



WINTERVILLE TOWN COUNCIL AGENDA
MONDAY, MAY 11, 2020 - 7:00 PM
WINTERVILLE TOWN HALL EXECUTIVE CONFERENCE ROOM
ELECTRONIC VIA ZOOM

- I. CALL TO ORDER.**
- II. INVOCATION.**
- III. PLEDGE OF ALLEGIANCE.**
- IV. WELCOME.**
- V. APPROVAL OF AGENDA.**
- VI. PROCLAMATIONS:**
 1. National EMS Week.
 2. National Public Works Week.
 3. National Police Week.
 4. Robert Blount.
- VII. PRESENTATIONS:**
 1. Worthington Road Corridor Study.
- VIII. 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.*
- IX. 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:
 - April 13, 2020 Regular Meeting Minutes; and
 - April 27, 2020 Budget Progress Meeting Minutes.
 2. Ange Plaza Lot 21 Annexation – Reschedule Public Hearing.
 3. Evergreen Construction Rezoning Request – Reschedule Public Hearing.
 4. FEMA Assistance Resolution Designation of Applicants Agent (COVID-19).

X. OLD BUSINESS:

1. Nobel Canal Grant Application Update.

XI. NEW BUSINESS:

1. Highway 11 Force Main Bore Contract.
2. 2018 Sidewalks Improvements Project Change Order #2.
3. Urgent Repair List.
4. Schedule Town Manager's Performance Review

XII. OTHER AGENDA ITEMS:

1. Discussion on COVID-19 Re-opening (Councilman Smith).
2. Discussion on Restriction of Duplexes within Certain Areas of Town (Councilman Moore).

XIII. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:

XIV. 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)

XV. ANNOUNCEMENTS:

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

XVII. 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: May 11, 2020

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: National EMS Week.

Action Requested: Approval of Proclamation.

Attachment: National EMS Week Proclamation.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2020

ABSTRACT ROUTING:

TC: 5/4/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

Approval of the attached National EMS Week Proclamation.

Budgetary Impact: NA.

Recommendation: Approval of Proclamation.



PROCLAMATION
National Emergency Medical Services Week

WHEREAS, emergency medical services is a vital public service; and,

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and,

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and,

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and,

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and,

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and,

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and,

NOW, THEREFORE, I, Douglas A. Jackson, Mayor of the Town of Winterville hereby in recognition of this event do hereby proclaim the week of May 17-23, 2020 as Emergency Medical Services Week; and,

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 11th day of May, 2020.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Proclamations

Meeting Date: May 11, 2020

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: National Public Works Week.

Action Requested: Approval of Proclamation.

Attachment: National Public Works Week Proclamation.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2020

ABSTRACT ROUTING:

TC: 5/4/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

Approval of the attached National Public Works Week Proclamation.

Budgetary Impact: NA.

Recommendation: Approval of Proclamation.



PROCLAMATION
National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Winterville; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Winterville to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, I, Douglas A. Jackson, Mayor of the Town of Winterville do hereby designate the week of May 17–23, 2020 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life; and

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 11th day of May, 2020.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Proclamations

Meeting Date: May 11, 2020

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: National Police Week.

Action Requested: Approval of Proclamation.

Attachment: National Police Week Proclamation.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2020

ABSTRACT ROUTING:

TC: 5/4/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

Approval of the attached National Police Week Proclamation.

Budgetary Impact: NA.

Recommendation: Approval of Proclamation.



PROCLAMATION
National Police Week

WHEREAS, law enforcement is a vital public service; and,

WHEREAS, the members of law enforcement are ready to provide services 24 hours a day, seven days a week; and,

WHEREAS, in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week. Currently, tens of thousands of law enforcement officers from around the world participate in a number of planned events which honor those that have paid the ultimate sacrifice.

WHEREAS, the Memorial Service began in 1982 as a gathering in Senate Park of approximately 120 survivors and supporters of law enforcement. Decades later, the event, more commonly known as National Police Week, has grown to a series of events which attracts thousands of survivors and law enforcement officers.

WHEREAS, The National Peace Officers Memorial Service, which is sponsored by the Grand Lodge of the Fraternal Order of Police, is one in a series of events which includes the Candlelight Vigil, which is sponsored by the National Law Enforcement Officers Memorial Fund by the Concerns of Police Survivors.

WHEREAS, National Police Week draws in between 25,000 to 40,000 attendees. The attendees come from departments throughout the United States as well as from agencies throughout the world. This provides a unique opportunity to meet others who work in law enforcement.

NOW, THEREFORE, I, Douglas A. Jackson, Mayor of the Town of Winterville hereby in recognition of this event do hereby proclaim the week of May 10-16, 2020 as National Police Week; and,

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 11th day of May, 2020.

Douglas A. Jackson, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Proclamations

Meeting Date: May 11, 2020

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: Robert Blount.

Action Requested: Approval of Proclamation.

Attachment: Proclamation Honoring Robert Blount

Prepared By: Donald Harvey, Town Clerk

Date: 5/8/2020

ABSTRACT ROUTING:

TC: 5/8/2020

TM: 5/8/2020

Final: tlp - 5/8/2020

Supporting Documentation

Approval of Proclamation Honoring Robert Blount.

Budgetary Impact: NA.

Recommendation: Approval of Proclamation.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Presentations

Meeting Date: May 11, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Worthington Road Corridor Study.

Action Requested: Approve Plan.

Attachment: Draft Plan.

Prepared By: Bryan Jones, Planning Director

Date: 4/24/2020

ABSTRACT ROUTING:

TC: 5/4/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

The purpose of this corridor study is to develop a corridor plan for Worthington Road, between Mill Street and Corey Road that establishes long term capacity under a balanced land use plan. The corridor study evaluates current and future planned conditions, identify deficiencies and make recommendations to enhance connectivity and access for all modes of transportation and travel along the corridor, as well as create a vision for the corridor. Land and development patterns as well as strategies for a balanced transportation system have also been considered. Worthington Road will function as a gateway into the Town of Winterville and will connect future development with the downtown area, as well as providing connectivity for bicyclists and pedestrians. Maintaining a quality aesthetic context will also be important along the corridor.

Budgetary Impact: TBD.

Recommendation: Approve Plan.



Worthington Road Gateway Plan

April 2020

Prepared by:
 STV 100 Years

 Worthington
Road
Gateway Plan

Prepared for:
Town of
WINTERVILLE
A slice of the good life!

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PURPOSE OF THE STUDY

The purpose of the study is to develop a gateway and corridor plan which presents a vision for the corridor and includes a multi-modal transportation approach that is complementary to the existing and future land uses while being practical and suitable for implementation by the Town of Winterville. This study examines current plans for the area, land use trends and provides an

inventory of the environmental and transportation aspects of the corridor. It is anticipated that this plan will serve as a guide for future development and community cohesiveness along the corridor. The 2.4-mile study corridor encompasses Cooper Street and Worthington Road from Cooper Street's intersection with Mill Street, east to Worthington Road's intersection with Corey Road, as seen in Figure 1.



Figure 1: Study Corridor

HISTORY OF THE AREA

The Town of Winterville is a municipality located south of Greenville in the central coastal plain region and is part of the Greenville Metropolitan Statistical Area (MSA) with a population of approximately 180,000 (U.S. Census Bureau, 2018). The Town of Winterville experienced rapid growth between 2000 and 2010, growing from approximately 4,000 residents to over 9,000. Since 2010, the Town has experienced continued steady growth, and had an estimated 2018 population of approximately 9,800 people. It is the second-largest municipality in Pitt County after Greenville.

The Town of Winterville was founded in 1880 by cotton farmer, Amos Graves Cox, who built a home and established a mercantile business. Building upon his father's inventions of the first wheat thresher in Pitt County and later mass production of the "Cox Cotton Planter", Mr. Cox built a manufacturing empire in Winterville. In 1894, the Cox Manufacturing company sold wood fuel to the Atlantic Coastline Railroad, established "the Woodtrack" train depot and was able to widely distribute his goods throughout the deep South. In the 1920's the Cox Manufacturing Company sold electricity to Winterville households, and Winterville had the distinction of being the first municipality in Pitt County to have electricity which spurred the growth of industry such as a cotton oil company, cigar factory, automobile dealership and a buggy company.



Image of the letterhead for the A.G. Cox Manufacturing Company showing a Cox plow. (<https://www.ncpedia.org/cox-amos>)

The Worthington Road corridor's transportation history began as a local route into the downtown of Winterville. During the 1930's through 1950's, Cooper Street served as an entrance into the downtown and connection to factories and rail infrastructure. Close to downtown along Cooper Street, mill homes were built to provide housing for local workers. It was not until the 1970's and 1980's that the eastern portion of Cooper Street saw an increase in residential development. Worthington Road, historically, has contained large plots of farmland. During the 1990s, Worthington Road began to see a slight increase in development, particularly at the commercial node at Old Tar Road.

Over the last few years, Winterville has developed into a desirable small town, largely attributed to the quality of the school system, relatively short commute times to employment centers, and proximity to Greenville. The location of Worthington Road positions the corridor for increased economic activity, bicycle and pedestrian use, overall community vitality and to act as a gateway into the Town of Winterville.

STUDY PROCESS



VISIONING AND GOALS

In June 2019, a meeting was held with the Town of Winterville to kick off the analysis and design phase of the project. The objective was to present initial findings and introduce the project team to the public agencies involved. The draft project study area and draft vision statement and project goals were presented for input to the Town of Winterville and the Greenville Urban Area MPO. The Town provided insight on how the project corridor is envisioned as having a parkway feel, with bicycle and pedestrian amenities and connectivity between existing and planned development along the corridor. The information gathered from the kickoff meeting, as well as other various discussions, contributes to a framework of data, observations, and community input used to generate corridor concept designs and ultimately a single cohesive corridor vision.

Vision Statement

To create and implement a safe, vibrant corridor for pedestrians, cyclists, transit users and motorists that improves corridor capacity, safety and multimodal connectivity.

Project Goals

- Establish long term capacity under a balanced land use plan
- Promote ease of access and movement with complete streets design
- Strengthen overall connectivity within and to surrounding areas
- Improve the safety and aesthetic appeal of the corridor
- Create a corridor that allows for development that enhances and protects the livability of the surrounding area

1 | Existing Corridor Conditions

The Town of Winterville is described as having a relaxed, family-oriented lifestyle and is poised for significant growth and development. Its proximity to Greenville and the Town's quality of life make it attractive for both residential and employment development. The Town has already seen substantial growth in its population in the past few years; the population of Winterville increased by almost 50 percent between 2000 (4,972 residents) and 2017 (9,500 residents) with an expected rate of approximately 1,000 new residents per year, causing a demand for housing within the study area and associated upgraded infrastructure. Some of this demand is being met by planned development along Worthington Road, including a 230-lot subdivision near the Fork Swamp.



Looking east along Worthington Road.

Within the study area, water service is available throughout, while sewer service is available; most properties east of Old Tar Road rely on septic tanks. To support anticipated growth within the area, the Town has constructed a regional pump station southeast of the Worthington Road and Old Tar Road intersection.

Currently, there is no fixed-route transit service offered in Winterville. The Pitt Area Transit System (PATS) provides an on-demand transportation service to provide safe, reliable and cost-effective transportation for individuals needing to access medical and other essential resources throughout the county.

1.1 Land Use

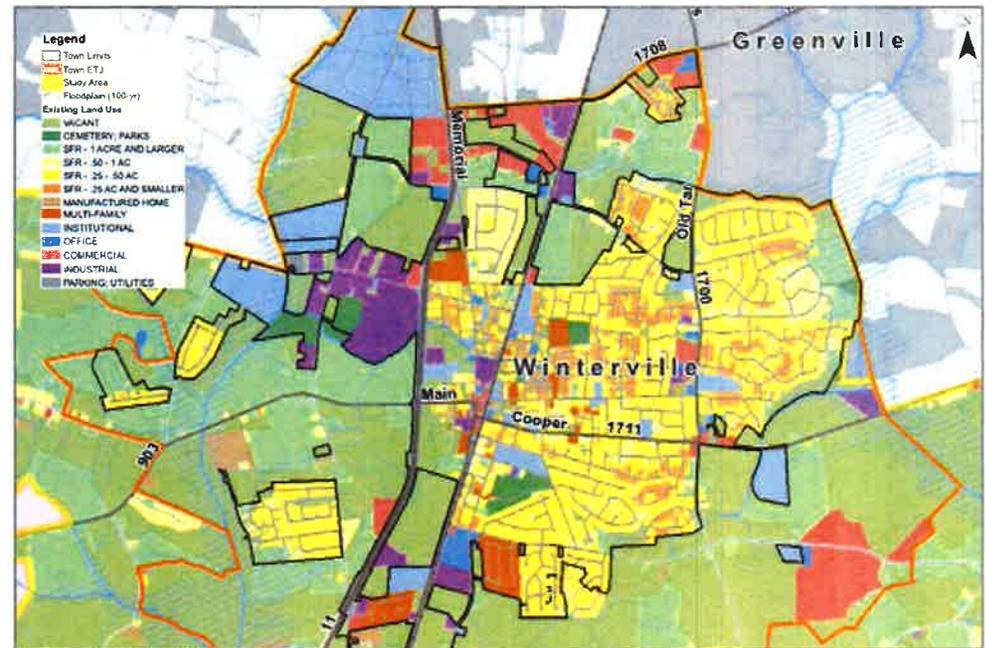


Figure 2: Winterville Existing Land Use (Winterville Comprehensive Land Use Plan, 2019)

Existing land use describes how land is used and is regulated through zoning. According to the Draft 2020 Winterville Comprehensive Land Use Plan, residential and vacant/ undeveloped land uses make up the majority of the project corridor, with small areas of institutional and commercial uses.

For the benefit of defining proper roadway amenities, neighborhood character, land use and accessibility, the study area was divided into two segments.

Segment 1

Segment 1 consists of the area along Cooper Street, from Mill Street to Old Tar Road.

- Primarily comprised of medium-density, single-family residences.
- Commercial nodes include downtown Winterville on the western edge of the corridor and a node at the intersection of Old Tar Road and Worthington Road containing convenient retail uses such as a gas station, a drug store, fast food establishments, a Family Dollar as well as a couple of small offices. The other commercial node is located north of E. Main Street at Old Tar Road and contains a Food Lion, fast food establishments, a car wash, small offices and other convenience retail uses.
- Community resources include Winterville Park, AG Cox Middle School and several religious institutions.
- The land use pattern is mostly developed and established.
- According to the draft 2020 Winterville Comprehensive Land Use Plan, anticipated future land use in Segment 1 indicates mixed-use growth in the downtown area, medium density residential just outside of downtown east on Cooper Street, with continued low density residential as you travel toward Old Tar Road. The Old Tar Road and Worthington Road intersection is proposed to be a neighborhood center, which would include commercial, retail, professional and office uses.

Segment 2

Segment 2 is comprised of the area along Worthington Road, between Old Tar Road and Corey Road.

- Characterized by less development, low-density single-family residences and large areas of undeveloped agricultural and wooded lands.
- Contains the commercial node at Old Tar Road and Worthington Road
- Community resources include H. Boyd Lee Park, owned by the City of Greenville, which is located north of Worthington Road at Corey Road. A segment of the proposed Fork Swamp Greenway runs through Segment 2 and would connect north to a proposed trailhead and parking area at Cedar Ridge Drive.
- The area within Segment 2 consists mainly of the Winterville extraterritorial jurisdiction (ETJ); this area is anticipating residential and commercial growth as people move into the Town to be close to Greenville. Annexation of land within Segment 2 by Greenville is not anticipated.
- According to the draft 2020 Winterville Comprehensive Land Use Plan, anticipated future land use in Segment 2, consists of low- and medium-density residential. South of Worthington Road, west of Fork Swamp, a 230-lot single-family subdivision, named Eli's Ridge, is planned for development; it is anticipated that this type of development will continue within Segment 2 along Worthington Road.



Figure 3: Project Corridor Segments

1.2 Streetscape Amenities and Bicycle and Pedestrian Facilities

Existing streetscape amenities including bus stops, benches, landscaping and signage are inconsistent throughout the corridor and do not reflect the goals and vision of the corridor being a gateway into the community. Currently the corridor does not have a defined character or unique assets that set it apart from other areas of the City. Gateway elements and other features could be introduced to the corridor for this purpose. These features, along with lighting, sightline and other similar improvements to generally increase pedestrian activity along the corridor should be explored.

Along the 2.4-mile project corridor, there are approximately 1,000 feet of sidewalks which exist mainly on the western edge of the project corridor near downtown. Within the study area, sidewalks exist for the full length of E. Main Street, around AG Cox Middle School and the Winterville Park, as well as within a few of the adjacent subdivisions, though there are

several gaps in connectivity between existing sidewalk facilities. Bicycle infrastructure along the Worthington Road corridor is insufficient to meet the demand for safe cycling; dedicated or shared bike lanes do not exist within the project study area, though local plans and data suggest that there is a demand for bike facilities along the project corridor and within the area, as shown in the Connectivity Map in Figure 2. It is clear that the community is prepared for an improvement in bicycle and pedestrian accommodations within the area; however, the numerous driveways and curb cuts along the corridor, especially within Segment 1, create potential for bicycle and automobile conflicts. Ideally, it is recommended that an approach to provide separate bicycle lanes or multi-use paths, to fully protect riders from vehicular traffic be evaluated. Where right-of-way widths do not permit such infrastructure, other means including striped bicycle lanes should be considered.



Looking east along Cooper Street from Downtown Winterville.

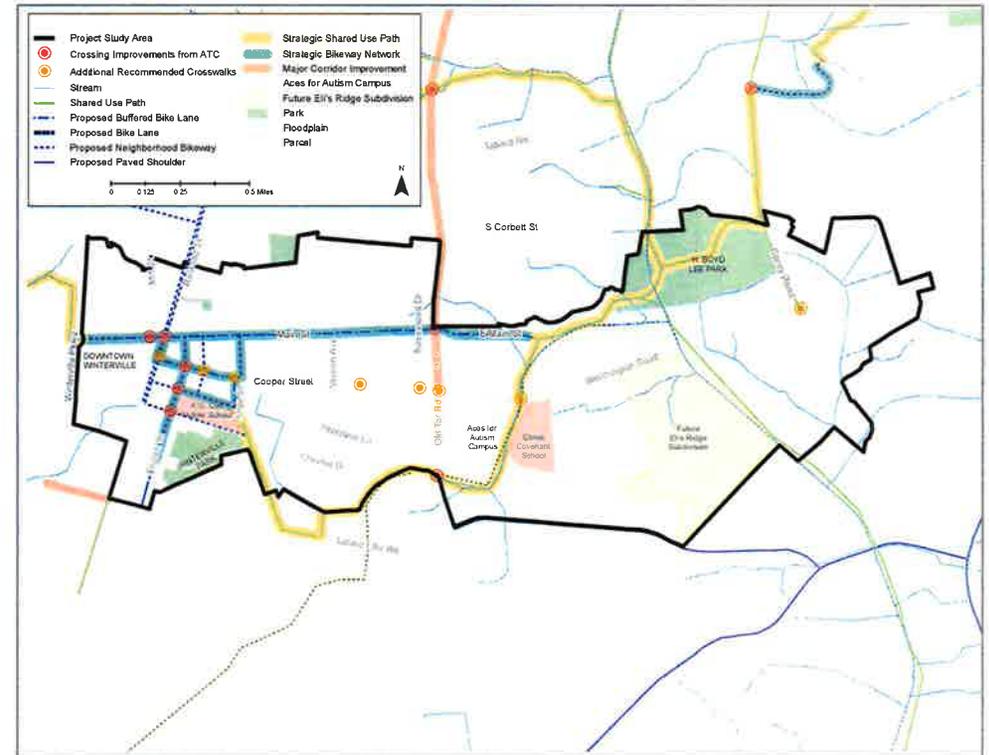


Figure 4: Connectivity Map

The proposed connectivity map highlights specific locations where bicycle and pedestrian facilities can be improved. It also presents locations for pedestrian crossing locations and improvements within the study area.

1.3 Environmental Constraints

Natural and human environmental constraints within the project study area were observed to assess challenges and opportunities for corridor improvements. Figure 5 presents these constraints. From west to east, environmental constraints include the following:

- **Downtown Winterville** makes up the western edge of the project study area and includes several restaurants, civic buildings, a fire station, a library and historic buildings.
- The CSX rail corridor crosses Cooper Street at-grade in downtown Winterville.
- AG Cox Middle School is located south of Cooper Street, off Church Street.
- Winterville Park is located south of Cooper Street, off Ange Street and includes baseball fields, an amphitheater, walking trails, a playground and other park amenities.
- There are two commercial nodes within the study area; one is located at the intersection of Old Tar Road and Worthington Road and contains convenient retail uses such as a gas station, a drug store, fast food establishments, a Family Dollar as well as a couple of small offices. The other commercial node is located north of E. Main Street at Old Tar Road and contains a Food Lion, fast food establishments, a car wash, small offices and other convenience retail uses.
- An unnamed stream crosses Worthington Road, east of Old Tar Road just before Christ Covenant School. Several unnamed streams exist in the project study area. The Fork Swamp Greenway is also proposed at this location and would connect from Old Tar Road north to the Fork Swamp.
- Wetlands exist mainly near the unnamed stream and around the Fork Swamp.
- East of the unnamed stream is Christ Covenant School which is a private school built in 2000.
- Large parcels of undeveloped farmland exist along Worthington between Old Tar Road and Corey Road with forested areas surrounding the stream and Fork Swamp.
- A single-family subdivision development (Eli's Ridge) is planned south of Worthington Road and west of Fork Swamp; this development would contain almost 230 lots.
- There is a small cemetery at the eastern edge of the project corridor at the intersection of Worthington Road and Corey Road.
- H. Boyd Lee Park is located north of Worthington Road, along Corey Road, and contains a recreation center, gymnasium, baseball fields, picnic shelters, a playground and walking trails. The park is managed by the City of Greenville.

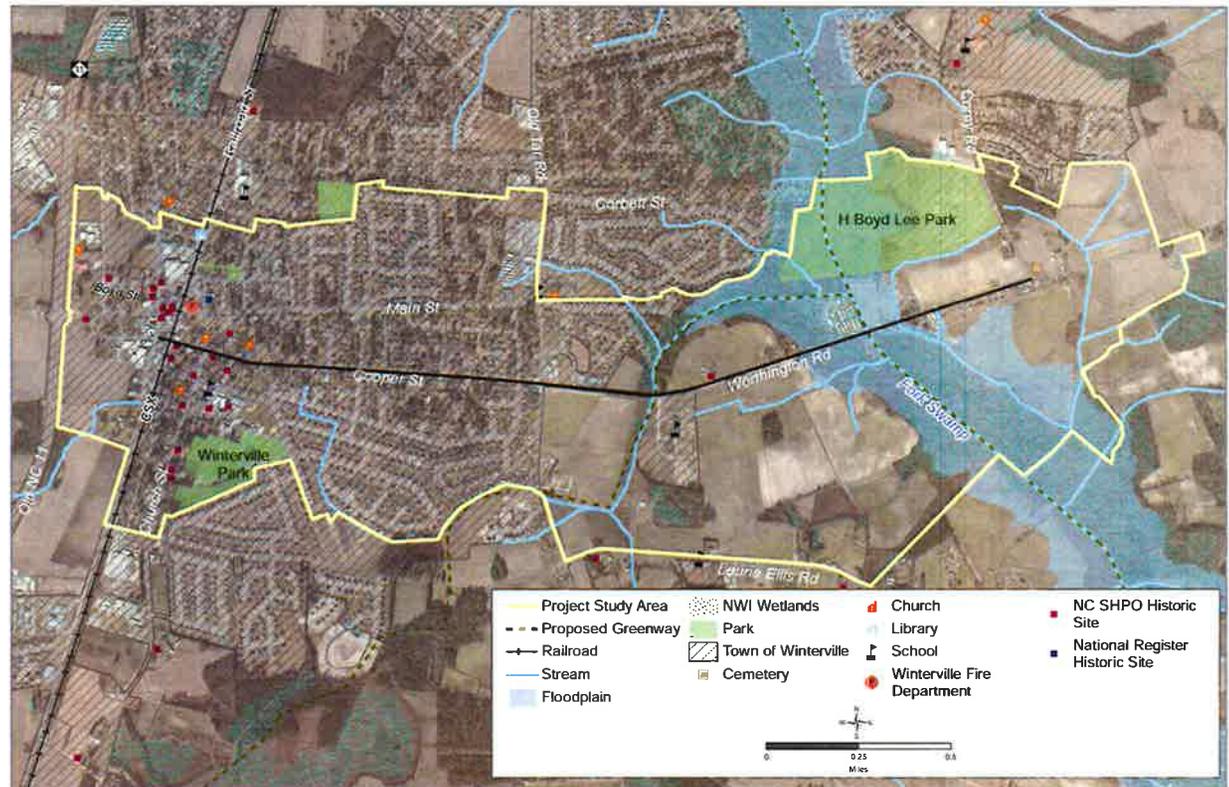


Figure 5: Environmental Constraints

1.4 Summary of Existing Plans

The currently adopted plans for the Town of Winterville are summarized below. These plans have an influence on the built environment throughout the community. Each of these plans have been taken into consideration as potentially impacting the recommendations contained in the Worthington Road Gateway Plan. As the plans below are discussed, common themes will weave throughout and serve as a basis for the corridor design. These plans intend to transform aspects of mobility and accessibility for all modes of transportation.

Town of Winterville Parks and Recreation Master Plan (2016)

Adopted in 2016, the Parks and Recreation Plan was developed to guide planning for the parks and recreation system for Winterville as well as prioritize projects, such as park upgrades, expansion, and land acquisition. The plan serves as a guide for the future development of recreation facilities in the Town and incorporates recommendations to accomplish the objects set forth in the plan.

In the plan, Fork Swamp Greenway is identified as a top five project; this planned greenway crosses the Worthington Road corridor west of Old Tar Road. This plan recommends more greenway, pedestrian and multi-use trails by improving connectivity between park and recreational areas that are most dense in population or attract frequent visitors and emphasizes that connectivity to these types of facilities is crucial.

Town of Winterville Comprehensive Pedestrian Plan (2009)

Adopted in 2009, the purpose of the Comprehensive Pedestrian Plan is to make an accessible, safe, and interconnected pedestrian transportation system for the Town of Winterville. The Plan assessed Winterville's existing pedestrian network and makes recommendations to promote increased connectivity and provide accessibility to the entire community. As Winterville continues to experience growth, construction of pedestrian facilities along the Worthington Road corridor is a critical component in the Town's development.

The Plan indicates that Winterville's existing pedestrian network along the Worthington Corridor is generally fragmented making it hard for pedestrians to navigate the community. Disconnected sidewalks, large building setbacks and heavy vehicular traffic can discourage pedestrian activity. The Plan aims to designate Worthington Road as a pedestrian corridor by providing a connection to the downtown to several community facilities including parks (Winterville Park and H. Boyd Lee Park), schools (AG Cox Middle School and Christ Covenant School), civic buildings, commercial nodes and surrounding neighborhoods.

Town of Winterville Greenway Master Plan (2019)

While participating in the Greenville Urban Area Metropolitan Planning Organization (MPO) creation of the Active Transportation Plan (ATP) in 2017, the Town of Winterville identified the need to further study the "development of a high-quality network of trails to give Town residents alternative ways to travel across the Town and a place to exercise and socialize with family, friends, and neighbors." In response to this, the Town of Winterville initiated the Winterville Greenway

Master Plan. The plan includes proposed separated bikeway and pedestrian facilities planned for the entire length of the Worthington corridor, as well as a proposed neighborhood bikeway and sidewalks for the westernmost portion of Cooper Street to the railroad trail adjacent to Old NC 11. Additionally, the Fork Swamp Canal Greenway is one of the "signature greenways" identified in the Plan.

Active Transportation Plan Greenville Area MPO (2017)

The Bicycle and Pedestrian Master Plan (2011) was updated in 2017 to form the Active Transportation Plan, developed by the City of Greenville and the Greenville Urban Area Metropolitan Planning Organization (GUAMPO). The purpose of this plan and update is to "renew plan priorities, tools and programs for improving the bicycle and pedestrian environments in the Greenville urban area, which

includes the Town of Winterville." The plan seeks to offer residents and visitors many options for walking and bicycling, through well-designed and beautifully maintained greenway trails, and through walkable, bicycle-friendly streets. Another focus of the plan is to emphasize the use of shared trails or greenways. The plan states that increasing bike and pedestrian infrastructure will act as a catalyst for connectivity, economic development, equity, health, safety, and livability. The plan indicates the Worthington Road corridor currently lacks adequate pedestrian and bicycle facilities. The plan cites major corridors that are in need of improvements with the intent to redesign the corridors in the future to include separated bikeways and pedestrian facilities with physical separation from motor vehicle traffic. There are planned separated bikeway and pedestrian facilities along Cooper Street and Worthington Road.



Worthington Town Hall.

2017/2018 Greenville Urban Area Metropolitan Planning Organization (GUAMPO) Transportation Priorities Report

Adopted on August 23, 2017, the 2017/2018 GUAMPO Transportation Priorities recommends candidate transportation improvement projects to be prioritized by North Carolina Department of Transportation (NCDOT). The project list includes roadway, bicycle, pedestrian and greenway projects that impact the Worthington Road corridor. These projects and recommendations include designing and constructing a greenway along Fork Swamp Canal from Worthington Road to Vernon White Road and constructing intersection improvements (as a roundabout) at the intersection of County Home Road and Worthington Road.

In 2014, the NC Department of Commerce announce that Winterville has been designated a NC Certified Retirement community, recognizing its close proximity to Vidant Medical Center, ECU and Pitt Greenville Airport. The Town also allows street-legal golf carts to be driven on public streets with speed limits under 35 mph.

2020-2029 NCDOT State Transportation Improvement Program (STIP)

According to the 2020-2029 STIP, a multi-year capital improvement document which provides the funding and scheduling of construction projects over a 10-year period, there are a few projects programmed in proximity to the Worthington Road corridor; these include:

- U-2817: Old Tar Road multi-lane widening (Worthington Road to Greenville Boulevard)
- W-5702M: Corey Road Roundabout at the intersection of Worthington Road and Corey Road

- EB-5847: Sidewalk construction on west side of Mill Street (from Main Street to Boyd Street)

Greenville Urban Area MPO Comprehensive Transportation Plan (2017)

Developed as a joint effort between the Greenville Urban Area MPO (GUAMPO) and NCDOT, the Comprehensive Transportation Plan (CTP) identifies the future transportation system needs and includes highways, public transportation,

rail, and bicycle facilities needed to serve the anticipated travel demand. It serves as a long-term “wish-list” of recommended transportation improvements intended for an entire MPO planning area. The CTP highlights

future transportation corridors and helps guide decisions on setbacks and transportation improvements as development takes place. The Plan identifies several future roadway projects that are positioned along or adjacent to the Worthington Corridor and within the study area. These projects are summarized below:

- Cooper Street from Mill Street to Old Tar Road improved to a 3-lane facility.
- Worthington Road from Old Tar Road to NC 43 widened to a 4-lane facility with bicycle and pedestrian facilities.
- Mill Street from NC 11 to Laurie Ellis Road widened to a 4-lane roadway with the addition of bicycle and pedestrian facilities.

- Old Tar Road from Main Street to Cooper Street/Worthington Road improved to a 4-lane divided boulevard
- Corey Road from Worthington Road to Fire Tower Road improved to a 3-lane roadway with a center turn lane and the addition of bike and pedestrian facilities.
- Laurie Ellis Road Extension (completed) from NC 11 to Mill Street

Town of Winterville Comprehensive Land Use Plan

The Town of Winterville began its most recent update to the Comprehensive Land Use Plan in fall of 2018. Subsequently, the plan was adopted in October 2019. The Town of Winterville’s Comprehensive Land Use Plan serves as a framework for accommodating growth and development while maintaining the character and livability of the Town. The plan provides guidance on land use, economic development, recreation, and infrastructure development. Land use patterns along Worthington Road are described as available and underutilized. The intersection of Worthington and Old Tar Road is delineated as a neighborhood center which is defined as “context-appropriate commercial, retail, services, professional offices, and occasionally residential located at key locations and crossroads that serve the general neighborhood around them.” Additionally, the Plan indicates a proposed “Old Tar Sidepath” which is a planned multi-use path along Old Tar Road, connecting to H. Boyd Lee Park. The Plan also calls for enhanced signage and targeted landscaping around Old Tar Road to enhance gateways.

Takeaways from Local Plans for the Worthington Road Gateway Plan

- Improve bicycle and pedestrian between H. Boyd Lee Park and Winterville Park, and incorporate a link to the future Fork Swamp Greenway.
- Delineate specific corridors for pedestrian travel
- Construct pedestrian infrastructure and facilities (such as greenways, side paths, bicycle lanes, and sidewalks) throughout the project study area
- Enable planned and purposeful growth that maintains value
- Create a town-wide identity
- Connect the Fork Swamp Greenway and Old Tar Road side path to H. Boyd Lee Park
- Improve roadway and access management along Cooper Street, Worthington Road
- Require new development to include bicycle and pedestrian infrastructure
- Implement transportation improvements that enhance and support surrounding existing and proposed land uses

Zoning Ordinance and Map (2017)

The purpose of the zoning ordinance and related regulations and districts is to promote the public health, safety, morals, and general welfare, promote the orderly growth and development of the Town of Winterville and the surrounding area, lessen congestion in the streets and roads, provide adequate light and air, secure safety from fires, panic, and other dangers, prevent the overcrowding of land, avoid undue congestion of population and facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

The majority of Cooper Street is currently zoned as R-8 (higher density residences) and R-10 (medium density residences). The intersection of Worthington Road and Old Tar Road is zoned for GB, or General Business district, which accommodates businesses that serve the traveling public and are not oriented toward the pedestrian shopper. The majority of Worthington Road is zoned Agricultural-Residential (AR) which promotes a compatible mixture of low-density residential and agricultural uses. One larger parcel, west of Old Tar Road, zoned as R-20, which allows for low-density, single-family residences.

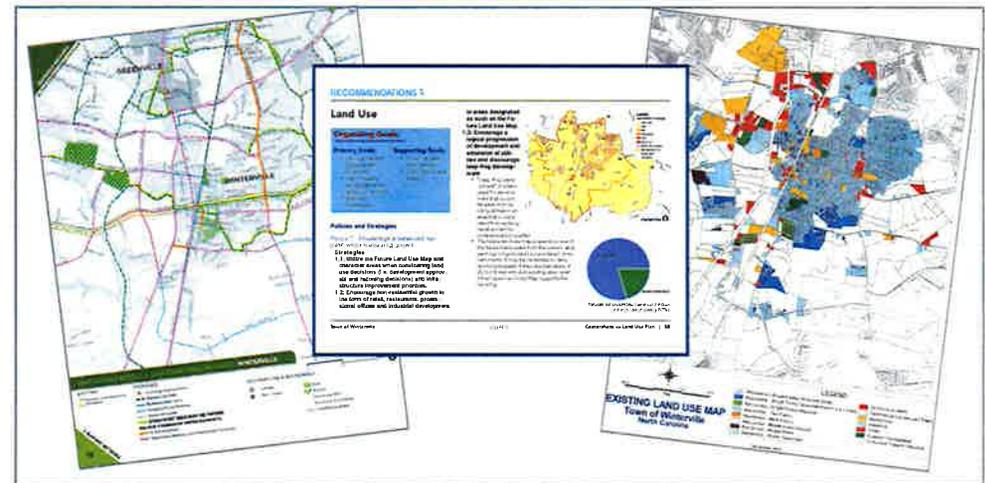
Winterville Economic Development Strategy (2013)

This Plan recommends Winterville develop its own community with separate employment and commercial sectors, spurring retail growth and development, and recapturing industry from nearby Greenville. Furthermore, the Plan recommends that Winterville reinforce family-oriented identity and activity by gradually rezoning to residential in the existing Low and Medium Density areas and providing family friendly events such as parades, festivals, and free

concerts. Maintaining and upgrading utility and transportation infrastructure is recommended to support and incentivize commercial development in targeted areas. It is important to consider long-term market demand before expanding commercial area rezonings, as a surplus of commercial land can lead to lower value commercial areas. The area bounded by Mill Street and Railroad Street, east of the Worthington Road corridor, is identified as an opportunity area to add to and revitalize the Town Center. Reassessing development regulations to ensure guidelines reflect the type of commercial development the Town desires is recommended.

Pitt County Comprehensive Transportation Plan (2005)

The Pitt County Comprehensive Transportation Plan includes recommendations for three planning elements: the highway element, the transportation and rail element, and the bicycle element. The highway element was determined by Historic Annual Average Daily Traffic Trend analysis and application. Additionally, the Plan offers a recommendation for the County to pursue an access management policy. The Plan also presents transportation cross-section recommendations, cost estimates for the recommended improvements, and environmental features found in the recommended improvement area. The CTP is based upon anticipated growth and development of the planning area. Recommendations specific to the Worthington Road corridor are not included within the Pitt County CTP.



Excerpt from Active Transportation Plan Greenville Area MPO (2017), Town of Winterville Comprehensive Land Use Plan, and Comprehensive Land Development Plan ordered left to right.



Proposed Fork Swamp Canal Greenway (Town of Winterville).

2 | Transportation Conditions

The Worthington Road project corridor (is currently a two-lane, two-way undivided facility that runs east/west in Winterville, NC. It is classified as a major collector, gathering traffic from local roads and funneling them to the local roadway network. The major intersections along the Worthington Road corridor are two-lane, two-way undivided facilities with state and local road classifications. There is an at-grade railroad crossing with CSXT on the western end of the project corridor in downtown Winterville. According to the Federal Railroad Administration, approximately 1 train crosses daily at Cooper Street along this rail corridor.

Although topography along Cooper Street and Worthington Road is flat, and the alignment of both roads relatively straight, numerous businesses and residential driveways along both corridors create a unsafe situation for pedestrians, bicyclists and motorists with multiple conflict points in close proximity.

Notable destinations along the Worthington Road corridor include:

- Downtown Winterville
- Commercial node at Old Tar Road and Worthington Road
- H. Boyd Lee Park
- Christ Covenant School.

The Worthington Road corridor serves as a main entry in and out of Winterville and connects the community along the way. While it is one corridor, it serves different functions along the stretch. The 2.4-mile corridor was divided into two segments by major intersections that mark these transitions. Segment 1 includes Cooper Street from Mill Street to Old Tar Road and mainly serves residential uses near town. There are 76 driveways along Cooper

Street within Segment 1; approximately 1 driveway every 70 feet. Segment 2 includes Worthington Road from Old Tar Road to Corey Road and serves mainly rural uses. There are 34 driveways along Worthington Road within Segment 2; approximately 1 driveway every 210 feet.

2.1 Traffic Analysis

Average Annual Daily Traffic for 2016 (AADT) along Cooper Street ranges from 5,000 to 6,000 vehicles per day (vpd). On Worthington Road, the 2016 AADTs range from 7,500 to 9,000 vpd. For the Worthington Gateway Plan, 2040 traffic forecast volumes derived from the U-2817 (Old Tar Road Widening) project were used and estimate 9,100 vpd along Cooper Street and 11,000 vpd along Worthington Road. Based on these projected volumes, a two-lane roadway would support future traffic; typically, 15,000 to 20,000 cars per day is the threshold for needing a four-lane section.

Segment 1: Cooper Street

Mill Street to Old Tar Road
Length: 1 mile

Existing AADT (2016): 5,800
Future year AADT (2040): 9,100
Percent Change from 2016: 56.9% Increase



Segment 2: Worthington Road

From Old Tar Road to Corey Road
Length: 2 miles

Existing AADT (2016): 9,000
Future year AADT (2040): 11,000
Percent Change from 2016: 22.2% Increase



2.2 Intersections and Driveway Operations / Access Management

In looking at existing land uses and access between Mill Street and Old Tar Road in Segment 1, there are numerous driveway access points that could contribute to driver and bicycle and pedestrian conflicts, decreasing user safety. Based on the traffic analysis, the existing four way stop and most of the individual approaches at Old Tar Road and Worthington Road operates at LOS E (poor) or F (failing). At other intersections and driveways along the corridor, there is relatively light congestion; however, left turning vehicles can frequently slow and block through vehicles due to the absence of dedicated left turn lanes. Due to the limited access control and multiple driveways that connect directly to the roadway, there are several locations where this might occur.

Looking at future development in Segment 2, between Old Tar Road and Corey Road, there is a threat for that same style of development and multiple driveway access to continue; however, there is also an opportunity to restrict such an access pattern and guide development in a better, safer way.

2.3 Crash Analysis

A review of the 2018 NC Highway Safety Improvement Program (HSIP) Potentially Hazardous Section Locations within Pitt County included the intersection of Worthington Road and Corey Road. The 2018 HSIP notes that this intersection is the highest-ranking intersection within Pitt County and is ranked at 28th in the entire state. To combat this safety issue, the construction of a single lane roundabout at this intersection is currently in design and is planned for construction in 2020.

In general, the presence of multiple closely spaced driveways, combined with the absence of dedicated turn lanes, could be a contributing factor to rear end crashes along the corridor. Turn lane improvements and consolidation of driveways (and/or the limitation/consolidation of new driveways/intersections) has the potential to reduce this type of crash pattern.

2.4 Transit

The Pitt Area Transit (PATs) is a public transportation system open to all citizens of Pitt County living outside the city limits of Greenville. It provides nearly 400,000 miles of services and consists of a fleet of 20 vehicles. PATs mission is to provide on-demand safe, reliable and cost-effective transportation that enables individuals to access necessary medical care and other essential resources that improve their quality of life. The Town of Winterville is exploring small scale, fixed-route transit options within the Town; one being to extend a bus route from Greenville and the Alice Keene Park, utilizing Country Home Road and potentially Worthington Road into Winterville.



Access and intersections for Segment 1 (pictured above).



Access and intersections for Segment 2 (pictured right).

3 | Key Findings and Opportunities

The intent of the Worthington Road Gateway Plan is to determine improvements that will protect the mobility and access of the corridor for decades to come. Considering known anticipated growth and development as well as transportation improvements within the area, deficiencies, threats and opportunities along the corridor can begin to be identified. The following findings summarize potential deficiencies and opportunities and will influence the roadway recommendations in the following chapter.

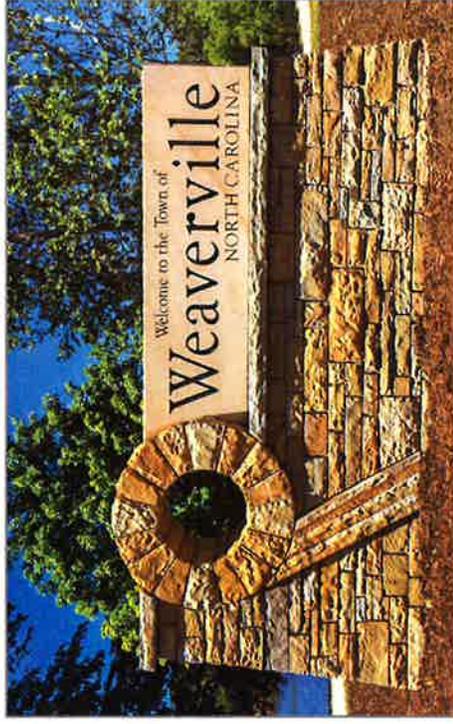
3.1 Community Character

Signage is a powerful way to create a common identity throughout a corridor. Currently, Winterville's entry from Worthington Road does not include signage or intentional landscaping to create a sense of place. There is no real moment or signage where visitors feel a sense of arrival. To establish a gateway on Worthington Road and Cooper Street, there is an opportunity for the Town to implement visual elements such as signage that speaks to the Town, cohesive landscaping, planted medians and creative pavement design that can begin to draw people in. These streetscape and gateway elements are discussed more in the recommendations chapter.

A comprehensive signage plan should be developed and implemented for the corridor. The signage plan should highlight the community character and include recommendations for monuments, directional and educational signage opportunities, neighborhood entrance signage and gateway connections.



Signage for greenway connection in Paducah, KY.



Town signage as travelers enter Weaverville, NC.



Town signage as travelers enter Troutman, NC.

3.2 Bicycle and Pedestrian Facilities

Establishing access for bicyclists and pedestrians to desired destinations and recreational areas in the community facilitates community ownership, improves public health, and supports local identity and quality of life (GUAMPO, 2013). Bike and pedestrian facilities are not only desired by the Town of Winterville and the public but needed as traffic and development continue to increase within the project study area. Bicycle facilities do not exist along the project corridor, though plans and data show a demand for bicycle infrastructure. Sidewalks along the project corridor are sparse and often in poor condition; they are undersized and not continuous throughout most of the corridor. Additionally, the sidewalks lack separation from the traffic along the road. This can contribute to an uncomfortable walking experience and lack of safety. The Worthington Road Gateway Plan should evaluate a means to provide separated bicycle and sidewalk facilities to fully protect users from vehicular traffic.

3.3 Access

The ability of motorists to travel through a given roadway segment is essential for both transportation system efficiency and economic vitality. Access management balances the needs of motorists using a roadway with those of adjacent property owners dependent upon access to the roadway (GUAMPO, 2013). High frequencies and sizes of driveways and parking lot curb-cuts present repeated hazards to pedestrians as the automobile crosses the pedestrians' path of travel. This is a potential issue currently facing Worthington Road.

In looking at existing uses and access between Mill Street and Old Tar Road in Segment 1, there are numerous driveway access points that could contribute to driver and bicycle and pedestrian conflicts, decreasing user safety. Looking at future development in Segment 2, between Old Tar Road and Corey Road, there is a threat for that same style of development and access to continue; however, there is also an opportunity to restrict such an access pattern and guide development in a better, safer way.



Two-lane median divided street in Charlotte, NC.

4 | Concept / Alternative Development

The Worthington Road corridor serves as a main entry or gateway in and out of the Town of Winterville. While it is one corridor, it serves different functions along the way. The 2.4-mile corridor was segmented into two distinct segments; Segment 1 includes Cooper Street from Mill Street to Old Tar Road. Segment 2 includes Worthington Road from Old Tar Road to Corey Road.

This Gateway Plan employs a “Complete Streets” approach to present transportation improvements to better accommodate local multimodal travel and support current and future land uses. The recommended transportation infrastructure improvements are designed to accommodate the changing land use and density

Studies shown that corridors with access control improvements experienced an 18% increase in property values after construction.

Raised medians reduce crash rates by 40% in urban areas.

Raised medians reduced pedestrian-involved crashes by 45% and fatalities by 78%, compared to two way left-turn lanes.

(FHWA Benefits of Access Management Brochure)

as the corridor redevelops. The recommended roadway configurations, with enhanced bicycle and pedestrian facilities, would facilitate a higher quality of active transportation access into Winterville and to destinations within and adjacent to the corridor. Dedicated bicycle

Complete Streets are streets for everyone.

They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work.

(Smart Growth America)

facilities protected from automobile traffic will be significantly safer for cyclists utilizing the corridor. Providing a safe means of transportation for all modes is the goal of the complete streets principles.

When developing the concept designs for Worthington Road and Cooper Street, several design considerations were assumed to create the highest value facility while addressing the connectivity issues and minimizing right-of-way impact. With the lower traffic volumes on Cooper Street, much of the existing right-of-way could be dedicated to multi-modal and aesthetic improvements. Along Worthington Road, multi-modal and aesthetic improvements are also strongly recommended; access control with the use of medians and roundabouts control turning movements and make traffic patterns more predictable.

The following design criteria were used when designing the Worthington Road corridor improvements:

- Design speed: 35 mph
- Lane width: 11 feet
- Curb and gutter: 2 feet
- Buffered bicycle lane: 3-foot buffer and

4-foot bicycle lane

- Sidewalks with planting strip: 4 ½ -foot planting strip and 5-foot sidewalk

Segment 1: Cooper Street – Concept

Segment 1 is the denser section of the corridor and includes a portion of downtown Winterville to the west. Segment 1 is comprised primarily of medium density, single family homes. Traffic volumes (2016) along Cooper Street within Segment 1 are between 5,700 and 6,100 vehicles per day (vpd);

future traffic volumes (2040) are anticipated to be approximately 9,100 vpd. Existing right-of-way along Cooper Street is approximately 60 feet and includes two, 10-foot travel lanes in each direction, contains no shoulder or curb and gutter.

Due to the lower traffic volumes along this segment of the project corridor, and due to the existing residential uses along the corridor, Cooper Street is recommended to remain two lanes but include bicycle and pedestrian improvements.

Figure 6: Segment 1 Cooper Street



Recommendations for Cooper Street / Segment 1 improvements are anticipated to be contained entirely within the existing right-of-way, and include:

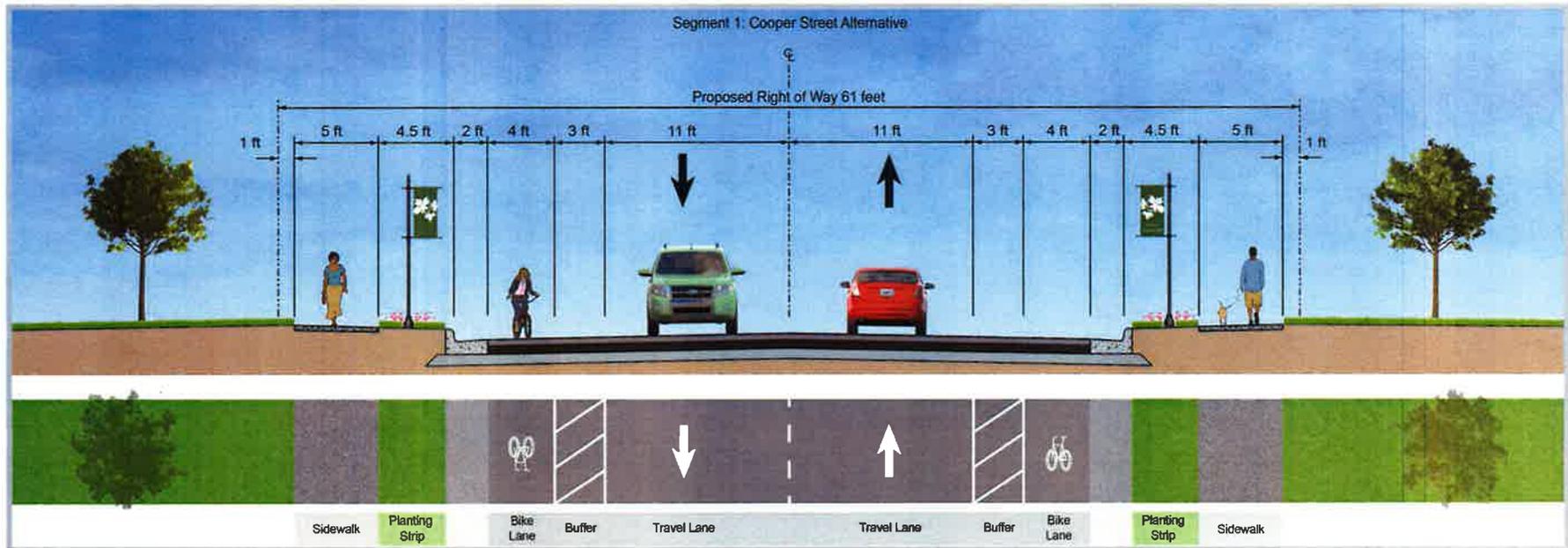
- Install curb and gutter
- Widen roadway to incorporate buffered bicycle lanes in each direction
- Construct sidewalks on both sides of roadway; utilize landscaped median between roadway and sidewalk
- Install canopy street trees where appropriate
- Incorporate Town/wayfinding signage along the corridor, both into and out of
- Install pedestrian crosswalks where appropriate; recommended at:
 - Railroad Street
 - Church Street
 - Academy Street
 - Ange Street
 - Glendale Court
 - Rosewood Drive
 - Old Tar Road.



Two-lane undivided gateway into Cornelius, NC.



Two-lane undivided roadway with bicycle and pedestrian facilities in Charlotte, NC.



Segment 2: Worthington Road

Segment 2 has a more rural feel, with large undeveloped lots and farmland as well as wooded areas near the Fork Swamp. The area includes low density, single-family homes on larger lots as well as some light commercial uses near the Fork Swamp. Traffic volumes (2016) along Worthington Road within Segment 2 are approximately 8,100 vpd; future traffic volumes (2040) are anticipated to be approximately 11,000 vpd. Existing right-of-way along Worthington Road is approximately 60 feet and includes two, 10-foot travel lanes in each direction, contains no shoulder or curb and gutter.

Due to the higher traffic volumes along this segment of the project corridor, and due to the known and anticipated development along the corridor, two widening concepts were created for Segment 1. Concept 1 recommends a two-lane divided roadway with a center planted median, buffered bicycle lanes in each direction, curb and gutter and separated sidewalks utilizing a landscaped buffer between sidewalk and roadway. Concept 2 recommends a four-lane divided roadway with a center planted median, buffered bicycle lanes in each direction, curb and gutter and separated sidewalks utilizing a landscaped buffer between sidewalk and roadway. Roundabouts are proposed along this segment at key locations for both concepts. Roundabouts would assist in managing access along the corridor, improving safety for vehicles, reducing delays and improving traffic flow and contribute to the Town gateway experience. Landscaping and Town signage area also recommended for this segment.

Discussions with the Town and stakeholders also revealed a desire to extend E. Main Street east to Worthington Road and provide E. Main Street as a gateway into downtown Winterville. The conceptual roundabout locations include

a roundabout at the potential tie in of E. Main Street at Worthington Road, which would also align with the entrance to the proposed Eli's Ridge subdivision.

Figure 7: Segment 2 Worthington Road



Segment 2: Worthington Road – Concept 1

Recommendations for Worthington Road / Segment 2 improvements are anticipated to fit within the developer required 120 foot right of way. Recommendations for Segment 2 / concept 1 include:

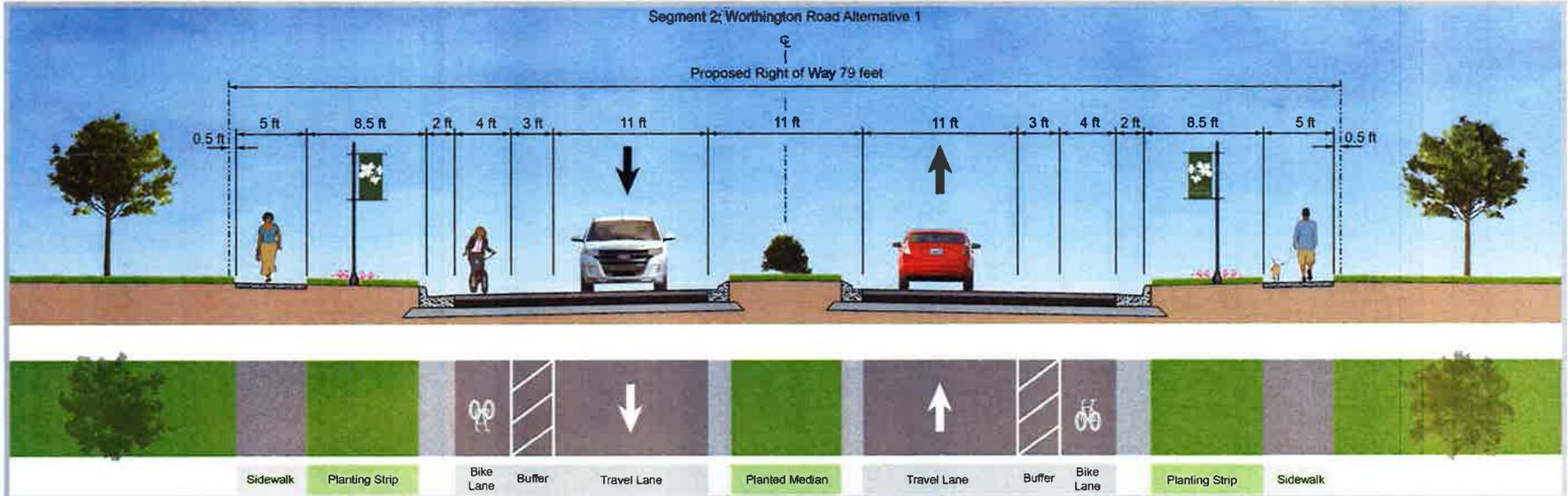
- Install curb and gutter
- Widen roadway to incorporate two, wider travel lanes (11 foot), planted center median, and buffered bicycle lanes in each direction
- Construct sidewalks on both sides of roadway; utilize landscaped median between roadway and sidewalk
- Install canopy street trees where appropriate
- Incorporate Town/wayfinding signage along the corridor, both into and out of
- Construct roundabouts at three locations along roadway; see Figure 3.
- Install pedestrian crosswalks and linkages where appropriate; recommended at:
 - Old Tar Road
 - Future Aces for Autism campus
 - Future Fork Swamp Greenway crossing
 - Christ Covenant School
 - Future Eli's Ridge subdivision entrance
 - Corey Road



Two-lane divided roadway with bicycle and pedestrian facilities in Charlotte, NC.



Roundabout gateway entrance in Rowlett, TX.



Worthington Road – Concept 2

Recommendations for Worthington Road / Segment 2 improvements are anticipated to fit within the developer required 120 foot right of way. Recommendations for Segment 2 / concept 2 include:

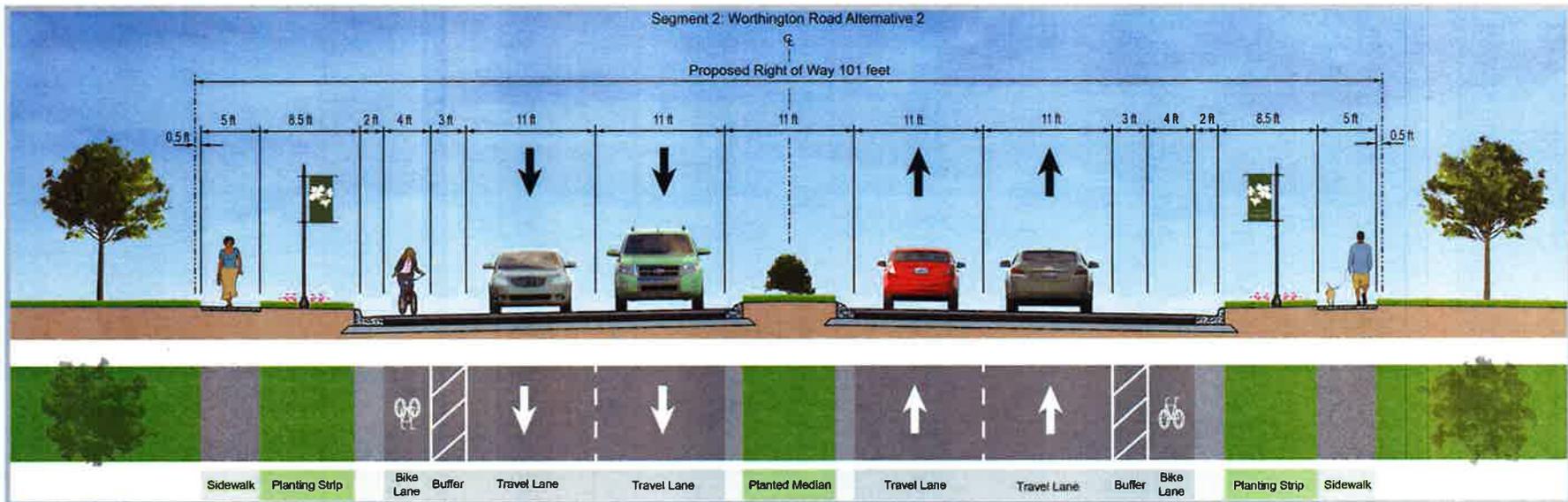
- Install curb and gutter
- Widen roadway to incorporate four (11 foot) travel lanes, planted center median, and buffered bicycle lanes in each direction
- Construct sidewalks on both sides of roadway; utilize landscaped median between roadway and sidewalk
- Install canopy street trees where appropriate
- Incorporate Town/wayfinding signage along the corridor, both into and out of
- Construct roundabouts at three locations along roadway; see Figure 3.
- Install pedestrian crosswalks and linkages where appropriate; recommended at:
 - Old Tar Road
 - Future Aces for Autism campus
 - Future Fork Swamp Greenway crossing
 - Christ Covenant School
 - Future Eli's Ridge subdivision entrance
 - Corey Road.



Four-lane divided roadway in Charlotte, NC.



Roswell, GA community roundabout gateway.



Roundabouts in Segment 2

Roundabouts are proposed for both concept 1 and concept 2 for Segment 2. These roundabouts would assist in managing access along the Worthington Road corridor, improve safety for vehicles, reduce delays and improve traffic flow. Roundabouts also contribute to the Town gateway experience. Roundabout locations are conceptual and were positioned based on planned transportation infrastructure, anticipated development and input from stakeholders. Figure 3 presents conceptual roundabout locations within Segment 2.

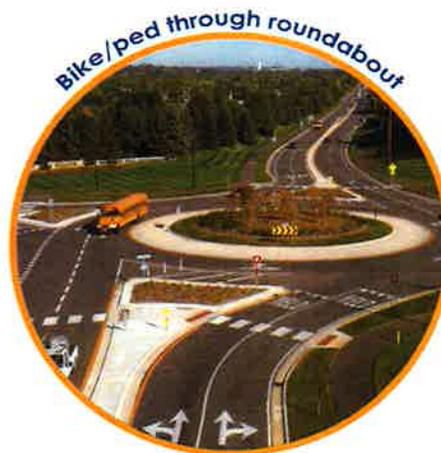
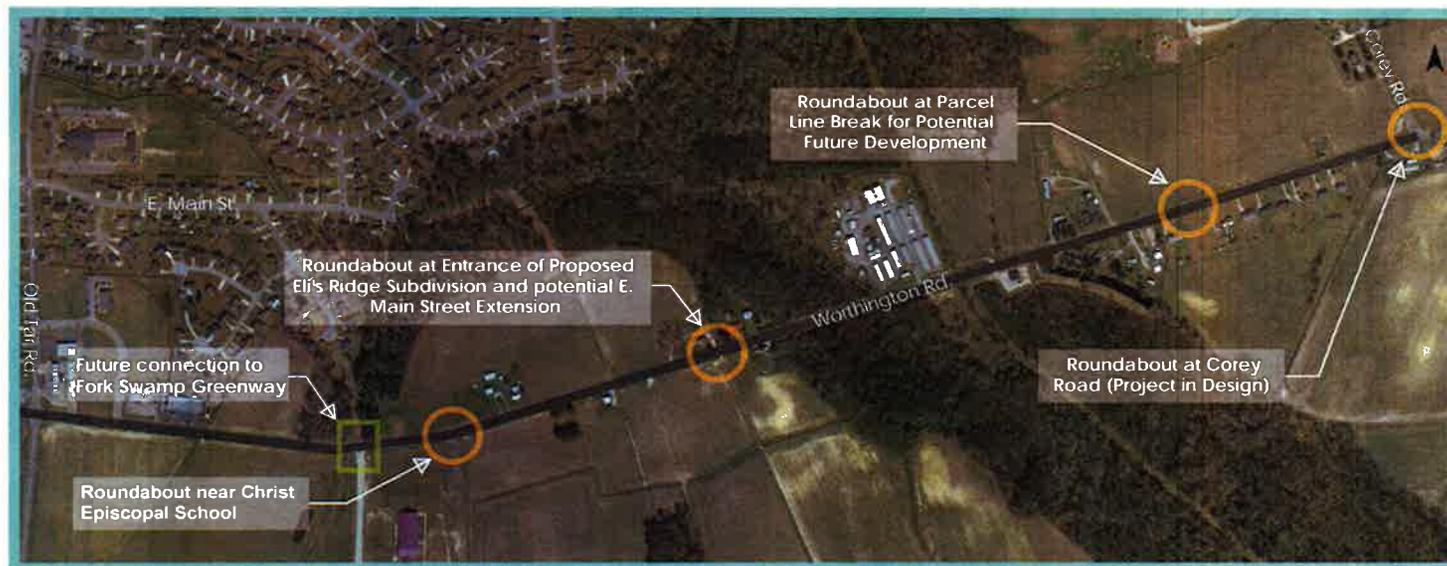


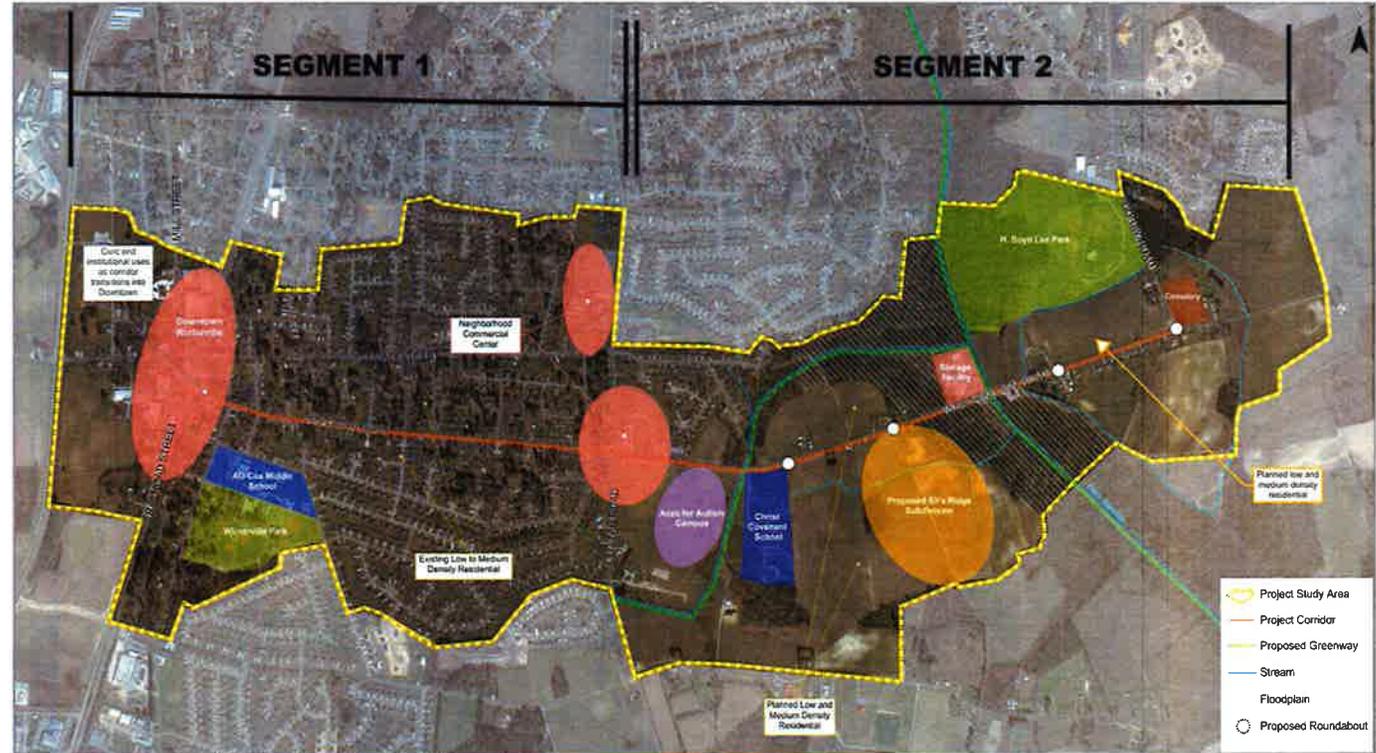
Figure 8: Roundabout Locations

5 | Stakeholder Meeting

Stakeholder engagement plays an important role in any transportation study that may impact the daily lives of community members and business owners. Input from local stakeholders provides invaluable feedback on conditions and issues that may not be identifiable by the planners, engineers and designers of the project team, looking at data alone.

In August 2019, a stakeholder meeting was held at the Town Hall in Winterville, NC to present project information and recommendations to local stakeholders and gather input corridor preferences. Stakeholders who attended included local business owners, developers within the area, property owners along the corridor, local agencies, NCDOT and representatives from the Town of Winterville.

Roadway and streetscape concepts were presented to obtain feedback and preferences for corridor improvements. The stakeholders unanimously preferred concept 1 for Segment 2 along Worthington Road which proposes two, wider travel lanes (11 feet), planted center median, buffered bicycle lanes in each direction, separated sidewalks and roundabouts at key locations. Stakeholders also agreed with the proposed concept for segment 1, Cooper Street which proposes two wider travel lanes (11-feet), buffered bicycle lanes in each direction, separated sidewalks and landscaping.



Key community resources and facilities discussed at stakeholder meeting.

Key Issues and Topics from Stakeholder Meeting

- Development Trends and Growth
- Access Management
- Greenway Connectivity
- Safety
- Traffic Congestion
- Maintenance for Landscaping
- Bicycle and Pedestrian Infrastructure

6 | Recommendations

6.1 Transportation / Accessibility

The Worthington Road corridor currently serves local traffic moving to destinations within the town and surrounding areas. The recommended transportation improvements are designed to accommodate the changing land use and density as the corridor grows and develops. The recommended roadway configurations, with enhanced bicycle and pedestrian facilities, would facilitate a higher quality of active transportation access into Winterville and to destinations within and adjacent to the corridor. Dedicated bicycle facilities protected from automobile traffic will be significantly safer for cyclists utilizing the corridor. Providing a safe means of transportation for all modes is the goal of the complete streets principles.

Looking at future development along the corridor, there is a threat for development to include multiple driveway access points to individual properties; however, there is also an opportunity to restrict such an access pattern and guide development in a better, safer way. Greater uniformity and coordination in access control and site design would result in reduced congestion, improved safety, a more predictable and user-friendly environment for driving and bicycle and pedestrian travel, and a more organized and stable environment for economic development.

6.2 Streetscape

Concepts for each segment were created to illustrate recommended improvements for the street section including buffered bicycle lanes, separated sidewalks with a planted medians and wayfinding signage. Elements such as signage and landscaping, where appropriate, greatly improve the feeling of safety and community.

Improvements to Old Tar Road are proposed as STIP U-2817. These include widening Old Tar Road and improving intersection operations at Old Tar Road and Worthington Road / Cooper Street. As part of this study, it is recommended that bike lanes and sidewalks be carried through the Old Tar Road and Worthington Road / Cooper Street intersection to maintain connectivity.



Bicycle lane and appropriate signage form Eugene, OR.

The future Fork Swamp Greenway. An important element of the Worthington Road corridor vision is to improve bicycle and pedestrian connectivity. Buffered bicycle and separated pedestrian infrastructure are recommended along the project corridor. The buffered bicycle facility would encourage active transportation options and create a safer cyclist experience.

The current number of conflict points present along the Cooper Street portion of the corridor is a safety concern. The driveways crossing the proposed infrastructure could result in accidents between vehicular traffic and cyclists and pedestrians. Proper signage indicating bicycle and pedestrian facilities along the roadway would

aid in the motorists', cyclists and pedestrian understanding of potential conflict points along the roadway and also direct users of proper dedicated travel ways.

6.3 Bicycle / Pedestrian

Because the Worthington Road corridor has evolved to primarily serve vehicular traffic, linkages that provide easy movement for pedestrians and bicycles have significant gaps that must be closed to realize the vision of a well-connected corridor and have the ability of linking people with destinations and recreational opportunities. Overall strategies to address these gaps include installation of continuous bike lanes and sidewalks along the full length of the corridor and creating a connection from the bike and pedestrian facilities along the roadway to

6.4 Land Use and Development Recommendations

Land use management strategies combined with access control can have a significant positive effect on corridor access control and safety; it can also contribute to the gateway experience of traveling into Winterville. The way land development projects are conceived and executed have a strong influence on how frequent and in what manner the right-of-way is to be accessed. Ultimately, land use management strategies combined with access management will not only improve safety on the corridor but will eventually improve the long-term investment environment and economic growth and stability of the Worthington Road corridor.

While specific principles are identified for each of the segments below, there are also several general principles that may be applied to both segments to achieve coordinated and effective access management along the corridor. Many of the recommendations also come from the 2020 Land Use Plan Update for the Town of Winterville. These principles include:

- Locate any new driveways away from intersections so that the functional area of the intersection is preserved.
- Clearly delineate driveway entry points.
- Promote “visual continuity” along the corridor especially with respect to access, setbacks and right-of-way treatments, while allowing commercial nodes and residential neighborhoods to develop or maintain a unique identity.
- Major or significantly sized future subdivisions located along Worthington Road should provide access off one of the proposed sideroads off the roundabouts so as not to rely solely on Worthington Road for access.

- Provide for pedestrian and bicycle mobility and safety, both along and across the Worthington Road corridor, in particular in areas of commercial and institutional activity.
- Provide for future greenway connection at proposed Fork Swamp Greenway, east of Old Tar Road.
- Protect public uses and their access points, and emphasize their locations through appropriate right-of-way treatments, including turn lane channelization, signage and pedestrian facilities where appropriate.
- Establish and clearly delineate pedestrian crossing locations at commercial and other activity nodes.
- Incorporate natural, sustainable stormwater management practices where feasible.
- Encourage walkable and/or mixed-use development
- Enhance gateways through targeted landscaping, signage and intersection improvements
- Maintain and improve neighborhood and community character by identifying, measuring and codifying the character of Winterville.

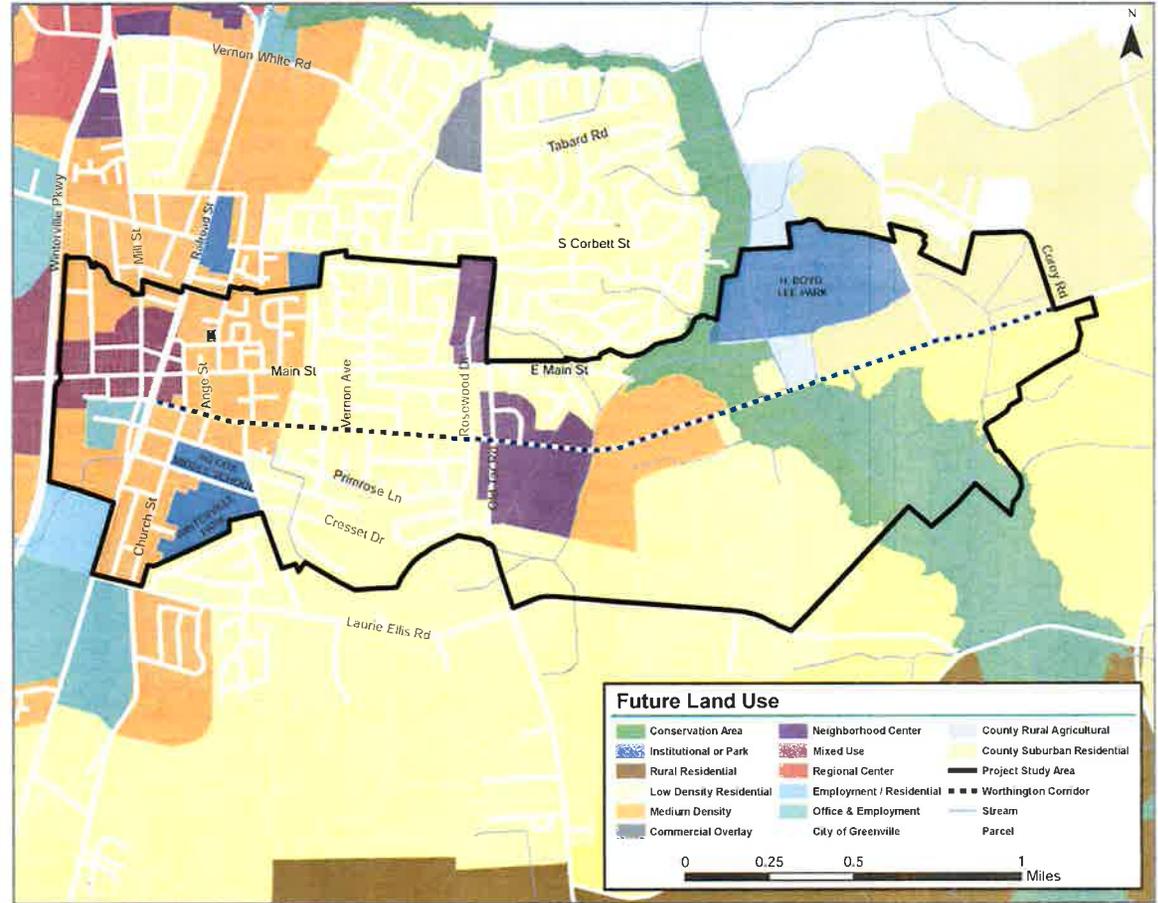
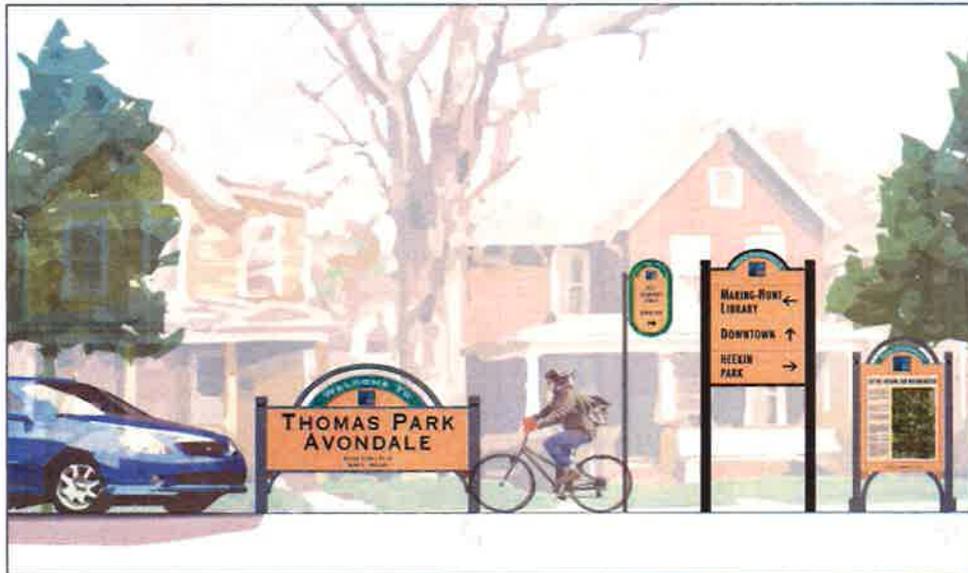


Figure 9: Future Land Use

Land Use and Development Recommendations for Corridor Segment 1: Cooper Street

This portion of the corridor is expected to remain primarily residential in character with non-residential activity at limited nodes, and any alterations to the corridor should support a balance of uses:

- Cluster commercial uses at select nodes (Cooper Street/Mill Street and Cooper Street/Old Tar Road) and promote development with service-oriented, retail and neighborhood commercial uses.
- Establish and clearly delineate pedestrian crossing locations at commercial and other activity nodes and provide sidewalks within nodes.
- Clearly identify and use appropriate signage to notify drivers and pedestrians of the bicycle lanes.
- Highlight bicycle lanes where they cross major intersections by painting the bicycle lane crossing a bright color.
- Implement gateway and community signage and wayfinding along the corridor to notify travelers of their entrance into the town.



Example of community signage and wayfinding for Avondale, CO.



Bright green bicycle lane through intersection in Birmingham, AL.

Land Use and Development Recommendations for Corridor Segment 2: Worthington Road

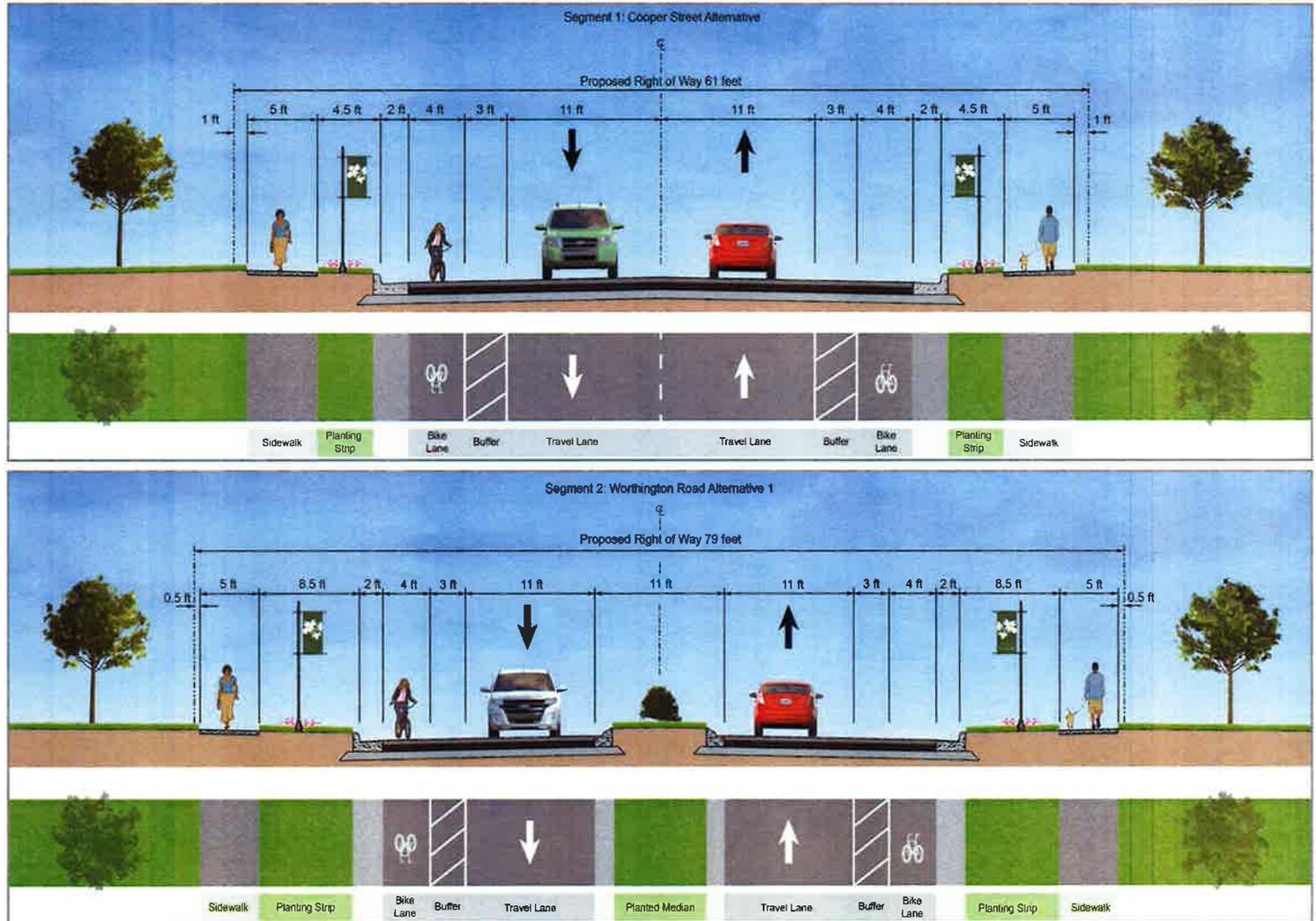
This portion of the corridor is expected to see significant growth in residential uses as well as retail and institutional uses. It is recommended that any alterations to the corridor should support a balance of uses:

- Cluster commercial uses at select nodes (Worthington Road/Old Tar Road) and promote development with service-oriented, retail and neighborhood commercial uses.
- Establish and clearly delineate pedestrian crossing locations at commercial and other activity nodes and provide sidewalks within nodes.
- Clearly identify and use appropriate signage to notify drivers and pedestrians of the bicycle lanes.
- Highlight bicycle lanes where they cross major intersections by painting the bicycle lane crossing a bright color.
- Implement gateway and community signage and wayfinding along the corridor to notify travelers of their entrance into the town.
- Locate any new driveways or subdivision entry points off roundabout side roads as opposed to off Worthington Road so that the functional area of the corridor is preserved.

6.5 Preferred Concept

Initially, various potential conceptual improvements were proposed for the study corridor. These were created based on the character of the street segment, anticipated growth and development and input from local officials. The conceptual typical sections were refined to fit within the existing right-of-way for Segment 1 (Cooper Street) and fit within the developer required 120-foot right of way for Segment 2 (Worthington Road). The alternatives were assessed on the following criteria:

- Traffic capacity: would the alternative meet the future traffic demand?
- Accommodating bicycle and pedestrian facilities: would the alternative provide safe and efficient bicycle and pedestrian mobility?
- Fitting with the vision for the character of the corridor and complete street approach: would the alternative create the opportunity for a vibrant place with active transportation options? Would it facilitate future planned development along the corridor?

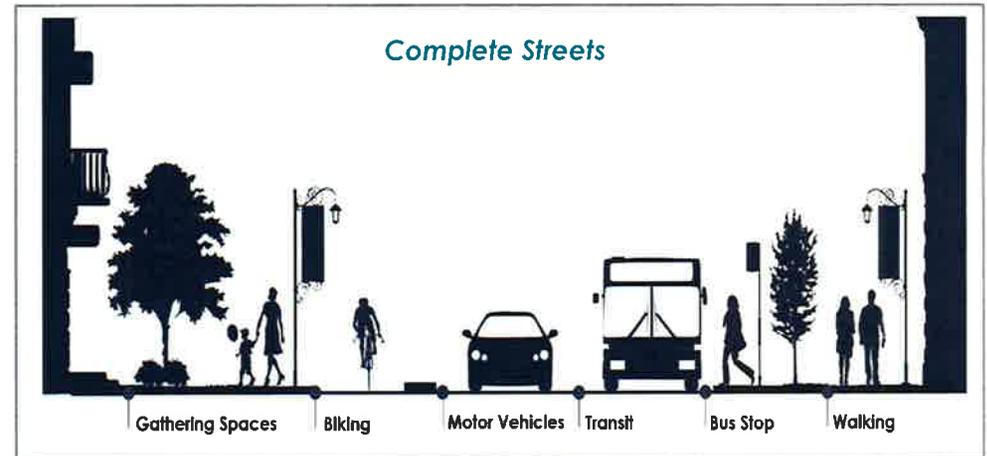


How Concepts Meet the Study Goals/Objectives

- Establish long term capacity under a balanced land use plan**
Coordination with the Town of Winterville Comprehensive Land Use Plan update team provided consistency for the project corridor recommendations. The preferred concepts support future land uses within the area and would support anticipated vehicular, bicycle and pedestrian traffic.
- Promote ease of access and movement with complete streets design**
The proposed concepts recommend buffered bicycle lanes, separated sidewalks with landscaping and concentrated access points along Worthington Road. These elements support the complete streets approach, offering multi-modal transportation choices; the use of roundabouts allow for access management, controlling turning movements and making traffic patterns more predictable.
- Strengthen overall connectivity within and to surrounding areas**
The recommended improvements along Cooper Street and Worthington Road place importance on bicycle and pedestrian facilities and safeguarding continuity and connections along the corridor. This includes a connection to the proposed Fork Swamp Greenway along Worthington Road. Along with bicycle and pedestrian connectivity, adjacent vehicular transportation projects were assessed to ensure proper connectivity between proposed roadway improvements.
- Improve the safety and aesthetic appeal of the corridor**
Elements of the roadway design, such as lane widths, the planted center median along Worthington Road, buffered bicycle lanes and separated sidewalks contribute to an improved aesthetic appeal and aid in providing a gateway and community feel. The proposed dedicated bicycle lanes would be buffered, and sidewalks separated from vehicular traffic allowing a continuous path along the project corridor. The buffer and separation would encourage active transportation options and create a safer cyclist and pedestrian experience.
- Create a corridor that allows for development that enhances and protects the livability of the surrounding area**
By managing access points along Worthington Road with the use of roundabouts and by proposing a complete street design, vehicular traffic interacting with bicycle and pedestrians is minimized. By providing a safer environment for bicycle and pedestrians, the corridor becomes a desirable and safe place to walk, bike and drive and therefore enhances the livability of the area. Improving the safety and aesthetic appeal of the corridor may also increase the attractiveness of private investment.



Looking east along Worthington Road near the intersection of Old Tar Road.



Complete Street Example (Sourced from BoulderColorado.gov).

7 | Implementation and Action Items

Just as important as the design and concepts themselves, the Worthington Road vision cannot be realized without knowing the steps necessary to take it from vision to reality. The ultimate success of the Worthington Road Gateway Plan rests on the ability of local and state officials and leaders to carry out the recommendations of the plan. Application of the corridor principles can be undertaken in various ways by all stakeholders to promote long term safety and stability along the corridor. Implementation of the recommendations for the segments will occur incrementally over time. For effective implementation, supportive plans and controls at the local and county levels will need to be developed that encourage and appropriate land use patterns, minimize the potential for undesirable conflicts and control access in a manner that enhances the safety and functioning of the corridor.

To aid in pursuing mutually beneficial strategies along the corridor, implementation strategies are included below.

- To guide development that enhances and protects the livability of the community, it is recommended that the Town establish a form-based overlay district. The Town can initiate a form-based code for the entire town, however, the Town can also implement the SmartCode, established by DPZ. See <https://www.smartcodecentral.org/>
- Improve corridor character, walkability and safety by transforming the corridor into a complete street.
- Dedicate funding to redesigning key intersections for crosswalks, lighting, street trees and dedicated bicycle facilities.

In addition, the town must identify opportunities to close the gap on sidewalks and enhance the Fork Swamp Greenway connection along Worthington Road.

- The Town should work closely with the development community to ensure that safe and healthy access for bicyclists and pedestrians are integrated in any future development along the project corridor.
- Provide improved signage town wide to make it easier to find parks, facilities and greenways.
- Adopt stronger design standards to ensure that the area around the Worthington Road corridor develop with quality design and reflects well upon the Town. This effort may be included in a branding and implementation plan.

Implementation recommendations are listed to the right for each corridor segment.

Segment 1: Cooper Street

The western segment of the project corridor has been identified as a gateway into the town of Winterville. Implementation priority should be focused on establishing the corridor character. While this developed portion of the corridor differs in character between downtown Winterville to the west and Old Tar Road commercial uses to the east, the use of public art, town signage, landscaping and other unifying elements are important to establishing the corridor identity. A high visibility and relatively low-cost approach would be installing sidewalks on both sides of Cooper Street as well as installing pedestrian crossings at key intersections. This segment is largely lacking pedestrian connectivity and presents a safety issue.

Segment 2: Worthington Road

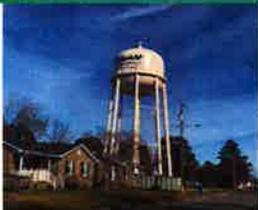
The eastern segment of the project corridor has also been identified as a gateway and as a development corridor anticipated to undergo significant change in the near term. For these reasons, implementation in this segment should prioritize establishing the corridor character and support of catalytic development. Priority in this portion of the corridor should also be on fostering sustainable development. Importance should be given to the review of land use and planning documents to ensure development is in line with the corridor vision and is supported. To begin to establish corridor identity, it is recommended to incorporate public art and streetscape amenity improvements within the corridor such as furnishings and plantings; these approaches can spur additional higher-value development.



Birds Eye view of Worthington Corridor.



Worthington
Road
Gateway Plan





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 11, 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 meetings listed below.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2020

ABSTRACT ROUTING:

TC: 5/4/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- April 13, 2020 Regular Council Meeting; and,
- April 27, 2020 Budget Progress Meeting.

Budgetary Impact: NA.

Recommendation: Approval of Minutes.



**WINTERVILLE TOWN COUNCIL
MONDAY, APRIL 13, 2020 - 7:00 PM
REGULAR MEETING MINUTES
ELECTRONIC VIA ZOOM**

The Winterville Town Council met in a Regular Meeting on the above date at 7:00 PM electronically via ZOOM with Mayor Douglas A. Jackson presiding. The following were present the entire length of the meeting:

Douglas A. Jackson, Mayor
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
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
Willie Gay, Code Enforcement Officer
Amy P. Barrow, Executive Staff Assistant/Human Resource Assistant
Donald Harvey, Town Clerk

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

INVOCATION: Mayor Jackson gave the Invocation.

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

WELCOME: Mayor Jackson welcomed everyone participating in the meeting via the electronic format due to COVID-19.

APPROVAL OF AGENDA:

Motion to approve the agenda. The motion carried unanimously, 5-0.

PROCLAMATIONS:

Volunteer Appreciation Month: Town Clerk Harvey read the 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

PUBLIC COMMENT: There were no public comments submitted for the meeting.

CONSENT AGENDA:

Items included in the Consent Agenda:

1. Approval of the following set 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.

Motion to approve the consent agenda. The motion carried unanimously, 5-0.

OLD BUSINESS:

Cost Participation for Betterment Costs of Eli's Ridge Subdivision Lift Station & Force Main.
Travis Welborn, Public Works Director presented the following information:

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 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 Road. 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 Road 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 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 for \$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.

DRAFT

Date/Time: 3/4/2020 11:10:23 AM
ND: 4835-1379-6020, v. 2

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 of 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



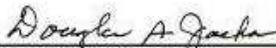
Motion made by Councilman Moore and seconded by Councilman Hines to approve the staff recommendation outlined in the memorandum. The motion carried unanimously, 5-0.

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



Arny P. Barrow, Acting Town Clerk



EE's Ridge Pump Station
 Bid Tabulations
 Bill Clark, Owners of Greenville
 Date: 2/28/20

CONTRACT - ALTERNATE A - Pump Station to serve as REGIONAL PUMP STATION FOR TOWN OF WINTERVILLE
 Lump Sum Bid Price for all work at the pump station site

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	BID UNIT PRICE	BID PRICE
1	8" C-900 PVC Interior to Subdivison	LF	1730	\$ 21.00	\$ 36,330.00	\$ 21.00	\$ 36,330.00
2	8" DIP Drop Assembly @ 42" Pipe, Sta. 8+00 (includes all DIP pipe, fittings and joint restraint)	LS	1	\$ 4,940.00	\$ 4,940.00	\$ 4,940.00	\$ 4,940.00
3	8" Dry Box and Steel Enclosure, Sta. 13+50	LF	70	\$ 234.00	\$ 16,380.00	\$ 234.00	\$ 16,380.00
4	8" DIP Drop (DI and Carrier Pipe @ Worthington Road, Sta 13+50) (includes all DIP pipe, fittings and joint restraint, and spacers)	LS	1	\$ 3,260.00	\$ 3,260.00	\$ 3,260.00	\$ 3,260.00
5	8" C-900 PVC along Worthington Road	LF	1960	\$ 23.05	\$ 45,199.00	\$ 23.05	\$ 45,199.00
6	8" C-900 PVC, Restrainted Joint, along Worthington Road	LF	150	\$ 39.30	\$ 5,895.00	\$ 39.30	\$ 5,895.00
7	8" C-900 PVC, Restrainted Joint, along Worthington Road	LF	70	\$ 185.00	\$ 12,950.00	\$ 185.00	\$ 12,950.00
8	8" DIP Drop and DIP Carrier Pipe @ Worthington Road, Sta 34+35 (includes all DIP pipe, fittings and joint restraint, and spacers)	LF	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
9	8" C-900 PVC along Long Branch Canal	LF	1660	\$ 19.15	\$ 31,799.00	\$ 19.15	\$ 31,799.00
10	8" C-900 PVC, Restrainted Joint, along Long Branch Canal	LS	75	\$ 41.00	\$ 3,075.00	\$ 41.00	\$ 3,075.00
11	8" DIP Drop Assembly #1 Canal (includes all DIP pipe, fittings and joint restraint)	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
12	8" DIP Drop Assembly #2 Canal (includes all DIP pipe, fittings and joint restraint)	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
13	Inside DIP Drop Tie to Existing Manhole (includes core and boot)	Each	6	\$ 475.00	\$ 2,850.00	\$ 475.00	\$ 2,850.00
14	8" 90 Deg. Bends	Each	5	\$ 425.00	\$ 2,125.00	\$ 425.00	\$ 2,125.00
15	8" 45 Deg. Bends	Each	1	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
16	8" 22.5 Deg. Bends	Each	1	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00
17	Tracer Wire Boxes	Each	4	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00
18	Automatic Air Release valves	Each	4	\$ 5,650.00	\$ 22,600.00	\$ 5,650.00	\$ 22,600.00
19	8" Plug Valves	Each	1	\$ 1,780.00	\$ 1,780.00	\$ 1,780.00	\$ 1,780.00
20	8" PVC Gravity Sewer (20'-22')	LF	100	\$ 143.25	\$ 14,325.00	\$ 143.25	\$ 14,325.00
21	12" PVC Gravity Sewer (22'-24')	LF	113	\$ 140.25	\$ 15,847.50	\$ 140.25	\$ 15,847.50
22	Manhole #1 (19.23' deep)	Each	1	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
23	Manhole #2 (19.23' deep)	Each	1	\$ 7,670.00	\$ 7,670.00	\$ 7,670.00	\$ 7,670.00
24	Manhole #3 (22.25' deep)	Each	1	\$ 7,474.00	\$ 7,474.00	\$ 7,474.00	\$ 7,474.00
25	Tracer Wire	LF	1790	\$ 0.10	\$ 179.00	\$ 0.10	\$ 179.00
Total of All Unit Price Bid Items				\$ 296,664.74		\$ 296,664.74	
PROJECT TOTAL				\$ 746,094.75		\$ 746,094.75	



Richard A. Blum

CONTRACT - ALTERNATE B - SIZED TO SERVE ELI'S HODGE ONLY		TIMPP BROTHERS		RALPH HODGE	
LUMP SUM BID		\$ 438,110.00		\$ 383,410.00	
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 Unit Price
1	6" C-900 PVC Interior to Subdivision	LF	1230	\$ 14.55	\$ 17.50
2	6" DWP Drop Assembly @ 42" Pipe, Sta. 8+00 (includes all DWP pipe, fittings and joint restraint)	US	3	\$ 7,500.00	\$ 4,150.00
3	18" Dry Bore and Steel Encasement, Sta. 13+50	LF	70	\$ 180.00	\$ 230.00
4	6" DWP Drop and Carrier Pipe @ Worthington Road, Sta 13+50 (includes all DWP pipe, fittings and joint restraint, and spiders)	US	1	\$ 8,625.00	\$ 2,810.00
5	6" C-900 PVC along Worthington Road	LF	1900	\$ 19.25	\$ 17.90
6	6" C-900 PVC, restrained joint, along Worthington Road	LF	150	\$ 33.00	\$ 27.70
7	18" Dry Bore and Steel Encasement, Sta. 34+45	LF	70	\$ 180.00	\$ 230.00
8	6" DWP Drop and DWP Carrier Pipe @ Worthington Road, Sta 34+35 (includes all DWP pipe, fittings and joint restraint, and spiders)	US	3	\$ 8,175.00	\$ 2,810.00
9	6" C-900 PVC along Long Branch Canal	LF	1660	\$ 14.40	\$ 17.50
10	6" C-900 PVC, restrained joint, along Long Branch Canal	LF	75	\$ 34.70	\$ 28.60
11	6" DWP Drop Assembly at Canal (includes all DWP pipe, fittings and joint restraint)	US	3	\$ 8,400.00	\$ 4,150.00
12	Inside DWP Drop Tie to Existing Manhole (includes core and base)	US	3	\$ 4,720.00	\$ 3,310.00
13	6" 90 Deg. Bends	Each	6	\$ 400.00	\$ 478.00
14	6" 45 Deg. Bends	Each	5	\$ 400.00	\$ 461.00
15	Tracer Wire Boxes	Each	3	\$ 400.00	\$ 444.00
16	Automatic Air Release valves	Each	5	\$ 250.00	\$ 198.00
17	6" Plug Valves	Each	4	\$ 5,040.00	\$ 2,240.00
18	6" PVC Gravity Sewer (18" x 20")	LF	113	\$ 1,320.00	\$ 1,470.00
19	Manhole B (18" x 23" deep)	Each	3	\$ 7,095.00	\$ 6,070.00
20	Manhole 9A(20" x 24" deep)	Each	3	\$ 7,670.00	\$ 6,940.00
21	Tracer Wire	LF	3700	\$ 0.10	\$ 1.40
22				\$ 203,492.90	\$ 190,502.00
Total of All Unit Price Bid Items				\$ 641,603.90	\$ 554,112.00
ALTERNATE A TOTAL					



Richard W. Hodges

Town Attorney Lassiter explained and described changes to the agreements.

Motion to approve the Cost Sharing and Reimbursement Agreement for Betterment Costs of Eli's Ridge Subdivision Lift Station and Force Main. The motion carried unanimously, 5-0.

Utility Infrastructure Reimbursement Agreement for Eli's Ridge Subdivision Lift Station & Force Main. Travis Welborn, Public Works Director presented the following information:

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 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.

DRAFT

**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.

I. "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 Attorney Lassiter explained and described changes to the agreements.

Motion to approve the Reimbursement Agreement for Eli's Ridge Subdivision Lift Station and Force Main. The motion carried unanimously, 5-0.

NEW BUSINESS:

2020 Street Improvements Project Contract Award.

Travis Welborn, Public Works Director presented the following information:

Bids for the 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. for \$133,933.90, including 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 to council on the possibility of completing that work as well.

DRAFT

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

3/31/2020

CONTRACTOR ADDRESS	Carolina Earth Movers, Inc. 2252 Alpine Taylor Road Greenville, NC 27834 38881 5% Yes Yes	Tribe Bro's Inc. 4158 Norris Store Road Ayden, NC 28513 52247 5% Yes Yes	Barnhill Contracting Company 562 Barnhill Construction Road Greenville, NC 27834 3194 5% Yes Yes	I. T. Wooden Corporation 3801 Black Creek Rd. Wilson, NC 27893 2835 5% Yes Yes
UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
CITY	CITY	CITY	CITY	CITY
DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION

BASE BID

Rowle Court - Street Improvements

No.	Est. Qty.	Description	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	1	LS Mobilization and Boring (3% +/-)	\$ 525.57	\$ 525.57	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00
2	212	5Y 4" Wide Edge Mill (2" Depth - Full street length)	\$ 14.60	\$ 3,095.20	\$ 17.00	\$ 3,604.00	\$ 37.00	\$ 7,894.00
3	1	LS Crack Sealing	\$ 1,500.00	\$ 1,500.00	\$ 3,850.00	\$ 3,850.00	\$ 3,800.00	\$ 3,800.00
4	922	5Y 2" Asphalt Surface Course (Type 5-4.5C)	\$ 12.90	\$ 11,893.80	\$ 16.35	\$ 15,074.70	\$ 17.00	\$ 15,674.00
5	1	EA 24" Stop Bar	\$ 510.00	\$ 510.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00
6	1	Testing/Allowance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Subtotal for Rowle Court - Street Improvements				\$ 18,944.57		\$ 24,228.70		\$ 28,468.00

Milton Drive - Street Improvements

No.	Est. Qty.	Description	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	1	LS Mobilization and Boring (3% +/-)	\$ 3,649.29	\$ 3,649.29	\$ 3,700.00	\$ 3,700.00	\$ 3,900.00	\$ 3,900.00
2	76	LF Remove Storm Drain	\$ 21.50	\$ 1,634.00	\$ 79.75	\$ 6,071.00	\$ 21.00	\$ 1,602.00
3	4	EA Remove Catch Basin	\$ 776.00	\$ 3,104.00	\$ 755.00	\$ 3,020.00	\$ 275.00	\$ 1,100.00
4	31	5Y Remove Exst. CABC & Asphalt Pavement	\$ 65.00	\$ 2,015.00	\$ 129.00	\$ 4,000.00	\$ 350.00	\$ 10,850.00
5	420	5Y 4" Wide Edge Mill (2" Depth)	\$ 14.60	\$ 6,132.00	\$ 16.00	\$ 6,720.00	\$ 20.50	\$ 8,610.00
6	2,590	5Y Remove Asphalt Pavement (from Ethel to Base)	\$ 7.52	\$ 19,475.60	\$ 4.00	\$ 10,360.00	\$ 5.50	\$ 14,445.00
7	150	5Y Remove Exst. CABC (Performed w/ Undercut)	\$ 23.25	\$ 3,487.50	\$ 66.00	\$ 9,900.00	\$ 15.00	\$ 2,250.00
8	58	LF Remove & Replace Curb & Gutter	\$ 47.00	\$ 2,726.00	\$ 126.00	\$ 7,302.00	\$ 50.00	\$ 2,900.00
9	76	LF 14" DPB	\$ 125.00	\$ 9,500.00	\$ 99.00	\$ 7,524.00	\$ 107.00	\$ 8,134.00
10	4	EA Catch Basin	\$ 2,500.00	\$ 10,000.00	\$ 1,900.00	\$ 7,600.00	\$ 2,100.00	\$ 8,400.00
11	100	CF Undercut Excavation w/ Office Chopal	\$ 27.50	\$ 2,750.00	\$ 36.00	\$ 3,600.00	\$ 26.00	\$ 2,600.00
12	100	CV Office Select Borrow Excavation	\$ 24.00	\$ 2,400.00	\$ 17.00	\$ 1,700.00	\$ 31.00	\$ 3,100.00
13	150	5Y 8" CABC (Placed in Undercut areas)	\$ 32.00	\$ 4,800.00	\$ 32.50	\$ 4,875.00	\$ 33.00	\$ 4,950.00
14	1	LS Crack Sealing	\$ 1,500.00	\$ 1,500.00	\$ 6,350.00	\$ 6,350.00	\$ 6,050.00	\$ 6,050.00
15	4,244	5Y 2" Asphalt Surface Course (Type 5-4.5C)	\$ 12.00	\$ 50,928.00	\$ 11.50	\$ 48,806.00	\$ 15.75	\$ 66,843.00
16	1	EA 24" Stop Bar	\$ 530.00	\$ 530.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
17	25	TN Stabilization Stone	\$ 86.00	\$ 2,150.00	\$ 95.00	\$ 2,375.00	\$ 60.00	\$ 1,500.00
18	1	Testing/Allowance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Subtotal for Milton Drive - Street Improvements				\$ 125,292.39		\$ 128,882.00		\$ 150,092.00

BID TABULATION

CONTRACTOR ADDRESS	CONTRACTOR ADDRESS	CONTRACTOR ADDRESS	CONTRACTOR ADDRESS	CONTRACTOR ADDRESS			
Tripp Rep's Inc. 4158 Norris Stone Road Ayden, NC 28513 52247 5% Yes Yes	Carolina Earth Movers, Inc. 2252 Allison Taylor Road Greenville, NC 27834 38882 5% Yes Yes	Bumhill Contracting Company 562 Burns Construction Road Greenville, NC 27834 3194 5% Yes Yes	S.T. Wooden Construction 3801 Black Creek Rd Wilson, NC 27893 2845 5% Yes Yes				
ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXT	UNIT PRICE	EXT

Cory Street - Street Improvements

No.	Est. Qty.	Description	UNIT PRICE	EXT	UNIT PRICE	EXT
1	1	LS Mobilization and Bonding (3% +/-)	\$ 263.00	\$	\$ 122.37	\$
2	19	5Y Remove Exist. C&G & Asphalt Pavement	\$ 40.00	\$ 760.00	\$ 53.85	\$ 1,023.15
3	36	LF Remove Existing Storm Drain Piping	\$ 25.00	\$ 900.00	\$ 81.00	\$ 2,916.00
4	1	LA Chose Inlet	\$ 1,500.00	\$ 1,500.00	\$ 2,150.00	\$ 2,150.00
5	1	EA Tie Into Exist. Deep Inlet	\$ 450.00	\$ 450.00	\$ 1,750.00	\$ 1,750.00
6	36	LF 15" RCP	\$ 60.00	\$ 2,160.00	\$ 42.00	\$ 1,512.00
7	25	CY Undercut Excavation Select Backfill	\$ 25.00	\$ 625.00	\$ 40.00	\$ 1,000.00
8	25	CY Office Select Borrow Excavation	\$ 16.00	\$ 400.00	\$ 21.90	\$ 547.50
9	19	5Y 8" C&G	\$ 40.00	\$ 760.00	\$ 35.00	\$ 665.00
10	19	5Y 2" Asphalt Surface Course (Type 5-9.5C)	\$ 38.30	\$ 727.70	\$ 42.00	\$ 798.00
11	1	Testing Allowance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Subtotal for Cory Street - Street Improvements			\$ 9,245.70	\$	\$ 11,064.02	\$
TOTAL BASE BID IMPROVEMENTS			\$ 121,405.00	\$	\$ 154,481.98	\$

ADD ALTERNATE #1

No.	Est. Qty.	Description	UNIT PRICE	EXT	UNIT PRICE	EXT
1	1	LS Mobilization and Bonding (3% +/-)	\$ 364.00	\$	\$ 467.48	\$
2	26	LF Remove & Replace Carb & Gutter	\$ 78.50	\$ 2,041.00	\$ 143.00	\$ 3,718.00
3	103	5Y Remove Exist. Asphalt Pavement	\$ 8.00	\$ 824.00	\$ 14.56	\$ 1,497.68
4	2	EA Adj. at Catch Basin Frames	\$ 150.00	\$ 300.00	\$ 2,500.00	\$ 5,000.00
5	50	5Y Remove Exist. C&G (Performed w/ Undercut)	\$ 15.00	\$ 750.00	\$ 27.50	\$ 1,375.00
6	35	CY Undercut Excavation w/ Office Disposal	\$ 40.00	\$ 1,400.00	\$ 37.50	\$ 1,312.50
7	35	CY Office Select Borrow Excavation	\$ 31.00	\$ 1,085.00	\$ 27.50	\$ 962.50
8	50	5Y 8" C&G (Placed in Undercut areas)	\$ 25.00	\$ 1,250.00	\$ 35.00	\$ 1,750.00
9	103	5Y 2" Asphalt Surface Course (Type 5-9.5C)	\$ 38.30	\$ 3,944.90	\$ 51.00	\$ 5,253.00
10	1	Testing Allowance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Subtotal for Add Alternate #1			\$ 12,568.90	\$	\$ 17,083.16	\$
TOTAL BASE BID PLUS ADD ALTERNATES			\$ 133,973.90	\$	\$ 171,565.14	\$

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:

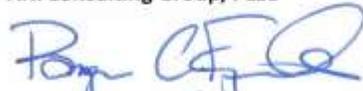
- 1) The period for bidding was closed promptly at 2:00 p.m.
- 2) Bids were opened privately by Town of Winterville staff and original bids were delivered to Ark Consulting Group, PLLC by the Public Works Director on March 30, 2020.

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

Motion to award the contract for the 2020 Street Improvements Project to Tripp Bro's Inc. for \$133,933.90. The motion carried unanimously, 5-0.

Public Works Capital Improvement Plan Update.

Travis Welborn, Public Works Director presented the following information:

The Town's Capital Improvement Plan has been revised and updated by the Public Works Director. This is a requirement 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.



**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 Town's 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 man 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 Cleewood 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.

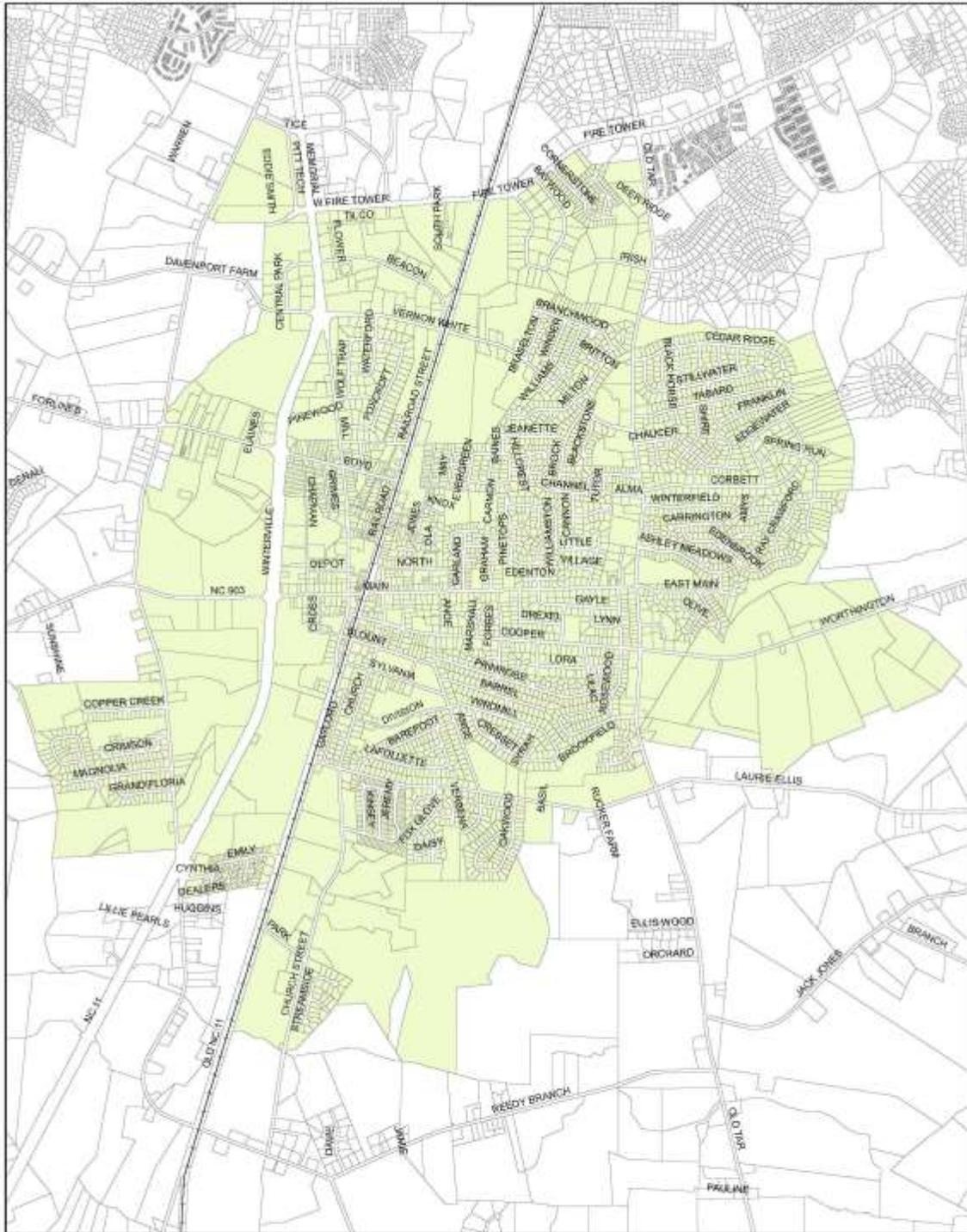
Once the water is sold to the Town's customers it is then returned in the form of wastewater, or sewer. Another dilemma that the Town will face in the next twenty years is the treatment of all of this wastewater. The Town pumps all of its wastewater to the Contentnea Metropolitan Sewerage District treatment 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

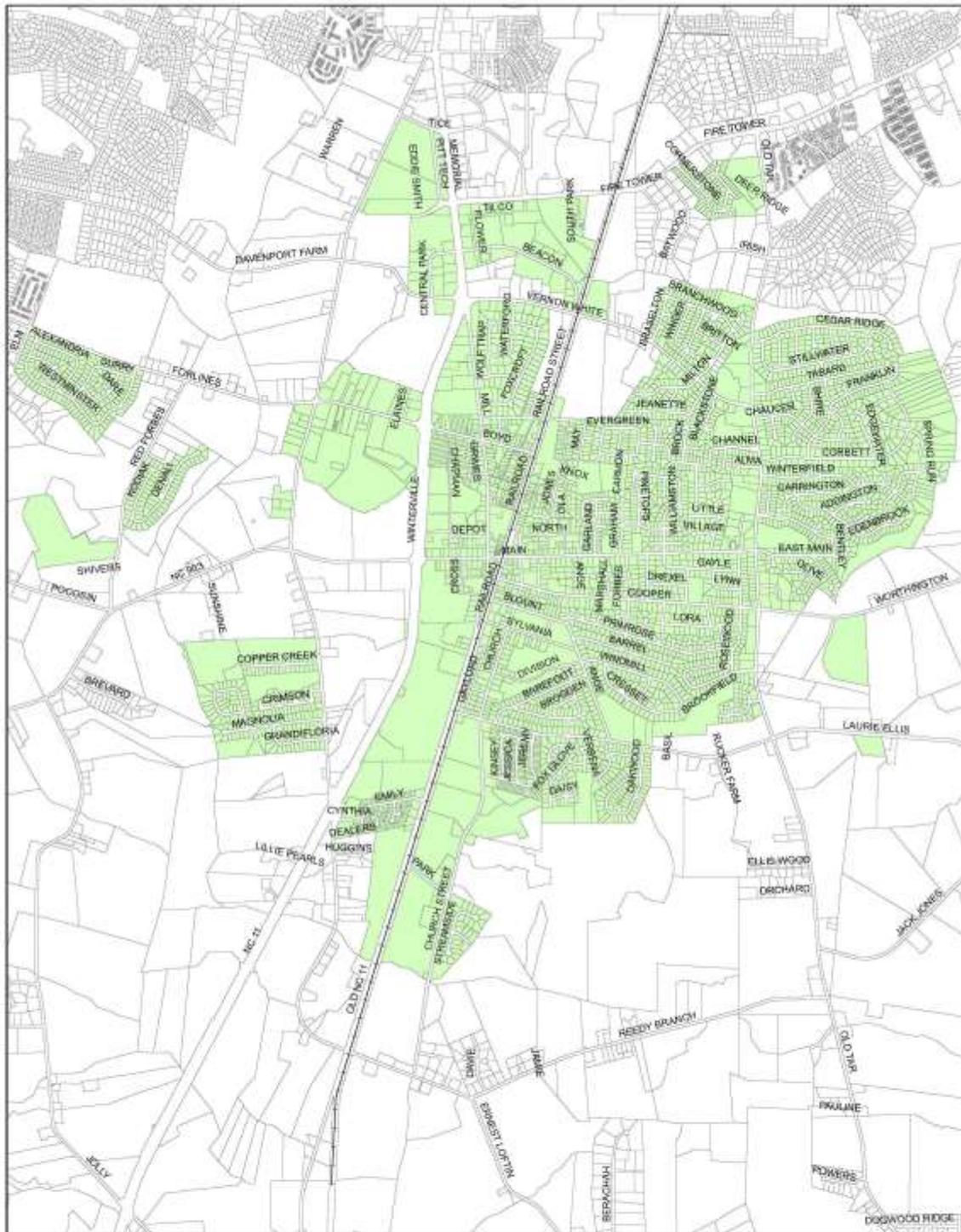
As of September 12, 2016



1,900 950 0 1,900 Feet



G:\GIS Arc10\Department Map Info\Water\Water Service Area.mxd



TOWN OF WINTERVILLE SEWER SERVICE AREA

As of September 12, 2016



G:\GIS Arc10\Department Map Info\Sewer\Sewer Service Area.mxd

Motion to approve the Public Works Capital Improvement Plan Update. The motion carried unanimously, 5-0.

2020 Water System Improvements: SRF Loan Application Authorizing Resolution.
 Travis Welborn, Public Works Director presented the following information:

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 for \$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 to accept the loan offer.

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

				NC 11 (Phase 1)	
Item				Unit	
<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	
<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**

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

Motion to approve the 2020 Water System Improvements SRF Loan Application Authorizing Resolution. The motion carried unanimously, 5-0.

Appointment of Board of Adjustment Member.
Planning Director Jones presented the following information:

Helen Rollins resigned from the Board of Adjustment as a regular City Limits Member. Currently, there are three (3) eligible applications on file requesting appointment 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.

Motion to nominate Joseph Pierce to the Board of Adjustment. The motion carried unanimously, 5-0.

ADA Self-Assessment and Transition Plan.
Travis Welborn, Public Works Director presented the following information:

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.

This is Task Order No. 29
consisting of 3 pages.

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

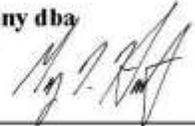
By (Signature): _____

Typed Name: Douglas A. Jackson

Title: Mayor

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

Motion to contract with The Wooten Company at a ceiling fee of \$50,000 for the ADA Self-Assessment and Transition Plan. The motion carried unanimously, 5-0.

OTHER AGENDA ITEMS:

Reduce electric rates temporarily due to Coronavirus. (Councilman Moore).
Councilman Moore introduced the idea of a temporary electric rate reduction.

Council and Staff discussed a variety of topics relating to COVID-19 impact on utility payments, delinquency rate, fees, interest, and cut-offs. The impact on the Town's budget discussed with information provided on the estimated amount of lost revenue. All were encouraged to contact Representative G. K. Butterfield when they go back in session to help towns like ours. Many customers think they do not have to pay. A special newsletter will be sent explaining details and encourage customers to keep paying. After discussion, following motion was presented.

Motion to approve a temporary 10% electric rate reduction for the April and May usage periods, with an option to extend an additional month to all electric customers. The motion carried unanimously, 5-0.

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

Town Manager Evaluation will be on the May meeting agenda to determine a date and time.

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)

ANNOUNCEMENTS: None due cancellation of activities due to COVID-19.

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

Attorney Lassiter: None.

Councilman Moore: None.

Mayor Pro Tem Roberson: Thanks to staff, these are difficult times; encourage contacting Representative G. K. Butterfield.

Councilman Smith: Thanks to staff.

Councilman Moyer: Prayers for all that are helping, please maintain your social distance.

Councilman Hines: Thanks to the Staff during COVID-19 pandemic.

Manager Parker: Thanks to Council for their support during these times, we have a rock star staff and many thanks to them.

Mayor Jackson: Thanks to the Town for thoughts and prayers during my illness.

ADJOURN: Motion to adjourn meeting. Motion carried unanimously, 5-0. Meeting adjourned at 8:44 pm.

Adopted this the 11th day of May, 2020.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk

DRAFT



**WINTERVILLE TOWN COUNCIL
APRIL 27, 2020 – 5:30 PM
BUDGET PROGRESS MEETING MINUTES
ELECTRONIC VIA ZOOM**

The Winterville Town Council met in a Budget Progress Meeting on the above date at 5:30 PM electronically via ZOOM with Mayor Douglas A. Jackson presiding. The following were present the entire length of the meeting:

Douglas A. Jackson, Mayor
Veronica W. Roberson Mayor Pro Tem
Richard (Ricky) E. Hines, Councilman
Tony P. Moore, Councilman
Johnny Moye, Councilman
Mark C. Smith, Councilman
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
Willie Gay, Code Enforcement Officer
Donald Harvey, Town Clerk

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

INVOCATION: Councilman Moye gave the Invocation.

WELCOME: Mayor Jackson welcomed everyone.

APPROVAL OF AGENDA:

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

ITEMS FOR DISCUSSION:

Update on Budget-to-Date for FY 2019-2020

Town Manager Parker opened the items for discussion and turned it over to Finance Director Bowers. He updated Council on the 2019-2020 budget-to-date. The COVID-19 situation has caused us to be creative. The revenues impacted most are state shared revenues. Sales tax revenues are on a 3-month

lag and possibly show a 29% reduction. On the utilities side, we had a mild winter and spring and accounts receivable are down due to reduction and nonpayment.

Town Manager Parker noted the temporary reduction on electric rates. Finance Director Bowers noted this would also reduce revenues.

Town Manager Parker in January we were tracking, and then COVID-19 influenced how we are running. Finance Director Bowers noted electric losses are \$233,000 over 2 months, depending on usage.

Councilman Moyer asked what the reduction affected. Town Manager Parker said May and June bills, and if Council opts, that would be July bills in the new budget year. Finance Director Bowers noted there is not a very good way to show COVID-19 savings on the utility bill. We will do some legwork to show savings on bill. Town Manager Parker added we will work on a method to show and will inform Council.

DRAFT



FY 2020-2021 Budget Progress Meeting
April 27, 2020
Town Hall Executive Conference Room

General Fund Revenues:



The DRAFT Budget is in the works – anticipate a DRAFT being delivered on May 22rd.



FY 2020-2021 Budget Calendar has been previously provided for Council's information.



Current tax rate is \$0.475. The Town's revenue neutral tax rate is \$.449. If we keep the same tax rate we will see an increase of approximately \$283,271.



Carolina Benefits is saying the Town should expect an increase of approximately 7% in health insurance premiums. MetLife (the Town's dental insurance carrier is currently quoting NO increase (0%).



Property Tax budget will be calculated with a **97%** collection rate due to the potential impact of the COVID-19 Pandemic. The present year valuation is **\$822,041,474** and the new valuation is **\$890,556,184**. *Revenue neutral growth would yield an approximate \$100,741 in additional ad valorem revenue.*



Sales and Use Tax will be a large unknown as we do not know what the effects of COVID-19 are going to do spending here in Pitt County. We can be confident that sales taxes are not going to be higher than they were this year. We really do not know how much lower they are going to be. They run on a three-month lag. We will have a better idea once we get closer to the end of the fiscal year. As a start, a 10% reduction will decrease revenues in an estimated amount of **\$230,000**. The NC League has estimated that it could be as high as 20% across the state.



Powell bill estimates are expected to remain the same as FY 2019-2020. Revenues are expected to be approximately **\$251,493**.



Utility Franchise Tax revenues are expected to remain the same from FY 2019 2020 (\$367,975). Revenues are expected to be approximately **\$369,082**.



The Building Inspections Department continues to be busy. Based on conversations with developers, they are planning to continue to move forward. We are estimating those revenues to remain flat at **\$145,000**.



Interest income will be lower by an estimated **\$65,000**.



All other General Fund revenues are expected to be flat or lower for the FY 2020-2021 fiscal year.



We will not have any **Debt Service** expiring in the next Fiscal Year.



Fire Department Grant Reduction will cost an additional **\$112,000**.

Enterprise Funds:



Water revenues are expected to increase slightly with an estimated growth rate of 1% showing water sales to be approximately **\$1,482,197**.



Sewer revenues are expected to increase slightly with an estimated growth rate of 1% showing sewer sales to be approximately **\$2,120,495**. Winterville (who is a member of the Contentnea Metropolitan Sewerage District) and the effect on Winterville's contribution is unknown at this time.



We will have new debt service starting for:

Sewer 2019 CIP	\$151,493
Sewer 2020 CIP	TBD



Electric revenues are expected to increase slightly with an estimated growth rate of 1% showing electric sales to be approximately **\$6,579,573**.



Storm water sales growth is expected to be flat at the same 1%, however storm water revenues will increase from **\$495,115 to \$500,067**.

Town Manager Parker stated the budget season is staying on schedule and we will work on normal meetings or hybrid type meetings.

Town Manager Parker said tax valuation, revaluation completed. Finance Director Bowers added property tax budget and collection rate dropped due to COVID-19. Finance Director Bowers said sales and use tax would show a reduction for the coming year. Town Manager Parker said the rate versus loss would determine impact.

Councilman Moye asked if the federal government would help in any way. Finance Director Bowers said in a very limited way, some recoup from FEMA. Town Manager Parker added not having high expectations for getting any.

Town Manager Parker explained Powell Bill, utility franchise, building inspections, interest income, and general fund, no debt service change, and Fire Department grant. Town Manager Parker then discussed the Enterprise funds: water, sewer. Finance Director Bowers commented on the Sewer CIP change for 2019 was \$151,493 and for 2020 is to be determined. Public Works Director Welborn noted there are new projects underway and forthcoming. Town Manager Parker said electric would have a slight increase and stormwater is flat.

Finance Director Bowers said under the new normal, manufacturers in town have contracts. Town Manager Parker noted we have provided a great deal of information tonight.

Mayor Jackson said thanks to Finance Director Bowers and staff for hard work. Finance Director Bowers noted we want to keep the Town in a good financial condition. Town Manager Parker echoed Mayor Jackson's comments and noted the support of all of Staff.

Councilman Hines congratulated Kendall Futrell that signed with Cincinnati Bengals. Councilman Hines also noted that Creekside went thru neighborhoods to see the students. He asked that we look at ways to show appreciation to seniors graduating this year. Town Manager Parker noted that Staff discussed ways to show appreciation to three public high schools plus one private. Possibly Staff could put together a film for all the seniors. Councilman Hines said would appreciate something. Councilman Smith and Councilman Moye are supportive of the idea. Mayor Pro Tem Roberson is also supportive,

and said not to forget the newspaper. She also said not to forget all the others that have helped including, teachers, cafeteria workers, etc.

Councilman Moye noted a need for PPE. Town Manager Parker said it is difficult to get, Staff made some for use by employees. Mayor Pro Tem Roberson said thanks to all that have worked so hard to keep services going. Town Manager Parker we will continue to find PPE for staff and citizens.

ADJOURN: Motion made by Councilman Moye and seconded by Councilman Smith to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 6:31 PM.

Adopted this the 11th day of May, 2020.

Douglas A. Jackson, Mayor

ATTEST:

Donald Harvey, Town Clerk

DRAFT



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 11, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

Subject: Ange Plaza, Lot 21 – Annexation.

Action Requested: Re-Schedule Public Hearing for the Annexation to June 8, 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: 5/4/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

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 (5/11/2020).

3rd Council Meeting: Hold Public Hearing on the Annexation (6/8/2020).

**The Public Hearing was originally scheduled for May 11, 2020, but has been requested to be rescheduled to June 8, 2020 due the COVID-19 situation.

Budgetary Impact: TBD.

Recommendation: Re-Schedule the Public Hearing.

PETITION REQUESTING ANNEXATION

Date: February 4, 2020

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

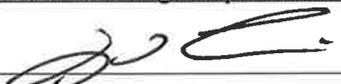
1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.
2. The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

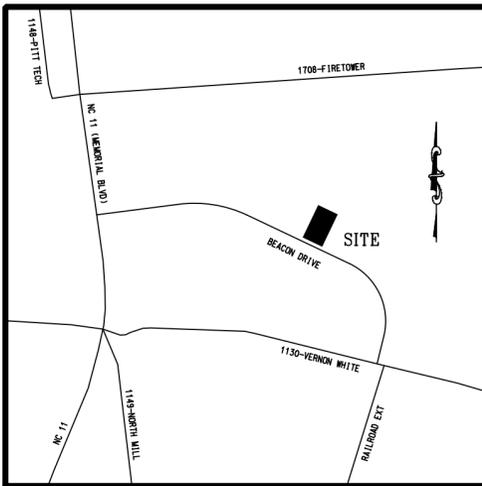
Description

Ange Plaza Lot 21

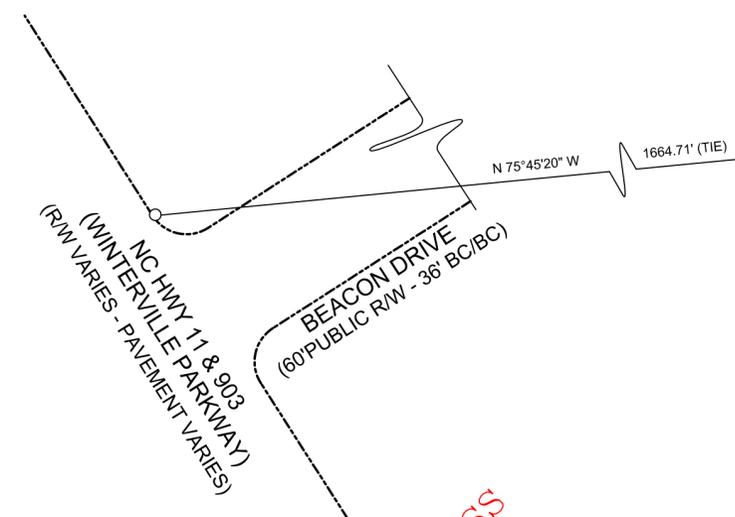
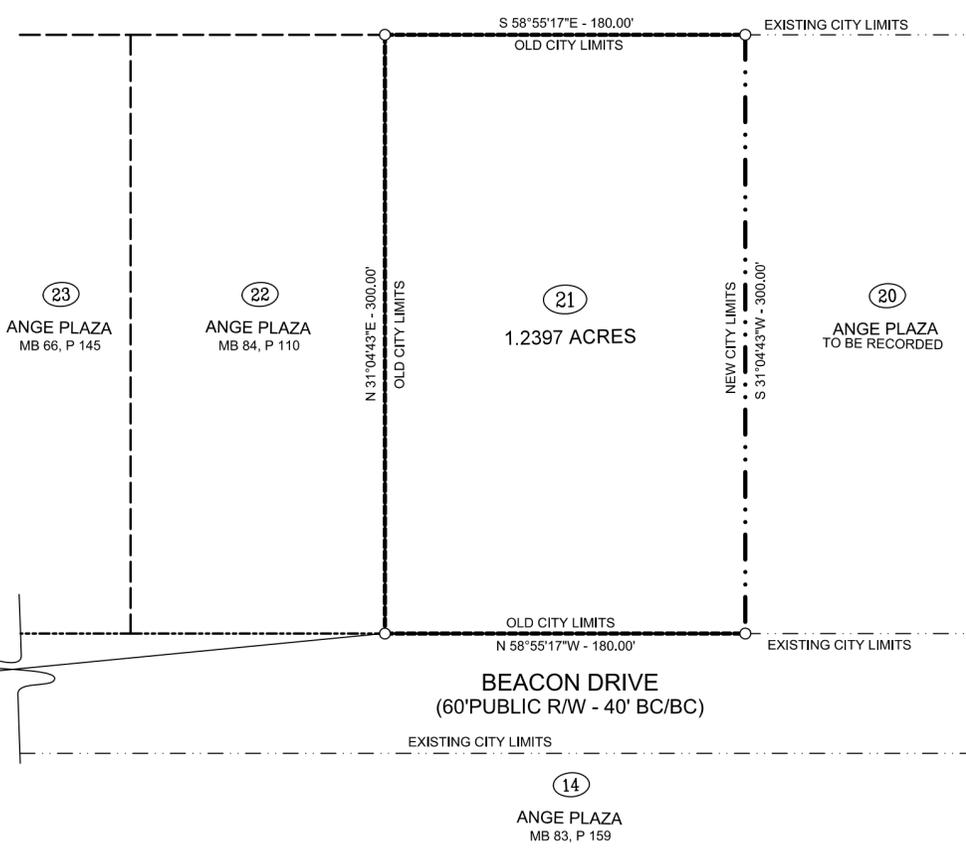
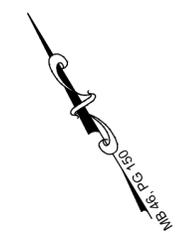
Name Cedar Landing Properties, LLC

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 IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK _____, PAGE _____; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS _____ DAY OF _____ A.D., 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

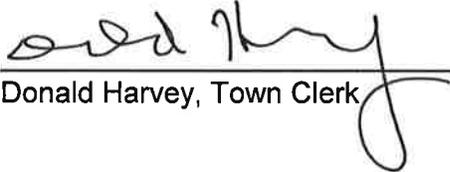
To the Town Council of the Town of Winterville, North Carolina:

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: May 11, 2020

Presenter: Bryan Jones, Planning Director

Item to be Considered

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

Action Requested: Re-Schedule Public Hearing for Rezoning Request for June 8, 2020.

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

Prepared By: Bryan Jones, Planning Director

Date: 4/24/2020

ABSTRACT ROUTING:

TC: 5/4/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

****This Public Hearing was originally scheduled for May 11, 2020, but due to the COVID-19 pandemic, the applicant has requested to reschedule to the June 8, 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: Re-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 48unit (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
 PROJECT: 42601.006C
 SHEET: EX1.0

DRAWN BY: J. DUFFEE
 ESTIMATED BY: R. BAVER
 CHECKED BY: R. BAVER
 SCALE: AS SHOWN

DATE	REVISION DESCRIPTION

These sheets and associated documents are the exclusive property of Timmons Group and may not be reproduced in whole or in part and shall not be used for any purpose whatsoever, including, but not limited to construction, bidding, and/or construction staking without the express written consent of Timmons Group.

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)

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 and notification was posted on site on February 10, 2020. **14** properties were mailed notifications.

TRACT SIZE 3.27cres

TOPOGRAPHY Flat

VEGETATION Partially cleared / Partially wooded

SITE DATA

Existing Use	Vacant	
Adjacent	Zoning	Adjacent Land Uses
N	General Business	Church
E	General Business, Agricultural Residential	Single-family residential, vacant land, Hwy 11 S
W	R-6, Central Business	Single-family dwellings, vacant land, and commercial
S	GB, R-6	Single -family dwellings, commercial

ZONING DISTRICT STANDARDS

<u>District Summaries</u>	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.

**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.*

SPECIAL INFORMATION

Overlay District Ordinance

n/a

Environmental/Soils

n/a

Floodplain N/A

Streams N/A

Other: If >1 acre is disturbed, site must meet Phase 2 SW requirements, provide Soil Erosion and Sedimentation Control Permit

Utilities (Availability):

Water - available TOW
Sewer - available TOW
Electric - available TOW

Landscaping & Buffer Requirements

Development must meet requirements per Article X-A. Vegetation and Buffering Requirements.

Transportation

Street Classification: Chapman St – Local Street.
HWY 11 S– NCDOT Road.

Site Access: All access(s) must be designed and constructed to the Town of Winterville / NCDOT standards.

Traffic Counts: None available.

Trip Generation: N/A.

Sidewalks: Per Section 6.5 Special Requirements to the Table of Permitted Uses, SR 2, site plan approval must be obtained from P&Z and Council. Site plan must include side walks under the same manner and criteria as defined in the Subdivision Ordinance.

Traffic Impact Study: TBD
(TIS)

Street Connectivity: N/A.

Other: N/A.

IMPACT/POLICY 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 and development 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: May 11, 2020

Presenter: Anthony Bowers, Finance Director

Item to be Considered

Subject: Resolution Designation of Applicants Agent.

Action Requested: Approve the Resolution.

Attachment: Designation of Applicants Agent Form.

Prepared By: Anthony Bowers, Finance Director

Date: 4/29/2020

ABSTRACT ROUTING:

TC: 5/4/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

As a result of The COVID-19 Pandemic, the Town is applying for FEMA assistance. As part of this process, FEMA pays 75% of the reimbursements and the State of North Carolina pays the remaining 25%. The State requires applicants to designate a primary and secondary agent. This will allow the Finance Director to be the primary agent. The primary agent, will prepare and submit the required documentation needed for reimbursements and represent the Town of Winterville with FEMA and the State of North Carolina.

Budgetary Impact: TBD.

Recommendation: Approve the Resolution.



**North Carolina Department of Public Safety
Division of Emergency Management**

APPLICANT: Town of Winterville

DISASTER: **COVID-19**
FEMA No.: **4487-DR-NC**
PUBLIC ASSISTANCE CFDA# **97.036**

STATE-APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management (“the State”) and Town of Winterville (“the Applicant”) shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster named **COVID-19** and pursuant to the Major Disaster Declaration made by the President of the United States numbered FEMA **4487-DR-NC**.

The designated representative of the Applicant (Applicant’s Agent) certifies that:

1. The Applicant’s Agent has the legal authority under North Carolina law to apply for assistance on behalf of the Applicant, that it is duly authorized pursuant to appropriate Applicant authority and/or a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant’s governing body, and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor’s Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically, that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
 - a. Designation of Applicant’s Agent.
 - b. State-Applicant Disaster Assistance Agreement.
 - c. Private Non-Profit Organization Certification (if required).
 - d. Summary of Documentation Form itemizing actual costs expended for large project payment requests.
 - e. Monthly Progress Reports.
 - f. Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 *et. seq.*, 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report shall be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative (GAR).
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative (GAR), full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative (GAR), any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative (GAR) and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety-day (90-day) period and to reimburse Applicant only for costs documented at the time of final inspection.**
14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition certification incorporated herein as Attachment A.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for any contracts subject to this Agreement including for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov. The Applicant shall be responsible to ensure that it has checked the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors, Subapplicants or Sub-Recipients have not been suspended or debarred from doing business with federal or State government.
20. The Applicant shall comply with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, 2 C.F.R. Part 200, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement, the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

4/29/2020

Date

56-600-1376

Applicant's Federal Tax I.D.
Number (required)

FOR THE APPLICANT:

BY:

Signature

Anthony Bowers

Typed Name

Finance Director

Title

4/29/2020

Date

FOR THE STATE:

BY:

Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Town of Winterville

Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) elevation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Finance Director
APPLICANT ORGANIZATION Town of Winterville	DATE SUBMITTED 4/29/2020



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: May 11, 2020

Presenter: Ben Williams, Assistant Town Manager

Item to be Considered

Subject: Nobel Canal Bank Stabilization.

Action Requested: No Action Requested.

Attachment: None.

Prepared By: Ben Williams, Assistant Town Manager

Date: 5/5/2020

ABSTRACT ROUTING:

TC: 5/5/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

Staff will provide update on current funding application and associated timeline for streambank stabilization of Nobel Canal.

Budgetary Impact: NA.

Recommendation: NA.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 11, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: Approval of Contract Award for Highway 11 Force Main Bore.

Action Requested: Award of Contract to Borco.

Attachment: Certified Bid Tab and Letter of Recommendation.

Prepared By: Travis Welborn, Public Works Director

Date: 5/6/2020

ABSTRACT ROUTING:

TC: 5/6/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

The existing force main from the Church Street Lift Station under Highway 11 is an 8" PVC force main. The Town has experienced multiple failures of this line in the past few years, and the State has instructed the Town to begin replacing it to avoid future SSO's. In order to accommodate future growth staff intends to replace the existing 8" force main with a new 12" force main. This is the next step in upsizing the entire force main, and staff hopes to accomplish this in small sections over a several year period to avoid a large upfront cost.

Bids were opened on Tuesday May 5, 2020. Four bids were received, with Borco being the lowest responsible bidder with a bid of \$142,673.40

Budgetary Impact: There was \$170,000 budgeted for this project in the approved budget and bids came in well below the budgeted amount.

Recommendation: Award of contract to Borco.



May 6, 2020

Ms. Terri Parker
Town Manager
Town of Winterville
2571 Railroad Street
Winterville, NC 28590

RE: Recommendation for Construction Contract Award
Hwy 11 Force Main Relocation
Winterville, North Carolina
TWC No. 2853-AM

Dear Ms. Parker:

Construction bids for the above-referenced project were received on May 5, 2020. Four bids were submitted in the amounts ranging from \$142,673.40 to \$220,500.00 as a base bid unit price contract. We are recommending award of the construction contract to Borco, Inc. (Greenville, NC), in the amount of One Hundred Forty-Two Thousand Six Hundred Seventy Three Dollars and Forty Cents (\$142,673.40) to include work under the base bid contingent upon concurrence from the Town Council. The contractor meets the obligation of being the lowest responsive, responsible bidder.

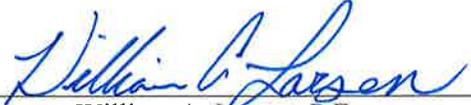
If the Town Council are in agreement with our recommendation, please sign and date all five (5) copies of the enclosed Notice of Award to Borco, Inc., and return all copies to our office at your earliest convenience.

A copy of the Certified Bid Tabulation and Unit Price Bid Summary are also enclosed for your reference.

If you have any questions, please contact our office.

Best Regards,

THE WOOTEN COMPANY

By: 
William A. Larsen, P.E.

Enc: Notice of Award
Certified Bid Tabulation
Unit Price Summary

Via: Email/Mail

Cc: TWC File

301 West 14th Street
Greenville, NC 27834

252.757.1096
Fax 252.757.3221

TOWN OF WINTERVILLE
 HWY 11 FORCE MAIN RELOCATION
 TWC PROJECT NO.: 2853-AM



THE WOOTEN COMPANY

301 W. 14th Street, Greenville, NC 27834
 252.757-1096 Fax: 252.757.3221

May 5, 2020 @ 2:00 pm

	CONTRACTORS	LIC. NO.	CLASS	BID BOND	DBE Aff. A or B	ADD. No. 1	TOTAL BASE BID	REMARKS
1	Borco 6682 NC Hwy 43 S Greenville, NC 27858	76684	PU	Check at 5%	B	✓	\$142,673.40	Lowest Bidder - Math Error
2	Tripp Bro's Inc. 4158 Norris Store Road Ayden, NC 28513	52247	Bid & PU	5%	A	✓	\$149,547.50	
3	Central Builders, Inc. 1120 Atlantic Avenue Rocky Mount, NC 27801	3680	Bid & PU	5%	A	✓	\$212,212.00	
4	Jones and Smith Contractors 1588 NC 102 East Ayden, NC 28513	66110	U	5%	A	✓	\$220,500.00	



This is to certify that the bids received herein were publicly opened and read at 2:00 p.m. on May 5, 2020 at the Winterville Town Hall, 2571 Railroad Street, Winterville, NC

William A. Larsen, P.E.

TOWN OF WINTERVILLE
 HWY 11 FORCE MAIN RELOCATION
 TWC Project No. 2853-AM

May 5, 2020 @ 2:00 pm		Borco, Inc.		Tripp Bro's, Inc.		Central Builders		Jones and Smith Contractors		Average of All Bids		Average of Three Low Bidders	
Item No.	Description	Est. Quantity	Unit	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price	Unit Price	Total Extended Price
1	New 12" Restrained Joint C-900 Force Main	245	LF	\$88.23	\$14,266.35	\$103.50	\$25,357.50	\$92.00	\$22,540.00	\$102.00	\$24,990.00	\$84.58	\$20,721.28
2	New 12" P401 Restrained Joint DIP	40	LF	\$185.85	\$6,234.00	\$80.15	\$3,206.00	\$180.00	\$7,200.00	\$185.00	\$7,400.00	\$138.87	\$5,546.67
3	New 12" FPVC Force Main	10	LF	\$57.20	\$572.00	\$78.15	\$781.50	\$103.00	\$1,030.00	\$102.00	\$1,020.00	\$79.45	\$794.50
4	New 24" Steel Encasement with 12" FPVC by Bore and Jack	185	LF	\$315.29	\$88,328.65	\$248.00	\$45,880.00	\$480.00	\$88,800.00	\$390.00	\$72,150.00	\$547.75	\$64,336.22
5	New 12" x 14" Tapping Sleeve and Valve	1	EA	\$8,536.00	\$8,536.00	\$16,210.00	\$16,210.00	\$11,000.00	\$11,000.00	\$15,700.00	\$15,700.00	\$11,915.33	\$11,915.33
6	New 12" Check Valve	1	EA	\$3,893.00	\$3,893.00	\$9,765.00	\$9,765.00	\$4,500.00	\$4,500.00	\$10,045.00	\$10,045.00	\$6,052.67	\$6,052.67
7	New 12" Plug Valve	2	EA	\$8,925.00	\$17,850.00	\$6,810.00	\$13,620.00	\$11,000.00	\$22,000.00	\$8,545.00	\$13,090.00	\$9,911.67	\$17,823.33
8	Abandon Existing 8" D.I. Force Main and Fill with Grout	110	LF	\$43.64	\$4,800.40	\$34.25	\$3,767.50	\$35.00	\$3,850.00	\$120.00	\$13,200.00	\$37.83	\$4,139.30
9	Removing Existing 8" D.I. Force Main	70	LF	\$35.00	\$2,450.00	\$20.00	\$1,400.00	\$20.00	\$1,400.00	\$70.00	\$4,900.00	\$25.00	\$1,750.00
10	New 8" Cap for Force Main Abandon	4	EA	\$561.25	\$2,205.00	\$525.00	\$2,100.00	\$890.00	\$3,560.00	\$1,200.00	\$4,800.00	\$655.42	\$2,621.67
11	New Valve Vault	1	EA	\$11,913.00	\$11,913.00	\$12,870.00	\$12,870.00	\$12,376.00	\$12,376.00	\$20,892.00	\$20,892.00	\$14,512.75	\$12,386.33
12	Remove Existing Valve Vault	1	EA	\$2,500.00	\$2,500.00	\$1,850.00	\$1,850.00	\$1,186.00	\$1,186.00	\$4,805.00	\$4,805.00	\$2,585.25	\$1,845.33
13	Undercut Unstable Pipe Foundation	15	CY	\$25.00	\$375.00	\$16.00	\$240.00	\$50.00	\$750.00	\$40.00	\$600.00	\$30.33	\$455.00
14	Select Backfill	20	CY	\$30.00	\$600.00	\$15.00	\$300.00	\$25.00	\$500.00	\$40.00	\$800.00	\$23.33	\$466.67
15	Earthwork	1	LS	\$1,800.00	\$1,800.00	\$4,750.00	\$4,750.00	\$19,000.00	\$19,000.00	\$17,633.00	\$17,633.00	\$8,516.67	\$8,516.67
16	Cleanup and Seeding Along Utility P	1	LS	\$2,350.00	\$2,350.00	\$2,000.00	\$2,000.00	\$4,124.00	\$4,124.00	\$1,400.00	\$1,400.00	\$2,468.50	\$2,824.67
17	Temporary Construction Entrance	1	EA	\$2,300.00	\$2,300.00	\$2,500.00	\$2,500.00	\$3,866.00	\$3,866.00	\$2,600.00	\$2,600.00	\$2,816.50	\$2,888.67
18	Inlet Protection	1	EA	\$250.00	\$250.00	\$250.00	\$250.00	\$516.00	\$516.00	\$600.00	\$600.00	\$379.00	\$338.67
19	Silt Fence Outlet	2	EA	\$200.00	\$400.00	\$300.00	\$600.00	\$257.00	\$514.00	\$600.00	\$1,000.00	\$314.25	\$504.67
20	Silt Fence	350	LF	\$3.00	\$1,050.00	\$6.00	\$2,100.00	\$10.00	\$3,500.00	\$6.50	\$2,975.00	\$6.33	\$2,216.67
	TOTAL				\$142,673.40		\$149,547.50		\$212,212.00		\$220,500.00		\$168,144.30



Notice of Award

Project: Highway 11 Force Main Relocation	Date: 5.6.2020
Owner: Town of Winterville	Owner's Contract No.:
Contract:	Engineer's Project No.: 2853-AM
Bidder: Borco, Inc.	
Bidder's Address: (send Certified Mail, Return Receipt Requested) 6682 Highway 43 South	
Greenville, North Carolina 27858	

You are notified that your Bid dated 5.5.2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the following:

Highway 11 Force Main Relocation

The Contract Price of your Contract is One Hundred Forty Two Thousand Six Hundred Seventy Three Dollars and Forty Cents (\$142,673.40).

5 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

5 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner 5 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Bonds as specified in the Instructions to Bidders, General Conditions Paragraph 5.01, and Supplementary Conditions Paragraph SC-5.01.
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Winterville (Attn. Douglas A. Jackson)

Owner

By: _____
Authorized Signature

Mayor

Title

Copy to Engineer

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____

this the _____ day of _____, 20__.

By: _____

Title: _____

2853-AM: 5/6/2020

00510-1

Notice of Award



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 11, 2020

Presenter: Travis Welborn, Public Works Director

Item to be Considered

Subject: Approval of Change Order #2 for 2018 Sidewalks Improvements Project.

Action Requested: Approve Change Order in the amount of \$35,190.43.

Attachment: Approve Change Order in the amount of \$35,190.43.

Prepared By: Travis Welborn, Public Works Director

Date: 5/1/2020

ABSTRACT ROUTING:

TC: 5/4/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

The Contractor for the 2018 Sidewalk Improvements Project completed the project in December 2019. The Contractor was delayed in completing the project due to the acquisition of an easement from the owner of the Dixie Queen Restaurant. Due to the delay being no fault of the Contractors the contract completion date shall be extended until after the project was completed. The change order also includes the cost of the additional work related to extra sidewalk on Ange Street and additional sidewalk repairs in Magnolia Ridge Subdivision. The Town Council had previously approved both of these items when the original contract was approved in the amount of \$30,000. Other additional items included in the change order are additional handicap ramps (one at Dixie Queen and one at Mellon Downs), an additional culvert pipe at the ditch across from Mellon Downs, additional curb removal and replacement along Mill St., a curb head adjacent to Main & Mill, and some additional sidewalk repairs in the Copper Creek Subdivision. All of these items were necessary to complete the project and/or were requested by the Town. Staff recommends approving this change order in the amount of \$35,190.43 for the additional work.

Budgetary Impact: This change order will increase the total project cost to \$180,267.93. Total project cost is still within the amount budgeted in the current fiscal year in the Powell Bill Fund. No additional funds are requested at this time.

Recommendation: Approval of Change Order.

Change Order Instructions

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

Town of Winterville Sidewalks 2018

Item #	Description	Original	Adjusted	New Amount	Total adjustment
1.	New Concrete Sidewalk	7500	750.50	8250.50	5373.58
2.	18" RCP Driveway Culvert	30	15	45	810.00
3.	24" RCP Driveway Culvert	30	2	32	229.60
4.	Handicap Ramp	2	2	4	3000.00
5.	Temp Straw Filled Wattles	5	-5	0	-750.00
6.	Repair Concrete Coopers Pt	1800	0	1800	0
7.	Remove Ex SW and Replace	3500	675	4175	6054.75
8.	Remove Ex SW & replace Dec	350	-50	300	-867.50
9.	Replace Water Meter Box	5	0	5	0
10.	Handicap Ramp	3	2	5	3000.00
11.	Concrete Ramp Parking lot	2	2	4	6300.00
12.	Inlet Protection	3	-3	0	-1500.00

Change order # 1 TOTAL \$ 21,650.43
13,886.00

Change order # 2 13,540.00

C&G 27 LF X \$ 40.00 \$ 1080.00

Sidewalk Curb 17 LF X 20.00 340.00

Repair Concrete Cooper Creek 175 X \$ 10.10 1767.50

Repair Concrete Magnolia Ridge 1025 X \$ 10.10 10,352.50

Original Contract \$ 131,691.50

CO #1 13,386.00

CO # 2 / adjustments 35190.43

Total amount \$ 180,267.93



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: May 11, 2020

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Approval of Next Round of Applicants for Town's Urgent Repair Program.

Action Requested: Approval of Applicant.

Attachment: Applicant List.

Prepared By: Donald Harvey, Town Clerk

Date: 4/29/2020

ABSTRACT ROUTING:

TC: 5/4/2020

TM: 5/7/2020

Final: tlp - 5/7/2020

Supporting Documentation

Staff will be submitting one (1) qualified applicant to Council on Monday night for approval to send to Rebuilding Together for vetting and inclusion in the Town's Urgent Repair Program for Spring 2020.

Budgetary Impact: There is currently \$20,000 in the Urgent Repair Fund. The budget for one (1) home is \$5,400.

Recommendation: Staff recommends Council approval of proposed applicant.

Town of Winterville

Urgent Repair Program

FY 2019-2020

Addresses		Phone	
Case # 1	238 Boyd Street	252-364-1001	\$5,400
Case # 2			\$5,400
Case # 3			\$5,400
Case # 4			\$5,400
Alternate			



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 11, 2020

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Set a Special Called Meeting to Conduct Town Manager's Performance Review.

Action Requested: Set a Meeting Date.

Attachment: NA.

Prepared By: Donald Harvey, Town Clerk

Date: 5/6/2020

ABSTRACT ROUTING:

TC: 5/4/2020

TM: 5/6/2020

Final: tlp - 5/6/2020

Supporting Documentation

It is that time of year again to set a Special Called Meeting Date to conduct the Town Manager's Performance Review. With that said, I offer the following dates as possible suggestions:

Suggested Dates:

Monday, June 1, 2020 at 5:30 pm (the FY 2020-2021 Budget Public Hearing is scheduled for 7:00 pm)

Tuesday, June 2, 2020 at 6:00 pm

Thursday, June 4, 2020 at 6:00 pm

Tuesday, June 9, 2020 at 6:00 pm

Unless the Council deems it necessary to change the process, I will author a Self-Evaluation and forward it to Council, in addition to sending the Performance Review instrument (which is a Council-adopted instrument). Each Board member will complete the Performance Review form and forward to Keen Lassiter and he will work with Council during the meeting to conduct said Performance Review.

Please let me know should you have any questions.

Thank you.

Budgetary Impact: TBD.

Recommendation: NA.