTERVILLE, NORTH CAROLINA, a public body of the State of North Carolina (the "Town") (the Developer and Town each referred to hereafter individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Town and the Developer are executing an Infrastructure Cost Sharing and Reimbursement Agreement simultaneously with the execution of this Agreement; and

WHEREAS, The Infrastructure Cost Sharing and Reimbursement Agreement addresses the construction and the payment of the costs of construction of the Developer's Improvements and the Town Improvements to the Town's sanitary sewer and water system; and

WHEREAS, the Developer desires reimbursement for a proportionate share of the Developer's Improvements (as defined in Article I.A.1. below) from other property owners who are allocated flow to the Eli's Ridge lift station and force main; and

WHEREAS, the Town and the Developer desire to enter into this Agreement to identify the obligation of each party to this Agreement; and

WHEREAS, the Developer and the Town have duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration set forth herein, the receipt of which is hereby acknowledged, and the mutual benefits to be received by the Parties from the construction of the Improvements, including but not limited to those benefits described above, the Developer and the Town, and their heirs, successors, and assigns agree as follows:

I. Description of Improvements.

A. Definitions.

1. "Developer's Improvements" mean all those facilities to be constructed by Developer pursuant to the Infrastructure Cost Sharing and Reimbursement Agreement as shown on the Plans & Specifications (defined below). The Improvements are designed and shall be constructed in compliance with the Town's Utility Regulations and Ordinance (the "Ordinance") and all applicable regulations.

a. The Developer's Improvements which would be needed to serve Eli's Ridge generally consist of:

- A lift station as shown on the Plans & Specifications and said lift station would include a six (6) foot diameter wet well twenty-four (24) feet deep;
- Six (6) inch force main extending approximately 5,180 linear feet, as shown on the Plans & Specifications (from Eli's Ridge Lift Station to the Old Tar Road Lift Station).

b. The cost basis for the Developer's Improvements is "Alternate B – Sized to Serve Eli's Ridge Only" as shown on the Certified Bid Tab Dated 2/28/2020 and hereby attached as "Exhibit A."

2. "Town Improvements" means all the oversizing of the Developers Improvements requested by the Town and constructed by the Developer pursuant to this Agreement as shown on the Plans & Specifications (defined below). The Improvements are designed and shall be constructed in compliance with the Town's Utility Regulations and Ordinance (the "Ordinance") and all applicable regulations.

a. The oversizing of the Improvements which the Town has requested generally consist of:

- A regional lift station, as shown on the Plans & Specifications once completed and said lift station will include a wet well which is an additional four (4) foot in diameter and an additional five (5) feet in depth to the Developer's Improvements (as defined in Article I.A.1.) so that the wet well has a total diameter of ten (10) feet and is a total of twenty-nine (29) feet deep;
- An additional two (2) inches added to the six (6) inch force main (as defined in Article I.A.1.) so that the resultant line is an 8-inch force main extending approximately 5,180 linear feet, as shown on the Plans & Specifications once completed.

3. "Improvements" mean both Developer's Improvements and Town Improvements as defined herein.

4. "Plans & Specifications" means those surveys, plans, engineering, and construction drawings designed by an Approved Engineer (as defined in Article IV below) and approved by the Developer and the Town in accordance with the Town's Ordinance, policies, standards, and regulations. The Plans & Specifications have been approved by the Town and are attached hereto at Exhibit B. Any amendment to the

Plans & Specifications shall be in accordance with the provisions of this Agreement and any applicable permits associated with the same (e.g., Department of Environment and Natural Resources). Such amended plans and specifications shall from the date of such amendment or date of any required permit modification, whichever is later, be deemed the "Plans & Specifications" and Exhibit B shall be revised to reflect the same . Notwithstanding anything contained herein to the contrary, the Town Improvements shall not include any infrastructure and improvements solely for the benefit of Developer or Eli's Ridge.

5. "Firm Capacity" means the maximum pumped flow that can be achieved in 24 hours with the largest pump taken out of service.

6. "Design Average Daily Flow" is the Firm Capacity of the pump station divided by a peaking factor of 2.5.

7. "Contract" means the construction contract between the Developer and the Contractor selected to construct the Developer Improvements and Town Improvements.

8. "Original Project Cost" means the actual construction cost of the Developer's Improvements. It shall be calculated by multiplying the actual quantities installed during construction of the project by the corresponding unit prices as established in Alternate B of Exhibit A. The contract unit prices shall be the basis for the calculation. The original project cost amount shall be limited to the actual cost of construction, and shall not include engineering, land and easements, incidental administrative costs, interest, appreciation, or depreciation.

II. Reimbursements.

A. General. The estimated quantities and contract unit prices of the Developer's Improvements and the Town's Improvements are set forth in the attached Certified Bid Tab "Exhibit A." The Parties acknowledge that the Certified Bid Tab includes a reasonable approximation of the probable quantities required to construct and install the Improvements, and that the unit prices established therewith under the "Ralph Hodge" column are the unit prices that will be established in the Contract. Each Party further understands and agrees that the estimates are based upon several variables that may change over time. While the estimates are a useful tool in planning for the construction of the Improvements, the actual original project cost of the Developer's Improvements shall be made upon the basis of the actual total of all costs incurred.

B. Payment of the Developer's Construction Costs. The Parties hereto agree that the Developer is solely responsible to pay for all costs associated with the Developer's Improvements.

C. Reimbursement to Developer. Once the Town approves the Preliminary Plat, the Town shall collect reimbursement fees from any property owners which are allocated flow to the Eli's Ridge Lift Station. The Town will not approve a Preliminary Plat with sewer flow to the Eli's Ridge Lift Station without the determination of the allocation of sewer flow and payment to the Town of any reimbursement fees. Fees shall be calculated on

the basis of the ratio of the design flow rate of the new additional load to the Eli's Ridge Lift Station divided by the design average daily flow of that lift station and multiplied by the original project cost. The design flow rate shall be determined in accordance with 15A NCAC 02T .0114 Wastewater Design Flow Rates. Reimbursement Fees shall be paid to the Developer within 90 days of the Town's receipt of said reimbursement fees. The original project cost shall include the construction cost of the lift station and appurtenances, and the sewer force main associated with the Developer's Improvements. It shall not include those costs associated with the Town Improvements.

D. Term of Agreement. The term of this Agreement shall be ten (10) years from date of acceptance of the Developer's Improvements as identified in the Infrastructure Cost Sharing and Reimbursement Agreement. This Agreement will expire ten (10) years after acceptance of said Developer's Improvements by the Town and at such time further reimbursement fees will not be paid to the Developer.

E. Exemptions. Both parties to this Agreement shall be exempt from the payment of any reimbursement fees required by this Agreement.

F. Obligation to Pay Reimbursement Fees. The Town is only obligated to collect reimbursement fees and to pay same to the Developer after the Developer has constructed the Developer's Improvements and the same have been accepted by the Town.

III. Written Consents from Town. Where this Agreement refers to written approvals or consents to be given by the Town and the person or position that may give consent is not identified, the authority to give such approvals shall be delegated to the Town Management Designee. An approval required by this Agreement shall not be effective unless given in writing. Consents or approvals specifically delegated to the Town Council in this Agreement are excluded from the operation of this Section. Any dispute between the Developer and a delegated party acting on behalf of the Town may be submitted to the Town Council for review and resolution. Notwithstanding the foregoing, nothing herein shall prevent either Party from pursuing other remedies available to it, including requesting relief from courts of appropriate jurisdiction.

IV. Suspension For Cause/Default.

A. Either party shall have the right to terminate this Agreement in the event the other shall default in any of the terms and conditions of this Agreement. Either party shall have the right to exercise any and all rights and remedies available to it under law and equity in the event the other shall default in any of the terms and conditions of this Agreement. No default shall be declared under this Agreement unless the Party claiming default gives the other Party Notice of any alleged default with particularity and an opportunity of at least thirty (30) working days from the date of receipt of the Notice to cure such default. No such failure to cure, however, will be deemed to exist if the defaulting Party has

commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting Party.

B. Any Notice of default shall be provided in accordance with the Notice provisions contained herein and shall in addition be prominently titled NOTICE OF DEFAULT.

V. Notice. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a "Notice") shall be in writing, and shall be (i) hand delivered personally or (ii) sent by nationally recognized courier service, fees prepaid, addressed as follows:

To the Developer at:

Bill Clark Homes of Greenville, LLC
Attention: Mr. Landon Weaver
200 East Arlington Boulevard, Suite A
Greenville, NC 27858

With copy to:

J. Troy Smith, Jr.
Ward and Smith, P.A.
Post Office Box 867
New Bern, NC 28563

To the Town at:

Terri Parker, Town Manager
Town of Winterville
Post Office Box 1459
Winterville, NC 28590

With copy to:

Ben Williams, Asst. Town Manager
Town of Winterville
Post Office Box 1459
Winterville, NC 28590

E. Keen Lassiter, Town Attorney
Law Offices of E. Keen Lassiter, P.A.
Post Office Box 2636

Each Party may designate by notice a new address to which any Notice thereafter may be given, served, or sent. Each Notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the courier delivery receipt -being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

- VI. Miscellaneous.
- A. Choice of Law and Forum. This Agreement shall be deemed made in Pitt County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive form and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Pitt County.
- B. Compliance with Ordinances, Laws and Regulations. The Developer shall be vested as to the matters outlined in this Agreement and shall comply with all Town ordinances, written standards, and written regulations as they exist on the date of this Agreement. Notwithstanding the foregoing, the Developer shall not be vested under the current Town technical and engineering standards for any infrastructure or facilities other than that which is provided in the Plans & Specifications as such Plans & Specifications have been approved by the Town. Further, the Parties shall comply with all applicable regulations of the State of North Carolina and federal government.
- C. Waiver. No action or failure to act by the Parties shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing or set forth elsewhere by this Agreement.
- D. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.
- E. Assignment; Successors and Assigns. The Developer may assign and/or pledge its rights and obligations that arise out of this Agreement with prior written consent of the Town, such consent not to be unreasonably delayed nor withheld.
- F. No Third Party Rights Created. This Agreement is intended for the benefit of the Town and Developer and not for any other person or entity, and no such persons or entities shall enjoy any right, benefit, or entitlement under this Agreement.

- G. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (i) the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation; (ii) References to a "Section" or "section" shall mean a section of this Agreement; (iii) Titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Agreement; (iv) the word "duties" includes obligations; (v) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities; (vi) The words "will" "shall" and "must" are each mandatory; and (vii) The word "day" means calendar day.
- H. Modifications; Entire Agreement. A modification or amendment of this Agreement is not valid unless signed by both Parties. This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
- I. Force Majeure. The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including without limitation, acts of the United States of America, acts of the State of North Carolina (including the denial of permits which the Developer has pursued in good faith), embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, civil suits, injunctions, vandalism or civil riots. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.
- J. Remedies. All remedies as are otherwise allowed or provided by law are available to the Parties to this Agreement, unless specifically limited as described in specific provisions of this Agreement.
- K. No Joint Venture/No Agency. Nothing in this Agreement shall be construed to create a joint venture between the Parties, or to make the Developer an agent of the Town. Nothing in this Agreement shall be construed to make the Town an owner or contractor or responsible party with regard to any contracts entered into by Developer.

IN WITNESS WHEREOF, the Town and the Developer have caused this Agreement to be executed under seal themselves or by their respective, duly authorized agents, managers, or officers.

**[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE AND
ACKNOWLEDGEMENT PAGES FOLLOW]**

[SIGNATURE PAGE]

“Developer”

BILL CLARK HOMES OF GREENVILLE, LLC

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, a Notary Public, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____.

Date: _____

Notary Public (Signature)

[Notary’s printed name]

My Commission Expires: _____

[SIGNATURE PAGE]

“Town”

TOWN OF WINTERVILLE, NORTH CAROLINA

By: _____

Name: Douglas A. Jackson

Title: Mayor

[AFFIX SEAL]

Attest: _____

Name: Donald Harvey

Title: Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, a Notary Public, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____.

Date: _____

Notary Public (Signature)

[Notary’s printed name]

My Commission Expires: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Anthony Bowers, Finance Direct

ND: 4835-1379-6020, v. 2

Exhibit A

Exhibit B



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: April 13, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: Chapman Street Culvert Replacement Project.

Action Requested: Approval of Amendment 1 to NC Department of Commerce Contract #2017-152-3214-2593.

Attachment: Proposed Contract Amendment.

Prepared By: Travis Welborn, Public Works Director

Date: 4/1/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

The Town received a grant in 2017 for the replacement of the Chapman Street Culvert due in part to the existing culvert being undersized and contributing to flooding issues upstream. The original grant and contract expiration date was June 1, 2020. Construction on the project began in February 2020. The contractor has completed approximately 60% of the work as of April 1, 2020, and anticipates being 100% complete with the work on May 25. In order to give Town staff ample time to complete the project closeout documentation including the reimbursement request, staff requested an extension from the funding agency. The funding agency is willing to grant a 12 month extension with Amendment 1 to the contract.

Budgetary Impact: 100% of this project including all engineering fees and construction costs will be covered by the grant that the Town received.

Recommendation: Approval of Amendment 1 to the contract.

AMENDMENT

North Carolina Department of Commerce
Rural Economic Development Division
Rural Grant/Programs

Contract #: 2017-152-3214-2593
Date: March 17, 2020

1

Number

GRANTEE:

Town of Winterville
PO Box 1459
Winterville, NC 28590-1459

Contact: The Honorable Douglas A. Jackson

Project Title: Chapman St Culvert Replacement

THE DEPARTMENT:

North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, NC 27699-4346

Grant Manager: Nichole M. Gross

This Contract Amendment is hereby entered into by and between the North Carolina Department of Commerce (the "Department") and the Town of Winterville (the "Grantee") (referred to collectively as the "Parties"). By this Contract Amendment, the Parties amend their Grant #2017-152-3214-2593, respectively (the "Agreement"), as outlined below.

Except as set forth in this Contract Amendment, all other terms and conditions of the Agreement shall remain unaltered and in full force and effect. Should there arise any conflict, discrepancy or ambiguity between the terms and conditions contained in the Agreement and the terms and conditions of this Contract Amendment, the terms and conditions contained in this Contract Amendment shall govern and prevail.

- Paragraph 3 (Term of Agreement)
 - DELETE:** "terminate on 6/1/2020."
 - ADD:** "terminate on 6/1/2021."

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Authorized Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principles to the terms of this Contract Amendment.

In Witness Whereof, the Grantee and the Department have executed this Contract Amendment in duplicate originals, with one original being retained by each party.

GRANTEE:

THE DEPARTMENT:



Signature

Signature

Printed Name

Date

Kenny Flowers

Printed Name

3/17/2020

Date

Title

Assistant Secretary for Rural Economic Development

Title

If you agree with the amendment as proposed, please sign. **Retain one a copy for your files and return a copy to the attention of Nichole M. Gross at the NC Department of Commerce at rgpreports@nccommerce.com.**



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: April 13, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: 2020 Street Improvement Project.

Action Requested: Award of Contract to Lowest Responsible Bidder.

Attachment: Certified Bid Tab & Bid Summary Letter.

Prepared By: Travis Welborn, Public Works Director

Date: 4/1/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

Bids for our annual Powell Bill street resurfacing project were received on Thursday March 26, 2020. This project includes milling and resurfacing portions of several streets, including Roxie Court, Milton Drive, and Cedar Ridge Drive; and replacing a storm drainage pipe under Corey Street. Four (4) bids were received for the project, with Tripp Bro's Inc. being the lowest responsible bidder with a total bid of \$133,933.90. Due to limited funding, the project was bid with a base bid which consisted of Roxie Court, Milton Drive, and Corey Street; and an alternate bid item for Cedar Ridge Drive. Fortunately, the total including the base bid and the alternate is still within the available funds for the project. Town staff recommends that the contract be awarded to Tripp Bro's Inc. in the amount of \$133,933.90, for the base bid and alternate #1. Tripp Bro's bid was competitive enough that staff anticipates being able to potentially add work at Preston Trails Drive that had to be removed from last year's project due to budget constraints. Upon completion of the original scope of work, staff will evaluate remaining available funds and report back to council on the possibility of completing that work as well.

Budgetary Impact: Funds for this project were included in this years approved Powell Bill budget.

Recommendation: Award of contract to Tripp Bro's Inc.

**ARK CONSULTING GROUP, PLLC
BID TABULATION SHEET**

OWNER: Town of Winterville
PROJECT: 2020 Street Improvements
LOCATION: Town of Winterville, NC - Town Hall
BIDS OPENED: Thursday, March 26, 2020 @ 2:00 P.M.

CERTIFICATION



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

3/31/2020

CONTRACTOR	Tripp Bro's Inc.	Carolina Earth Movers, Inc.	Barnhill Contracting Company	S.T. Wooten Corporation
ADDRESS	4158 Norris Store Road Ayden, NC 28513	2252 Allpine Taylor Road Greenville, NC 27834	562 Barrus Construction Road Greenville, NC 27834	3801 Black Creek Rd. Wilson, NC 27893
License No.	52247	38881	3194	2835
Bid Bond	5%	5%	5%	5%
Minority Business Participation Docs Received	Yes	Yes	Yes	Yes
Addendum No. 1 and 2 Received	Yes	Yes	Yes	Yes

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST						
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BASE BID

Roxie Court - Street Improvements

No.	Est. Qty.	Description	Tripp Bro's Inc.	Carolina Earth Movers, Inc.	Barnhill Contracting Company	S.T. Wooten Corporation
1	1	LS Mobilization and Bonding (3% +/-)	\$ 450.00	\$ 525.57	\$ 700.00	\$ 800.00
2	212	SY 4' Wide Edge Mill (2" Depth - Full street length)	\$ 9.00	\$ 14.60	\$ 17.00	\$ 37.00
3	1	LS Crack Sealing	\$ 1,287.00	\$ 1,500.00	\$ 3,850.00	\$ 3,300.00
4	922	SY 2" Asphalt Surface Course (Type S-9.5C)	\$ 12.05	\$ 12.90	\$ 16.35	\$ 17.00
5	1	EA 24" Stop Bar	\$ 275.00	\$ 530.00	\$ 500.00	\$ 350.00
6	1	Testing Allowance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Subtotal for Roxie Court - Street Improvements			\$ 15,530.10	\$ 18,044.57	\$ 24,228.70	\$ 28,468.00

Milton Drive - Street Improvements

No.	Est. Qty.	Description	Tripp Bro's Inc.	Carolina Earth Movers, Inc.	Barnhill Contracting Company	S.T. Wooten Corporation
1	1	LS Mobilization and Bonding (3% +/-)	\$ 2,820.00	\$ 3,649.29	\$ 3,700.00	\$ 3,500.00
2	76	LF Remove Storm Drain	\$ 15.00	\$ 21.50	\$ 39.75	\$ 22.00
3	4	EA Remove Catch Basin	\$ 500.00	\$ 750.00	\$ 755.00	\$ 275.00
4	11	SY Remove Exist. CABC & Asphalt Pavement	\$ 50.00	\$ 55.00	\$ 139.00	\$ 350.00
5	420	SY 4' Wide Edge Mill (2" Depth)	\$ 9.00	\$ 14.60	\$ 16.00	\$ 20.50
6	2,530	SY Remove Asphalt Pavement (from Ethel to Roxie)	\$ 4.00	\$ 7.52	\$ 4.00	\$ 6.50
7	150	SY Remove Exist. CABC (Performed w/ Undercut)	\$ 15.00	\$ 23.25	\$ 66.00	\$ 15.00
8	58	LF Remove & Replace Curb & Gutter	\$ 50.00	\$ 47.00	\$ 124.00	\$ 50.00
9	76	LF 14" DIP	\$ 60.00	\$ 125.00	\$ 99.00	\$ 192.00
10	4	EA Catch Basin	\$ 1,500.00	\$ 2,500.00	\$ 1,900.00	\$ 2,320.00
11	100	CY Undercut Excavation w/ Offsite Disposal	\$ 14.00	\$ 27.50	\$ 36.00	\$ 26.00
12	100	CY Offsite Select Borrow Excavation	\$ 16.00	\$ 24.00	\$ 17.00	\$ 31.00
13	150	SY 8" CABC (Placed in Undercut areas)	\$ 13.50	\$ 32.00	\$ 32.50	\$ 33.00
14	1	LS Crack Sealing	\$ 3,850.00	\$ 1,500.00	\$ 6,350.00	\$ 6,050.00
15	4,244	SY 2" Asphalt Surface Course (Type S-9.5C)	\$ 11.80	\$ 12.00	\$ 11.50	\$ 15.75
16	1	EA 24" Stop Bar	\$ 275.00	\$ 530.00	\$ 350.00	\$ 350.00
17	25	TN Stabilization Stone	\$ 40.00	\$ 85.00	\$ 95.00	\$ 60.00
18	1	Testing Allowance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Subtotal for Milton Drive - Street Improvements			\$ 96,849.20	\$ 125,292.39	\$ 128,882.00	\$ 150,092.00 *

CONTRACTOR ADDRESS	Tripp Bro's Inc. 4158 Norris Store Road Ayden, NC 28513 52247	Carolina Earth Movers, Inc. 2252 Allpine Taylor Road Greenville, NC 27834 38881	Barnhill Contracting Company 562 Barrus Construction Road Greenville, NC 27834 3194	S.T. Wooten Corporation 3801 Black Creek Rd. Wilson, NC 27893 2835	
License No.	5%	5%	5%	5%	
Bid Bond	Yes	Yes	Yes	Yes	
Minority Business Participation Docs Received	Yes	Yes	Yes	Yes	
Addendum No. 1 and 2 Received	Yes	Yes	Yes	Yes	
ITEM NO.	QTY. UNIT DESCRIPTION	UNIT PRICE COST	UNIT PRICE COST	UNIT PRICE COST	UNIT PRICE COST

Corey Street - Street Improvements

No.	Est. Qty.	Description	UNIT PRICE	COST						
1	1	LS Mobilization and Bonding (3% +/-)	\$ 263.00	\$ 263.00	\$ 322.37	\$ 322.37	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00
2	19	SY Remove Exist. CABC & Asphalt Pavement	\$ 40.00	\$ 760.00	\$ 53.85	\$ 1,023.15	\$ 52.50	\$ 997.50	\$ 206.00	\$ 3,914.00
3	36	LF Remove Existing Storm Drain Piping	\$ 25.00	\$ 900.00	\$ 22.50	\$ 810.00	\$ 55.00	\$ 1,980.00	\$ 27.50	\$ 990.00
4	1	EA Drop Inlet	\$ 1,500.00	\$ 1,500.00	\$ 2,150.00	\$ 2,150.00	\$ 2,050.00	\$ 2,050.00	\$ 2,200.00	\$ 2,200.00
5	1	EA Tie Into Exist. Drop Inlet	\$ 450.00	\$ 450.00	\$ 1,750.00	\$ 1,750.00	\$ 1,395.00	\$ 1,395.00	\$ 1,100.00	\$ 1,100.00
6	36	LF 15" RCP	\$ 60.00	\$ 2,160.00	\$ 42.00	\$ 1,512.00	\$ 78.00	\$ 2,808.00	\$ 180.00	\$ 6,480.00
7	25	CY Undercut Excavation Select Backfill	\$ 25.00	\$ 625.00	\$ 40.00	\$ 1,000.00	\$ 35.00	\$ 875.00	\$ 35.00	\$ 875.00
8	25	CY Offsite Select Borrow Excavation	\$ 16.00	\$ 400.00	\$ 21.50	\$ 537.50	\$ 61.00	\$ 1,525.00	\$ 38.00	\$ 950.00
9	19	SY 8" CABC	\$ 40.00	\$ 760.00	\$ 35.00	\$ 665.00	\$ 125.00	\$ 2,375.00	\$ 90.00	\$ 1,710.00
10	19	SY 2" Asphalt Surface Course (Type S-9.5C)	\$ 38.30	\$ 727.70	\$ 42.00	\$ 798.00	\$ 135.00	\$ 2,565.00	\$ 221.00	\$ 4,199.00
11	1	Testing Allowance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Subtotal for Corey Street - Street Improvements				\$ 9,045.70		\$ 11,068.02		\$ 17,570.50		\$ 23,618.00
TOTAL BASE BID IMPROVEMENTS				\$ 121,425.00		\$ 154,404.98		\$ 170,681.20		\$ 202,178.00 *

ADD ALTERNATE #1

Cedar Ridge Drive - Street Improvements

No.	Est. Qty.	Description	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	1	LS Mobilization and Bonding (3% +/-)	\$ 364.00	\$ 364.00	\$ 497.48	\$ 497.48	\$ 775.00	\$ 775.00	\$ 500.00	\$ 500.00
2	26	LF Remove & Replace Curb & Gutter	\$ 78.50	\$ 2,041.00	\$ 55.00	\$ 1,430.00	\$ 131.00	\$ 3,406.00	\$ 77.00	\$ 2,002.00
3	103	SY Remove Exist. Asphalt Pavement	\$ 8.00	\$ 824.00	\$ 14.56	\$ 1,499.68	\$ 25.00	\$ 2,575.00	\$ 16.00	\$ 1,648.00
4	2	EA Adjust Catch Basin Frames	\$ 150.00	\$ 300.00	\$ 1,250.00	\$ 2,500.00	\$ 1,020.00	\$ 2,040.00	\$ 450.00	\$ 900.00
5	50	SY Remove Exist. CABC (Performed w/ Undercut)	\$ 15.00	\$ 750.00	\$ 27.50	\$ 1,375.00	\$ 53.50	\$ 2,675.00	\$ 34.00	\$ 1,700.00
6	35	CY Undercut Excavation w/ Offsite Disposal	\$ 40.00	\$ 1,400.00	\$ 37.50	\$ 1,312.50	\$ 97.00	\$ 3,395.00	\$ 31.00	\$ 1,085.00
7	35	CY Offsite Select Borrow Excavation	\$ 31.00	\$ 1,085.00	\$ 27.50	\$ 962.50	\$ 114.25	\$ 3,998.75	\$ 38.00	\$ 1,330.00
8	50	SY 8" CABC (Placed in Undercut areas)	\$ 26.00	\$ 1,300.00	\$ 35.00	\$ 1,750.00	\$ 67.00	\$ 3,350.00	\$ 35.00	\$ 1,750.00
9	103	SY 2" Asphalt Surface Course (Type S-9.5C)	\$ 38.30	\$ 3,944.90	\$ 51.00	\$ 5,253.00	\$ 44.00	\$ 4,532.00	\$ 65.00	\$ 6,695.00
10	1	Testing Allowance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Subtotal for Add Alternate #1				\$ 12,508.90		\$ 17,080.16		\$ 27,246.75		\$ 18,110.00
TOTAL BASE BID PLUS ADD ALTERNATES				\$ 133,933.90		\$ 171,485.14 *		\$ 197,927.95		\$ 220,288.00 *

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

March 31, 2020

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

Subject: Town of Winterville - 2020 Street Improvements

Dear Mr. Welborn:

Proposals were received for the subject project by mail or delivered to the Town of Winterville Town Hall using the drive-thru facility or the drop-box facility on March 26, 2020. The following brief synopsis describes what occurred at the Bid Opening:

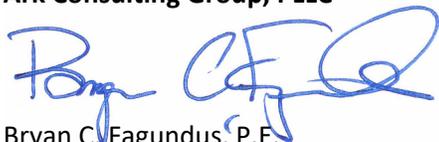
- 1) The period for bidding was closed promptly at 2:00 p.m.
- 2) Bids were opened privately by Town of Winterville staff and original bids were delivered to Ark Consulting Group, PLLC by the Public Works Director on March 30, 2020.

After completing an evaluation and tabulation of the bids received, a certified bid tabulation is attached for your use. The low, responsive, responsible proposal is as follows:

Contractor:	Tripp Bro's Inc. 4158 Norris Store Road Ayden, NC 28513
Total Base Bid:	\$121,425.00
Subtotal for Add Alternate #1:	<u>\$12,508.90</u>
Total Base Bid plus Add Alternate #1:	\$133,933.90

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

Respectfully submitted,
Ark Consulting Group, PLLC



Bryan C. Fagundus, P.E.
Principal

Enclosures

PHONE

WEB



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: April 13, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: Approval of Updated Capital Improvement Plan.

Action Requested: Approval of Plan.

Attachment: Capital Improvement Plan.

Prepared By: Travis Welborn, Public Works Director

Date: 4/1/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

The Town's Capital Improvement Plan has been revised and updated by the Public Works Director. This is a requirement in order to receive points towards low interest loans for capital improvement projects such as the proposed water improvements project and sanitary sewer rehab projects. The plan also has to be adopted by Council to be accepted by the reviewing agency. Approving this plan does not require the Town to complete the projects but does help staff and council budget for future improvements and projects.

Budgetary Impact: No impact at this time. Individual projects will be budgeted for in future budgets.

Recommendation: Town staff recommends approval of the CIP.



**TOWN OF WINTERVILLE, NORTH CAROLINA
PUBLIC WORKS (Enterprise Funds) CAPITAL IMPROVEMENT PLAN (CIP)
2020-2030**

April 2020

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Water Service Area Map

Sanitary Sewer Service Area Map



April 13, 2020

Douglas A. Jackson, Mayor
Members of the Town Council
Town of Winterville, North Carolina

Dear Mayor Jackson and Members of the Town Council:

The Town of Winterville Public Works Department is pleased to present you with the following Capital Improvement Plan for fiscal years 2020 through 2030. This CIP identifies major capital expenditures which staff deems as necessary over the next six years within the water, sewer, stormwater, and Powell Bill funds. These projects are identified and prioritized based on Council goals, impacts from non-Town projects such as NCDOT, citizen requests, and staff recommendations. This CIP is proposed in order to allow Council and staff adequate time to plan for these expenditures and explore additional revenue streams such as low interest loans, grants, fund balance appropriations, and/or adjustments to utility rates. This is an update to the Capital Improvement Plan which was adopted in 2016, and was previously updated in 2019.

Each of these departments will require capital funding for many projects within the next six years and beyond. Aging and failing infrastructure, as well as increased demand on existing infrastructure due to new development are both driving factors behind many of the projects across all of the different departments. In addition, other factors such as future NCDOT projects will be a driving factor behind some projects. For instance, the NCDOT Old Tar Widening project has the potential to have a significant impact on the Town due to the necessity of relocating several existing water and sewer mains.

As with all projects in these departments, staff's ultimate goal is to maximize our level of service and reliability to the Town's citizens, while minimizing impacts to utility rates and cost of service. Ultimately, the most important factor which impacts each of these projects is cost and available revenue. The Town is in a great position financially, however projects such as these require abundant revenue streams. The goal of this CIP is to allow the Town to plan ahead and space the projects out such that the financial impact to the citizens is minimal yet the Town is still able to complete the projects in a timely fashion while maintaining the current level of service. While revenue from utility sales is the most important revenue stream, this CIP will also help staff investigate other funding sources such as low interest loans and grants from the State and Federal governments. Other funding options include allocating capital reserve funds or issuing bonds.

The following document will detail each of the projects that staff feels are necessary within the four (4) funds. As with all projections which extend years into the future, this document is subject to change as our current economic environment remains fluid, additional needs arise, and Council recommendations change. The benefit of updating this CIP each year is the ability to keep up with the changes to these factors which drive the projects within the CIP.

INTRODUCTION & SUMMARY INFORMATION

Guide to the Sections of the FY 2020-2030 Capital Improvement Plan

This capital improvement plan (CIP) describes the Town's plan for achieving the goals and objectives outlined in this plan as directed by the Town Council for the next six (6) fiscal years. The purpose of the CIP is to provide adequate time for planning, estimating costs, obtaining funding, and executing each of the objectives outlined in this plan. These objectives are necessitated by the Town's desire to continue meeting the Town's current levels of service and reliability, improving system operations and performance, and enhancing current operations and maintenance programs.

The Town of Winterville identifies CIP capital expenditures as any expenditure over \$5,000 which includes the purchase of goods which will be utilized by the Town for a number of years and adds to the net worth of the Town (Purchasing Manual – Sec. 32); construction, renovation, or alteration of fixed assets (water mains, lift stations, storm drains, etc.); and/or road maintenance or construction projects including sidewalk construction. For this specific CIP, only significant capital outlays (>\$50,000) shall be considered.

The CIP is updated annually in order to address continually fluctuating priorities, revenues, and expenditures within the Town.

Introduction & Summary Information: The introduction section consists of Town staff's CIP message to the Council and citizens, which is an executive summary of the CIP as presented. The message describes the major factors which contribute to the CIP including impacts from non-Town projects such as NCDOT or the railroad; increased demand on infrastructure due to development, and failing infrastructure due to age. It also discusses potential funding sources for CIP projects.

Detailed CIP Project Information: This section includes project specific information on each of the projects included in the CIP. Included is a description of each project, a justification for the project expenditure and completion, proposed expenditures related to the project, and proposed funding sources. Each utility enterprise fund is included separately within this section. This section also includes a long range forecast of future CIP needs.

Detailed CIP Project Information for Previously Approved Projects: This section contains a brief update on recently completed and in-progress CIP projects. This includes projects that span multiple fiscal years as well as projects completed within the last fiscal year.

Goal Statement

The Town of Winterville strives to provide its citizens and customers with a safe, reliable, environmentally friendly, and cost effective water distribution system, wastewater collection system, public transportation infrastructure, and stormwater system. The goal of this capital improvement plan is to identify and prioritize the needs of the Town in order to continue providing our current high level of service while meeting the aforementioned priorities.

Description of CIP Area

According to the NC Department of Environmental Quality – Division of Water Infrastructure 2014 Local Government Unit Parameters the Town of Winterville’s population is 9,424. The poverty rate for the Town of Winterville is 11.8%. The 2014 median household income in the Town of Winterville is \$58,801. The poverty rate for the state of North Carolina is 17.6% and the median household income is \$46,693. The Town of Winterville’s poverty rate is lower than the state’s by approximately 5.8% and the Town’s median household income is higher than the state average.

The Town of Winterville is located within the Coastal Plains region of North Carolina. The Town is located approximately eighty (80) miles east of Raleigh which is the state capital, and approximately seventy-five (75) miles west of the coast. The Town is located in a relatively flat area, with little to no relief from one side of Town to the other. Undeveloped areas within the Town limits consist mostly of agricultural fields and some large wooded tracts. The majority of development within the Town limits consists of single family residential homes.

The Town is located on a slight ridge between Fork Swamp Canal to the east and Swift Creek Canal to the west. All of the Town’s stormwater runoff drains to one of these two drainage features which both eventually drain to the Neuse River. The Town does not have any local surface water sources for drinking water. The Town pumps approximately half of its drinking water from the Black Creek Aquifer and purchases the other half from Greenville Utilities. Greenville Utilities provides surface water drawn from the Tar River. Soil types within the Town consist of mainly well drained, loamy soils such as Goldsboro, Exum, and Norfolk soils types (USDOA SCS – Pitt County Soil Survey, 1974).

Fund Revenue and Expenditure Organizational Structure

Below is a brief summary including fund numbers for each of the four funds. Each of these four funds operate independently of each other.

Powell Bill Fund - Fund 1645451000: The Powell Bill Fund is funded fully by the annual State Street-Aid allocation which is made by the State of North Carolina to all qualifying municipalities. This revenue stream is intended primarily for use in resurfacing streets within the corporate limit. However, these funds are also used for street and storm drainage maintenance and repair, street sweeping operations, and sidewalk construction. The allocation to the Town in 2019 totaled \$251,494.00.

Water Fund - Fund 6172721000: The Water Fund is funded through water sales to Town customers. Revenues in this fund are used to purchase water from Greenville Utilities for resale to Town customers, fund staff to operate and maintain the distribution system, and repair water mains and the Town's wells and elevated tank.

Sewer Fund - Fund 6273732020: The Sewer Fund is funded with revenues from Town customers based on water usage. Revenues in this fund are used to pay CMSD for treatment of all Town generated wastewater, fund staff to operate and maintain the collection system, and purchase materials and equipment to repair sewer mains and lift stations.

Stormwater Fund - Fund 6374742000: The Stormwater Fund is funded with revenues from the stormwater fee. All properties within the Town limits are charged a stormwater fee each month. Revenues in this fund are used to maintain the storm drainage system, including repairing sinkholes, replacing storm drains, and mowing the Town's ditches.

Existing Debt Service & Fund Balance Summary

Below is a summary of the existing debt service for each of the four funds. Existing debt service impacts ability to borrow money for future projects without impacting utility rates. As you can see, the water fund does not have any debt service falling off within the next five years. The debt in the sewer fund for the pump station rehab project will be paid off after the 2024-2025 fiscal year, freeing up approximately \$33,000 in funds each year. Both the Stormwater fund and the Powell Bill fund have no existing debt service. The water fund has a fund balance of \$1,249,180 as of June 30, 2019, the sewer fund has a balance of \$318,986, the Powell Bill fund has a balance of \$245,226 as of June 30, 2019, and the Stormwater fund has a balance of \$350,246.

Debt Service Payment Schedule By Fund for Next 5 Years									
				2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	TOTAL
Sewer Fund									
2009 Pumpstation Rehabilitation Project				\$32,689	\$32,689	\$32,689	\$32,689	\$32,689	\$163,445
Church St. Sewer Extension				\$74,506	\$74,506	\$74,506	\$74,506	\$74,506	\$372,530
New Regional Lift Station & Sewer Rehab.				\$149,218	\$147,310	\$145,403	\$143,496	\$141,589	\$727,016
TOTAL				\$256,413	\$254,505	\$252,598	\$250,691	\$248,784	\$1,262,991
Water Fund									
Worthington Rd. Interconnect Project				\$154,632	\$154,632	\$154,632	\$154,632	\$154,632	\$773,160
Water Tank Rehabilitation				\$31,098	\$30,725	\$30,352	\$29,979	\$29,606	\$151,760
TOTAL				\$185,730	\$185,357	\$184,984	\$184,611	\$184,238	\$924,920
Powell Bill									
No Existing Debt									
Stormwater									
No Existing Debt									

Description of Existing Water and Sewer Facilities

General Status.

The Town's water and sanitary sewer system is in excess of fifty years old. Prior to the 1990's Winterville was small in area with a population of less than 3,000 surrounded by rural/agricultural land. In recent years, the Town of Winterville has experienced major growth both residentially and commercially. Since the 1990's, numerous residential subdivisions have been developed. The population of the Town has grown to approximately 10,000.

As development occurs, new infrastructure is installed by developers and accepted by the Town for operation and maintenance. The Town has constructed two (2) water supply interconnections with Greenville Utilities Commission (GUC) to allow for the purchase of 375,000 gallons per day.

The Town recently completed the Elevated Tank Rehabilitation project and the New Regional Lift Station & Sewer Rehab Project. The Town is currently in the design phase of another sewer rehab project which will replace and line portions of the Town's gravity sewer system that were found to be leaking.

The current water and sewer customer breakdown is as follows:

	Water	Sewer
Residential	3,890	3,679
Commercial	<u>253</u>	<u>175</u>
Total	4,143	3,854

As of 2019, the Town's water distribution system consists of 1-inch to 12-inch lines with of various material. The following is a summary list of the water distribution system lines.

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	6-12	8.00 %
Cast Iron	1-10	1.00 %
Ductile Iron	6-12	0.50 %
Galvanized Iron	1-2	0.50 %
Polyvinyl Chloride	2-12	90.00 %

Winterville's wastewater collection system consists of approximately 242,000 linear feet of gravity line; 1,030 manholes; 30 pump stations; and 63,000 linear feet of force main. The Town's

wastewater treatment is provided by the Contentnea Metropolitan Sewer District WWTP located south of Town.

The Town does not currently own or operate either a water or wastewater treatment plant. The Town has two groundwater wells and purchases 375,000 gallons per day from GUC through two (2) wholesale connections. Winterville is part of the Contentnea Metropolitan Sewer District (CMSD), which includes the towns of Winterville, Ayden, and Grifton. All members send their wastewater to the CMSD WWTP located near Grifton. The plant was recently upgraded to a permitted capacity of 3.5 MGD, a design capacity of 4.0 MGD, and has an average daily discharge of 2.253 MGD. The Town contributed an average daily amount of approximately 0.67 MGD in 2019.

The current water and sewer rates are as follows:

Water:

Inside:

First	3,000 Gallons @ \$22.40
Next	17,000 Gallons @ \$3.31 per 1000 Gallons
All Over	20,000 Gallons @ \$3.31 per 1000 Gallons

Outside

First	3,000 Gallons @ \$44.80
Next	17,000 Gallons @ \$6.62 per 1000 Gallons
All Over	20,000 Gallons @ \$6.62 per 1000 Gallons

Sewer

Inside:

First	3,000 Gallons @ \$30.83
Next	17,000 Gallons @ \$8.57 per 1000 Gallons
All Over	20,000 Gallons @ \$7.01 per 1000 Gallons

Outside

First	3,000 Gallons @ \$57.65
Next	17,000 Gallons @ \$17.14 per 1000 Gallons
All Over	20,000 Gallons @ \$14.02 per 1000 Gallons

Water and sewer rates will be adjusted appropriately in the future to accommodate known operation and maintenance costs as well as long-term financed large capital improvement projects.

Maps illustrating the Town's water and sanitary sewer service area are included at the end of the Plan.

Existing Capacity

The Town does not currently own or operate either a water treatment plant. The Town has two groundwater wells and purchases 375,000 gallons per day from GUC through two (2) wholesale connections. GUC (PWSID – NC0474010) operates a 22.5 MGD surface water treatment plant.

Winterville is part of the Contentnea Metropolitan Sewer District (CMSD), which includes the towns of Winterville, Ayden, and Grifton. All members send their wastewater to the CMSD WWTP located near Grifton. The CMSD WWTP utilizes a direct surface water discharge to Contentnea Creek. The plant was recently upgraded to a permitted capacity of 3.5 MGD, a design capacity of 4.0 MGD, and had an average daily discharge of 1.76 MGD, of which the Town contributed an average daily amount of approximately 0.67 MGD in 2019.

Present Condition

The Town's water distribution and wastewater collection systems are in fairly good operating condition. Some of the water distribution and sewer collection system is in excess of forty (40) years old. The future challenges facing the Town's systems can be attributed to the age of the infrastructure. Both the water system and the sewer system were recently evaluated in an Asset and Inventory Assessment completed by Rivers & Associates. Recommended upgrades derived from the assessment are included in this updated Capital Improvement Plan.

In the next ten (10) years, the Town will be facing significant capital projects related to aging infrastructure, capacity, inflow/infiltration, critical infrastructure at risk of failing, and increased development. Of those, the top three are currently inflow/infiltration, capacity, and critical infrastructure at risk of failing.

According to the Sanitary Sewer Evaluation Survey as completed by Rivers & Associates in 2017, the Town's "unaccounted for" water totaled approximately 21,900 gallons per day. This equates to approximately 3.8% water loss, and is not considered excessive.

The water loss could possibly be attributed to older lines with minor leaks and occasional breaks. There also could be unaccounted for water associated with unmetered irrigation systems. The Town has discovered some of these instances and has rectified accordingly.

The Town has some undersized, 2-inch and 4-inch, water distribution lines located in some of the older parts of Town.

The Town does not currently own or operate either a water treatment plant. The Town has two groundwater wells and purchases 375,000 gallons per day from GUC through two (2) wholesale connections. GUC (PWSID – NC0474010) operates a 22.5 MGD surface water treatment plant. The water supply provided by the Town's wells and Greenville Utilities

receives chloramine disinfection prior to pumping into the distribution system.

Inflow and Infiltration being experienced by the Town's system is resulting from a combination of manhole and collection line deficiencies as well as damaged cleanouts and private service lines.

The Town recently completed Sanitary Sewer Evaluation Survey (SSES) in October 2017. The purpose of the SSES was to identify sources of inflow and infiltration (I/I) in the Town's Wastewater Collection System. The SSES provided an assessment of all 48.6 miles of gravity sewer mains, including night time flow monitoring of approximately 17,000 linear feet of pipe, and smoke testing of the entire sewer collection system. Further investigation of potential issues discovered by smoke testing and flow monitoring included line cleaning and closed-circuit television (CCTV) inspection.

A desktop analysis conducted by comparing historical rainfall and lift station pumping records indicated there is a correlation between rainfall events with three quarters of an inch or greater to increased flows at the lift stations. The Engineer estimated that just over 50% of all wastewater pumped by the Town to CMSD is related to inflow and infiltration.

The Town has recently been awarded a Clean Water State Revolving Fund (CWSRF) loan from the North Carolina Department of Environmental Quality – Division of Water Infrastructure (NCDEQ – DWI) to undertake a collection system line rehabilitation project. The Town was also awarded a second CWSRF loan to undertake a pump station rehabilitation project..

Previously Completed Studies, Assessments, Etc.

The Town recently completed a Sanitary Sewer Collection System Asset Inventory and Assessment (AIA). As part of the AIA, a Sanitary Sewer Evaluation Survey (SSES) was completed in October 2017. The purpose of the SSES was to identify sources of inflow and infiltration (I/I) in the Town's Wastewater Collection System. This study was performed by a consultant engineer using some grant funds along with matching Town funds. As a part of the study, a desktop analysis conducted by comparing system-wide billing and pumping records indicated there is a daily average inflow and infiltration of approximately 285,310 gallons per day, or more than 52% of the total pumped wastewater.

The Town also recently completed a Water Distribution System Asset Inventory and Assessment. As part of the AIA, an updated hydraulic model of the Towns water distribution system was created which will allow the Town to run different scenarios and determine where upgrades are need for better water quality and/or fire flow. The hydraulic analysis is currently being updated. The consultant also completed a Wellhead Protection Plan as part of the AIA.

Specific Limitations

The Town of Winterville's groundwater wells are located within the Central Coastal Plain Capacity Use Area (CCPCUA). The system-interconnects and long-term (20-year) purchase agreement with GUC allows the Town to reduce the reliance on the groundwater wells along with improving overall system pressures and water quality.

In the event of a drought or water shortages, the Town has an adopted Water Shortage Response Plan (WSRP). Five levels of water shortage response are outlined in the WSRP. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures are included in the plan.

Long-Term Potential Alternatives.

In the past twenty years, the Town's population has grown tremendously. If current economic trends continue, the annual growth of the population by 5-7% would be a reasonable expectation.

The Town does not foresee the near future departure of a large water using employer. The Town proactively promotes economic development within its service area. The majority of Winterville's demand is residential. However, as transportation improvements are made in the area, more commercial/industrial development may occur which could include large consumers.

The Town has already, in a sense, regionalized its water and wastewater treatment service. Currently, the Town does not have any interest in consolidating its water distribution or wastewater collection services.

DETAILED CIP PROJECT INFORMATION

Summary of CIP Project Expenditures

Projected CIP Expenditures Summary By Fund

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030	TOTAL
Sewer Fund	\$3,613,373	\$110,000	\$1,863,030	\$310,408	\$250,000	\$1,950,000	\$8,096,811
Water Fund	\$50,000	\$851,700	\$263,324	\$459,195	\$282,076	\$5,098,900	\$7,005,195
Powell Bill	\$135,000	\$255,658	\$250,000	\$0	\$436,275	\$0	\$1,076,933
Stormwater	\$95,000	\$262,500	\$3,251,900	\$100,000	\$350,000	\$0	\$4,059,400
TOTAL	\$3,893,373	\$1,479,858	\$5,628,254	\$869,603	\$1,318,351	\$7,048,900	\$20,238,339

Prioritization of Projects by Fund

A priority ranking system based on the degree of urgency, or priority of function is used by staff to develop project prioritization. In addition to availability of supplemental funding and legislative/regulatory requirements, the following factors are considered when assessing projects for priority:

1. Repairs or construction to ensure safety of persons or property
2. Construction to complete projects previously authorized
3. Major renovations or additions to provide fuller use of existing facilities
4. New facilities to reduce overcrowded conditions or relieve obsolescence
5. New facilities to meet increases in demand
6. New facilities to provide for improvements in programs
7. New facilities for new programs or services

Sewer Collections Fund Overview & Summary of Expenditures

The sanitary sewer fund is tasked with the construction, maintenance, operation, and repair of the Town's sanitary sewer collection system including the gravity sewer mains, manholes, force mains, and sewer lift stations. The sanitary sewer fund is an enterprise fund and relies on revenues from sewer customers. Alternative funding options for sewer capital projects include grants, loans, and/or bonds. Any bonds or loans would be re-paid using revenues from sewer customers.

Sanitary Sewer Fund Projected CIP Expenditures								
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030
2018 SRF Sanitary Sewer Rehab			\$3,529,873					
Eli's Ridge L/S Cost Share			\$83,500					
Backhoe Replacement				\$110,000				
Church St. Lift Station Bar Screen					\$518,000			
Chapman St. Lift Station Replacement					\$959,500			
Chapman St. Lift Station Force Main					\$186,300			
Robinson Heights L/S Electrical Replacement					\$127,000			
Winterville Crossing L/S Electrical Replacement					\$72,230			
Christ Covenant School Gravity Extension						\$310,408		
Church St. Lift Station Force Main							\$250,000	
Reedy Branch Gravity Extension								\$1,500,000
Magnolia Ridge L/S Rehab								\$450,000
TOTAL			\$3,613,373	\$110,000	\$1,863,030	\$310,408	\$250,000	\$1,950,000

2018 SRF Sanitary Sewer Rehabilitation Project

The Town recently completed a Sanitary Sewer Evaluation and Study on all of the Town's sewer collection system. Based upon the results of that study, a project has been initiated to replace approximately 2,600 linear feet of existing gravity sewer main along Main St. and Church St., make approximately 175 point repairs, line approximately 14,200 linear feet of gravity sewer main, replace 266 service laterals, and replace 23 manholes. Since the Town's treatment plant moved to a fully flow based billing system, it became more advantageous to eliminate any and all inflow and infiltration. The rehabilitation of these mains will also prevent future sanitary sewer overflows.

Eli's Ridge Lift Station Cost Share

Bill Clark Homes proposes a 230 lot subdivision between Worthington Rd. and Laurie Ellis Rd. just east of the existing Town limits. In order to construct this subdivision the developer will need to build a new lift station. Staff recommends that the Town participate in a cost share with the developer to build the lift station larger and deeper as well as install an eight inch (8") force main instead of a six inch (6") force main such that the lift station can accommodate flow to the eastern boundary of the Town's sewer service area at County Home Rd. The proposed lift station would enable the Town to serve the remaining undeveloped portions of its' service area between Fork Swamp Canal and County Home Rd. without needing any additional lift stations. The Developer has already bid the project and the Town's cost share will be approximately \$83,500. The Developer hopes to complete the project by the end of calendar year 2020.

Backhoe Replacement

The water and sewer departments currently share a 2005 Volvo backhoe. The backhoe is starting to accumulate a high number of hours and requiring more maintenance on wear items such as hoses and cylinders. Town staff realizes that this machine will need to be replaced in the next few years.

Church Street Lift Station Bar Screen

Town staff has been dealing with issues with rags and grease contaminating the Church Street Lift Station by clogging pumps, damaging seals, wear, rings, ad impellers, and damaging the transducer and pump cords. Each time a pump must be pulled it requires a 3 or 4 main crew and takes a minimum of four hours. Much of that time is spent removing (cutting) rags and other stringy material off of the pump cords and transducer. Additionally, the pumps become clogged with rags which prevents the pumps from pumping and also damages the seals allowing water into the pump. It costs approximately \$10,000 each time one of these pumps has to be sent off to be rebuilt, and a replacement pump costs approximately \$30,000. The Town's consulting Engineer has recommended the installation of mechanical bar screen to prevent this debris from getting into the lift station. The Corona virus pandemic has only exacerbated this issue, with the shortage of toilet paper and amount of sanitizing wipes being used contributing to an increase in the amount of issues.

Chapman Street Lift Station Replacement

The Chapman Street Lift Station was constructed in the 1960s and is the Town's oldest lift station. It also handles more flow than any other lift station in Town. The lift station has reached the end of its life span, as evidenced by the deteriorating condition of the wet well, control panel, and other components. Town staff is constantly working on the control panel due to the corrosive nature of the sewer gases and the age of the components. A new standby generator and automatic transfer switch were installed in 2015 and it is possible that these

could be re-used. The replacement station would also include a rain shield to protect the critical electrical infrastructure, SCADA to allow remote monitoring and control of the station, and a bar screen to prevent rags and other debris from damaging the pumps.

Chapman Street Lift Station Force Main

In conjunction with the Chapman Street Lift Station Replacement Project the Engineer has also recommended replacing the existing dual 6" force mains with a single 10" force main. The force main is proposed to be relocated to the west side of Chapman Street.

Robinson Heights Lift Station Electrical Replacement

The Robinson Heights Lift Station is one of the oldest in Town and also handles a tremendous amount of flow. The station was originally constructed in 1978, and the control panel was replaced in 2002. The control panel for this lift station has experienced many failures over the past several years, and has reached the end of its lifespan. The technology in the panel is also outdated, making it hard to find exact replacement parts. In order to prevent unexpected failures and keep the station running efficiently, the Engineer has recommended that the control panel be replaced due to its current condition. Replacement would also allow for the addition of SCADA to the station which would help staff remotely monitor and control the station.

Winterville Crossing Lift Station Electrical Replacement

In completing the Wastewater Asset and Inventory Assessment the Engineer examined the condition of each of the Town's 27 lift stations. Based on the current condition of the Winterville Crossing Lift Station control panel the Engineer recommended that it be replaced. This would only include the work necessary to replace the control panel; it does not include any pump and/or wet well replacement.

Christ Covenant School Gravity Extension

Christ Covenant School will be extending a gravity sewer main from the Town's new regional lift station to the school to accommodate the future growth at the school. Town staff has determined that it is feasible to have this main installed at such size and depth as necessary to reach the existing Winterville Crossing Lift Station. If a gravity sewer main from the new regional lift station were extended to Winterville Crossing Lift Station the Winterville Crossing Station could be permanently abandoned, reducing operating and maintenance costs eternally. Transferring this flow to the new regional lift station would also bypass the Forbes Avenue Lift Station which is currently over capacity. The School indicated in early 2020 that it will be several years before they are ready to proceed with this project.

Church Street Lift Station Force Main

The Church Street lift station was constructed in approximately 1999. A recently completed project replaced the control panel, added a standby generator, and raised the wet well top

elevation to prevent the wet well from flooding during heavy rains and/or hurricanes. During periods of high-flow the station struggles to keep up with flow. As the southern side of Winterville continues to develop, the flow to this station will continue to increase. The existing 8-inch force main is constructed of SDR 21 PVC, which is not the preferred material for force mains anymore. The Town has had several force main breaks on this force main leading to sanitary sewer overflows and notices of violation from the state. In addition to needing to be replaced with a larger main for capacity, the force main also needs to be replaced due to its age and structural issues. Staff has begun replacing short sections of the existing 8" force main with a new 12" force main, however to increase capacity at the station to accommodate the future growth the entire force main will need to be replaced.

Reedy Branch Gravity Sewer Extension

There is a large tract of land (approx. 140 acres) between Reedy Branch Rd. and Highway 11 south of NC 903 that is within the Town's jurisdiction. This area is not currently served by sanitary sewer. In order to facilitate commercial and/or industrial growth in this area it will need to be served by sanitary sewer. There are several options to serve this area with sanitary sewer, including upgrading the existing Magnolia Ridge lift station or tying into the existing outfall line which is just north of NC 903.

Magnolia Ridge Lift Station Rehabilitation

The Magnolia Ridge Lift Station is approximately seventeen (17) years old. Based on the age, criticality assessment as part of the AIA, and the additional development that has occurred and is proposed in its sewer shed the Towns Engineer has recommended it as a priority for improvements. The rehabilitation will focus on upgrading the current pumps while also upgrading the force main size to accommodate the ongoing development in the area.

Water Fund Overview & Summary of Expenditures

The water fund is responsible the construction, maintenance, operation, and repair of the Towns water distribution system including the wells, booster pump station, elevated tank, valves, hydrants, and water mains. The water fund is an enterprise fund and relies mostly on revenues from water sales. There are low interest loans available for capital improvement projects, however the loans would have to be re-paid using water sales revenues.

Water Fund Projected CIP Expenditures

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030
6" DIP Drop Assembly Main/Mill	\$50,000					
Mill St./Park Rd. Loop		\$373,400				
NC 11 Loop		\$158,400				
Church St. Extension Water Main (Brookstone)		\$319,900				
2" Iron Main Abandonment			\$263,324			
Tyson St. 12" Water Main				\$98,000		
Myrtle Street Water Main Replacement				\$81,195		
NCDOT Old Tar Rd. Widening Project				\$280,000		
Blount St. Asbestos Main Replacement					\$162,310	
Jones Street Water Main Replacement					\$119,766	
Winterville Crossing - Worthington Loop						\$50,000
Laurie Ellis Loop						\$312,600
New Elevated Storage Tank						\$2,840,000
10" & 12" ACP Mains Replacement						\$1,896,300
TOTAL	\$50,000	\$851,700	\$263,324	\$459,195	\$282,076	\$5,098,900

6" Ductile Iron Water Main – Mill Street and Main Street

The existing 6" water main that runs east to west in Main Street currently is installed directly through an existing storm drainage structure at the Mill Street intersection. In addition to obstructing stormwater flow and causing blockages in the storm drain system, the current layout does not meet the minimum design criteria. Town staff proposes that a ductile iron drop down assembly be installed which would drop the water main down below the existing storm drain with sufficient clearance. Staff proposes to complete this (either in house or contract forces) at the same time as the replacement of the existing sanitary sewer through the intersection during the 2018 Sewer Rehab Collection Project.

Mill St./Park Road Loop

This project would involve installing 2,500 linear feet of new 8" water main to connect the existing 6" water mains on Old NC 11 and on Church Street. This line would be bored under Old NC 11 and easement would have to be acquired to run the pipe to Church Street. It will act as a transmission line to allow for Well #2 and the Worthington Booster Pump Station to better feed the Western part of Town. The western parts of the Town's water system (Magnolia Ridge, Summer Winds, Copper Creek) suffer from the oldest water age due to them being on the far extents of the system. Hydraulic modeling predicts that this project would decrease water age by approximately 4 to 7 days.

NC 11 Loop

In addition to the Mill St./Park Rd. Loop, a new water main needs to be installed under Highway 11 at Reedy Branch Rd. to decrease water age and increase water quality on the west side of Highway 11. Staff has to constantly flush in Magnolia Ridge, Summer Winds, and Copper Creek Subdivisions in order to maintain adequate residuals. The NC 11 Loop combined with the Mill St./Park Rd. Loop should help increase water quality (residuals) and decrease the amount of flushing necessary on the west side of Highway 11. Hydraulic modeling predicts that this project would decrease water age by approximately 4 to 7 days.

Church Street Extension Water Main (Brookstone)

The Town of Winterville has adopted the NC Fire Code which stipulates that available fire flow must be a minimum of 1,000 gallons per minute with a residual system pressure of 20 psi for all residential subdivisions. There are several older subdivisions within the Town limits that were constructed prior to the adoption of the Fire Code, and were determined by the Water Asset and Inventory Assessment hydraulic model to have less than the minimum required fire flow. In order to bring these areas into compliance, the Engineer has recommended several projects to increase the size of existing and/or add additional water mains. One of these proposed projects is the replacement of the existing 6" water main on Church Street Extension south of Well No. 2 with a new 8" water main to the entrance of Brookstone Subdivision. This new water main would increase the available fire flow in the Brookstone Subdivision by decreasing the headloss that is caused by the existing 6" water main. This main would also tie into the Mill St./Park Rd. Loop which would help water quality on the west side of Highway 11.

2" Iron Water Main Abandonment

The existing water main on the west side of the railroad tracks in Railroad Street south of Blount Street is one of the last few remaining iron water mains in Town. Another is on the east side of the tracks between Cooper Street and Blount Street. The 2" cast iron main on Mill St. extending north past Tyson Street is also included. The last 2" cast iron line included in this project would be the water main on Jones Street that is paralleled by a 6" water main. These

mains are old and subject to failure at any time due to pitting and corrosion. Several repairs have been made on these small iron lines over the last few years. The Town and its customers in these areas would benefit from the replacement or abandonment of these lines.

Tyson Street 12" Water Main

Staff proposes installing a 12" water main on Tyson Street from Mill Street to Railroad Street. This would extend the existing 12" water main that is fed from the Memorial Dr. interconnect with Greenville Utilities such that the water travels directly to the elevated tank from the interconnect via 10" and 12" water mains. Currently the water must traverse several small 6" water mains from Tyson Street to the east side of the railroad tracks near the elevated tank. This line could then act more like a high capacity transmission main instead of a distribution main. Also, the existing water main in Tyson St. is an old 2" iron main which has started deteriorating and leaking. Several repairs have been made to this line in recent years. The line is also extremely shallow and does not meet the current standards for minimum bury depth.

Myrtle Street Water Main Replacement

The existing 6" water main on Myrtle Street has had several leaks over the last few years. These leaks lead to water loss, low or no pressure for customers, and damage to other infrastructure such as pavement. To prevent future leaks in this area Town staff proposes to replace this section of water main with a new PVC water main.

NCDOT Old Tar Rd. Widening Project

NCDOT is currently in the design phase of a project to widen Old Tar Rd. from Firetower Rd. all the way to Worthington Rd. The Town will not be responsible for relocating any existing water mains located within the proposed pavement section, however as part of the findings of the Water Asset Inventory & Assessment the Engineer recommended that the existing 6" water main be upgraded to a 10" water main along Old Tar Rd. to increase fire protection throughout Town. This project is anticipated to start within the next 3 years (delayed in late 2019). The cost estimate was provided by the Engineer. There is approximately 13,000 feet of existing water main that may need to be relocated. The timing of this project will need to be coordinated with NCDOT.

Blount Street Asbestos Main Replacement

The existing 6" water main on Blount Street between Church Street and Railroad Street is an old asbestos cement water line. This line has had two breaks within the past several years. These breaks lead to an extreme amount of water loss, low or no pressure for customers, and damage to other infrastructure such as pavement. To prevent future main breaks in this area Town staff proposes to replace this section of water main with a new PVC water main.

Jones Street Water Main Replacement

The existing water main on Jones Street is asbestos cement. Asbestos cement pipe is subject to cracks and breaks which lead to leaks and water outages. To prevent future leaks in this area Town staff proposes to replace this section of water main with a new PVC water main.

Winterville Crossing to Worthington Rd. Loop

In order to decrease water age and increase water quality in the subdivisions east of Old Tar Rd a loop is proposed by staff connecting the dead end water main at the back of Winterville Crossing Subdivision to the new 10" water main on the south side of Worthington Road. The Town currently experiences issues with chlorine residuals in the Canterbury and Cleveewood Subdivisions and modeling predicts that this loop may decrease those issues. This loop would also increase available fire flow to these subdivisions.

Laurie Ellis Loop

The Engineer recommended in the findings of the Water Asset and Inventory Assessment to extend the existing 8" water main along the north side of Laurie Ellis Road (east of Old Tar Rd.) from its current termination point in front of the Montessori School down to the proposed new entrance of Eli's Ridge Subdivision. Tying this main into the new water main for Eli's Ridge would not only increase available fire flow in Eli's Ridge, it would also increase available fire flow along Laurie Ellis Rd. and improve water quality both in Eli's Ridge and along Laurie Ellis Rd.

New Elevated Storage Tank

State law requires that a municipalities' minimum finished water storage capacity be equal to one-half day's supply of the average annual daily demand. At this time the Town's average daily usage is approximately 625,000 gallons. As the Town continues to grow it approaches the threshold of needing to install a second elevated storage tank. A second tank would not only allow the Town to stay in compliance with state laws, it would also provide redundant storage capacity for an emergency such as a power outage, large fire, or main break adjacent the existing tank.

10" & 12" Asbestos Water Main Replacement

Based on the hydraulic model from the Water Asset and Inventory Assessment several of the oldest and largest water mains in Town are also the most critical as far as capacity and daily flowrates. In particular, the 12" water main that extends from the Greenville Utilities interconnection at Fire Tower Rd. and Memorial Dr. down Memorial Dr. and then Mill St. to Tyson Street is the most critical. This main carries a large portion of the treated water purchased from Greenville Utilities each day through Town. It is also one of the oldest mains in Town and is constructed of asbestos cement pipe, which is known for failing. The Engineer recommends replacing this water main proactively, rather than reactively. A failure on this pipe could have significant impacts to the Town and its customers. Another part of this project

would be to replace the existing 10" asbestos cement water main that parallels the railroad tracks from the elevated tank to Roberts Company on Laurie Ellis Rd. These mains would be replaced with equal-sized PVC water mains.

Powell Bill Fund Overview & Summary of Expenditures

The Powell Bill fund is responsible for the construction, maintenance, operation, and repair of the Towns streets, sidewalks, and curb and gutter. This includes new street construction, street maintenance and resurfacing, sidewalk construction and repair, street sweeping operations, traffic control signage, and some storm drain maintenance and repair. Storm drainage maintenance and repair is split between the Powell Bill fund and the Stormwater fund. The Powell Bill fund is an enterprise fund and relies solely on revenues from the Towns annual Powell Bill allocations from the State which are generated through revenues from gasoline taxes.

Powell Bill Fund Projected CIP Expenditures								
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030
2020 Street Improvements			\$135,000					
Mill St. Sidewalk				\$255,658				
Railroad St. Storm Drain Replacement					\$250,000			
Ange Street Sidewalk							\$436,275	
TOTAL			\$135,000	\$255,658	\$250,000	\$0	\$436,275	\$0

2020 Street Improvements

This project includes resurfacing Milton Dr. and Roxie Court, as well as repairing a small section of Cedar Ridge Dr. and replacing a short section of storm drainage on Corey Street. This project should be completed by fall of 2020.

Mill Street Sidewalk Construction

Installation of a new sidewalk along Mill Street from Main Street to Boyd Street to allow citizens safe access to the downtown area which includes retail stores and restaurants. Many citizens use this corridor currently and there is no pedestrian access at this time.

Railroad Street Storm Drainage Replacement

The Town recently completed a drainage study for the Nobel Canal Drainage Basin. As a part of this study, the Town’s consulting engineer reviewed the current condition and capacity of the existing storm drainage infrastructure along the railroad tracks on Railroad Street. Due to failing pipes, there are numerous sinkholes and potholes in the vicinity of Town Hall and WH Robinson Elementary School. This is a safety hazard for pedestrians and vehicles alike. Railroad Street is also subject to flooding during heavy rain events so staff is hoping to resolve this issue

as well with this proposed project. The total project cost far exceeds \$250,000, however the majority of the funds would come from the Stormwater Fund.

Ange Street Sidewalk Construction

Pursue the installation of a new sidewalk along Ange Street from Primrose Lane to Division Street to allow citizens safe access to the Town of Winterville Recreation Park. This project would also require extending the curb and gutter further south along Ange Street to Division Street.

Stormwater Fund Overview & Summary of Expenditures

The Stormwater fund is responsible the construction, maintenance, and repair of the Town’s drainage infrastructure. This includes storm drainage pipe, structures, and open ditches. Responsibilities of the stormwater department include fixing sinkholes, mowing Town ditches, and replacing old and damaged storm drains throughout Town. Storm drainage maintenance and repair is split between the Powell Bill fund and the Stormwater fund. The Stormwater fund is an enterprise fund and relies on revenues from the Towns monthly stormwater fee. Alternative revenue sources include grants and low interest loans that are available for projects such as stream bank stabilization, drainage studies, and/or storm drainage infrastructure improvement projects.

Stormwater Fund Projected CIP Expenditures								
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030
Ange - Forbes Storm Drain Replacement			\$95,000					
Craft Winds CMP Replacment				\$262,500				
Railroad St. Storm Drain Replacement					\$3,251,900			
Little Dr. Storm Drain Replacement						\$100,000		
Cedar Ridge CMP Replacement							\$350,000	
TOTAL			\$95,000	\$262,500	\$3,251,900	\$100,000	\$350,000	\$0

Ange – Forbes Storm Drain Replacement

The existing storm drain pipe between Forbes Avenue and Ange Street was installed in the 1970s. The concrete pipe has begun deteriorating and needs to be replaced. There are numerous sinkholes above the pipe, and the line could not be cleaned due to obstructions in the pipe. Staff has almost completed easement acquisition for this project and hopes to move forward with the work next fiscal year.

Craft Winds CMP Replacement

The Town completed a project in 2018 that started replacing the failing corrugated metal pipe in the Craft Winds Subdivision. The remainder of the pipe is also failing and will need to be replaced as well. Approximately 750 LF at a unit cost of \$350 per foot was estimated to need replacement.

Railroad Street Storm Drainage Replacement

The Town recently completed a drainage study for the Nobel Canal Drainage Basin. As a part of this study, the Town’s consulting engineer reviewed the current condition and capacity of the existing storm drainage infrastructure along the railroad tracks on Railroad Street. Due to

failing pipes, there are numerous sinkholes and potholes in the vicinity of Town Hall and WH Robinson Elementary School. This is a safety hazard for pedestrians and vehicles alike. Railroad Street is also subject to flooding during heavy rain events so staff is hoping to resolve this issue as well with this proposed project.

Little Drive Storm Drain Replacement

The existing storm drain pipe under Little Drive has been causing sinkholes in the road for several years now. Staff proposes to remove and replace the pipe with new pipe to prevent further sinkholes.

Cedar Ridge CMP Replacement

A large portion of the storm drainage infrastructure within the Cedar Ridge Subdivision is corrugated metal pipe. The bottom of these pipes have rusted away leading to sink holes and pipe failures. It is unclear at this time the scope and magnitude of the project that will be needed, however it is clear that there will need to be a large portion of this pipe removed and replaced.

Forecast of Future Needs (10-20 Years)

This Capital Improvement Plan is a living document. As the Town continues to experience growth and expansion, its needs continue to change and evolve. This Plan is a forecast of the Town's needs within the next ten years, based on the current situation. The Town's needs may change tremendously over the next several years. As such, staff also looks ahead to the next twenty years in anticipation of any major projects which, again are subject to change during that timeframe. Two of the most critical components of the Towns infrastructure and utilities service are its water supply and wastewater treatment.

The Town used to supply 100% of its water from the wells, however due to the CCPCUA regulations the Town is required to obtain water from alternative sources other than groundwater aquifers. The Town entered into a contract with Greenville Utilities in October 2014 to purchase treated surface water for resale. This contract is for the purchase of a minimum of 375,000 gallons per day for the next twenty years. When this contract expires in 2034 the Town will need to obtain water from another source or negotiate a new agreement with Greenville Utilities. The Town currently expends approximately \$360,000 per year on water purchase for resale. As the Town continues to grow and demand for water increases, this expenditure will continue to increase.

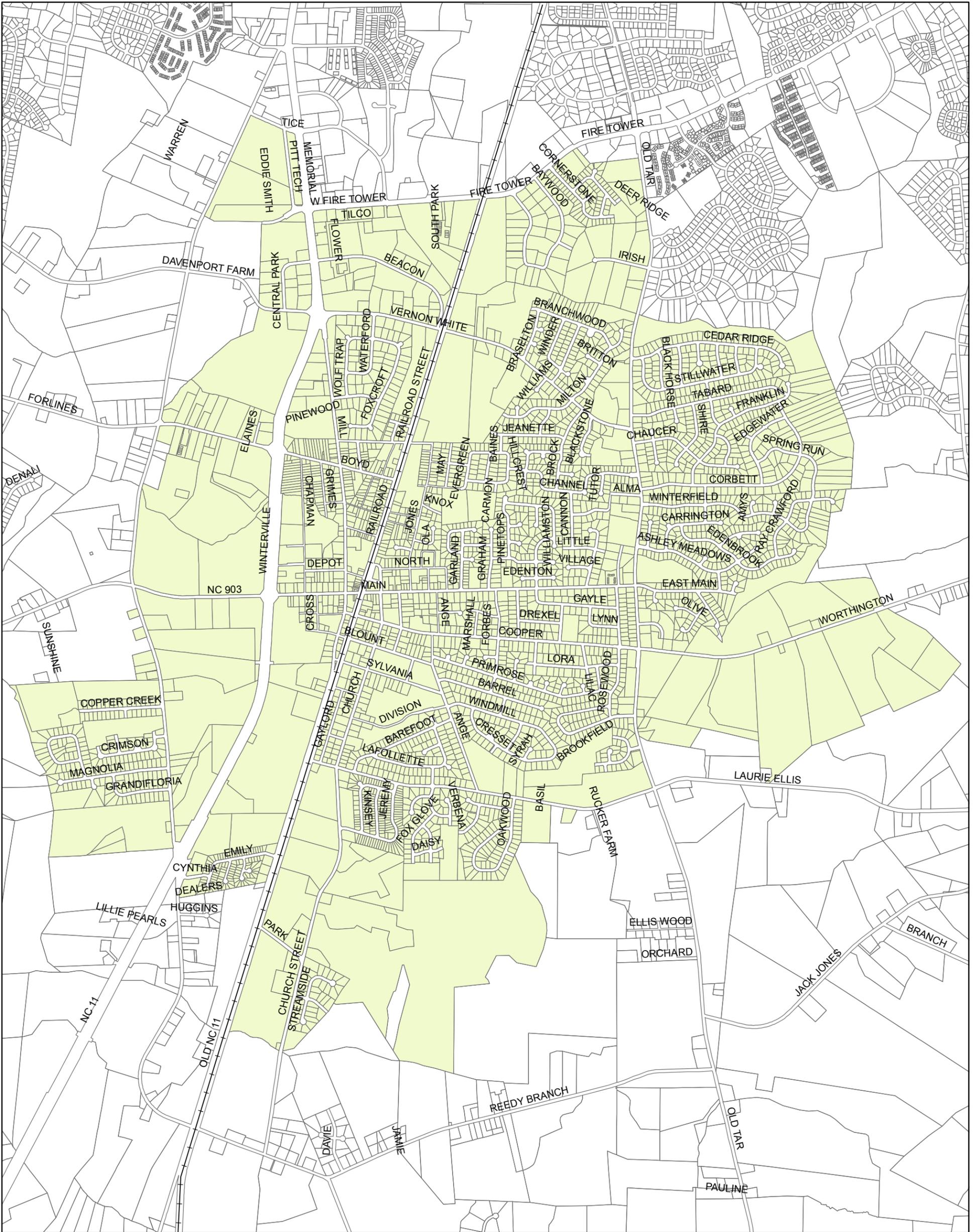
Once the water is sold to the Town's customers it is then returned in the form of wastewater, or sewer. Another dilemma that the Town will face in the next twenty years is the treatment of all of this wastewater. The Town pumps all of its wastewater to the Contentnea Metropolitan Sewerage District treatment plant in Grifton. Although the Town does not "own" the treatment plant, it shares the burden of all operating and capital expenditures with the Towns of Ayden and Grifton. The plant just underwent a major expansion that cost nearly \$20,000,000. As flow continues to increase from the three municipalities, the plant must start planning for further expansion. As the Towns annual charge from CMSD is based on flow, the annual charge will continue to increase as flow increases and the cost to operate the plant increases. The Town currently expends approximately \$1,000,000 annually on sewer treatment costs. This only covers the expense of treating the wastewater, it does not include the expenditures necessary to maintain the Towns collection system. Another item that should be evaluated would be the elimination of inflow and infiltration. This occurs when stormwater or groundwater enters the sewer collection system. Every gallon that enters the system must be treated by the plant, and thus the Town is charged for. If the Town can eliminate I & I as much as possible, it would save money on treatment costs. This could also postpone further plant expansion, saving even more money for the Town.

**DETAILED CIP PROJECT INFORMATION FOR PREVIOUSLY
APPROVED PROJECTS**

Summary of In-Progress CIP Expenditures

The Town currently has a large sewer fund capital project in the design phase. The Town's consulting Engineer recently completed a Wastewater Asset and Inventory Assessment which included a Sanitary Sewer Evaluation and Survey. The findings of this survey were used to apply to the State for grant and loan money to undertake a sewer rehabilitation project to address inflow and infiltration. The NC Department of Environmental Quality awarded a Clean Water State Revolving Fund loan in the amount of \$3,532,200, with a maximum of \$500,000 as grant and the remainder at zero percent interest. Staff hopes to have this project under construction by Spring 2020.

The Town is also completing design on a new bore for the Church Street Lift Station Force Main under Highway 11, and is hoping to begin construction on a new bore for the force main under the railroad tracks and Old NC 11 within the next month.

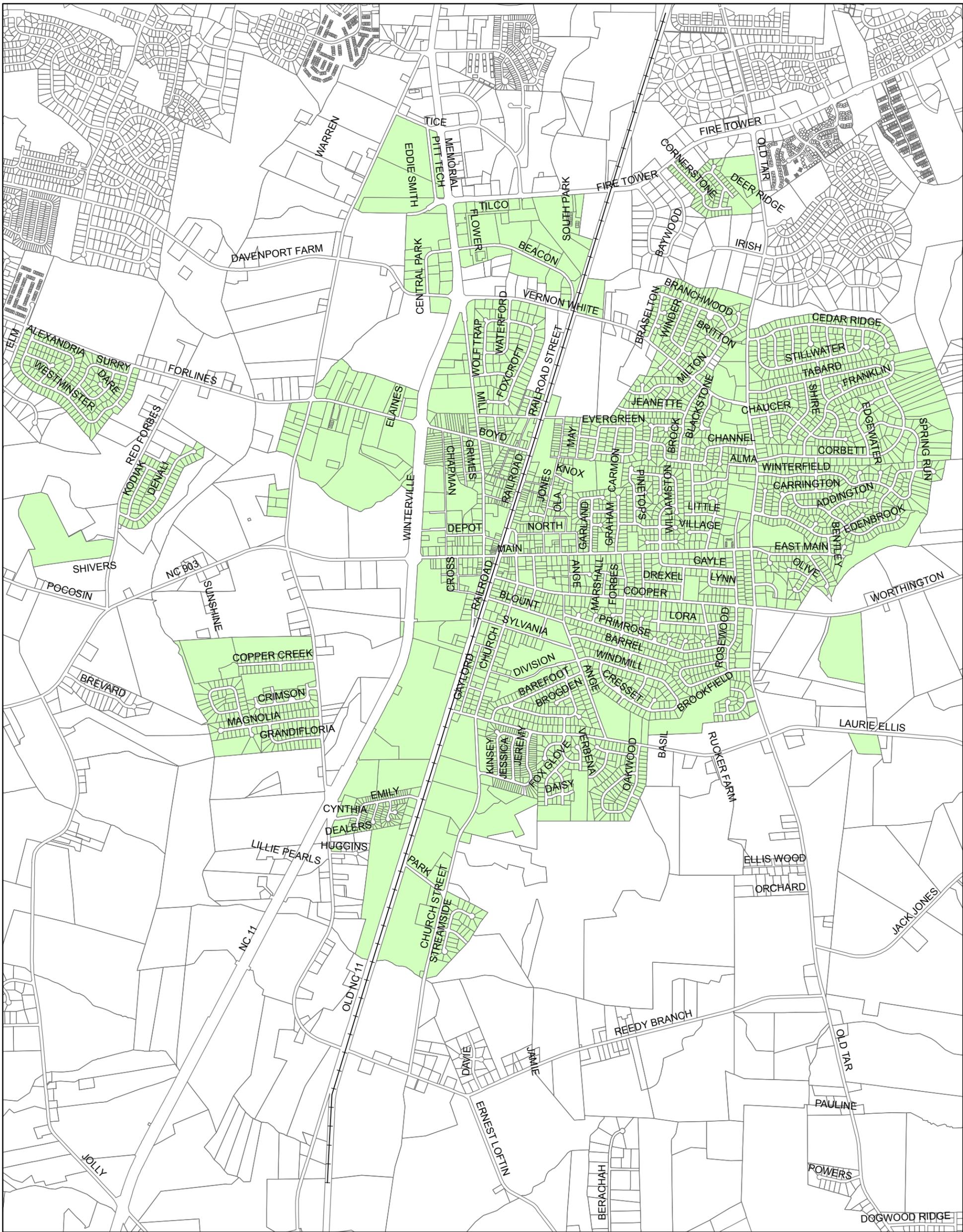


TOWN OF WINTERVILLE

WATER SERVICE AREA

As of September 12, 2016





TOWN OF WINTERVILLE

SEWER SERVICE AREA

As of September 12, 2016





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: April 13, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: SRF Loan Application – Authorizing Resolution – 2020 Water System Improvements.

Action Requested: Adopt Authorizing Resolution.

Attachment: Authorizing Resolution and Cost Estimate.

Prepared By: Travis Welborn, Public Works Director

Date: 4/1/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

The NC Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) will be accepting applications for water and sewer improvement projects for the Spring 2020 round. Town staff proposes to submit a request for funding for the 2020 Water System Improvements Project, which will increase water quality and decrease water age in the southwestern portions of the Town's water system, including South Ridge, Magnolia Ridge, Summer Winds, and Copper Creek Subdivisions. The application will request funding in the amount of \$531,800 for areas targeted in the recently developed and adopted Water System Asset Management Plan/Capital Improvements Plan. The project will include constructing an 8" water main loop under Highway 11 at Reedy Branch Road, as well as an 8" water main loop along Mill Street from Emily Drive to Park Road and along Park Road to Church Street.

Applications are due April 30, 2020 with Notice of Funding anticipated to occur in late summer 2020. If approved for funding, Council will have the opportunity to decide whether or not to accept the loan offer.

Budgetary Impact: Long-term (20-year) repayment of the accepted loan amount if approved for funding.

Recommendation: Adoption of Authorizing Resolution.

RESOLUTION BY WINTERVILLE TOWN COUNCIL

**FEDERAL CLEAN WATER ACT AMENDMENTS OF 1987 AND THE
NORTH CAROLINA WATER INFRASTRUCTURE ACT OF 2005 (NCGS 159G)**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution system improvements, and

WHEREAS, The Town of Winterville has need for and intends to construct a drinking water distribution system improvement project described as installation of water lines to improve water quality by reducing water age in the distribution system, and

WHEREAS, The Town of Winterville intends to request a state loan and/or grant assistance for the project,

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

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

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

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

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

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

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

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

Adopted this the 13th day of April, 2020.

Douglas A. Jackson, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified Town Clerk of the Town of Winterville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 13th day of April, 2020; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF,

I have hereunto set my hand this 13th day of April, 2020.

Donald Harvey, Town Clerk

Town of Winterville - Water System Upgrades
Preliminary Opinion of Probable Cost

NC 11 (Phase 1)

Item				Unit		Cost
<u>No.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>		<u>Price</u>	<u>Cost</u>
1	2	EA	Tie In		\$ 2,500.00	\$ 5,000.00
2	300	LF	8" Directional Bore		\$ 160.00	48,000.00
3	400	LF	8" C900 Water Main		\$ 80.00	32,000.00
4	2	EA	8" Gate Valve		\$ 2,500.00	5,000.00
5	1	LS	Miscellaneous Items (10%)		\$ 8,500.00	8,500.00
			Contingency (10%)			9,900.00
					Subtotal	108,400.00
			Technical Svcs.			\$ 50,000.00
			TOTAL ESTIMATED COST			\$ 158,400.00

Church (Phase 1)

Item				Unit		Cost
<u>No.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>		<u>Price</u>	<u>Cost</u>
1	2	EA	Tie In		\$ 5,000.00	\$ 10,000.00
2	400	LF	8" Directional Bore		\$ 160.00	64,000.00
3	2,100	LF	8" C900 Water Main		\$ 80.00	168,000.00
4	2	EA	8" Gate Valve		\$ 2,500.00	5,000.00
5	1	LS	Miscellaneous Items (10%)		\$ 24,200.00	24,200.00
			Contingency (10%)			27,200.00
					Subtotal	\$ 298,400.00
			Technical Svcs.			\$ 75,000.00
			TOTAL ESTIMATED COST			\$ 373,400.00

GRAND TOTAL FOR 2020 WATER SYSTEM IMPROVEMENTS **\$531,800.00**



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: April 13, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Appointment of Board of Adjustment Member.

Action Requested: Appointment of Board of Adjustment Member from Eligible Applicants.

Attachment: Town of Winterville Applications – Request for Appointment to Boards.

Prepared By: Bryan Jones, Planning Director

Date: 4/1/2020

ABSTRACT ROUTING:

TC: 4/6/2020

TM: 4/8/2020

Final: tlp - 4/8/2020

Supporting Documentation

Helen Rollins resigned from the Board of Adjustment as a regular City Limits Member. Currently, there are three (3) eligible applications on file requesting to be appointed to the Board of Adjustment. The applicants are as follows (listed in order of receipt):

- Garrett Killian; and
- Joseph Pierce; and
- Brandy Daniels.

❖ The appointed Board Member's term will end 06/30/2023.

Budgetary Impact: NA.

Recommendation: Appoint preferred applicant to the Board of Adjustment.

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- Board of Adjustment, Planning and Zoning Board, Recreation and Parks Advisory Board, Tree Board, Mid-East Commission, Stormwater Advisory Committee

Name: Garrett Killian, Home Phone Number: 252-258-2466, Address: 405 Edenton Ct., Business Phone Number: 252-328-9051, Employed By: East Carolina University, Occupation: IT Manager, Name of High School Attended: Lumberton Senior High School, College or University Attended: East Carolina University, How long have you been a resident of Winterville? 12 years, Have you served on a board/commission of the town? () Yes (X) No, If yes, please indicate which one(s):

Current membership in organization and offices held: UNC Staff Assembly – Parliamentarian, ECU Staff Senate - Parliamentarian

Past membership in organizations and offices held: ECU Staff Senate – Chair, UNC Staff Assembly – At Large Delegate

State why you feel you would be an asset to this board/commission. I have an interest in supporting Winterville and keeping it a desirable place to live and raise a family. The small town, community atmosphere is important, and I'd like to contribute to the Town's success by serving on one of these boards. I feel my prior and current leadership representing ECU and UNC System staff would be an asset to a Town board.

Signature: Garrett Killian, Date: 4/30/2019

Please Return To: Town of Winterville Town Clerk's Office P.O. Box 1459 Winterville, NC 28590

This information requested below is optional.

Form with fields for Ethnic Group, Sex, U.S. Citizenship, and Birth Date.

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

2 Board of Adjustment 1 Planning and Zoning Board
Recreation and Parks Advisory Board Stormwater Advisory Committee

*Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Joseph I. Pierce Home Phone Number: (910) 489-7189
Address: 419 CRIMSON DRIVE Business Phone Number: (252) 543-8049
Employed By: Centurion Project Management Occupation: Project Management Consultant
Name of High School Attended: Nashua High School
College or University Attended: United States Military Academy, Univ. of Maryland University College (UMUC)
How long have you been a resident of Winterville? 4 years
Have you served on a board/commission of the town? () Yes (X) No

If yes, please indicate which one(s):

Current membership in organization and offices held: Member: NC Chapter, Project Management Institute (PMI); Project Management Professional (PMP) Certification

Past membership in organizations and offices held: Member: NC Chapter, PMI; PMP Certification

State why you feel you would be an asset to this board/commission. Expertise in planning and leadership.

Signature: Joseph I. Pierce Date: 5/17/2019

Please Return To: Town of Winterville Town Clerk's Office P.O. Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional.

Ethnic Group: X African American Sex: X Male U.S. Citizenship: X Yes Birth Date: March 4, 1972



TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

2 Board of Adjustment
4 Recreation and Parks Advisory Board
1 Planning and Zoning Board
3 Stormwater Advisory Committee

*Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: Brandy Daniels Home Phone Number: 252-413-9249
Address: 2945 FoxGlove Drive; Business Phone Number: N/A
Employed By: ECU Occupation: Administrator - Campus Living
Name of High School Attended: Roanoke High School
College or University Attended: ECU / NC State
How long have you been a resident of Winterville? 3 years
Have you served on a board/commission of the town? () Yes (X) No

If yes, please indicate which one(s):

Current membership in organization and offices held:

None

Past membership in organizations and offices held:

None

State why you feel you would be an asset to this board/commission. I have a vested interest in Winterville and being involved.

Signature: BMD Date: 10/25/19

Please Return To: Town of Winterville Town Clerk's Office P.O. Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional.

Form with fields for Ethnic Group (African American checked), Sex (Female checked), U.S. Citizenship (Yes checked), and Birth Date (9/20/56).

E-mail



RECEIVED 10/25/2019

alexanderdaniels b14@ecu.edu



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: April 13, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: ADA Self-Assessment and Transition Plan.

Action Requested: Approval of Contract.

Attachment: Engineering Proposal – Task Order No. 29.

Prepared By: Travis Welborn, Public Works Director

Date: 4/7/2020

ABSTRACT ROUTING:

TC: 4/7/2020

TM: 4/7/2020

Final: tlp - 4/7/2020

Supporting Documentation

The Americans with Disabilities Act (ADA) of 1990 is a civil rights statute that prohibits discrimination against people who have disabilities. Title II of the Act specifically addresses the subject of making public services and public transportation accessible to those with disabilities. As a necessary step to a program access plan to provide accessibility under the ADA, state and local government, public entities or agencies are required to perform self-evaluations of their current facilities, relative the accessibility requirements of the ADA. The agencies are then required to develop a Program Access Plan, which can be called a Transition Plan, to address any deficiencies. The Plan is intended to achieve the following:

1. Identify physical obstacles that limit the accessibility of facilities to individuals with disabilities
2. Describe the methods to be used to make the facilities accessible
3. Provide a schedule for making the access modifications
4. Identify the public officials responsible for implementation of the Transition Plan

Town staff proposes to contract with the Town's consulting Engineer, The Wooten Company, to perform the self-assessment and create the Town's Transition Plan. Funds for this project were approved in the current fiscal year budget.

Budgetary Impact: Funds for these services will come from the Public Works account and the Public Buildings account. This project was included in the approved budget for the current fiscal year.

Recommendation: Approval of Contract with The Wooten Company.

Task Order No. 29 – Town of Winterville – ADA Transition Plan

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

1. Specific Project Data

A. Title: **ADA Transition Plan**

B. Description: **Engineer will provide services (as noted in Section 2) to develop an ADA Transition Plan which will include the evaluation Town Hall, Library, EMS Building, Operations Center, Hillcrest Park, Rec Park, Water Tower Park, and all Town-owned Sidewalks and Streets excluding Handicap Ramps. Evaluation results and recommendations will be presented in an Engineering Report in accordance with NCDOT 2015 ADA Self-Assessment & Transition Plan with associated capital costs and a prioritization schedule. Engineering Report will include Handicap Ramp information provided by others. This project is funded with local funds.**

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under **1** Construction Contracts.

2. Services of Engineer

Design Services:

Bidding or Negotiating Services

Part-time Construction Admin. And Resident Project Representative Services

3. Owner's Responsibilities

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

4. Times for Rendering Services

Engineer will present the Engineering report within six months from the execution of this agreement.

5. Payments to Engineer

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
ADA Transition Plan	Hourly Rate	\$ 50,000.00
TOTAL ESTIMATE (Ceiling Fee)		\$ 50,000.00

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

6. Consultants: **None.**

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

8. Attachments: **None.**

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

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

The Effective Date of this Task Order is April 6, 2020.

OWNER:

Town of Winterville, NC

By (Signature): _____

Typed Name: _____

Title: _____

ENGINEER:

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

By (Signature): _____ 

Typed Name: **Gary D. Hartong, PE**

Title: **President**

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

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: **Travis Welborn, PE**

Title: **Public Works Director**

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

E-Mail
Address: **Travis.welborn@wintervillenc.com**

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

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

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Typed Name: **Derrick C. Smith, PE**

Title: **Greenville Regional Manager**

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

E-Mail
Address: **dsmith@thewootencompany.com**

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

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



SCHEDULE OF FEES
Hourly Rates for Wage Categories

Wage Category	Hourly Billing Rate
Engineer I	\$ 106
Engineer II	\$ 135
Engineer III	\$ 160
Engineer IV	\$ 212
Architect II	\$ 135
Designer I	\$ 75
Designer II	\$ 90
Designer III	\$ 114
Designer IV	\$ 139
Construction Admin I	\$ 106
Construction Admin II	\$ 160
Construction Admin III	\$ 212
Construction Observer / Resident Project Representative	\$ 97
Utility Coordinator II	\$ 119
Utility Coordinator III	\$ 151
Survey Technician I	\$ 50
Survey Technician II	\$ 65
Survey Technician III	\$ 85
Survey Technician IV	\$ 115
Surveyor II	\$ 109
Surveyor III	\$ 129
Surveyor IV	\$ 164
GIS Analyst II	\$ 80
GIS Analyst III	\$ 111
GIS Analyst IV	\$ 124
Community Development Coordinator	\$ 110
Housing Rehabilitation Specialist	\$ 89
Project Assistant	\$ 77

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

Annual adjustments are made on July 1st of each year. The above hourly rates reflect current rates for the period through June 30, 2020. Hourly billing rates will change next on July 1, 2020 to reflect Direct Payroll Costs (salaries) being paid at that time.

Effective Rates July 1, 2019 through June 30, 2020