



WINTERVILLE TOWN COUNCIL AGENDA
MONDAY, JUNE 9, 2025 - 6:00 PM
WINTERVILLE TOWN HALL ASSEMBLY ROOM

- I. CALL TO ORDER.**
- II. INVOCATION.**
- III. PLEDGE OF ALLEGIANCE.**
- IV. WELCOME.**
- V. ROLL CALL.**
- VI. APPROVAL OF AGENDA.**
- VII. RECOGNITION OF NEW EMPLOYEES:**
 1. Jermaine Whitaker, Officer, Police Department.
 2. Devin Ivey, Officer, Police Department.
- VIII. PROCLAMATIONS:**
 1. Juneteenth, Freedom Day
 2. Parks and Recreation Month.
 3. Flag Day.
 4. Father's Day.
- IX. PRESENTATIONS:**
 1. Winterville Human Relations Board.
- X. PUBLIC HEARINGS:**
 1. 2020 Global Investments Annexation.
 2. Quail Trace Annexation.
 3. Hunsucker Rezoning.
 4. Stella Little Rezoning
- XI. 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.*

XII. 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 Council Meeting Minutes.
2. Budget Amendment 2024-2025-8.
3. Accessible Parks Project Grant Fund Ordinance.
4. T.A. Loving Change Order #3.
5. Street Resurfacing.
6. Recreation Professional Design Services for McGill Associates.
7. Authorized Signer for NCDEQ Funded Projects.

XIII. OLD BUSINESS:

XIV. NEW BUSINESS:

1. FY 2025-2026 Budget Ordinance.
2. Fire Department Master Plan and EMS Feasibility Study RFQ.
3. Resolution 25-R- 065 Opposing H.B. 765.
4. Brightspeed Encroachment Agreement.

XV. OTHER AGENDA ITEMS:

1. Pitt Community College. (Councilwoman Hawkins).
2. Constitutional Rights. (Councilwoman Hawkins).
3. Advertisements. (Councilwoman Hawkins).

XVI. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:

XVII. ANNOUNCEMENTS:

- See Attachment.

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

XIX. 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) 756-2221 ext. 2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*

XVI. ANNOUNCEMENTS ATTACHMENT:

- Friday Night Concert - Chocolate Chip & Co.: Friday, June 13, 2025 @ 7:00 pm - Winterville Recreation Park Amphitheater, 332 Sylvania Street, Winterville, NC.
- Planning and Zoning Board Meeting: Monday, June 16, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Board of Adjustment Meeting: Tuesday, June 17, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Stormwater Advisory Board Meeting: Wednesday, June 18, 2025 @ 6:00 pm – Operation Center.
- Juneteenth Holiday – Town Offices Closed: Friday, June 19, 2025.
- Coffee with a COP: Friday, June 20, 2025; 9:00 am – 10:30 am – Cooper’s Cup, 2588 Railroad Street, Winterville, NC.
- WHRB Juneteenth Celebration: Movie in the Park - SOUL: Friday, June 20, 2025 @ 8:00 pm - Winterville Recreation Park Amphitheater, 332 Sylvania Street, Winterville, NC.
- 2nd Annual Summer Bash! Saturday, June 21, 2025 11:00 am - 2:00 pm - Winterville Recreation Park Smith Field, 332 Sylvania Street, Winterville, NC.
- Recreation Advisory Board: Tuesday, June 24, 2025 @ 6:30 pm – Operation Center.
- Human Relations Board Meeting: Thursday, June 26, 2025 @ 7:00 – Town Hall Executive Conference Room.
- Mother & Son Movie Nights: Thursday, June 26th & Friday, June 27th @ 8:30 pm – A.G. Cox Middle School Gymnasium, 2657 Church Street, Winterville, NC.
- WHRB School's Out: Summer Fun Youth Event: Saturday, June 28, 2025 @8:00 pm – Hillcrest Park, 2418 Carmon Street, Winterville, NC.
- Independence Day Holiday – Town Offices Closed: Friday, July 4, 2025.
- August 2025 Newsletter Information Due: Monday, July 7, 2025.
- Regular Town Council Meeting (Cancelled): Monday, July 14, 2025 @ 6:00 pm - Town Hall Assembly Room.
- Board of Adjustment Meeting: Tuesday, July 15, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Stormwater Advisory Board Meeting: Wednesday, July 16, 2025 @ 6:00 pm – Operation Center.
- Coffee with a COP: Friday, July 18, 2025; 9:00 am – 10:30 am – Cooper’s Cup, 2588 Railroad Street, Winterville, NC.
- Friday Movie in the Park - Moana 2 (PG): Friday, July 18, 2025 @ 8:30 pm - Winterville Recreation Park Amphitheater, 332 Sylvania Street, Winterville, NC.
- Mommy & Me Tea Party: Saturday, July 19, 2025 11:00 am – 1:00 pm – Train Depot, 217 Worthington St., Winterville, NC.
- Planning and Zoning Board Meeting: Monday, July 21, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Recreation Advisory Board: Tuesday, July 22, 2025 @ 6:30 pm – Operation Center.
- August 4th Agenda Abstracts Due: Wednesday, July 23, 2025.
- Winterville Human Relations Board Meeting: Thursday, July 24, 2025 @ 7:00 – Town Hall Executive Conference Room.
- Friday Night Concert - The Main Event Band: Friday, July 25, 2025 @ 7:00 pm - Winterville Recreation Park Amphitheater, 332 Sylvania Street, Winterville, NC.
- 2025 NCBEMO Summer Conference: Friday, July 25, 2025 – Sunday, July 27, 2025 – O. Henry Hotel - 624 Green Valley Road, Greensboro, NC
- Agenda Review Meeting: Thursday, July 31, 2025 @4:00 pm – Town Hall Executive Conference Room.
- Regular Town Council Meeting: Monday, August 4, 2025 @ 6:00 pm - Town Hall Assembly Room.



PROCLAMATION

Juneteenth, Freedom Day – Thursday, June 19, 2025

WHEREAS, our country is made up of people from every nation on earth, who are declared equal not only in freedom but also in justice, both of which are essential for a healthy human civilization; and

WHEREAS, Our nation was conceived on July 4th, 1776 with the Declaration of Independence, the classic statement being, “We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness”; and

WHEREAS, at 2:00 pm on New Year’s Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as slaves within any State or designated part of a State “shall be then, thenceforward, and forever free”; and

WHEREAS, it took almost two and a half years for the news of freedom to gradually disseminate through the nation: on June 19, 1865, Union Soldiers arrived in Galveston, Texas and issued General Order No. 3 announcing freedom to some of the last slaves in America. This involves an absolute equality of personal rights and rights of property, between former masters and slaves, and the connection heretofore existing between them, become that between employer and hired labor; and

WHEREAS, June 19, or Juneteenth, has now been celebrated for 155 years and is nationally recognized as the National Freedom Day, commemorating the abolition of sanctioned slavery in the United States; and

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville hereby proclaim Thursday, June 19, 2025 as Juneteenth, Freedom Day 2025, acknowledge, and celebrate this critical day in African American history and encourage all residents to learn more about this day and join in its celebration.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 9th day of June 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION

PARKS AND RECREATION MONTH

WHEREAS, parks and recreation are an integral part of communities throughout this country, including the Town of Winterville; and

WHEREAS, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation are a leading provider of healthy meals, nutrition services and education; and

WHEREAS, park and recreation programming and education activities, such as out of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville hereby proclaim July as Parks and Recreation Month.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 9th day of June 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION

Flag Day – Saturday, June 14, 2025

Whereas, Americans have long observed Flag Day on June 14 as a time to honor our nation's symbol of freedom and democracy; and

Whereas, the Flag Resolution of 1777 determined that the flag of the then-13 Colonies of the United States would bear 13 stripes, alternating red and white, with a blue field filled with 13 white stars; and

Whereas, the first celebration of the American flag's birthday was held in 1877, on the 100th anniversary of its inception; in 1916, this anniversary became a nationally observed event through a proclamation by President Woodrow Wilson, which was following by the designation of National Flag Day by Congress on June 14, 1949; and

Whereas, today Flag Day is celebrated with parades, essay contests, ceremonies, and picnics sponsored by veterans' groups and other organizations to recognize the traditions, history, pride, and respect that Old Glory represents; and

Whereas, on Flag Day, we honor the servicemembers and veterans of the United States Armed Forces who have made sacrifices to protect the freedoms that are symbolized by the American Flag; and

Whereas, the Town of Winterville joins all Americans in celebrating Flag Day and commemorating our Nation's emblem for the hope it still inspires in the American people;

THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville do hereby proclaim June 14, 2025, as "Flag Day" in the Town of Winterville and commend its observance to all citizens.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 9th day of June 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION

Father's Day – Sunday, June 15, 2025

WHEREAS, A special bond exists between a father and his children. On Father's Day, we recognize the important role fathers play in the American family, and we honor them for their strength, love, and commitment.

WHEREAS, is an officially proclaimed national observance.

WHEREAS, Fathers have a duty to love their children with all their hearts and prepare them to be independent, compassionate, and responsible citizens. A father's words and actions are critical in shaping the character of his children. A father's love helps teach them right from wrong, explains to them the consequences of bad decisions, and strengthens them with encouragement.

WHEREAS, as we honor our fathers on this day, we express our heartfelt appreciation for their leadership, support and protection for their children and families. We particularly recognize the many fathers who are far from home, serving our Nation and defending the cause of freedom around the world. They have answered a great call and live by a code of honor and duty that serves as an example for their sons and daughters and for all Americans.

THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville do hereby proclaim Sunday, June 15, 2025, as Father's Day and encourage all Americans to express love, admiration, and thanks to their fathers for their contributions to our lives and to society.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 9th day of June 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: June 9, 2025

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: 2020 Global Investments LLC.

Action Requested: Hold Public Hearing.

Attachment: Annexation Petition; Annexation Map; Legal Description; Town Clerk Sufficiency Resolution; Town Clerk Certificate of Sufficiency; Certified Notice of Public Hearing; and Draft Ordinance 25-O-061.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 5/28/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

Applicant: 2020 Global Investments LLC. Owners. (Eugene Wang is the agent).

Location: Vernon White Road (west of Milton Drive).

Parcel Numbers: 51910.

Site Data: 0.50 acres.

Zoning District: Agricultural-Residential (A-R).

Staff Analysis:

The owner of the site would like to annex into the Town of Winterville's Corporate Limits. The owners have applied for and obtained a Zoning Compliance Certificate to build one single family home on this existing parcel.

Anticipated Annexation Schedule:

4/14/25: Direct Town Clerk to Investigate Sufficiency.

5/12/25: Schedule Public Hearing.

6/9/2025: Hold Public Hearing.

Budgetary Impact: TBD.

Recommendation Staff recommends Council approve Annexation with an Effective Date of June 30, 2025..

PETITION REQUESTING ANNEXATION

Date: 12/17/2024

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.

- All owners of the property must sign.

2 The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

LYING AND BEING IN PITT COUNTY, WINTERVILLE TOWNSHIP AND BEGINNING AT A POINT IN THE CENTER LINE OF SR 1130, SAID POINT BEING 260.42' N 42-00-00 W FROM A NAIL SET IN THE CENTER LINE OF SR 1130 AND THE CENTER LINE OF MILTON DRIVE, AND RUNNING THENCE S 47-55-35 W 30.00' TO THE POINT OF BEGINNING IN THE SOUTHERN RIGHT OF WAY LINE OF SR 1130; THENCE S 47-55-35 W 185.82' TO A POINT ON THE NORTH LINE OF THE L. WEATHERINGTON HEIRS PROPERTY; THENCE N 80-56-04 W 81.48' TO A POINT ON THE NORTH LINE OF THE L. WEATHERINGTON HEIRS PROPERTY; THENCE N 09-23-11 E FOR 66.68' TO A POINT; THENCE N, 47-55-35 E 184.92' TO A POINT IN THE SOUTHERN RIGHT OF WAY LINE OF SR 1130; THENCE S 42-00-00 E 105.00' AND ALONG THE SOUTHERN RIGHT OF WAY LINE OF SR 1130 TO THE POINT OF BEGINNING.

Name: Eugene Wang (2020 Global investments LLC)
Address: 3412 Flora Dr, Winterville, NC 28590

Signature

Yutian Wang

Name : Yutian Wang Address

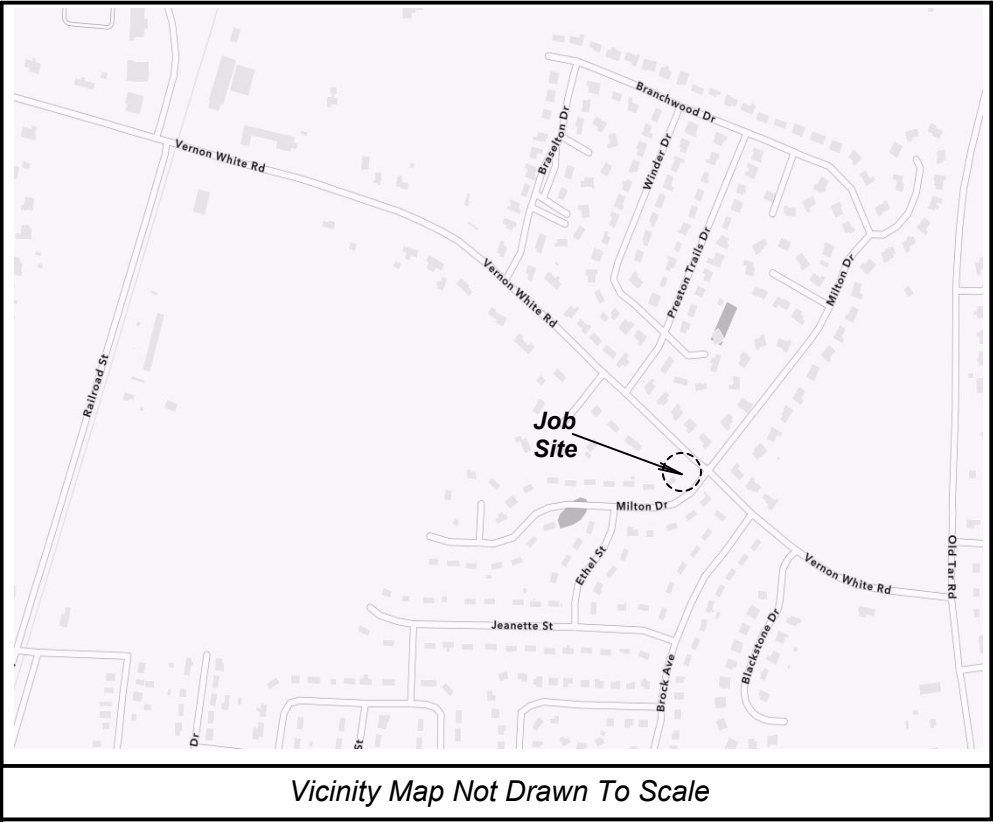
Signature:

Yutian Wang

Name

Address

Signature

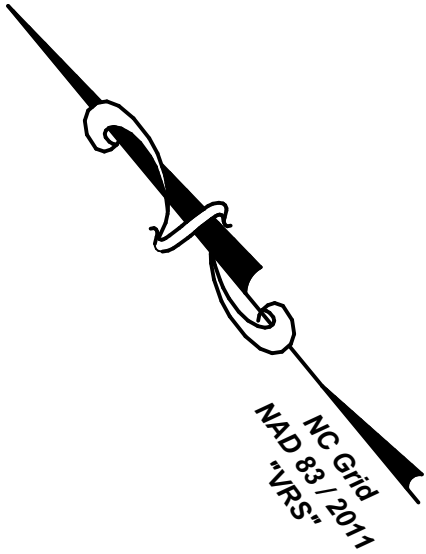


Vicinity Map Not Drawn To Scale

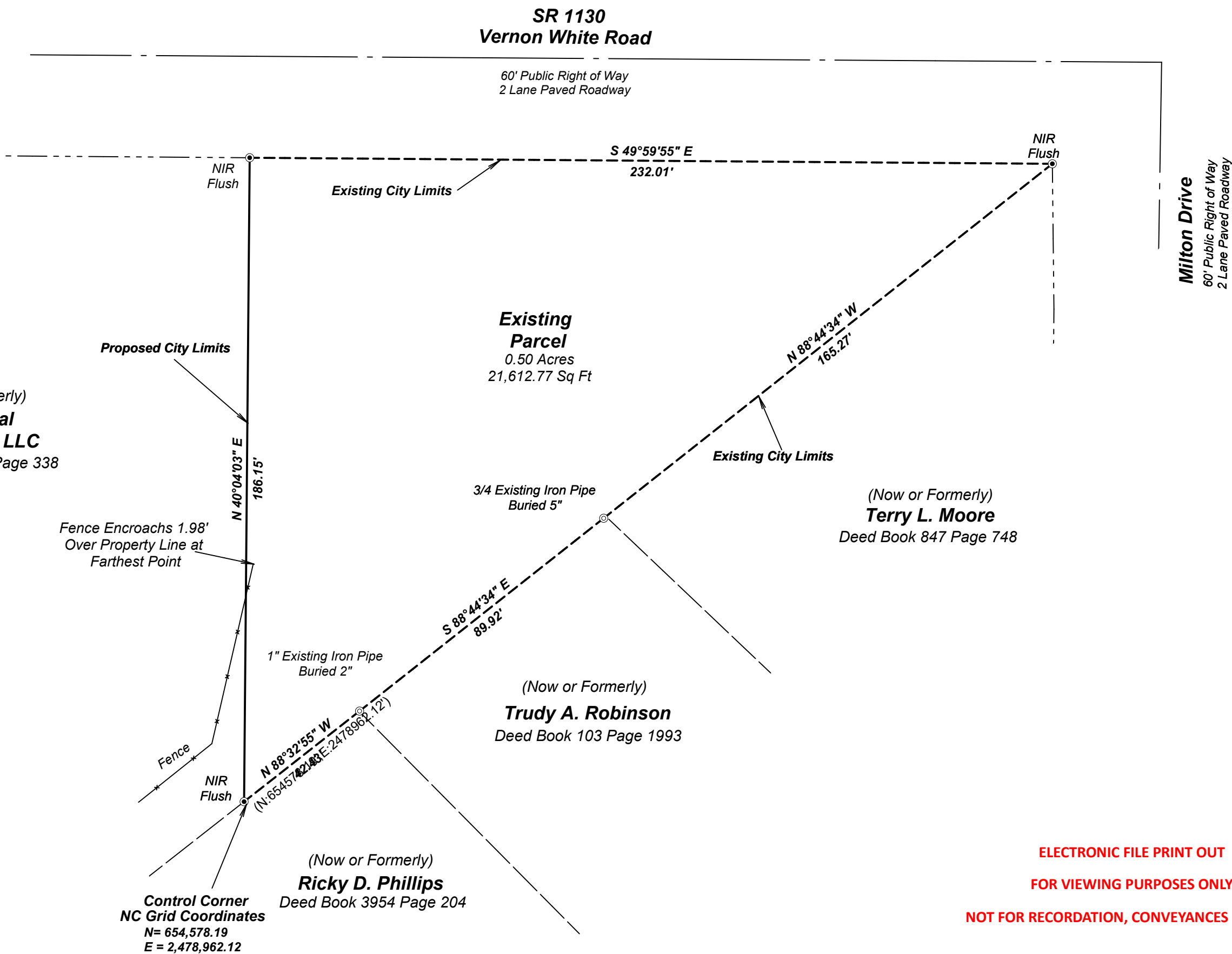
Vicinity Map

- A. This plat is subject to any facts that maybe disclosed by a full and accurate title search, as well as any right of ways easements, zoning regulations and restrictive covenants of record not shown hereon.
- B. Area computed by the Method of Coordinate Geometry
- C. All distances are horizontal ground unless otherwise noted
- D. Wetlands were not defined or mapped during this survey.
- E. Underground utilities are not included in this survey.

Special Notes



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NOT FOR RECORDATION, CONVEYANCES OR SALES.



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Review Officer

State of North Carolina County of Beaufort
I, _____, Review Officer of Beaufort County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date

Surveyor's Certificate and Parcel Status

I, Stuart H. Sorrell, a Professional Land Surveyor in the State of North Carolina, certify that this plat was drawn under my supervision from an actual survey performed under my supervision. That the boundaries surveyed are defined in Deed Book 4015 Page 338. That the boundaries not surveyed are clearly indicated. That the ratio of precision as calculated is 1: _____. That the following information was used to perform the GPS survey.

GPS receivers used: Spectra SP 80
Class of survey : C
Positional accuracy : 0.03'
Type of GPS field procedure : VRS
Dates of survey : August 16, 2023
Datum/Epoch : NAD 83 / 2011 adjustment
Published / Fixed control used : "VRS"
Geoid Model : GEOID 18
Combined Grid Factor : 0.99988844
Units : US FOOT

That this plat was prepared in accordance with GS 47-30 as amended. That this plat meets the requirements of GS 47-30 section F-11, as an existing parcel of land that does not create a new street or change and existing street.

Witness my original signature and seal this _____ day of _____, 2025
NOT FOR RECORDATION, CONVEYANCES OR SALES.

Stuart H. Sorrell, Professional Land Surveyor L-5562

Legend

- ⊙ EIP = Existing Iron Pipe
- ⊙ NIR = New Iron Rebar with Cap
- ⊙ Ex. Mon. = Existing Concrete Monument
- ⊙ Mag Nail= Magnetic Survey Nail
- NPS = No Point Set
- = Power Pole

- = Right of Way
- = Centerline
- = Lines Surveyed
- = Lines Not Surveyed
- = Power Line
- = Curbing
- = Water Boundary

R/W = Right of Way
PC = Point of Curvature
PT = Point of Tangency
All NIR's set are black iron rebar 5/8" in Diameter by 20" long with cap.
Linear Units are "US FOOT"
Angular Units are "Degrees, Minutes & Seconds"

An Annexation Map for:

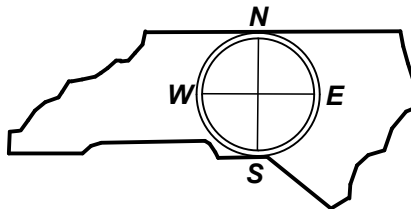
2020 Global Investments LLC.

Winterville Township
Scale 1" 30'

Pitt County, NC
Surveyed February 4, 2025

Sorrell Land Surveying, Inc.
Professional Land Surveyors

"Serving the Land Surveying needs of Eastern NC"



Hugh A. Sorrell, L-2849 Stuart H. Sorrell, L-5562

107 Union Alley Washington, NC
www.sorrellandsurveying.com
Office (252) 948-2464
Company License: C-3508

File:0420BHC01



Legal Description

Beginning at the Control Corner with NC Grid Coordinates N=654,578.19 E=2,478,962.12, as described in map titled "An Annexation Map for: 2020 Global Investments LLC. dated February 4, 2025, and running thence:

; thence N 40°04'03" E, a distance of 186.15'; thence S 49°59'55" E, a distance of 232.01'; thence N 88°44'34" W, a distance of 165.27'; thence N 88°44'34" W, a distance of 89.92' ; thence N 88°32'55" W, a distance of 42.43' to the POINT OF BEGINNING; said described tract containing 0.5 Acres, more or less.

This description is based on a survey conducted by Sorrell Land Surveying, Inc. on February 4, 2025, and is subject to any facts that may be disclosed by a full and accurate title search, as well as any right of ways, easements, zoning regulations, and restrictive covenants of record not shown hereon. Wetlands were not defined or mapped during this survey, and underground utilities are not included in this survey.

**RESOLUTION DIRECTING THE TOWN CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NCGS 160A-31**

**2020 GLOBAL INVESTMENTS LLC ANNEXATION
PARCEL NUMBER: 51910**

WHEREAS, petitions requesting annexation of an area described in said petitions were received December 17, 2024 by the Town Council; and

WHEREAS, NCGS 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Winterville seems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winterville that:

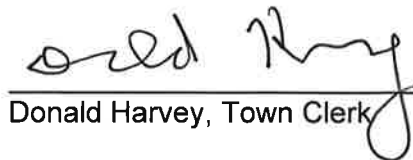
The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of the investigation.

Adopted this the 14th day of April 2025.




Richard E. Hines, Mayor

ATTEST:


Donald Harvey, Town Clerk

CERTIFICATE OF SUFFICIENCY

**2020 GLOBAL INVESTMENTS LLC ANNEXATION
PARCEL NUMBER: 51910**


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 15th day of April 2025.

ATTEST:





Donald Harvey, Town Clerk

CERTIFICATE OF SUFFICIENCY

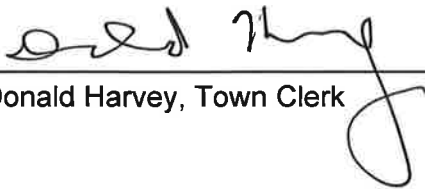
**2020 GLOBAL INVESTMENTS LLC ANNEXATION
PARCEL NUMBER: 51910**

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 15th day of April 2025.

ATTEST:



Donald Harvey, Town Clerk

**2020 Global- Parcel Number 51910
(478 VERNON WHITE RD)
Town Council Notice of Annexation & Public Hearing
Letters Mailed on 5.27.25**

**STATE OF NORTH CAROLINA
PITT COUNTY**

I, Stephen Penn, Director of Planning and Economic Development of the Town of Winterville, North Carolina, do hereby certify that copies of the attached notice and map were mailed, this day by first class mail, postage prepaid, to the owner of the parcel under consideration and to the owners, as shown on the Pitt County Tax Records, of all abutting parcels. A list of these property owners is also attached hereto.

WITNESS my hand this the 27 th day of, May 2025.

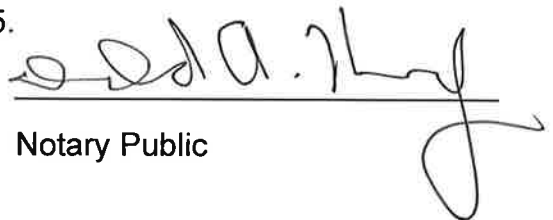


Director of Planning & Economic Development

**STATE OF NORTH CAROLINA
PITT COUNTY**

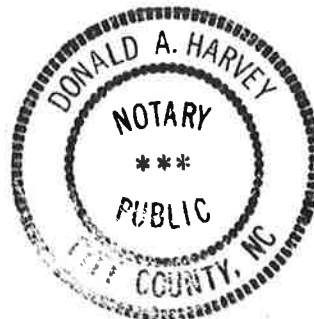
I, Donald A. Harvey, a Notary Public, do hereby certify that Stephen Penn, Economic Development Planner, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand this the 27 th day of, May 2025.



Notary Public

My Commission Expires June 8, 2025





WINTERVILLE

A slice of the good life!

2571 Railroad Street
PO Box 1459
Winterville, NC 28590

Phone (252)756-2221
Fax (252)756-3109
www.wintervillenc.com

Town Council-Public Hearing 2020 Global Investment Annexation

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on **Monday June 9, 2025** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request:

The Town of Winterville has received an annexation petition for 478 Vernon White Road, parcel number 51910 (0.52 acre parcel), on Vernon White Rd.

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting stephen.penn@wintervillenc.com or the Winterville Planning Department at (252) 756-2221 or at wintervillenc.com.

Citizens are encouraged to attend the meeting and are welcome to speak for or against the proposed rezoning at the meeting. Citizens may also view the hearing on the Winterville website at www.wintervillenc.com/videos . If for any reason you have difficulty accessing the Town's video page, please go to the Town's YouTube channel at: www.youtube.com/channel/UChejtVcuiD9O3_zzTrrBj4g .

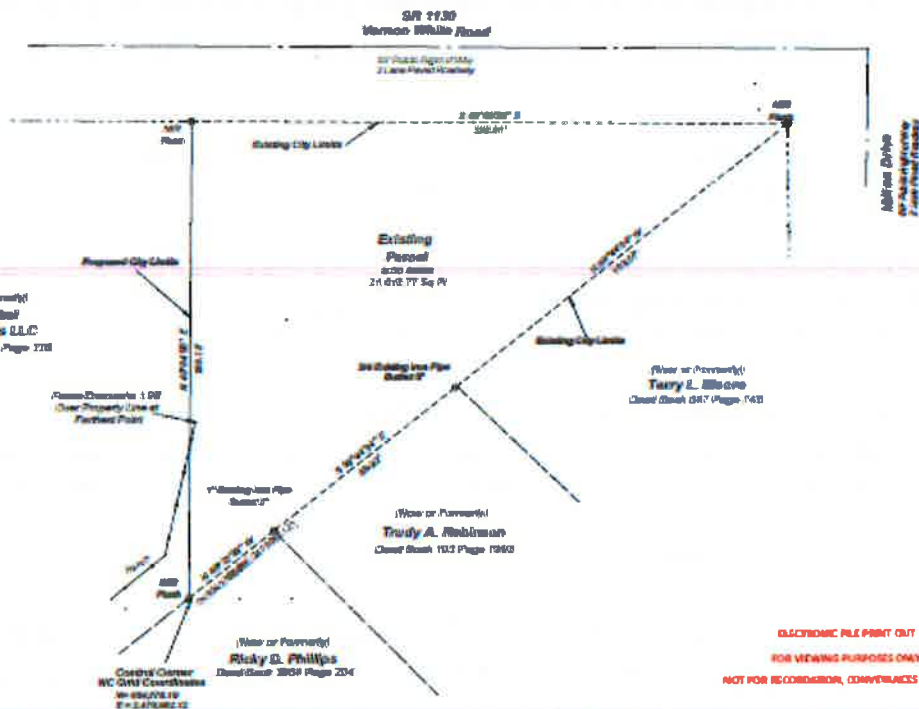
The public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to don.harvey@wintervillenc.com. Please include your name and address.



Vicinity Map

- Special Notes**
- This plat is subject to any facts that might otherwise be known or discovered by a prudent person, and the surveyor is not responsible for any errors or omissions in this plat.
 - Any discrepancies between the actual and the recorded data are the responsibility of the person who provided the data.
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Review Officer

David H. Smith, Surveyor of North Carolina
County of Davidson
I, _____, Review Officer of Davidson County, certify that the map or plat in which this certification is affixed meets all statutory requirements for recording.

Surveyor's Certificate and Parcel Status

I, David H. Smith, a Professional Land Surveyor in the State of North Carolina, certify that this plat was drawn under my supervision from an actual survey performed under my supervision. That the boundaries surveyed are defined in Deed Book 4115, Page 338. That the boundaries are surveyed and shown as shown. That the title of this plat is as follows: _____ That the following information was used to perform the GPS survey:

GPS receiver used: Spectra SP 90
Class of survey: C
Precision accuracy: 0.01'
Type of GPS base procedure: static
Date of survey: August 18, 2022
Datum/epoch: NAD 83 / 2011 adjustment
Published / Fixed points used: "NAD83"
Special Notes: (GEOID 16)
Control is not factor: 0
Units: US FOOT

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That this plat was prepared in accordance with G.S. 42-26 as amended. That this plat meets the requirements of G.S. 42-26 as amended. That this plat does not create a new record or change an existing record.

FOR VIEWING PURPOSES ONLY
NOT FOR RECORDATION, CONVEYANCES OR SALES.

Legend

- ① 1/2" = Existing Iron Pipe
- ② 1/2" = New Iron Rod with Cap
- ③ 1/2" = Existing Concrete Monument
- ④ 1/2" = New Concrete Monument
- ⑤ 1/2" = No Point Set
- ⑥ 1/2" = Power Line
- ⑦ 1/2" = Right of Way
- ⑧ 1/2" = Easement
- ⑨ 1/2" = Line Surveyed
- ⑩ 1/2" = Line Not Surveyed
- ⑪ 1/2" = Power Line
- ⑫ 1/2" = Curbing
- ⑬ 1/2" = River Boundary
- ⑭ 1/2" = Right of Way
- ⑮ 1/2" = Point of Curvature
- ⑯ 1/2" = Point of Tangency
- ⑰ 1/2" = Point of Intersection
- ⑱ 1/2" = Point of Beginning
- ⑲ 1/2" = Point of Beginning
- ⑳ 1/2" = Point of Beginning



An Association Map for:

2020 Global Investments LLC.

Midlandville Township, PBD County, NC
Scale: 1" = 30' Surveyed February 4, 2022

Sorell Land Surveying, Inc.
Professional Land Surveyors
"Survey the Land, Preserve the Past"



David H. Sorell, L-3869 Stuart H. Sorell, L-3862
1511 Liberty Way, Princeton, NC
www.sorelllandsurveying.com
Office: (704) 444-4444
Company: (704) 444-4444
Fax: (704) 444-4444

2020 GLOBAL INVESTMENTS LLC
PO BOX 31083
GREENVILLE, NC 27833

RICKY PHILLIPS
SELENA WARD
483 MILTON DR
WINTERVILLE, NC 28590

ELLIOT GRUHN
493 VERNON WHITE RD
WINTERVILLE, NC 28590

MCCOY ENC LLC
3113 CAMILLE DR
WINTERVILLE, NC 28590

TERRY MOORE
501 MILTON DR
WINTERVILLE, NC 28590

MARY BRANTLEY
473 MILTON DR
WINTERVILLE, NC 28590

JONI YVETTE MILLS
485 VERNON WHITE RD
WINTERVILLE, NC 28590

WW INVESTMENT PROPERTIES LLC
2358 PORTERTOWN RD
GREENVILLE, NC 27858

TRUDY ROBINSON
489 MILTON DR
WINTERVILLE, NC 28590

JAMES BATTLE
DENISE BATTLE
506 MILTON DR
WINTERVILLE, NC 28590

MARVIN ARNOLD
LINDA ARNOLD
479 VERNON WHITE RD
WINTERVILLE, NC 28590

Town of Winterville
Annexation Ordinance

Ordinance No: 25-O-061

Property Annexed: 2020 Global Investments LLC, Parcel 51910, 478 Vernon White Road.

Ordinance Adopted: June 9, 2025

Effective Date: June 30, 2025

Mail to:

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

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF WINTERVILLE, NORTH CAROLINA**

478 Vernon White Rd- Parcel Number 51910

WHEREAS, the Town Council has been petitioned under NCGS 160A-31 to annex the area described below; and

WHEREAS, the Town Council has, by resolution, directed the Acting Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Acting Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Winterville Town Hall at 6:00 pm on June 9, 2025 after providing mailed notice to adjoining property owners and those within 100 feet of the subject property May 27, 2025, and due notice was given by publication within The Daily Reflector on May 28, 2025 and June 4, 2025; and

WHEREAS, the Town Council finds that the petition meets the requirements of NCGS 160A-31;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winterville, North Carolina that:

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described territory is hereby annexed and made part of the Town of Winterville as of June 30, 2025:

Beginning at the Control Corner with NC Grid Coordinates N=654,578.19 E=2,478,962.12, as described in map titled "An Annexation Map for: 2020 Global Investments LLC. dated February 4, 2025, and running thence:

; thence N 40°04'03" E, a distance of 186.15'; thence S 49°59'55" E, a distance of 232.01'; thence N 88°44'34" W, a distance of 165.27'; thence N 88°44'34" W, a distance of 89.92' ; thence N 88°32'55" W, a distance of 42.43' to the POINT OF BEGINNING; said described tract containing 0.5 Acres, more or less.

This description is based on a survey conducted by Sorrell Land Surveying, Inc. on February 4, 2025, and is subject to any facts that may be disclosed by a full and accurate title search, as well as any right of ways, easements, zoning regulations, and restrictive covenants of record not shown hereon. Wetlands were not defined or mapped during this survey, and underground utilities are not included in this survey.

Section 2. Upon and after June 30, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Winterville and shall be entitled to the same privileges and benefits as other parts of the Town of Winterville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10.

Section 3. the Mayor of the Town of Winterville shall cause to be recorded in the Office of the Register of Deeds of Pitt County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such map shall also be delivered to the County Board of Elections, as required by NCGS 163-288.1.

Adopted this the 9th day of June 2025.

Richard E Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

North Carolina

Pitt County

I hereby certify that the foregoing is a true and accurate copy of an ordinance duly adopted by the Town Council of the Town of Winterville, North Carolina, at a meeting held on June 9, 2025 at 6 o'clock p.m. at the Town Hall in the Town of Winterville.

IN WITNESS WHEREOF I have hereunto set my hand and have caused the official corporate seal of the Town of Winterville to be affixed, this ____ day of June 2025.

Donald Harvey, Town Clerk

North Carolina

Pitt County

I, Kiesha B. Gardner, a Notary Public, do hereby certify that Donald Harvey, Town Clerk, personally, appeared before me this day and acknowledged the due execution of the foregoing certification, for the purpose therein expressed.

WITNESS my hand and notarial seal this ____ day of June 2025.

NOTARY PUBLIC

My Commission Expires: August 3, 2025



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: June 9, 2025

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Quail Trace Annexation

Action Requested: Hold Public Hearing.

Attachment: Annexation Petition; Annexation Map; Legal Description; Town Clerk Sufficiency Resolution; Town Clerk Certificate of Sufficiency; Certified Notice of Public Hearing; and Draft Ordinance 25-O-062.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 5/28/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

Applicant: Property Owners and Garden Street Communities.

Location: Between Reedy Branch Road and Highway 11. East of Copper Creek and Summer Winds.

Parcel Numbers: 16207.

Site Data: 34.18 acres.

Zoning District: R-10 CD- All external materials on constructed homes must consist of hardie plank, stone, or brick.

Staff Analysis:

The owner of the site would like to annex into the Town of Winterville's Corporate Limits. A Preliminary Plat was approved August 2024, for this site, showing 85 residential lots as well as a common/play area.

Anticipated Annexation Schedule:

4/14/25: Direct Town Clerk to Investigate Sufficiency.

5/12/25: Schedule Public Hearing.

6/9/2025: Hold Public Hearing.

Approve Annexation for an Effective Date of June 30, 2025.

Budgetary Impact: TBD.

Recommendation: Staff recommends Council approve Annexation with an Effective Date of June 30, 2025.

PETITION REQUESTING ANNEXATION

Date: 2.12.2025

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.

- All owners of the property must sign.

2 The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

See Attached Exhibit "A" for Legal Description

Name RYAN McLAWHORN Address 5093 Reedy Branch Rd.
Signature Ryan McLawhorn Winterville N.C. 28590

Name Dan McLawhorn Address 217 Northview Dr.
Signature Dan McLawhorn Chesapeake VA. 23322
-4022

Name _____ Address _____

Signature _____

PETITION REQUESTING ANNEXATION

Date: _____

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.

- All owners of the property must sign.

2 The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

See Attached Exhibit "A" for Legal Description

Name Mary B. Denton Address 3405 Teal Dr SW
McLaurhorn
Signature Mary B. McLaurhorn Wilson, N.C. 27893

Name _____ Address _____

Signature _____

Name _____ Address _____

Signature _____

PETITION REQUESTING ANNEXATION

Date: 2.3.2025

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.

- All owners of the property must sign.

2 The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

See Attached Exhibit "A" for Legal Description

Garden Steet Communities Southeast, LLC, applicant,
Name by Micheal Patrick Green, VP of Operations Address 100 West Garden Street, 2nd Floor, Pensacola, FL 32502

Signature 

Name _____ Address _____

Signature _____

Name _____ Address _____

Signature _____

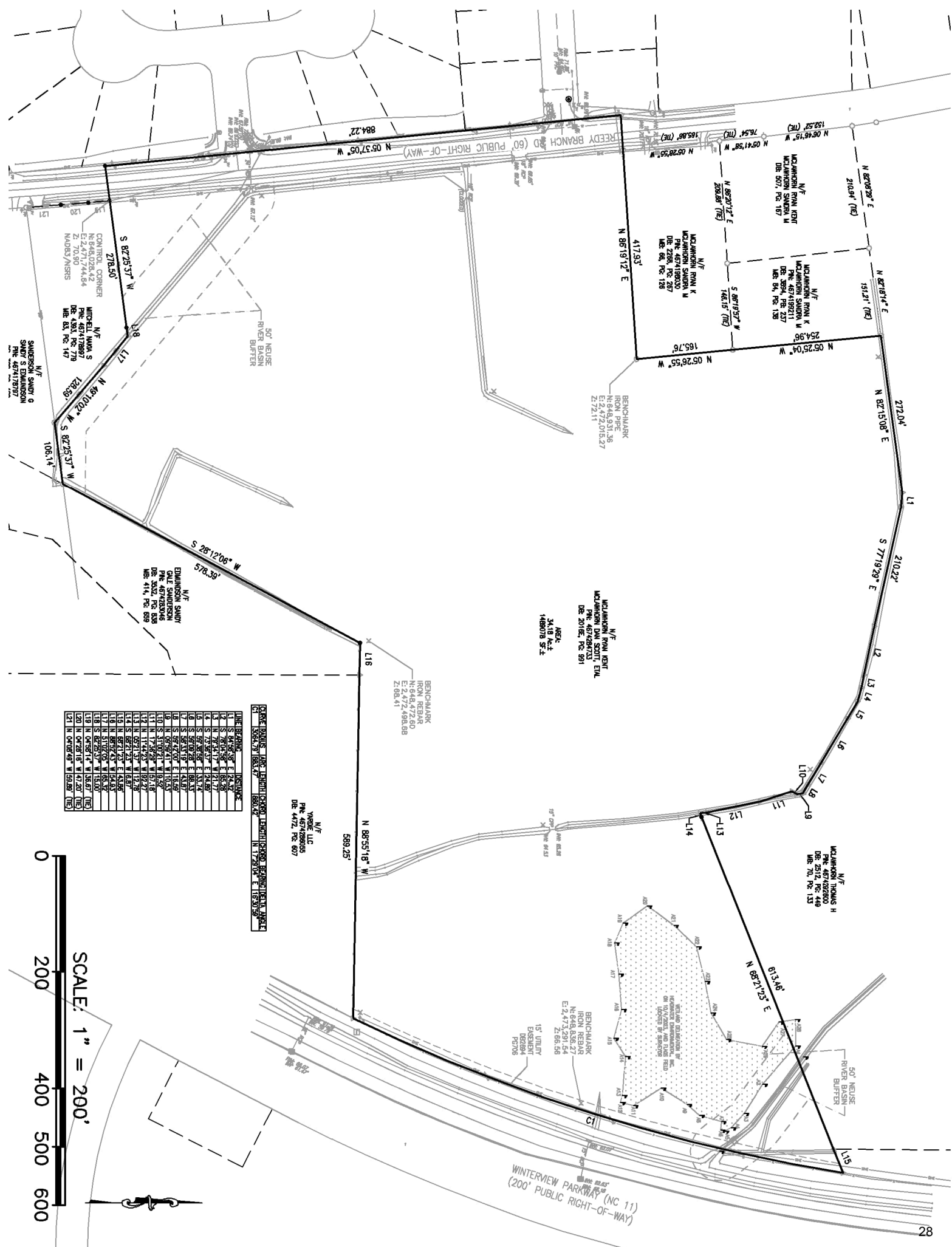


Exhibit "A"
Legal Description
Winterville, Pitt County, North Carolina

Beginning at a Point, said Point being located on the western right of way of NC 11 and being the northeastern most corner of Yardie, LLC tract as described and recorded in Deed Book 442, Page 607 in the Pitt County Register of Deeds.

Thence, from said Point of Beginning, along the northern line of the Yardie, LLC tract, North 88 degrees 55 minutes 18 seconds West for a distance of 589.25 feet to a point being the northeastern most corner of the Edmundson tract as described and recorded in Deed Book 3532, Page 838 in the Pitt County Register of Deeds; Thence, along the northern line of the Edmundson tract, North 88 degrees 52 minutes 43 seconds West for a distance of 54.93 feet to a point; Thence, along the western line of the Edmundson tract, South 28 degrees 12 minutes 06 seconds West for a distance of 578.39 feet to a point being the northeastern most corner of the Sanderson tract as described and recorded in Deed Book 368, Page 429 in the Pitt County Register of Deeds; Thence, along the northern line of the Sanderson tract, South 82 degrees 25 minutes 37 seconds West for a distance of 106.14 feet to a point being the eastern most corner of the McLawhorn tract as described and recorded in Deed Book 3759, Page 331 in the Pitt County Register of Deeds; Thence, along the eastern line of the Mitchell tract, North 49 degrees 10 minutes 02 seconds West for a distance of 128.59 feet to a point; Thence, continuing along the eastern line of the Mitchell tract, North 51 degrees 02 minutes 05 seconds West for a distance of 65.32 feet to a point; Thence, along the northern line of the Mitchell tract, South 82 degrees 25 minutes 37 seconds West for a distance of 15 feet to a point on the western right of way of Reedy Branch Road (SR 1131); Thence, along and with the western right of way of Reedy Branch Road (SR 1131), North 05 degrees 37 minutes 05 seconds West for a distance of 884.22 feet to a point; Thence, crossing Reedy Branch Road (SR 1131), along and with the southern line of the McLawhorn tract as described and recorded in Deed Book 2268, Page 267 in the Pitt County Register of Deeds, **North 86 degrees 19 minutes 12 seconds East for a distance of 417.93** feet to a point; Thence, along and with the eastern line of the McLawhorn tract, North 05 degrees 26 minutes 55 seconds West for a distance of 165.76 feet to a point being the northeastern most corner of the McLawhorn tract and also being a point on the southern line of the McLawhorn tract as described and recorded in Deed Book 2268, Page 267 in the Pitt County Register of Deeds; Thence, along and with the eastern line of the McLawhorn tract, North 05 degrees 25 minutes 04 seconds West for a distance of 254.96 feet to a point; Thence, along and continuing with the southern line of the McLawhorn tract as described in Deed Book 2512 Page 449 and recorded in the Pitt County Register of Deeds the following courses and distances: Thence, North 82 degrees 15 minutes 8 seconds East for a distance of 272.04 feet to a point; Thence, South 84 degrees 58 minutes 38 seconds East for a distance of 24.32 feet to a point; Thence, South 77 degrees 19 minutes 29 seconds East for a distance of 210.22 feet to a point; Thence, South 78 degrees 04 minutes 58

seconds East for a distance of 85.28 feet to a point; Thence, South 79 degrees 34 minutes 17 seconds East for a distance of 21.77 feet to a point; Thence, South 73 degrees 36 minutes 37 seconds East for a distance of 24.89 feet to a point; Thence, South 59 degrees 38 minutes 58 seconds East for a distance of 33.74 feet to a point; Thence, South 59 degrees 09 minutes 28 seconds East for a distance of 88.33 feet to a point; Thence, South 58 degrees 33 minutes 19 seconds East for a distance of 43.87 feet to a point; Thence, South 59 degrees 42 minutes 00 seconds East for a distance of 16.59 feet to a point; Thence, South 59 degrees 09 minutes 41 seconds East for a distance of 10.53 feet to a point; Thence, South 31 degrees 00 minutes 21 seconds West for a distance of 9.52 feet to a point; Thence, South 17 degrees 36 minutes 29 seconds East for a distance of 57.18 feet to a point; Thence, South 11 degrees 44 minutes 23 seconds East for a distance of 92.27 feet to a point; Thence, South 05 degrees 21 minutes 37 seconds East for a distance of 12.78 feet to a point; Thence, North 68 degrees 21 minutes 23 seconds East for a distance of 6.87 feet to a point; Thence, North 68 degrees 21 minutes 23 seconds East for a distance of 613.46 feet to a point; Thence, North 68 degrees 21 minutes 23 seconds East for a distance of 43.86 feet to a point; on the western right of way of NC 11; Thence, along and with the western right of way line of NC 11, along a curve to the right having a radius 3064.79 feet, a delta angle of 16° 30' 59", and arc angle of 883.47 feet, being subtended by a chord of South 17 degree 29 minutes 04 seconds West for a distance of 880.42 feet to the Point of Beginning. Containing 34.18 acres more or less.

**RESOLUTION DIRECTING THE TOWN CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NCGS 160A-31**

**QUAIL TRACE ANNEXATION
PARCEL NUMBER: 16207**

WHEREAS, petitions requesting annexation of an area described in said petitions were received February 12, 2025 by the Town Council; and

WHEREAS, NCGS 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Winterville seems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winterville that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of the investigation.

Adopted this the 14th day of April 2025.



ATTEST:

Richard E. Hines, Mayor

Donald Harvey, Town Clerk

CERTIFICATE OF SUFFICIENCY

QUAIL TRACE ANNEXATION

PARCEL NUMBER: 16207


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 15th day of April 2025.

ATTEST:





Donald Harvey, Town Clerk

CERTIFICATE OF SUFFICIENCY

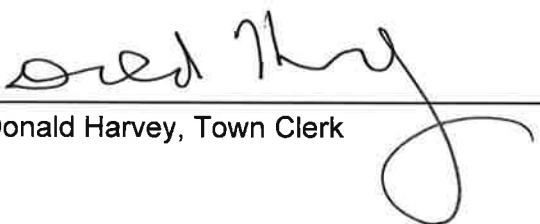
**QUAIL TRACE ANNEXATION
PARCEL NUMBER: 16207**

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 15th day of April 2025.

ATTEST:



Donald Harvey, Town Clerk

Quail Trace Annexation- Parcel Number 16207
Town Council Notice of Annexation & Public Hearing
Letters Mailed on 5.27.25

STATE OF NORTH CAROLINA
PITT COUNTY

I, Stephen Penn, Director of Planning and Economic Development of the Town of Winterville, North Carolina, do hereby certify that copies of the attached notice and map were mailed, this day by first class mail, postage prepaid, to the owner of the parcel under consideration and to the owners, as shown on the Pitt County Tax Records, of all abutting parcels. A list of these property owners is also attached hereto.

WITNESS my hand this the 27 th day of, May 2025.

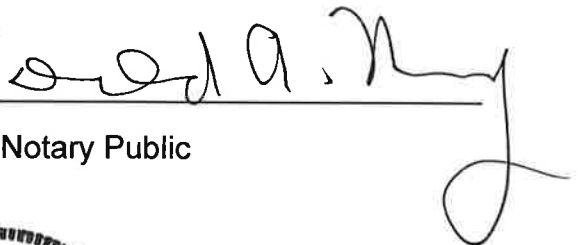


Director of Planning & Economic Development

STATE OF NORTH CAROLINA
PITT COUNTY

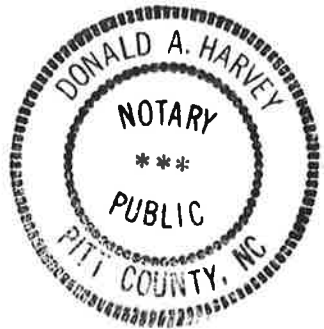
I, Donald A. Harvey, a Notary Public, do hereby certify that Stephen Penn, Economic Development Planner, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand this the 27 th day of, May 2025.



Notary Public

My Commission Expires June 8, 2025





WINTERVILLE

A slice of the good life!

2571 Railroad Street
PO Box 1459
Winterville, NC 28590

Phone (252)756-2221
Fax (252)756-3109
www.wintervillenc.com

Town Council-Public Hearing Quail Trace Annexation

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on **Monday June 9, 2025** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request:

The Town of Winterville has received an annexation petition for parcel number 16207 (34.18 acre parcel), on Reedy Branch Road and Winterville Parkway. This project is commonly referred to as Quail Trace Subdivision.

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting stephen.penn@wintervillenc.com or the Winterville Planning Department at (252) 756-2221 or at wintervillenc.com.

Citizens are encouraged to attend the meeting and are welcome to speak for or against the proposed rezoning at the meeting. Citizens may also view the hearing on the Winterville website at www.wintervillenc.com/videos . If for any reason you have difficulty accessing the Town's video page, please go to the Town's YouTube channel at: www.youtube.com/channel/UChejtVcuiD9O3_zzTrrBj4g .

The public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to don.harvey@wintervillenc.com. Please include your name and address.



THOMAS MCLAWHORN
904 HAVEL CT
CHARLOTTE, NC 28211

JACK JONES LLC
128 JERUSALEM RD
SEVEN SPRINGS, NC 28578

JONES AND SMITH CONTRACTORS
LLC
112 W FIRETOWER RD
WINTERVILLE, NC 28590

JASON BROMBERG
ELIZABETH BROMBERG
207 COPPER CREEK DR
WINTERVILLE, NC 28590

REJELLA WILLIAMS
419 CRIMSON DR
WINTERVILLE, NC 28590

C AND G PROPERTIES PITT COUNTY
LLC
709 KENSINGTON DR
GREENVILLE, NC 27858

RYAN MCLAWHORN
SANDRA MCLAWHORN
5093 REEDY BRANCH RD
WINTERVILLE, NC 28590

NAKIA MITCHELL
1709 BROWN PLACE DR
GREENVILLE, NC 27834

TERRA VENTURES GROUP LLC
1645 E ARLINGTON BLVD STE E
GREENVILLE, NC 27858

TRAVIS BULLUCK
LATOYA BULLUCK
413 CRIMSON DR
WINTERVILLE, NC 28590

JERRY MUMFORD
DIANE MUMFORD
207 CRIMSON DR
WINTERVILLE, NC 28590

WINTERGREEN COMMONS LLC
PO BOX 403
GREENVILLE, NC 27836

YARDIE LLC
1156 AUTUMN LAKES DR
GRIMESLAND, NC 27837

MARGARET HOLLINGSWORTH
MELISSA KELSON
5203 REEDY BRANCH RD
WINTERVILLE, NC 28590

JOHN KENROY JOHNSON SR
PHYLLIS THELMA ANN JOHNSON
208 COPPER CREEK DR
WINTERVILLE, NC 28590

HENRY NIMONS
TERESSA NIMONS
415 CRIMSON DR
WINTERVILLE, NC 28590

WILLIAM KUHN II
4226 DUNHAGAN RD
GREENVILLE, NC 27858

GLOBAL SIGNAL ACQUISITIONS IV
LLC
PMB 353-4017 WASHINGTON RD
MCMURRAY, PA 15317

Town of Winterville
Annexation Ordinance

Ordinance No: 25-O-062

Property Annexed: Quail Trace Subdivision, Parcel 16207, Reedy Branch Road.

Ordinance Adopted: June 9, 2025

Effective Date: June 30, 2025

Mail to:

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

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF WINTERVILLE, NORTH CAROLINA**

Quail Trace Subdivision- Parcel Number 16207

WHEREAS, the Town Council has been petitioned under NCGS 160A-31 to annex the area described below; and

WHEREAS, the Town Council has, by resolution, directed the Acting Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Acting Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Winterville Town Hall at 6:00 pm on June 9, 2025 after providing mailed notice to adjoining property owners and those within 100 feet of the subject property on May 27, 2025; and due notice was given by publication within The Daily Reflector on May 28, 2025 and June 4, 2025; and

WHEREAS, the Town Council finds that the petition meets the requirements of NCGS 160A-31;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winterville, North Carolina that:

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described territory is hereby annexed and made part of the Town of Winterville as of June 30, 2025:

Exhibit "A"
Legal Description
Winterville, Pitt County, North Carolina

Beginning at a Point, said Point being located on the western right of way of NC 11 and being the northeastern most corner of Yardie, LLC tract as described and recorded in Deed Book 442, Page 607 in the Pitt County Register of Deeds.

Thence, from said Point of Beginning, along the northern line of the Yardie, LLC tract, North 88 degrees 55 minutes 18 seconds West for a distance of 589.25 feet to a point being the northeastern most corner of the Edmundson tract as described and recorded in Deed Book 3532, Page 838 in the Pitt County Register of Deeds; Thence, along the northern line of the Edmundson tract, North 88 degrees 52 minutes 43 seconds West for a distance of 54.93 feet to a point; Thence, along the western line of the Edmundson tract, South 28 degrees 12 minutes 06 seconds West for a distance of 578.39 feet to a point being the northeastern most corner of the Sanderson tract as described and recorded in Deed Book 368, Page 429 in the Pitt County Register of Deeds; Thence, along the northern line of the Sanderson tract, South 82 degrees 25 minutes 37 seconds West for a distance of 106.14 feet to a point being the eastern most corner

of the McLawhorn tract as described and recorded in Deed Book 3759, Page 331 in the Pitt County Register of Deeds; Thence, along the eastern line of the Mitchell tract, North 49 degrees 10 minutes 02 seconds West for a distance of 128.59 feet to a point; Thence, continuing along the eastern line of the Mitchell tract, North 51 degrees 02 minutes 05 seconds West for a distance of 65.32 feet to a point; Thence, along the northern line of the Mitchell tract, South 82 degrees 25 minutes 37 seconds West for a distance of 15 feet to a point on the western right of way of Reedy Branch Road (SR 1131); Thence, along and with the western right of way of Reedy Branch Road (SR 1131), North 05 degrees 37 minutes 05 seconds West for a distance of 884.22 feet to a point; Thence, crossing Reedy Branch Road (SR 1131), along and with the southern line of the McLawhorn tract as described and recorded in Deed Book 2268, Page 267 in the Pitt County Register of Deeds, **North 86 degrees 19 minutes 12 seconds East for a distance of 417.93** feet to a point; Thence, along and with the eastern line of the McLawhorn tract, North 05 degrees 26 minutes 55 seconds West for a distance of 165.76 feet to a point being the northeastern most corner of the McLawhorn tract and also being a point on the southern line of the McLawhorn tract as described and recorded in Deed Book 2268, Page 267 in the Pitt County Register of Deeds; Thence, along and with the eastern line of the McLawhorn tract, North 05 degrees 25 minutes 04 seconds West for a distance of 254.96 feet to a point; Thence, along and continuing with the southern line of the McLawhorn tract as described in Deed Book 2512 Page 449 and recorded in the Pitt County Register of Deeds the following courses and distances: Thence, North 82 degrees 15 minutes 8 seconds East for a distance of 272.04 feet to a point; Thence, South 84 degrees 58 minutes 38 seconds East for a distance of 24.32 feet to a point; Thence, South 77 degrees 19 minutes 29 seconds East for a distance of 210.22 feet to a point; Thence, South 78 degrees 04 minutes 58 seconds East for a distance of 85.28 feet to a point; Thence, South 79 degrees 34 minutes 17 seconds East for a distance of 21.77 feet to a point; Thence, South 73 degrees 36 minutes 37 seconds East for a distance of 24.89 feet to a point; Thence, South 59 degrees 38 minutes 58 seconds East for a distance of 33.74 feet to a point; Thence, South 59 degrees 09 minutes 28 seconds East for a distance of 88.33 feet to a point; Thence, South 58 degrees 33 minutes 19 seconds East for a distance of 43.87 feet to a point; Thence, South 59 degrees 42 minutes 00 seconds East for a distance of 16.59 feet to a point; Thence, South 59 degrees 09 minutes 41 seconds East for a distance of 10.53 feet to a point; Thence, South 31 degrees 00 minutes 21 seconds West for a distance of 9.52 feet to a point; Thence, South 17 degrees 36 minutes 29 seconds East for a distance of 57.18 feet to a point; Thence, South 11 degrees 44 minutes 23 seconds East for a distance of 92.27 feet to a point; Thence, South 05 degrees 21 minutes 37 seconds East for a distance of 12.78 feet to a point; Thence, North 68 degrees 21 minutes 23 seconds East for a distance of 6.87 feet to a point; Thence, North 68 degrees 21 minutes 23 seconds East for a distance of 613.46 feet to a point; Thence, North 68 degrees 21 minutes 23 seconds East for a distance of 43.86 feet to a point; on the western right of way of NC 11; Thence, along and with the western right of way line of NC 11, along a curve to the right having a radius 3064.79 feet, a delta angle of 16° 30' 59", and arc angle of 883.47 feet, being subtended by a chord of South 17 degree 29 minutes 04 seconds West for a distance of 880.42 feet to the Point of Beginning. Containing 34.18 acres more or less.

Section 2. Upon and after June 30, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Winterville and shall be entitled to the same privileges and benefits as other parts of the Town of Winterville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10.

Section 3. the Mayor of the Town of Winterville shall cause to be recorded in the Office of the Register of Deeds of Pitt County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such map shall also be delivered to the County Board of Elections, as required by NCGS 163-288.1.

Adopted this the 9th day of June, 2025.

Richard E Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

North Carolina

Pitt County

I hereby certify that the foregoing is a true and accurate copy of an ordinance duly adopted by the Town Council of the Town of Winterville, North Carolina, at a meeting held on June 9, 2025 at 6 o'clock p.m. at the Town Hall in the Town of Winterville.

IN WITNESS WHEREOF I have hereunto set my hand and have caused the official corporate seal of the Town of Winterville to be affixed, this ____ day of June 2025.

Donald Harvey, Town Clerk

North Carolina

Pitt County

I, Kiesha B. Gardner, a Notary Public, do hereby certify that Donald Harvey, Town Clerk, personally, appeared before me this day and acknowledged the due execution of the foregoing certification, for the purpose therein expressed.

WITNESS my hand and notarial seal this ____ day of June 2025.

NOTARY PUBLIC

My Commission Expires: August 3, 2025



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: June 9, 2025

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Hunsucker Rezoning - (Second Submission Proposing R 12.5 CD).

Action Requested: Hold Public Hearing.

Attachment: Rezoning Application; Rezoning Map; Legal Description; Staff Report; P&Z Reasonableness and Consistency Statement; Certified Notice of Public Hearing; and Draft Ordinance 25-O-063.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 5/28/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

Applicant: Linwood Stroud & Matthew Hunsucker.

Location: Parcel 11644. Reedy Branch Rd. (Roughly 415' east of Davie St. along Reedy Branch Rd.).

Site Data: 41.33 Acres; Agricultural Land.

Current Zoning District: Agricultural Residential (AR).

Proposed Zoning District: R-12.5 Conditional District (CD): Conditions:

- Adjacent to Existing Parcels 46023, 46026, 46025, 46007, and 46021 only, all lots will be a minimum of 15,000 square feet.
- A 23 foot wide drainage easement shall be dedicated on the Hunsucker property adjacent to the eastern border of Colonial Woods (Existing Parcel 46007 only) shown in Pitt County Register of Deeds, Book 35, Page 183, Section 1, and the existing 15 foot wide drainage easement (adjacent to Existing Parcels 46023, 46026, 46025, and 46021 only) displayed in Book 35, Page 184, Section 2 shall be widened to 23 feet.
- Home exteriors must only consist of fiber cement board, brick, or stone.
- Home must have a minimum of a 12-inch roof overhang/eave.

Comprehensive Plan/Future Land Use Plan Character Area: Suburban Residential Character Area.

Staff Analysis: The 41.33-acre property is currently vacant and farmed land. The surrounding uses are dominated by single-family detached homes and agricultural land. The Comprehensive Land Use Plan designates this area as "Suburban Residential Character Area" and supports an R 12.5 Zoning District. The applicants have also proposed additional conditions above and beyond the requirements of the town. The applicant worked with the neighboring property to alleviate some of their concerns. Staff believes that today's proposal represents an amazing collaborative effort and compromise between the two parties.

The rezoning request is consistent with the intent and purpose of the Comprehensive Land Use Plan, the Future Land Use Map and is compatible with the existing development and trends in the surrounding area.

Please review the attached documents, staff report, Comprehensive Land Use Plan, and Zoning Ordinance for more detail and information on the proposal.

Planning and Zoning Unanimously approved this rezoning at their April 21, 2025 Meeting.

Budgetary Impact: TBD.

Recommendation Staff recommends Council approve Rezoning with an Effective Date of June 30, 2025..

OWNERSHIP INFORMATION:

Applicant: Linwood Stroud (agent) and Matt Hunsucker (agent)

Address: 107-B Commerce St, Greenville, NC, 27858 and 1210 Ballyhask Pl, Raleigh, NC 27607

Phone #: 252-756-9352 and 404-386-1488

Owner: Wayland A Hunsucker and Sue Ellen Bridgers, Trustee of Bridgers Family Irrevocable Trust

Address: PO Box 1896, Winterville, NC 28590

Phone #: 252-531-3191

PROPERTY INFORMATION

Parcel #: 11644 Area (square feet or acres): 41.33

Current Land Use: Agricultural

Location of Property: Ingress off of Reedy Branch Rd west of and adjacent to 6083 Reedy Branch Rd

ZONING REQUEST

Existing Zoning: AR Requested Zoning: R-12.5 CD (see attached Exhibit A)

Reason for zoning change: Following Winterville's Comprehensive Land Use Plan (adopted October 14, 2019) calling for Suburban Residential Zoning

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, Wayland Abbott Hunsucker, 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 4 / 21 / 2025.

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.

- All owners of the property must sign the application.

Signature Wayland A. Hunsucker

Date 1/30/25

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.

- All owners of the property must sign the application. (see attached second signature page)

I, Wayland Abbott Hunsucker, being the Owner of the property described herein, do hereby authorize Linwood Stroud and Matthew Hunsucker as agents for the purpose of this application.

Signature Wayland A. Hunsucker

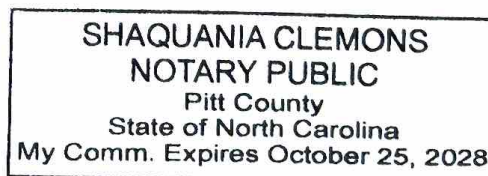
Date 1/30/25

Sworn to and subscribed before me, this 30 day of January, 2025.

Shaquania Clemons
Notary Public

My Commission Expires:

Oct 25, 2028



OWNER/AGENT STATEMENT

I, Sue Ellen Bridgers, Trustee of Bridgers Family Irrevocable Trust, 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 4 / 21 / 2025.

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.

- All owners of the property must sign the application.

Sue Ellen Bridgers
Signature

Jan. 23, 2025
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.

- All owners of the property must sign the application. (see attached second signature page)

I, Sue Ellen Bridgers, Trustee of Bridgers Family Irrevocable Trust, being the Owner of the property described herein,

do hereby authorize Linwood Stroud and Matthew Hunsucker as agents for the purpose of this application.

Sue Ellen Bridgers
Signature

Jan 23, 2025
Date

Sworn to and subscribed before me, this 23rd day of January, 2025.



Jessie I. Collier
Notary Public

My Commission Expires:

10/5/2027

EXHIBIT A – REZONING CONDITIONS

R-12.5 Conditional District:

- Adjacent to Existing Parcels 46023, 46026, 46025, 46007, and 46021 only, all lots will be a minimum of 15,000 square feet
- A 23 foot wide drainage easement shall be dedicated on the Hunsucker property adjacent to the eastern border of Colonial Woods (Existing Parcel 46007 only) shown in Pitt County Register of Deeds, Book 35, Page 183, Section 1, and the existing 15 foot wide drainage easement (adjacent to Existing Parcels 46023, 46026, 46025, and 46021 only) displayed in Book 35, Page 184, Section 2 shall be widened to 23 feet.
- Home exteriors must only consist of fiber cement board, brick, or stone
- Home must have a minimum of a 12-inch roof overhang/eave

Staff Use Only

Appl. #: _____ Fee Amount _____ Date Paid _____

Planning Board Recommendation: APPROVED Meeting Date: _____

DENIED

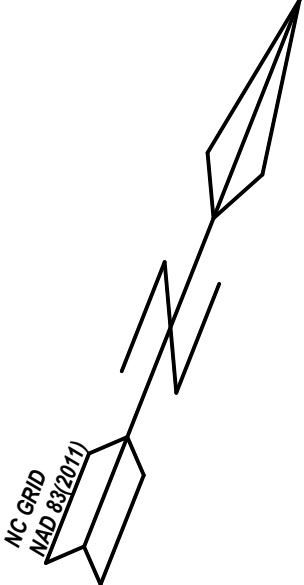
Conditions/Comments: _____

Town Council Decision: APPROVED Meeting Date: _____

DENIED

Conditions/Comments: _____

LINE TABLE:			
L1:	N 21°47'-19 W	154.63'	
L2:	N 81°17'-06 E	73.74'	
L3:	N 74°57'-20 E	51.46'	
L4:	S 67°57'-43 E	66.41'	
L5:	S 63°43'-14 E	82.57'	
L6:	S 26°02'-28 E	74.59'	
L7:	S 35°56'-03 E	46.38'	
L8:	S 29°10'-18 W	101.01'	
L9:	S 65°20'-22 W	110.04'	
L10:	S 65°10'-54 W	59.89'	
L11:	N 24°45'-08 W	209.89'	
L12:	N 65°10'-22 E	60.20'	



LEGEND:

- NIS = NEW #5 REBAR STAKE
- NPS = NO POINT SET
- PP = EXISTING IRON PIPE
- PP = POWER POLE
- EIS = EXISTING IRON STAKE
- B/C = BACK OF CURB
- R/W = RIGHT OF WAY
- ENM = EXISTING MAGNETIC NAIL
- ENP = NO POINT FOUND
- CLR INT = CENTERLINE ROAD INTERSECTION
- MBL = MINIMUM BUILDING LINE
- ECM = EXISTING CONCRETE MONUMENT
- ERRS = EXISTING RAILROAD SPIKE
- = CHAIN LINK FENCE
- = OVERHEAD ELECTRIC LINE
- = DRAWING NOT TO SCALE

ACREAGE: SITE DATA

PARCEL 11644 = 41.33 ACRES

NORTH CAROLINA PITT COUNTY TOWN OF WINTERVILLE

I, JAMES L. EDWARDS, CERTIFY THAT THIS MAP WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE BY ME, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM BOOK N/A, PAGE N/A, THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600), AS WELL AS COMPLIANCE WITH NORTH CAROLINA GENERAL STATUTE 47-30, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL, THIS 3RD DAY OF APRIL, 2023. I CERTIFY THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THIS GNSS SURVEY:

REVIEW OFFICER DATE

CLASS OF SURVEY = A
POSITIONAL ACCURACY = 0.10'
TYPE OF GPS FIELD PROCEDURE = NCVRS NETWORK RTK
DATES OF SURVEY: 12/29/22, 03/25/2023, 03/31/23
DATUM/FIXED CONTROL USED = NCVRS NETWORK
GEOID MODEL = GEOID18
COMBINED SCALE FACTOR = 0.999884694
UNITS = U.S. SURVEY FEET

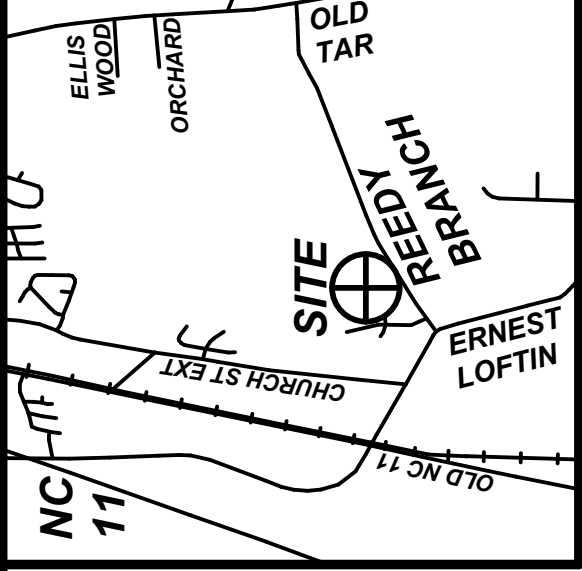
I CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.



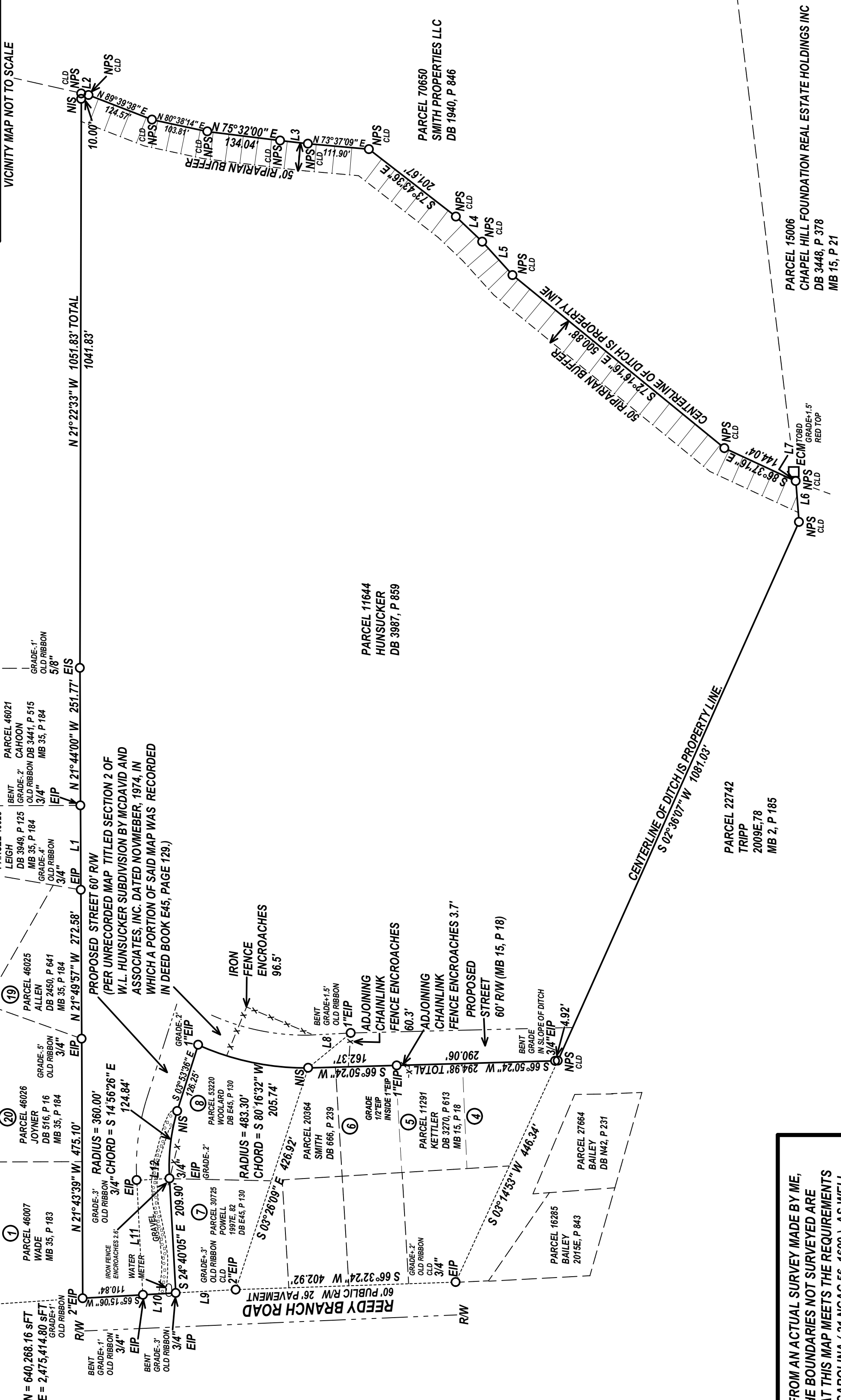
NOTES:

ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
AREA BY COORDINATE GEOMETRY.
SUBJECT LOCATED WITHIN A FLOOD HAZARD ZONE PER MAP 3720467400J EFFECTIVE 1/02/04.
SUBJECT LOCATED WITHIN THE ETJ OF THE TOWN OF WINTERVILLE AND IS ZONED AR.
DITCH ALONG SUBJECT PROPERTY'S NORTHERN PROPERTY LINE IS DESIGNATED AS BLUE LINE PER PITT COUNTY GIS.
50' RIPARIAN BUFFER EXISTS.

SCALE: 1 INCH = 150 FEET.



PARCEL 02149
EVANS
DB 3364, P 785



WAYLAND A. HUNSUCKER

PARCEL 11644
REEDY BRANCH ROAD
WINTERVILLE, NC, 28590

REFERENCES: DB 3987, P 859; MB 15, P 18; MB 15, P 21; DB 3270, P 613;
DB 666, P 239; DB E45, P 130; DB 516, P 16; DB 2450, P 641;
MB 2, P 185; MB 35, P 183; MB 35, P 184; DB 3949, P 12.

WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

SCALE : ONE INCH EQUALS ONE HUNDRED FIFTY FEET.

APRIL 3, 2023

JAMES L. EDWARDS LAND SURVEYING 0520714-7374 362 SECOND STREET, AYDEN, NC, 28513

LEGAL DESCRIPTION FOR PARCEL 11644, REEDY BRANCH ROAD, WINTERVILLE, NC:

BEGINNING AT AN EXISTING 2 INCH IRON PIPE LOCATED IN THE NORTHERN RIGHT OF WAY OF REEDY BRANCH ROAD, WITH NCGRID(2011) COORDINATES OF N= 640,268.16 sFT, E = 2,475,414.80 Sft, ALSO KNOWN AS THE POINT OF BEGINNING, AND BEING THE COMMON PROPERTY CORNER WITH THE SOUTHEASTERN PROPERTY CORNER OF PARCEL 46007, AND RUNNING N 21-43-39 W 475.10' TO AN EXISTING 3/4" IRON PIPE, THENCE N 21-49-57 W 272.58' TO A 3/4" EXISTING IRON PIPE, THENCE N 21-47-19 W 154.63' TO A BENT 3/4" EXISTING IRON PIPE; THENCE N 21-44-00 W 251.77' TO A 5/8" EXISTING IRON STAKE, THENCE N 21-22-33 W 1041.83' TO A NEW 5/8" IRON STAKE SET, THENCE N 21-22-33 W 10.00' TO A NO POINT SET IN THE CENTERLINE OF AN EXISTING DITCH, THENCE WITH THE CENTERLINE OF THE DITCH N 81-17-06 E 13.74' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE N 89-39-38 E 124.57' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE N 80-38-14 E 103.81' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE N 75-32-00 E 134.04' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE N 74-57-20 E 51.46' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE N 73-37-09 E 111.90' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 73-43-36 E 201.67' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 67-57-43 E 66.41' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 63-43-14 E 82.57' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 72-16-16 E 500.88' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 86-37-16 E 144.04' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 26-02-28 E 74.59' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 02-36-07 W 1081.03' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 66-50-24 W 4.92' TO AN EXISTING 3/4" IRON PIPE, THENCE S 66-50-24 W 290.06' TO AN EXISTING 1" IRON PIPE, THENCE S 66-50-24 W 162.37' TO A NEW 5/8" IRON STAKE SET, THENCE ALONG A CURVE WITH A RADIUS OF 483.30' AND A CHORD OF S 80-16-32 W 205.74' TO AN EXISTING 1" IRON PIPE, THENCE S 03-53-36 E 126.25' TO A NEW 5/8" IRON STAKE SET, THENCE ALONG A CURVE WITH A 360.00' RADIUS AND A CHORD OF S 14-56-26 E 124.84' TO AN EXISTING 3/4" IRON PIPE, THENCE S 24-40-05 E 209.90' TO AN EXISTING 3/4" IRON PIPE LOCATED IN THE NORTHERN RIGHT OF WAY OF REEDY BRANCH ROAD, AND THE COMMON CORNER OF LOT 7, THE SOUTHWESTERN PROPERTY CORNER OF PARCEL 30725, THENCE S 65-10-54 W 59.89' TO AN EXISTING 3/4" IRON PIPE, THENCE S 65-15-06 W 110.84' TO AN EXISTING 2" IRON PIPE, WHICH IS THE POINT OF THE BEGINNING, CONTAINING 41.33 ACRES.



Town of Winterville Planning Department
Hunsucker Rezoning- Zoning Staff Report
Second Submission- 2025- R 12.5 Conditional District Rezoning.

GENERAL INFORMATION

APPLICANT	Linwood Stroud & Matthew Hunsucker
HEARING TYPE	Rezoning Request
REQUEST	R-12.5 Conditional District (CD)
CONDITIONS	<ul style="list-style-type: none"> • Adjacent to Existing Parcels 46023, 46026, 46025, 46007, and 46021 only, all lots will be a minimum of 15,000 square feet. • A 23 foot wide drainage easement shall be dedicated on the Hunsucker property adjacent to the eastern border of Colonial Woods (Existing Parcel 46007 only) shown in Pitt County Register of Deeds, Book 35, Page 183, Section 1, and the existing 15 foot wide drainage easement (adjacent to Existing Parcels 46023, 46026, 46025, and 46021 only) displayed in Book 35, Page 184, Section 2 shall be widened to 23 feet. • Home exteriors must only consist of fiber cement board, brick, or stone. • Home must have a minimum of a 12-inch roof overhang/eave.
LOCATION	Reedy Branch Road
PARCEL ID NUMBER(S)	11644
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request on 4.9.2025 (P&Z). Notification was posted on site on 4.9.2025. 17 properties were mailed notification.
TRACT SIZE	41.33 +/- acres
TOPOGRAPHY	Flat
VEGETATION	Cleared, Wooded, Agricultural.

SITE DATA

EXISTING USE	Vacant/ Wooded
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ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
--------------------------	---------------	--------------------------



N	R-10.	Future site of Brookstone Phase 2 subdivision.
W	R-20.	Colonial Woods (ETJ) subdivision & Wooded land.
E	A-R.	Agricultural.
S	A-R; Reedy Branch.	Rural Single-Family Homes and Reedy Branch Road.

ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	A-R.	R-12.5 CD.
MAX DENSITY	TBD	TBD
TYPICAL USES	Low density neighborhood consisting of single-family residences along with limited home occupations and private and public community uses.	Quiet, medium-density neighborhood consisting of single-family residences along with limited home occupations and private and public community uses.

SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	TBD.
FLOODPLAIN	None Shown.
STREAMS	TBD.
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Site Plan / Construction Plan required.

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

LANDSCAPING & BUFFER REQUIREMENTS

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

TRANSPORTATION

STREET CLASSIFICATION	Reedy Branch Road. – NCDOT Road. Minor Thoroughfare on MPO Map.
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SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	650 AADT.
Level Of Service (Transportation Analysis) Current= 2016 Study; Future= 2045 Projection. * LOS is rated from A-F: A is the best, F the worst. * Roadway Improvement and street design is based upon achieving a minimum of LOS D on existing facilities and LOS C on new facilities.	Existing: Extremely Low "A". Future: Extremely Low "A".
TRIP GENERATION	TBD.
SIDEWALKS	Required.
TRAFFIC IMPACT STUDY (TIS)	TBD By NCDOT.
STREET CONNECTIVITY	N/A – Rezoning Phase.
OTHER	N/A

IMPACT ANALYSIS

Land Use Compatibility

The surrounding properties consist of single-family detached, agricultural land, or properties that are in review to become developed as single-family detached properties.

The proposed R-12.5 Conditional District would permit single-family detached developments and is consistent with the surrounding land uses.

Town of Winterville Comprehensive Land Use Plan Policies

The Future Land Use Map designates this property as a Suburban Residential character area. Suburban Residential Character area is defined as "Primarily the large lot, single family detached residential, that many people love about the town's housing stock.

Generally 2-3 dwellings per acre, larger lot, with front- and side loaded garages. Smaller lot sizes occasionally if minimum standards for open space and amenities are exceeded." R-12.5 is considered a potential zoning district within this character area.

The requested **R-12.5 CD** zoning district *is* consistent with this character area as defined by the future land use designation.

Comprehensive Land Use Plans - Recommendations & Implementation

Land Use - Recommendation:

- **Maintain and improve neighborhood character:**



- Encourage Open Space and amenities in new developments.
- **Reinforce the Town's Identity as a family-friendly community:**
 - Support rezoning to residential uses in the Suburban Residential and Urban Neighborhood areas as identified on the future land use map.

STAFF ANALYSIS AND RECOMMENDATION

Community Outreach

Applicant is encouraged to discuss this proposed rezoning with owners of surrounding properties. In this case, the applicant and the neighboring property owners worked closely together in order to bring today's proposal.

Staff Analysis

The 41.33-acre property is currently vacant and farmed land. The surrounding uses are dominated by single-family detached homes and agricultural land. The Comprehensive Land Use Plan designates this area as "Suburban Residential Character Area" and supports an R 12.5 Zoning District. The applicants have also proposed additional conditions above and beyond the requirements of the town. The applicant worked with the neighboring property to alleviate some of their concerns. Staff believes that today's proposal represents an amazing collaborative effort and compromise between the two parties.

The rezoning request is consistent with the intent and purpose of the Comprehensive Land Use Plan, the Future Land Use Map and is compatible with the existing development and trends in the surrounding area.

Staff Recommendation

Staff recommends **Approval** of the rezoning request for the 41.33 acres from A-R to R-12.5 CD with the following conditions:

- Adjacent to Existing Parcels 46023, 46026, 46025, 46007, and 46021 only, all lots will be a minimum of 15,000 square feet.
- A 23 foot wide drainage easement shall be dedicated on the Hunsucker property adjacent to the eastern border of Colonial Woods (Existing Parcel 46007 only) shown in Pitt County Register of Deeds, Book 35, Page 183, Section 1, and the existing 15 foot wide drainage easement (adjacent to Existing Parcels 46023, 46026, 46025, and 46021 only) displayed in Book 35, Page 184, Section 2 shall be widened to 23 feet.
- Home exteriors must only consist of fiber cement board, brick, or stone.
- Home must have a minimum of a 12-inch roof overhang/eave.



**Town of Winterville
Rezoning Request
Statement of Consistency & Reasonableness**

**Hunsucker Rezoning- R 12.5 CD.
April 21, 2025- Planning and Zoning Board Meeting**

Consistency:

The proposed rezoning request is **consistent with the Town of Winterville's Comprehensive Land Use Plan** as parcel 11644 is designated as "Suburban Residential" on the Future Land Use Map.

**The Town of Winterville governing boards must approve written statements documenting their consideration of the plans when making rezoning and zoning text amendment decisions, although they do not have to take actions that are consistent with the plan.*

Decision: In review of the Winterville Comprehensive Land Use Plan, the Hunsucker Rezoning Amendment is found to be consistent with the Town of Winterville Comprehensive Plan on April 21, 2025.

P&Z Approved: Yes ☒ No ☐ Vote: UAA

Reasonableness:

The rezoning request **is** reasonable and in the public interest, in that it **allows** for land uses that are harmonious with surrounding land uses, land uses in close proximity, and is in the public interest:

- The Town of Winterville governing boards must adopt a statement of reasonableness for each rezoning. These factors are suggested and not mandated, as not all factors will be relevant to all zoning decisions. The following list of factors should be considered in a reasonableness analysis. **The Town of Winterville is considering:**

- i. The size, physical conditions, and other attributes of the area proposed to be rezoned;

Applicable? Y/N	If applicable, is the proposal reasonable: Decision _____
-----------------	--

- ii. The benefits and detriments to the landowners, the neighbors, and the surrounding community;

Applicable? Y/N	If applicable, is the proposal reasonable: Decision _____
-----------------	--

- iii. The relationship between the current, actual, and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment;

Applicable? Y/N	If applicable, is the proposal reasonable: Decision _____
-----------------	--

- iv. Why the action taken is in the public interest; and

Applicable? Y/N	If applicable, is the proposal reasonable: Decision _____
-----------------	--

- v. Any changed conditions warranting the amendment

Applicable? Y/N	If applicable, is the proposal reasonable: Decision _____
-----------------	--

In Review of the Hunsucker Rezoning Amendment, the rezoning request is reasonable and in the public interest, in that it allows for land uses that are harmonious with surrounding land uses and land uses in close proximity as found on April 21, 2025 by the Winterville Planning and Zoning Board.

P&Z Approved: Yes ☒ No ☐ Vote: Unan.

Vote to Approve or Deny Rezoning:

In review of the Hunsucker rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Planning and Zoning Board recommends **approval** of the rezoning request by Linwood Stroud and Matthew Hunsucker, to rezone 41.33 acres of property (Parcel # 11644), adjacent to Reedy Branch Road, from Agricultural-Residential (AR) to R-12.5 Conditional District (CD).

Conditions:

- Adjacent to Existing Parcels 46023, 46026, 46025, 46007, and 46021 only, all lots will be a minimum of 15,000 square feet.
- A 23 foot wide drainage easement shall be dedicated on the Hunsucker property adjacent to the eastern border of Colonial Woods (Existing Parcel 46007 only) shown in Pitt County Register of Deeds, Book 35, Page 183, Section 1, and the existing 15 foot wide drainage easement (adjacent to Existing Parcels 46023, 46026, 46025, and 46021 only) displayed in Book 35, Page 184, Section 2 shall be widened to 23 feet.
- Home exteriors must only consist of fiber cement board, brick, or stone.
- Home must have a minimum of a 12-inch roof overhang/eave.



Chair, Town of Winterville Planning and Zoning Board

4/21/2025
Date

*** Vote was unanimous (8-0).

Appendix/Other Considerations Specific to this Particular Rezoning:

****This rezoning is proposed as a Conditional District Rezoning. Conditional Districts contain additional considerations for their review:**

- **Conditional Districts:** In approving a Conditional District, the Town Council shall make the following affirmative findings:
 1. That the Use(s) requested is among those listed as an eligible Use in the corresponding General Zoning District.
 2. That the Use Limitations and Conditions as proposed and/or imposed for the Conditional District meet or exceed and/or are at least as restrictive as the minimum standards for the corresponding General Zoning District.
 3. That the Use Limitations and Conditions as proposed and/or imposed for the requested Conditional District can reasonably be implemented and enforced for the subject property.
 4. That when implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all those uses and the minimum standards of the corresponding General Zoning District.
 5. That the applicant has agreed to the use limitations and conditions as proposed and/or imposed for the requested Conditional District.

Document Links:

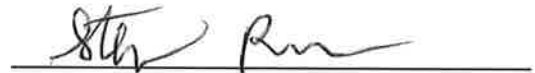
- Zoning Ordinance: https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112_zoning_ordinance_amend-7.1_executed.pdf
 - Zoning Districts and Table of Uses: Article V.
 - Rezoning Amendment Procedures: Article XIII.
 - Land Use Plan: <https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/winterville-land-use-plan-adopted-10-14-2019-reduced.pdf>
 - Future Land Use Map & Character areas: Section 4; beginning on page 43.
 - Plan Consistency & Reasonableness Guidance:
https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20ConsistencyStatements_160DGuidanceDoc%20Mar%202021.pdf
-

Hunsucker Rezoning- Parcel Number 11644
Town Council Notice of Rezoning & Public Hearing
Letters Mailed on 5.27.25

STATE OF NORTH CAROLINA
PITT COUNTY

I, Stephen Penn, Director of Planning and Economic Development of the Town of Winterville, North Carolina, do hereby certify that copies of the attached notice and map were mailed, this day by first class mail, postage prepaid, to the owner of the parcel under consideration and to the owners, as shown on the Pitt County Tax Records, of all abutting parcels. A list of these property owners is also attached hereto.

WITNESS my hand this the 27 th day of, May 2025.

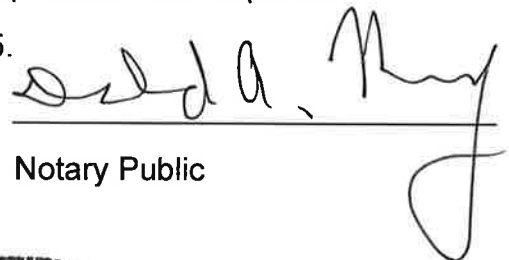


Director of Planning & Economic Development

STATE OF NORTH CAROLINA
PITT COUNTY

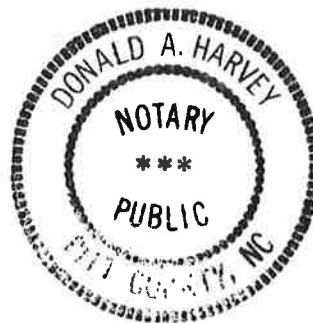
I, Donald A. Harvey, a Notary Public, do hereby certify that Stephen Penn, Economic Development Planner, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand this the 27 th day of, May 2025.



Notary Public

My Commission Expires June 8, 2025





WINTERVILLE

A slice of the good life!

2571 Railroad Street
PO Box 1459
Winterville, NC 28590

Phone (252)756-2221
Fax (252)756-3109
www.wintervillenc.com

Town Council-Public Hearing Hunsucker Rezoning

NOTICE IS HEREBY GIVEN that the Winterville Planning & Zoning Board will meet on **Monday June 9, 2025** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request:

The Town of Winterville has received a rezoning application for parcel number 11644. The 41.33 acre parcel is located off of Reedy Branch Road- as shown on the attached maps. The parcel is currently zoned Agricultural-Residential (A-R). The application is requesting to rezone the property to "R-12.5 Conditional District (CD)", in which the applicant has placed the following conditions to their rezoning:

- Adjacent to Existing Parcels 46023, 46026, 46025, 46007, and 46021 only, all lots will be a minimum of 15,000 square feet.
- A 23 foot wide drainage easement shall be dedicated on the Hunsucker property adjacent to the eastern border of Colonial Woods (Existing Parcel 46007 only) shown in Pitt County Register of Deeds, Book 35, Page 183, Section 1, and the existing 15 foot wide drainage easement (adjacent to Existing Parcels 46023, 46026, 46025, and 46021 only) displayed in Book 35, Page 184, Section 2 shall be widened to 23 feet.
- Home exteriors must only consist of fiber cement board, brick, or stone.
- Homes must have a minimum of a 12-inch roof overhang/eave.

The R-12.5 Residential District is a quiet, medium-density neighborhood consisting of single-family residences along with limited home occupations and private and public community uses.

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting stephen.penn@wintervillenc.com or the Winterville Planning Department at (252) 756-2221 or at wintervillenc.com.

Citizens are encouraged to attend the meeting and are welcome to speak for or against the proposed rezoning at the meeting. Citizens may also view the hearing on the Winterville website at www.wintervillenc.com/videos . If for any reason you have difficulty accessing the Town's video page, please go to the Town's YouTube channel at: www.youtube.com/channel/UChejtVcuiD9O3_zzTrrBj4g .

The public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to don.harvey@wintervillenc.com. Please include your name and address.



THOMAS MCLAWHORN
904 HAVEL CT
CHARLOTTE, NC 28211

JACK JONES LLC
128 JERUSALEM RD
SEVEN SPRINGS, NC 28578

JONES AND SMITH CONTRACTORS
LLC
112 W FIRETOWER RD
WINTERVILLE, NC 28590

JASON BROMBERG
ELIZABETH BROMBERG
207 COPPER CREEK DR
WINTERVILLE, NC 28590

REJELLA WILLIAMS
419 CRIMSON DR
WINTERVILLE, NC 28590

C AND G PROPERTIES PITT COUNTY
LLC
709 KENSINGTON DR
GREENVILLE, NC 27858

RYAN MCLAWHORN
SANDRA MCLAWHORN
5093 REEDY BRANCH RD
WINTERVILLE, NC 28590

NAKIA MITCHELL
1709 BROWN PLACE DR
GREENVILLE, NC 27834

TERRA VENTURES GROUP LLC
1645 E ARLINGTON BLVD STE E
GREENVILLE, NC 27858

TRAVIS BULLUCK
LATOYA BULLUCK
413 CRIMSON DR
WINTERVILLE, NC 28590

JERRY MUMFORD
DIANE MUMFORD
207 CRIMSON DR
WINTERVILLE, NC 28590

WINTERGREEN COMMONS LLC
PO BOX 403
GREENVILLE, NC 27836

YARDIE LLC
1156 AUTUMN LAKES DR
GRIMESLAND, NC 27837

MARGARET HOLLINGSWORTH
MELISSA KELSON
5203 REEDY BRANCH RD
WINTERVILLE, NC 28590

JOHN KENROY JOHNSON SR
PHYLLIS THELMA ANN JOHNSON
208 COPPER CREEK DR
WINTERVILLE, NC 28590

HENRY NIMONS
TERESSA NIMONS
415 CRIMSON DR
WINTERVILLE, NC 28590

WILLIAM KUHN II
4226 DUNHAGAN RD
GREENVILLE, NC 27858

GLOBAL SIGNAL ACQUISITIONS IV
LLC
PMB 353-4017 WASHINGTON RD
MCMURRAY, PA 15317

**AN ORDINANCE TO AMEND CHAPTER 155
ZONING ORDINANCE OF THE
CODE OF ORDINANCES OF THE
TOWN OF WINTERVILLE, NORTH CAROLINA
OFFICIAL ZONING MAP**

WHEREAS, Linwood Stroud, of Stroud Engineering, PA, and Matt Hunsucker, has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of the property described herein from Agricultural-Residential (A-R) to R-12.5 Conditional District (R-12.5 CD).

WHEREAS, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 6:00 p.m. on June 9, 2025, after providing mailed notice to adjoining property owners and those within 100 feet of the subject property on May 27, 2025; and due notice was given by publication within The Daily Reflector on May 28, 2025 and June 4, 2025; and

WHEREAS, due notice of said public hearing was also given by first class mail to the owners of all parcels, as shown on the County Tax Records, adjoining the parcel under consideration, certification of which has been to the Winterville Town Council; and

WHEREAS, due notice of said public hearing was also given by posting a rezoning request notice on the subject property;

WHEREAS, the Winterville Town Council finds that the proposed rezoning is in compliance with the Town of Winterville's Comprehensive Land Use Plan;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Winterville, North Carolina that:

Section 1. The Town of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from A-R to R-12.5 CD with the following conditions:

- Adjacent to Existing Parcels 46023, 46026, 46025, 46007, and 46021 only, all lots will be a minimum of 15,000 square feet.
- A 23 foot wide drainage easement shall be dedicated on the Hunsucker property adjacent to the eastern border of Colonial Woods (Existing Parcel 46007 only) shown in Pitt County Register of Deeds, Book 35, Page 183, Section 1, and the existing 15 foot wide drainage easement (adjacent to Existing Parcels 46023, 46026, 46025, and 46021 only) displayed in Book 35, Page 184, Section 2 shall be widened to 23 feet.
- Home exteriors must only consist of fiber cement board, brick, or stone.
- Home must have a minimum of a 12-inch roof overhang/eave.

**LEGAL DESCRIPTION OF PROPERTY
REZONED FROM A-R to R-12.5 CD**

LEGAL DESCRIPTION FOR PARCEL 11644, REEDY BRANCH ROAD, WINTERVILLE, NC:

BEGINNING AT AN EXISTING 2 INCH IRON PIPE LOCATED IN THE NORTHERN RIGHT OF WAY OF REEDY BRANCH ROAD, WITH NCGRID(2011) COORDINATES OF N= 640,268.16 sqft, E = 2,475,414.80 sqft, ALSO KNOWN AS THE POINT OF BEGINNING, AND BEING THE COMMON PROPERTY CORNER WITH THE SOUTHEASTERN PROPERTY CORNER OF PARCEL 46007, AND RUNNING N 21-43-39 W 475.10' TO AN EXISTING 3/4" IRON PIPE, THENCE N 21-49-57 W 272.58' TO A 3/4" EXISTING IRON PIPE, THENCE N 21-47-19 W 154.63' TO A BENT 3/4" EXISTING IRON PIPE; THENCE N 21-44-00 W 251.77' TO A 5/8" EXISTING IRON STAKE, THENCE N 21-22-33 W 1041.83' TO A NEW 5/8" IRON STAKE SET, THENCE N 21-22-33 W 10.00' TO A NO POINT SET IN THE CENTERLINE OF AN EXISTING DITCH, THENCE WITH THE CENTERLINE OF THE DITCH N 81-17-06 E 13.74' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE N 89-39-38 E 124.57' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE N 80-38-14 E 103.81' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE N 75-32-00 E 134.04' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE N 74-57-20 E 51.46' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE N 73-37-09 E 111.90' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 73-43-36 E 201.67' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 67-57-43 E 66.41' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 63-43-14 E 82.57' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 72-16-16 E 500.88' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 86-37-16 E 144.04' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 26-02-28 E 74.59' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 02-36-07 W 1081.03' TO A NO POINT SET IN THE CENTERLINE OF THE DITCH, THENCE S 66-50-24 W 4.92' TO AN EXISTING 3/4" IRON PIPE, THENCE S 66-50-24 W 290.06' TO AN EXISTING 1" IRON PIPE, THENCE S 66-50-24 W 162.37' TO A NEW 5/8" IRON STAKE SET, THENCE ALONG A CURVE WITH A RADIUS OF 483.30' AND A CHORD OF S 80-16-32 W 205.74' TO AN EXISTING 1" IRON PIPE, THENCE S 03-53-36 E 126.25' TO A NEW 5/8" IRON STAKE SET, THENCE ALONG A CURVE WITH A 360.00' RADIUS AND A CHORD OF S 14-56-26 E 124.84' TO AN EXISTING 3/4" IRON PIPE, THENCE S 24-40-05 E 209.90' TO AN EXISTING 3/4" IRON PIPE LOCATED IN THE NORTHERN RIGHT OF WAY OF REEDY BRANCE ROAD, AND THE COMMON CORNER OF LOT 7, THE SOUTHWESTERN PROPERTY CORNER OF PARCEL 30725, THENCE S 65-10-54 W 59.89' TO AN EXISTING 3/4" IRON PIPE, THENCE S 65-15-06 W 110.84' TO AN EXSTING 2" IRON PIPE, WHICH IS THE POINT OF THE BEGINNING, CONTAINING 41.33 ACRES.

End of Legal Description

Section 2. This action shall be shown on the Official Zoning Map.

Section 3. This ordinance shall become effective upon adoption.

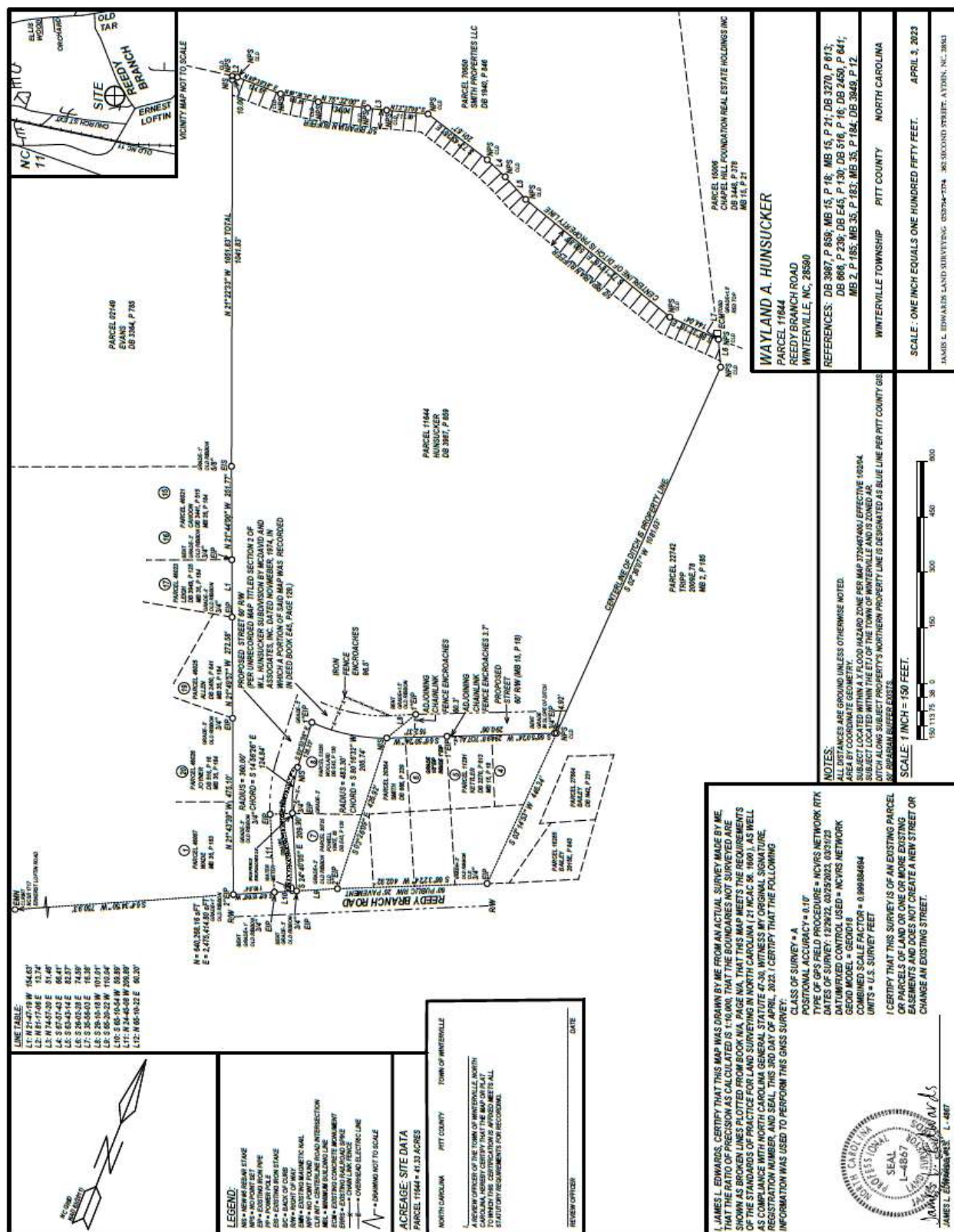
Adopted this 9TH day of June 2025.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

DRAFT





Town of Winterville Town Council Agenda Abstract

Item Section: Public Hearings

Meeting Date: June 9, 2025

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Stella Little Rezoning.

Action Requested: Hold Public Hearing.

Attachment: Rezoning Application; Rezoning Map; Legal Description; Staff Report; Concept Sketch Plan; P&Z Consistency Statement; Certified Notice of Public Hearing; and Draft Ordinance 25-O-064

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 5/28/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

Applicant: Lennar Carolinas, LLC.

Location: Northeastern Corner of Davenport Farm Road and Reedy Branch Road.

Parcel Numbers: 13781.

Site Data: This rezoning is for 25.055 acres. The existing parcel contains 26.99 Acres, however some of the land is being combined with the Reedy Branch Freewill Baptist Church.

Current Zoning District: Agricultural Residential (AR).

Proposed Zoning District: R-6 Conditional District (CD): Conditions:

1. Permitted uses shall be limited to Single-Family Detached Residential.
2. A minimum of ten percent (10%) of the net site shall be designated as open space.
3. At the time of construction drawing approval, a 70' right of way for future extension of Dr. Fulford Rd shall be dedicated.

Comprehensive Plan/Future Land Use Plan Character Area: Urban Neighborhood with a commercial overlay.

Staff Analysis: Staff recommends approval.

The proposed R-6 Conditional District aligns with designated Urban Neighborhood Character Area in which the Stella Little Property is designated within our Comprehensive Land Use Plan. The 25.055 site is surrounded by a variety of existing uses. Pitt Community College rests to the north, Sam's Club and other commercial properties lie to the east, while Farmstead, a large single-family residential development, is proposed to the West of this site. This proposed R-6 Conditional District, requires single-family detached development, providing an appropriate transition from the higher intensity uses, north and east of this property, to the lower intensity uses that are proposed, west of this property.

This product would help diversify our housing stock, while creating a neighborhood that is ideal for walkability and multi-modal travel to existing employment, educational, entertainment, and shopping opportunities.

Please review the attached documents, staff report, Comprehensive Land Use Plan, and Zoning Ordinance for more detail and information on the proposal.

P&Z Analysis:

- This rezoning received recommendation for approval at the February 17, 2025 Planning and Zoning Board Meeting. The vote was seven to one (7-1).

*** Important Information: During the March and April Town Council meeting, public hearings for this rezoning were scheduled. However, the applicant has requested delays, prior to these meetings. The applicant has requested that we schedule the Public Hearing for June 2025.

Budgetary Impact: TBD.

Recommendation Staff recommends Council approve Rezoning with an Effective Date of June 30, 2025.



**REZONING APPLICATION
TOWN OF WINTERVILLE**

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

Staff Use Only
Appl. # _____

OWNERSHIP INFORMATION:

Applicant: Lennar Carolinas, LLC

Address: 1800 Perimeter Park Drive, Suite 112, Morrisville NC 27560

Phone #: (984) 209-2952

Owner: Stella Little Farm, a North Carolina general partnership

Address: 217 King George Road, Greenville NC 27858

Phone #: _____

PROPERTY INFORMATION

Parcel #: A portion of 13781 Area (square feet or acres): 25.055 acres

Current Land Use: Agricultural, Single Family Residential

Location of Property: 226 Davenport Farm Road

ZONING REQUEST

Existing Zoning: AR Requested Zoning: R6-CD

Reason for zoning change: To facilitate the development of a single family detached residential neighborhood, which is aligned with the Town of Winterville Comprehensive Land Use Plan designation of Urban Neighborhood. This request is for an R-6 Conditional District.

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.

Attachment 1.

Zoning Conditions

1. Permitted uses shall be limited to single-family detached.
2. A minimum of ten percent (10%) of the net site area shall be designated as open space.
3. At the time of construction drawing approval, a 70-foot right-of-way for the future extension of Dr. Fulford Road shall be dedicated.

OWNER/AGENT STATEMENT

I, Sarah Van Every, 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 02 / 17 / 2025.

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.

- All owners of the property must sign the application.

Signature Sarah Van Every

Digitally signed by Sarah Van Every
DN: cn=Sarah Van Every, c=US,
email=vanevery@mcadamsco.com
Date: 2025.01.22 11:25:17 -05'00'

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.

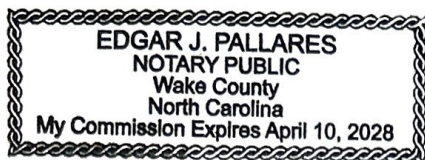
- All owners of the property must sign the application.

I, JOHN CHESTER LITTLE, being the Owner of the property described herein,
do hereby authorize Sarah Van Every as agent for the purpose of this
application.

John Chester Little
Signature

1/16/2025
Date

Sworn to and subscribed before me, this 16th day of January, 2025.



Edgar J. Pallares
Notary Public

My Commission Expires:

April 10, 2028

- All owners of the property must sign the application.

I, Linda W Little, being the Owner of the property described herein,
do hereby authorize Sarah Van Every as agent for the purpose of this
application.

Signature Linda W Little Date 01/17/2025

Sworn to and subscribed before me, this 10th day of January, 2025.

Jasmine Sawyer Lehman
Notary Public

My Commission Expires:

01.27.2027

Jasmine Sawyer Lehman
Notary Public
Wake County, NC
My Commission Expires 01/27/2027

- All owners of the property must sign the application.

I, Marvin Little, being the Owner of the property described herein,
do hereby authorize Sarah Van Every as agent for the purpose of this
application.

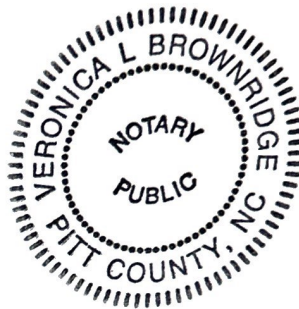
Marvin Little Date 1/17/25
Signature

Sworn to and subscribed before me, this 17th day of January, 2025.

Veronica L Browning
Notary Public

My Commission Expires:

April 12, 2025



- All owners of the property must sign the application.

I, Jean L. Cherry, being the Owner of the property described herein,
do hereby authorize Sarah Van Every as agent for the purpose of this
application.

Jean L. Cherry
Signature

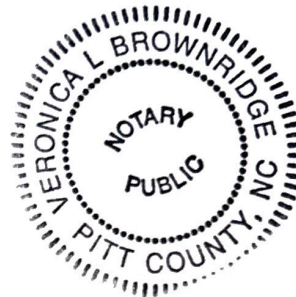
1-20-24
Date

Sworn to and subscribed before me, this 20th day of January, 2025.

Veronica L. Brownridge
Notary Public

My Commission Expires:

4/12/2027



- All owners of the property must sign the application.

I, Judy Lynn Little, being the Owner of the property described herein,
do hereby authorize Sarah Van Every as agent for the purpose of this
application.

Signature Judy L Little

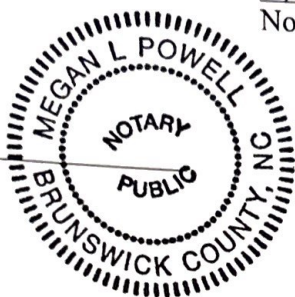
Date 1-17-2025

Sworn to and subscribed before me, this 17th day of January, 20 25.

Megan L. Powell
Notary Public

My Commission Expires:

06/22/2027



- All owners of the property must sign the application.

Please Complete
and notary

I, Mary L Floyd, being the Owner of the property described herein
do hereby authorize Sarah Van Every as agent for the purpose of this
application.

Mary L Floyd
Signature

1-21-25
Date

Sworn to and subscribed before me, this 21st day of January, 20 25.

Trevor Jackson
Notary Public

My Commission Expires:

10/22/2034



- All owners of the property must sign the application.

I, Philip Dwight EVENETT, being the Owner of the property described herein,
do hereby authorize Sarah Van Every as agent for the purpose of this
application.

Philip Dwight
Signature

1/17/25
Date

Sworn to and subscribed before me, this 17th day of January, 2025.

Brittany Noble
Notary Public

My Commission Expires:

01-18-2026



- All owners of the property must sign the application.

I, Robert W. Little, being the Owner of the property described herein,

do hereby authorize Sarah Van Every as agent for the purpose of this application.

Robert W. Little
Signature

1/16/2025
Date

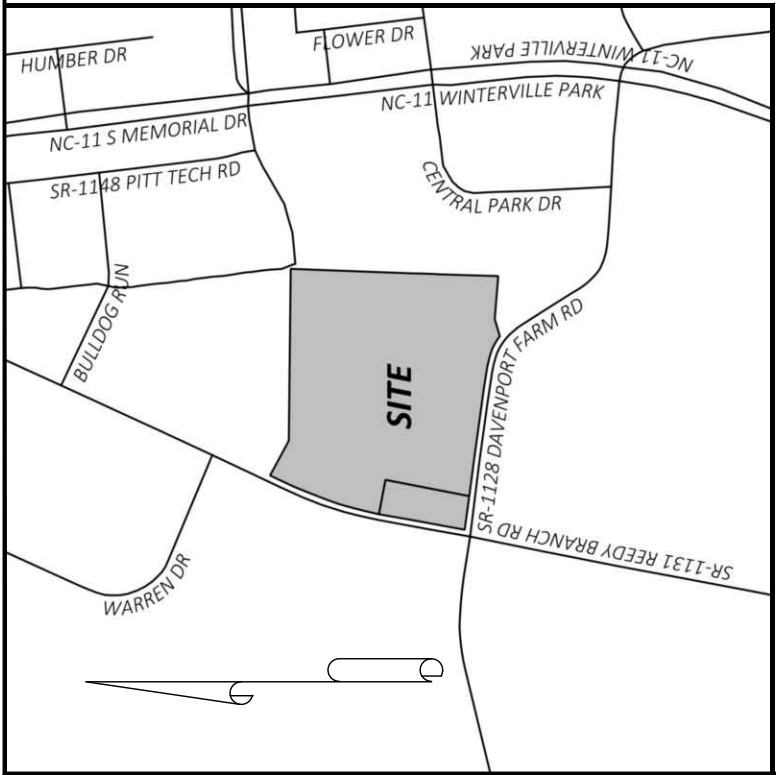
Sworn to and subscribed before me, this 16th day of JANUARY, 2025

Linda Mitchell Fauntleroy
Notary Public

My Commission Expires:

June 30, 2026





STATE OF NORTH CAROLINA
COUNTY OF PITT

I, STEPHEN PENN, SUBDIVISION ADMINISTRATOR OF THE TOWN OF WINTERVILLE, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED IS EXEMPT PURSUANT TO SEC. 154-05 OF THE TOWN OF WINTERVILLE SUBDIVISION ORDINANCE.

SUBDIVISION ADMINISTRATOR

DATE

I, J. DANTZLER WITHERS, CERTIFY AS REQUIRED BY G.S. 47-30(j)(1).d. THAT THIS SURVEY IS A RECOMBINATION OF EXISTING PARCELS AND IS EXEMPT FROM THE DEFINITION OF A SUBDIVISION.

J. DANTZLER WITHERS

L-5508

Legend

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING REBAR
- NO POINT SET
- IRON PIPE SET
- MAG NAIL SET
- POWER POLE
- DROP INLET
- FIRE HYDRANT
- GUY WIRE
- STORM PIPE
- OVERHEAD ELECTRIC
- CHAINLINK FENCE
- BOUNDARY LINE
- ADJOINER LINE
- EDGE OF PAVEMENT
- ASPHALT
- CONCRETE
- BUILDING

RECOMBINATION PLAT FOR
STELLA LITTLE FARM, A PARTNERSHIP AND
REEDY BRANCH FREE WILL BAPTIST CHURCH

TOWN OF WINTERVILLE ~ PITT COUNTY, N.C.

ARK DRAWING NO. C-1037

NC License #1139
ARK CONSULTING GROUP, PLLC
ENGINEERS & SURVEYORS
www.arkconsultinggroup.com
925-A Conference Drive Phone: (252) 558-0888
Greenville, NC 27858

SURVEYED: GJK APPROVED: JDW
DRAWN: DRB/JDW DATE: 8-15-2024
CHECKED: JDW SCALE: 1"=100'

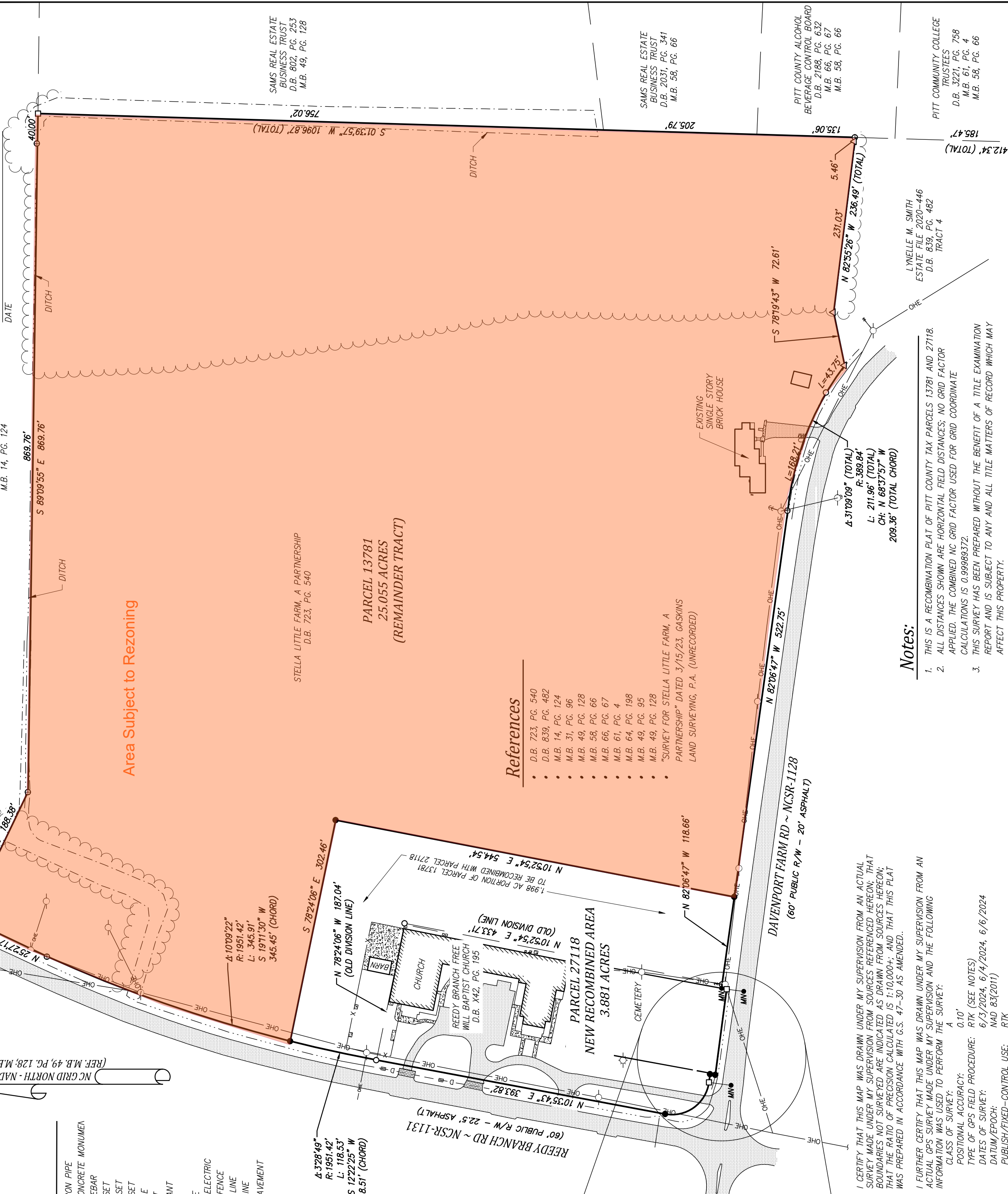
PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

REVIEW OFFICER

PITT COMMUNITY COLLEGE
D.B. X51, PG. 842
M.B. 14, PG. 124



References

- D.B. 723, PG. 540
- D.B. 839, PG. 482
- M.B. 14, PG. 124
- M.B. 31, PG. 96
- M.B. 49, PG. 128
- M.B. 58, PG. 66
- M.B. 66, PG. 67
- M.B. 61, PG. 4
- M.B. 64, PG. 198
- M.B. 49, PG. 95
- M.B. 49, PG. 128
- "SURVEY FOR STELLA LITTLE FARM, A PARTNERSHIP" DATED 3/15/23, GASKINS LAND SURVEYING, P.A. (UNRECORDED)

Notes:

- THIS IS A RECOMBINATION PLAT OF PITT COUNTY TAX PARCELS 13781 AND 27118.
- ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES. NO GRID FACTOR APPLIED. THE COMBINED NC GRID FACTOR USED FOR GRID COORDINATE CALCULATIONS IS 0.99989372.
- THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THE LOCATION OF UTILITIES SHOWN HEREON IS BASED ON ABOVE GROUND APPURTENANCES AND INFORMATION PROVIDED BY OTHERS. NO GUARANTEE IS MADE AS TO THEIR EXACT LOCATION; OTHER UTILITIES MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
- NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN IN FLOOD INSURANCE RATE MAP NUMBER 1720467500K, EFFECTIVE DATE 7/7/2014.

PRELIMINARY PLAT;
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- POSITIONAL ACCURACY: 0.10'
- TYPE OF GPS FIELD PROCEDURE: RTK (SEE NOTES)
- DATES OF SURVEY: 6/3/2024, 6/4/2024, 6/6/2024
- DATUM/EPOCH: NAD 83(2011)
- PUBLISH/FIXED-CONTROL USE: RTK
- GEOD. MODEL: NGS2018
- COMBINED GRID FACTOR: 0.99989372
- UNITS: US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE ____ DAY OF _____, 2024.

J. DANTZLER WITHERS

100' 0 50' 100'
SCALE 1 inch = 100 ft

STELLA LITTLE FARM REZONING DESCRIPTION

BEGINNING AT A POINT ON THE EASTERN RIGHT OF WAY OF REEDY BRANCH ROAD, BEING ALSO NORTH CAROLINA STATE ROAD 1131, AT THE SOUTHWESTERN CORNER OF PITT COMMUNITY COLLEGE AS SHOWN ON MAP BOOK 31, PAGE 96 OF THE PITT COUNTY REGISTRY, THE POINT OF BEGINNING; THENCE WITH SAID COMMON LINE SOUTH $64^{\circ}24'10''$ EAST A DISTANCE OF 188.38 FEET TO A POINT, THE SOUTHWEST CORNER OF PITT COMMUNITY COLLEGE AS SHOWN ON MAP BOOK 14, PAGE 124; THENCE WITH SAID COMMON LINE SOUTH $89^{\circ}09'55''$ EAST A DISTANCE OF 909.76 FEET TO A POINT, THE NORTHWEST CORNER OF SAMS REAL ESTATE BUSINESS TRUST; THENCE WITH SAID COMMON LINE SOUTH $01^{\circ}39'58''$ WEST A DISTANCE OF 1096.88 FEET TO A POINT, THE NORTHEAST CORNER OF LYNELLE M. SMITH, AS DESCRIBED ON DEED BOOK 839, PAGE 482; THENCE WITH SAID COMMON LINE NORTH $82^{\circ}55'26''$ WEST A DISTANCE OF 236.49 FEET TO A POINT; THENCE SOUTH $78^{\circ}19'43''$ WEST A DISTANCE OF 72.61 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY OF DAVENPORT FARM ROAD, BEING ALSO NORTH CAROLINA STATE ROAD 1128; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE LEFT, A RADIUS OF 389.84 FEET, AN ARC LENGTH OF 211.96 FEET, A CHORD BEARING OF NORTH $68^{\circ}37'57''$ WEST, A CHORD LENGTH OF 209.36 FEET TO A POINT; THENCE NORTH $82^{\circ}06'47''$ WEST A DISTANCE OF 522.75 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH $10^{\circ}52'54''$ EAST A DISTANCE OF 544.54 FEET TO A POINT; THENCE NORTH $78^{\circ}24'06''$ WEST A DISTANCE OF 302.46 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF SAID REEDY BRANCH ROAD; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT, A RADIUS OF 1,951.42 FEET, AN ARC LENGTH OF 345.91 FEET, A CHORD BEARING OF NORTH $19^{\circ}11'30''$ EAST, A CHORD LENGTH OF 345.45 FEET TO A POINT; THENCE NORTH $25^{\circ}27'17''$ EAST A DISTANCE OF 118.27 FEET TO THE POINT OF BEGINNING; CONTAINING 1,091,380 SQUARE FEET OR 25.05 ACRES.



Town of Winterville Planning Department
Zoning Staff Report- Stella Little Property (P 13781)

GENERAL INFORMATION

APPLICANT	Lennar Carolinas, LLC.
HEARING TYPE	Rezoning Request
REQUEST	R-6 Conditional District (CD)
CONDITIONS	<ol style="list-style-type: none"> 1. Permitted uses shall be limited to Single-Family Detached Residential. 2. A minimum of ten percent (10%) of the net site shall be designated as open space. 3. At the time of construction drawing approval, a 70' right of way for future extension of Dr. Fulford Rd shall be dedicated.
LOCATION	North Eastern Corner of Reedy Branch Road and Davenport Farm Road.
PARCEL ID NUMBER(S)	13781
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request on 2.5.25 to inform of the P&Z meeting. Notification was posted on site on 2.6.25. 19 properties were mailed notification.
TRACT SIZE	Entire parcel tract is 26.99 acres; only 25.055 acres is part of this rezoning as shown on rezoning map.
TOPOGRAPHY	Flat
VEGETATION	Agricultural Land and some wooded land.

SITE DATA

EXISTING USE	Agricultural/ Wooded
---------------------	----------------------

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	Office and Institutional	Pitt Community College.
W	Agricultural Residential (Church); & R-8 Conditional District (Farmstead Subdivision_	Church; Single Family Residential on the opposite side of Reedy Branch Road.
E	General Business.	Sam's Club Shopping Center & Pitt County ABC Store.
S	Agricultural Residential.	Mostly agricultural farm uses with a couple of single family residential homes.



ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	Agricultural Residential.	R-6 Conditional Uses.
MAX DENSITY	TBD	TBD
TYPICAL USES	A-R: Agricultural and farming use, & low density residential.	Higher density residential. With the "single-family detached" requirement of this conditional district, this request will consist of single-family detached homes.

SPECIAL INFORMATION

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	TBD
FLOODPLAIN	N/A
STREAMS	TBD
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Site Plan / Construction Plan required.

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

LANDSCAPING & BUFFER REQUIREMENTS

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

TRANSPORTATION

STREET CLASSIFICATION	Reedy Branch Road – NCDOT Street. (Classified as a "Minor Thoroughfare") Davenport Farm Road – NCDOT Street. (Classified as a "Minor Thoroughfare")
SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	Reedy Branch Road (Taken North of site near Bulldog Run Rd, 4700 AADT 2022.



	Davenport Farm Road (Adjacent to site)- 6800 AADT 2022.
Level Of Service (Transportation Analysis) Current= 2016 Study; Future= 2045 Projection. <i>* LOS is rated from A-F: A is the best, F the worst.</i> <i>* Roadway Improvement and street design is based upon achieving a minimum of LOS D on existing facilities and LOS C on new facilities.</i>	* Reedy Branch Road (Adjacent to site). <ul style="list-style-type: none"> • Current: LOS B. • Future: LOS B. * Davenport Farm Road (Adjacent to Site). <ul style="list-style-type: none"> • Current: LOS A. • Future: LOS B.
TRIP GENERATION	TBD.
SIDEWALKS	Required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	N/A – Rezoning Phase.
OTHER	N/A

IMPACT ANALYSIS

Land Use Compatibility

The proposed R-6 CD aligns with the Urban Neighborhood Character Comprehensive Land Use Plan designation. Smaller lot, single-family detached, provides an appropriate transition from the General Business Zoning Districts (Sam's Club, etc) and the surrounding properties and proposals (Such as Farmstead and other existing Single Family Residential to the west of this site.).

Town of Winterville Comprehensive Land Use Plan Policies

The Comprehensive Plan Designates this site as "Urban Neighborhood" Character Area with a Commercial Overlay District.

- Potential Zoning Districts as suggested in the Comprehensive Plan:
 - R-12.5, R-10, and R-8.
 - Possibly R-6 or M-R.
- The Comprehensive Land Use plan suggests that "Small- lot Single-family detached residential should dominate this district. They suggest that the lots contain 6,000 to 10,000sf lots.

This proposal would create a 6,000sf residential lot as a minimum and the attached condition to this proposal ensures that only single-family detached is to be present.

Therefore, the proposal aligns with the Future Land Use Character area as described within the Comprehensive Land Use Plan.



Comprehensive Land Use Plans - Recommendations & Implementation

Encourage Walkable Developments- This locations is walkable to Pitt Community College and a significant amount of commercial businesses in this area of Winterville.

Support Higher Density Housing Options at Strategic Locations- Winterville does not have a lot of smaller lot, higher density development. This site and location provides a great opportunity for the town to diversify its housing stock in a location that may be walkable to shopping, employment, and entertainment.

Reinforce the Town's Identity as a family-friendly community- Support residential uses in the Urban Neighborhood areas.

STAFF ANALYSIS AND RECOMMENDATION

Community Outreach

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

Staff Analysis

The 25.055 site under consideration is surrounded by a variety of existing uses. Pitt Community College rests to the north, Sam's Club and other commercial properties lie to the east, while Farmstead, a large single-family residential development, is proposed to the West of this site. This proposed R-6 Conditional District, requires single-family detached development, providing an appropriate transition from the higher intensity uses, north and east of this property, to the lower intensity uses that are proposed, west of this property.

This product would help diversify our housing stock, while creating a neighborhood that is ideal for walkability and multi-modal travel to existing employment, educational, entertainment, and shopping opportunities.

The conditions that are attached to this proposal are beneficial for this site and location as well:

1. Permitted Uses Shall be limited to single-family detached.
 - a. Staff's Response: The Comprehensive Land Use plan suggests that 6,000sf single family detached lots shall dominate the Urban Neighborhood Character Area. This condition ensures that Single Family Attached or Multi-family may not be developed on this site without a future rezoning.
2. A minimum of ten percent (10%) of the net site area shall be designed as open space.
 - a. Staff's Response: The Compressive Land Use plan suggests that a 5%-10% of the land, within an Urban Neighborhood Character Area, to remain open space or common area. As Winterville continues to grow, it is a desire of the Zoning



Ordinance and Town Staff to ensure that we are bringing "communities" to Winterville, rather than just more houses. Open space and common area provide an opportunity for recreation space within the neighborhood. It also enhances safety and community relations within the neighborhood.

3. At the time of construction drawing approval, a 70-foot right of way for the future extension of Dr. Fulford Road shall be dedicated.
 - a. In the development of this site, one of the biggest concerns of the Planning Department was the future connection of Dr. Fulford Road and Reedy Branch Road. An extension of Fire Tower Road to Reedy Branch Road has been explored for many years. Not only could this could provide great interconnectivity, but it may be critical if Reedy Branch Road is to terminate within this area, allowing for a more unified Pitt Community College campus while alleviating some of the safety concerns on campus.

Staff Recommendation

Staff recommends approval of the rezoning request for the 25.055 acres from AR to R-6CD:

- R-6 CD:
 - Conditions
 - 1. Permitted Uses Shall be limited to single-family detached.
 - 2. A minimum of ten percent (10% of the net site area shall be designed as open space
 - 3. At the time of construction drawing approval, a 70-foot right of way for the future extension of Dr. Fulford Road shall be dedicated.

*** The applicant has included a "Sketch Plan" that is intended to provide an example of how this site could be developed. This development will not be bound to this sketch plan nor has this sketch plan been reviewed or approved by the Winterville Technical Review Committee. If this rezoning is approved, the applicant will need to supply a Preliminary Plat that meets all standards of the Town for the R-6 Zoning District and the standards of their three conditions (as outlined above) for review by the Technical Review Committee, the Planning and Zoning Board, and Town Council.

Planning and Zoning Recommendation

This rezoning received recommendation for approval at the February 17, 2025 Planning and Zoning Board Meeting. The vote was seven to one (7-1).



The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPELS: 10194440

www.mcadamsco.com

CLIENT

LENNAR
1100 PERIMETER PARK DRIVE, SUITE 112
MORRISVILLE, NORTH CAROLINA 27560
Anna Lancaster
PHONE: 984. 209. 2952

STELLA LITTLE FARM
CONCEPT PLAN
226 DAVENPORT FARM RD
WINTERVILLE, NORTH CAROLINA

WINTERVILLE, NORTH CAROLINA

NOT FOR CONSTRUCTION
PRELIMINARY

REVISIONS

NO.	DATE
1	
2	
3	
4	
5	

PLAN INFORMATION

PROJECT NO.	LEN-24042
FILENAME	LEN24042-S1
CHECKED BY	JCM
DRAWN BY	LR/CB
SCALE	1" = 60'
DATE	01. 24. 2025

SHEET

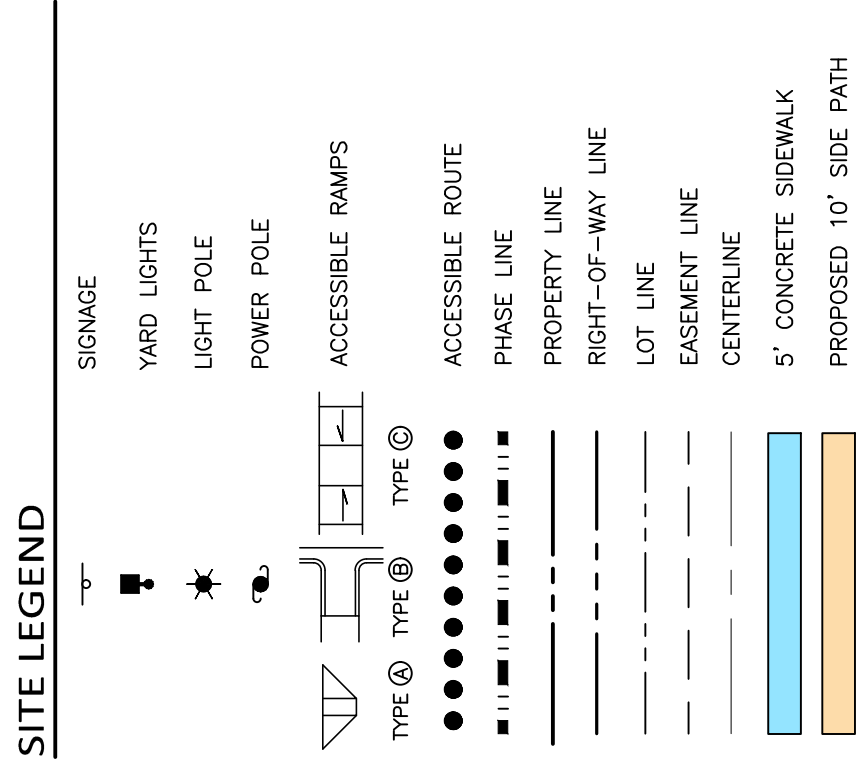
SITE PLAN

C2.00

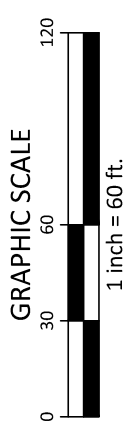
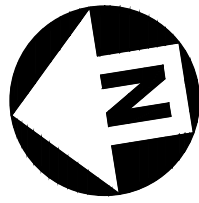
PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

Town of Winterville Staff Note:

This Concept Plan is for EXAMPLE ONLY. The plan has not been reviewed by the Winterville Technical Review Committee for accuracy. In approving this rezoning, the site is not bound to this design.



THIS IS FOR ILLUSTRATIVE PURPOSES ONLY.
FINAL CONCEPT WILL BE DETERMINED AT
TIME OF PRELIMINARY PLAT.





**Town of Winterville
Rezoning Request
Statement of Consistency & Reasonableness**

***Stella Little Rezoning
February 17, 2025- Planning and Zoning Board Meeting***

Consistency:

The proposed rezoning request **is** consistent with the Town of Winterville's Comprehensive Land Use Plan as parcel 13781 is designated as "Urban Neighborhood" with a "Commercial Overlay" district on the Future Land Use Map.

**The Town of Winterville governing boards must approve written statements documenting their consideration of the plans when making rezoning and zoning text amendment decisions, although they do not have to take actions that are consistent with the plan.*

Decision: In review of the Winterville Comprehensive Land Use Plan, the Stella Little Rezoning Amendment **is found to be consistent with the Town of Winterville Comprehensive Plan on February 17, 2025.**

Reasonableness:

The rezoning request **is** reasonable and in the public interest, in that it allows for land uses that **are** harmonious with surrounding land uses, land uses in close proximity, and is in the public interest:

- The Town of Winterville governing boards must adopt a statement of reasonableness for each rezoning. These factors are suggested and not mandated, as not all factors will be relevant to all zoning decisions. The following list of factors should be considered in a reasonableness analysis. **The Town of Winterville is considering:**

- i. The size, physical conditions, and other attributes of the area proposed to be rezoned;

Applicable? Y/N	If applicable, is the proposal reasonable: Decision_____
-----------------	---

- ii. The benefits and detriments to the landowners, the neighbors, and the surrounding community;

Applicable? Y/N	If applicable, is the proposal reasonable: Decision_____
-----------------	---

- iii. The relationship between the current, actual, and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment;

Applicable? Y/N	If applicable, is the proposal reasonable: Decision _____
-----------------	--

- iv. Why the action taken is in the public interest; and

Applicable? Y/N	If applicable, is the proposal reasonable: Decision _____
-----------------	--

- v. Any changed conditions warranting the amendment

Applicable? Y/N	If applicable, is the proposal reasonable: Decision _____
-----------------	--

In Review of the Stella Little Rezoning Amendment, the rezoning request is reasonable and in the public interest, in that it allows for land uses that are harmonious with surrounding land uses and land uses in close proximity as found on February 17, 2025 by the Winterville Planning and Zoning Board.

Vote to Approve or Deny Rezoning:

In review of the Stella Little Property rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Planning and Zoning Board recommends **approval** of the rezoning request by Lennar Carolinas, LLC to rezone 25.055 acres of property (Parcel # 13781), adjacent to Davenport Farm Road and Reedy Branch Road, from Agricultural-Residential (AR) to R-6 Conditional District.

Conditions:

- 1. Permitted uses shall be limited to single-family detached.
- 2. A minimum of ten percent (10%) of the net site area shall be designated as open space.
- 3. At the time of construction drawing approval, a 70-foot right-of-way for the future extension of Dr. Fulford Road shall be dedicated.


Staff Witness:

2/17/25
Date

**** P&Z Vote was Seven to One (7-1) in support.

Appendix/Other Considerations Specific to this Particular Rezoning:

****This rezoning is proposed as a Conditional District Rezoning. Conditional Districts contain additional considerations for their review:**

- **Conditional Districts:** In approving a Conditional District, the Town Council shall make the following affirmative findings:
 1. That the Use(s) requested is among those listed as an eligible Use in the corresponding General Zoning District.
 2. That the Use Limitations and Conditions as proposed and/or imposed for the Conditional District meet or exceed and/or are at least as restrictive as the minimum standards for the corresponding General Zoning District.
 3. That the Use Limitations and Conditions as proposed and/or imposed for the requested Conditional District can reasonably be implemented and enforced for the subject property.
 4. That when implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all those uses and the minimum standards of the corresponding General Zoning District.
 5. That the applicant has agreed to the use limitations and conditions as proposed and/or imposed for the requested Conditional District.

Document Links:

- Zoning Ordinance: https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112_zoning_ordinance_amend-7.1_executed.pdf
 - Zoning Districts and Table of Uses: Article V.
 - Rezoning Amendment Procedures: Article XIII.
 - Land Use Plan: <https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/winterville-land-use-plan-adopted-10-14-2019-reduced.pdf>
 - Future Land Use Map & Character areas: Section 4; beginning on page 43.
 - Plan Consistency & Reasonableness Guidance:
https://www.sog.unc.edu/sites/www.sog.unc.edu/files/6%20_ConsistencyStatements_160DGuidanceDoc%20Mar%202021.pdf
-

Stella Little Rezoning- Parcel Number 13781
Town Council Notice of Rezoning & Public Hearing
Letters Mailed on 5.27.25

STATE OF NORTH CAROLINA
PITT COUNTY

I, Stephen Penn, Director of Planning and Economic Development of the Town of Winterville, North Carolina, do hereby certify that copies of the attached notice and map were mailed, this day by first class mail, postage prepaid, to the owner of the parcel under consideration and to the owners, as shown on the Pitt County Tax Records, of all abutting parcels. A list of these property owners is also attached hereto.

WITNESS my hand this the 27 th day of, May 2025.

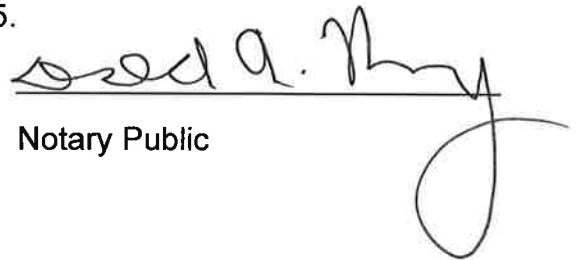


Director of Planning & Economic Development

STATE OF NORTH CAROLINA
PITT COUNTY

I, Donald A. Harvey, a Notary Public, do hereby certify that Stephen Penn, Economic Development Planner, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand this the 27 th day of, May 2025.



Notary Public

My Commission Expires June 8, 2025





WINTERVILLE

A slice of the good life!

2571 Railroad Street
PO Box 1459
Winterville, NC 28590

Phone (252)756-2221
Fax (252)756-3109
www.wintervillenc.com

Town Council-Public Hearing Stella Little Rezoning

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on **Monday June 9, 2025** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request:

The Town of Winterville has received a **rezoning application for a 25.055 acre portion of parcel number 13781**. The parcel is located on the north eastern corner of the intersection of Reedy Branch Rd. and Davenport Farm Rd. - as shown on the attached map. The parcel is currently zoned Agricultural-Residential (A-R). The application is requesting to rezone the property to "R-6 Conditional District (CD)", in which the applicant has placed the following conditions:

- Permitted uses shall be limited to single-family detached
- A minimum of ten percent (10%) of the net site area shall be designated as open space.
- At the time of construction drawing approval, a 70-foot right-of-way for the future extension of Dr. Fulford Road shall be dedicated.

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting stephen.penn@wintervillenc.com or the Winterville Planning Department at (252) 756-2221 or at wintervillenc.com.

Citizens are encouraged to attend the meeting and are welcome to speak for or against the proposed rezoning at the meeting. Citizens may also view the hearing on the Winterville website at www.wintervillenc.com/videos . If for any reason you have difficulty accessing the Town's video page, please go to the Town's YouTube channel at: www.youtube.com/channel/UChejtVcuiD9O3_zzTrrBj4g .

The public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to don.harvey@wintervillenc.com. Please include your name and address.



**REEDY BRANCH FWB CHURCH
4457 REEDY BRANCH RD.
WINTERVILLE, NC 28590**

**JEAN L. CHERRY
2607 BROOKRIDGE CIRCLE
GREENVILLE, NC 27858**

**PHILIP EVERETT
2866 NC 14
REIDSVILLE, NC 27320**

**JUDY LYNN LITTLE
1913 ENCLAVE LN.
NORTH MYRTLE BEACH, SC 29582**

**PITT COUNTY ALCOHOL BEVERAGE
CONTROL BOARD
PO BOX 30340
GREENVILLE, NC 27833**

**MAURO IBARRA
MITCHELL IBARRA
946 IRVIN GARRISH HIGHWAY
OCRACOKE, NC 27960**

**MOYE BLANIE ALLEN JR
MOYE ARDETH L
PO BOX 759
WINTERVILLE, NC 28590**

**STELLA LITTLE FARM A
PARTNERSHIP
217 KING GEORGE RD.
GREENVILLE, NC 27858**

**JOHN C. LITTLE
6405 GLENVIEW GARDEN PL
CARY, NC 27511**

**ROBERT WAYNE LITTLE
3101 BROOK BLVD
QUINTON, VA 23141**

**PITT COMMUNITY COLLEGE
P.O. DRAWER 7007
GREENVILLE, NC 27835**

**LYNELLE SMITH
931 STEVENS CREEK CIRCLE
FORSYTH, IL 62535**

**SUTTON LAND HOLDINGS LLC
1101 SOUTH BLVD STE 106
CHARLOTTE, NC 28203**

**MARVIN LITTLE
217 KING GEORGE RD.
GREENVILLE, NC 27858**

**LINDA W. LITTLE
5000 HERMITAGE DR.
RALEIGH, NC 27612**

**MARY LITTLE FLOYD
10820 CHURCH NECK RD.
MACHIPONGO, VA 23405**

**SAMS REAL ESTATE BUSINESS
TRUST
PO BOX 8050 ATTN 0555
BENTONVILLE, AR 72716**

**ERIC UHLENBROCK
4432 REEDY BRANCH RD.
WINTERVILLE, NC 28590**

**LITTLE JAMES FAMILY LTP
203 DAVENPORT FARM RD.
WINTERVILLE, NC 28590**

**AN ORDINANCE TO AMEND CHAPTER 155
ZONING ORDINANCE OF THE
CODE OF ORDINANCES OF THE
TOWN OF WINTERVILLE, NORTH CAROLINA
OFFICIAL ZONING MAP**

WHEREAS, Lennar Carolinas, LLC, has requested amendment of the Zoning Ordinance of the Town of Winterville by rezoning of the property described herein from Agricultural-Residential (A-R) to R-6 Conditional District (R-6 CD).

WHEREAS, a public hearing on the question of this zoning amendment was held, at the Winterville Town Hall at 6:00 p.m. on June 9, 2025, after providing mailed notice to adjoining property owners and those within 100 feet of the subject property on May 27, 2025; and due notice was given by publication within The Daily Reflector on May 28, 2025 and June 4, 2025; and

WHEREAS, due notice of said public hearing was also given by first class mail to the owners of all parcels, as shown on the County Tax Records, adjoining the parcel under consideration, certification of which has been to the Winterville Town Council; and

WHEREAS, due notice of said public hearing was also given by posting a rezoning request notice on the subject property;

WHEREAS, the Winterville Town Council finds that the proposed rezoning is in compliance with the Town of Winterville's Comprehensive Land Use Plan;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Winterville, North Carolina that:

Section 1. The Town of Winterville Zoning Ordinance, Official Zoning Map, is hereby amended by rezoning the following described track from A-R to R-12.5 CD with the following conditions:

1. Permitted uses shall be limited to Single-Family Detached Residential.
2. A minimum of ten percent (10%) of the net site shall be designated as open space.
3. At the time of construction drawing approval, a 70' right of way for future extension of Dr. Fulford Rd shall be dedicated.

**LEGAL DESCRIPTION OF PROPERTY
REZONED FROM A-R to R-6 CD**

STELLA LITTLE FARM REZONING DESCRIPTION

BEGINNING AT A POINT ON THE EASTERN RIGHT OF WAY OF REEDY BRANCH ROAD, BEING ALSO NORTH CAROLINA STATE ROAD 1131, AT THE SOUTHWESTERN CORNER OF PITT COMMUNITY COLLEGE AS SHOWN ON MAP BOOK 31, PAGE 96 OF THE PITT COUNTY REGISTRY, THE POINT OF BEGINNING; THENCE WITH SAID COMMON LINE SOUTH 64°24'10" EAST A DISTANCE OF 188.38 FEET TO A POINT, THE SOUTHWEST CORNER OF PITT COMMUNITY COLLEGE AS SHOWN ON MAP BOOK 14, PAGE 124; THENCE WITH SAID COMMON LINE SOUTH 89°09'55" EAST A DISTANCE OF 909.76 FEET

TO A POINT, THE NORTHWEST CORNER OF SAMS REAL ESTATE BUSINESS TRUST; THENCE WITH SAID COMMON LINE SOUTH 01°39'58" WEST A DISTANCE OF 1096.88 FEET TO A POINT, THE NORTHEAST CORNER OF LYNELLE M. SMITH, AS DESCRIBED ON DEED BOOK 839, PAGE 482; THENCE WITH SAID COMMON LINE NORTH 82°55'26" WEST A DISTANCE OF 236.49 FEET TO A POINT; THENCE SOUTH 78°19'43" WEST A DISTANCE OF 72.61 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY OF DAVENPORT FARM ROAD, BEING ALSO NORTH CAROLINA STATE ROAD 1128; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE LEFT, A RADIUS OF 389.84 FEET, AN ARC LENGTH OF 211.96 FEET, A CHORD BEARING OF NORTH 68°37'57" WEST, A CHORD LENGTH OF 209.36 FEET TO A POINT; THENCE NORTH 82°06'47" WEST A DISTANCE OF 522.75 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 10°52'54" EAST A DISTANCE OF 544.54 FEET TO A POINT; THENCE NORTH 78°24'06" WEST A DISTANCE OF 302.46 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF SAID REEDY BRANCH ROAD; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT, A RADIUS OF 1,951.42 FEET, AN ARC LENGTH OF 345.91 FEET, A CHORD BEARING OF NORTH 19°11'30" EAST, A CHORD LENGTH OF 345.45 FEET TO A POINT; THENCE NORTH 25°27'17" EAST A DISTANCE OF 118.27 FEET TO THE POINT OF BEGINNING; CONTAINING 1,091,380 SQUARE FEET OR 25.05 ACRES.

End of Legal Description

Section 2. This action shall be shown on the Official Zoning Map.

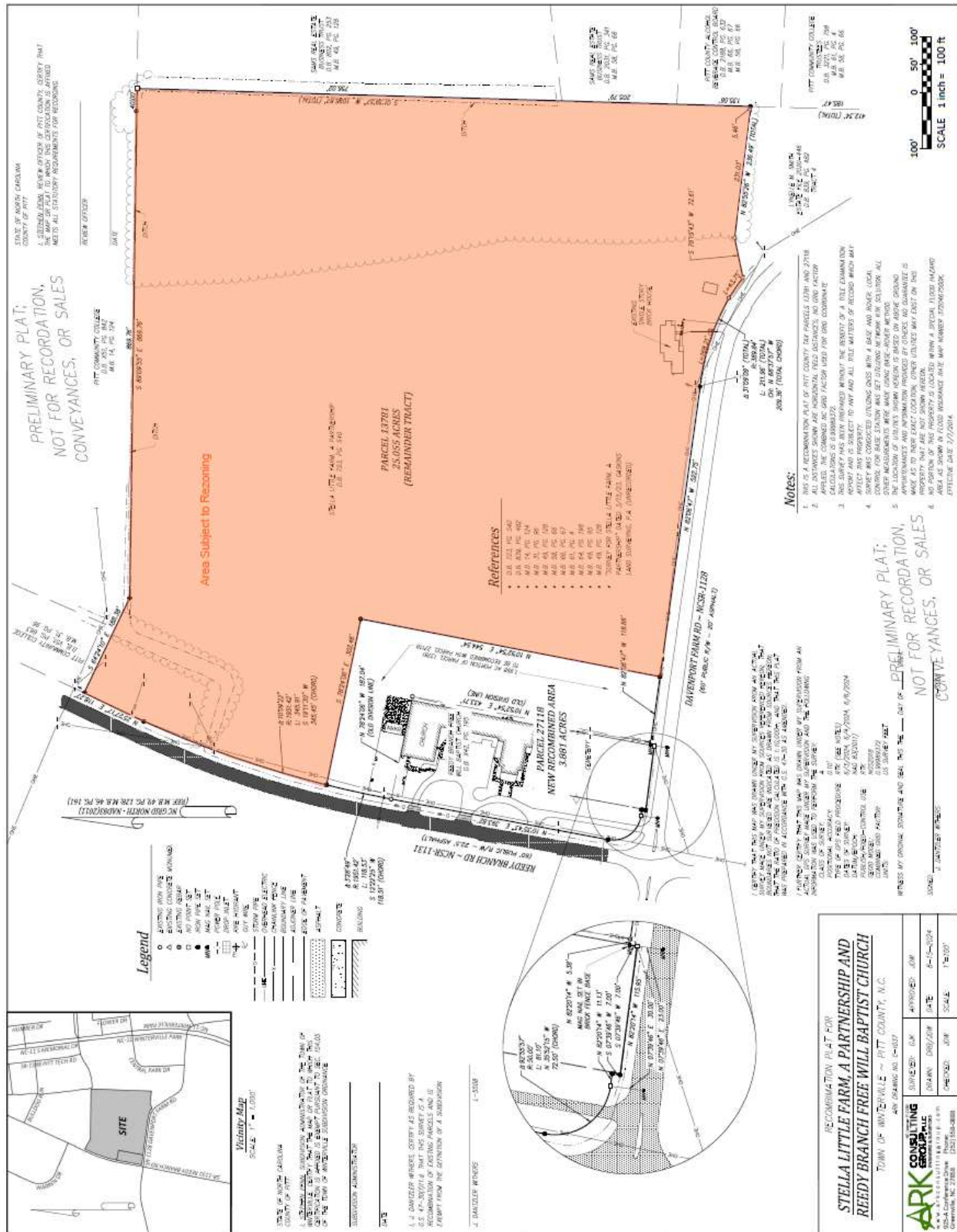
Section 3. This ordinance shall become effective upon adoption.

Adopted this 9TH day of June 2025.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: May 12, 2025

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: 5/28/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- ❖ April 14, 2025 Regular Meeting Minutes.

Budgetary Impact: NA.

Recommendation: Staff Recommends Approval of Minutes.



**WINTERVILLE TOWN COUNCIL
MONDAY, APRIL 14, 2025 - 6:00 PM
REGULAR MEETING MINUTES**

The Winterville Town Council met in a Regular Meeting on the above date at 6:00 PM in the Town Hall Assembly Room, with Mayor Richard E. Hines presiding. The following were present:

Richard E. Hines, Mayor
Johnny Moye, Mayor Pro Tem
Brandy Harrell, Councilwoman
Shantel Hawkins, Councilwoman
Veronica W. Roberson, Councilwoman
Lisa Smith, Councilwoman
Keen Lassiter, Town Attorney
Terri L. Parker, Town Manager
Anthony Bowers, Assistant Town Manager
Chris Williams, Police Chief
David Moore, Fire Chief
Cliff McGuffin, Public Works Director
Ron Mills, Interim Electric Director
Jessica Manning, Finance Director
Evan Johnston, Building Inspector/Code Enforcement Officer
Diane White, Parks and Recreation Director
Stephen Penn, Planning and Economic Development Director
Angela Fuller, Human Resource Director
Willie Gay, Building Inspector/GIS Technician
Donald Harvey, Town Clerk

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

INVOCATION: Pastor James E. Tripp, Jr., gave the Invocation.

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

WELCOME: Mayor Hines welcomed the public.

ROLL CALL: All Present.

APPROVAL OF AGENDA:


Motion made by Councilwoman Smith and seconded by Councilwoman Roberson to approve the agenda. Motion carried unanimously, 5-0.

RECOGNITION OF NEW EMPLOYEES:

1. Bryan Bland, Electrician/Instrumentation Technician, Public Works.

PROCLAMATIONS: Town Clerk Harvey the Proclamation(s).

1. Community College Month.



PROCLAMATION
PITT COMMUNITY COLLEGE: APRIL 2025 COMMUNITY COLLEGE MONTH

WHEREAS, Pitt Community College (PCC) is one of 58 institutions comprising the N.C. Community College System, which is improving the lives of hundreds of thousands of North Carolinians each year through open-door access to affordable and diverse learning environments; and,

WHEREAS, PCC has demonstrated exceptional commitment to "educating and empowering" more than 18,000 curriculum and continuing education students for success annually and has been a valuable source of higher education in Pitt County and eastern North Carolina since March 1961; and,

WHEREAS, PCC has formed a Business and Workforce Solutions Division aimed at streamlining processes, fostering strong connections between employers, students, and faculty, and improving its responsiveness to the evolving needs of local employers and the workforce; and,

WHEREAS, PCC delivered 136 customized training for business and industry courses to benefit 823 workers during the 2023-24 academic year; and,

WHEREAS, PCC is constructing a 30,000 square foot Welding Technology Building on campus at a cost of \$17.7 million to teach welding skills that help keep industry in the area; and,

WHEREAS, PCC has partnered with the John M. Belk Endowment and economic development entities each year since 2021 to hold the "Better Skills, Better Jobs Fair," including October 2024, when a record 1,500 jobseekers and high school students discussed jobs and workplace preparation options with a record 132 employers, educational institutions and community resources; and,

WHEREAS, PCC offers college transfer options to help students save money on a four-year degree and opportunities for high school students to save money on higher education and get ahead in college while they are still in high school through such programs as North Carolina Career and College Promise, the PCC-Pitt County Schools (PCS) Technical Academy and PCS Early College High School on Pitt's main campus; and,

WHEREAS, the PCC Athletics Department has demonstrated excellence on the playing fields and in the classrooms by having placed 20 Bulldog student-athletes on the NJCAA's 2023-24 All-Academic Teams, including eight on the First Team for having 4.0 GPAs; and,

WHEREAS, PCC responded to the needs of fellow Tar Heels in western North Carolina following Hurricane Helene by donating and delivering supplies, assisting at medical care centers, and raising funds for Isothermal Community College in Spindale; and,

WHEREAS, PCC alumni are making valuable contributions to their communities each day as firefighters, cosmetologists, police officers, HVAC technicians, health care workers, computer support personnel, child education and development specialists and paralegals; and,

WHEREAS, in recognition of the important contribution of community and technical colleges to the nation's educational system, in 1985 the U.S. Congress authorized and requested then-President Ronald Reagan to issue Proclamation 5418 establishing a "National Community College Month".

THEREFORE, be it resolved that the Town of Winterville does hereby proclaim April 2025 as "Pitt Community College Month" in Pitt County.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 14th day of April 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk

2. Lineworker Appreciation.



PROCLAMATION
LINEWORKER APPRECIATION DAYS
NORTH CAROLINA – MONDAY, APRIL 14, 2025
NATIONAL - FRIDAY, APRIL 18, 2025

WHEREAS, the North Carolina General Assembly and the Congress of the United States have recognized the profession of lineworkers, the contributions of these brave people make to protect public safety, and expressing their support; and,

WHEREAS, the Town Council of Winterville celebrates the profession of lineworkers and wishes to honor its electric department personnel for their exemplary service to the Town and its citizens; and,

WHEREAS, lineworkers are responsible for building and maintaining the distribution lines that bring electricity to homes and businesses; consistently devoted to their responsibilities; working around thousands of volts of electricity, high atop power lines 24 hours a day, 365 days a year, to keep high-voltage electricity flowing; and,

WHEREAS, this profession demands passion, dedication, skills, knowledge, and ongoing training, to maintain power lines around the clock, ensuring they provide safe, reliable energy to the community; and,

WHEREAS, while we are taking shelter from storms; lineworkers are going out to ensure the citizens of Winterville have electricity; working under dangerous conditions away from their families to maintain the energy infrastructure; lineworkers are often first responders during weather emergencies, storms, and other catastrophic events, they diligently work to make scenes safer for other emergency responders and public safety officials; working to repair broken and damaged electric lines under hazardous conditions to make the area safe; and,

WHEREAS, lineworkers put their lives on the line daily with little recognition from the community regarding their work; playing a vital role in the lives of our citizens by maintaining and growing our electrical infrastructure by working with the many dangers of electricity; and,

WHEREAS, the lineworkers of Winterville's electric utility and their example of service above self are deserving of the respect, admiration, and appreciation of all the citizens of Winterville; and,

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville does hereby honor the contribution of lineworkers and hereby proclaim Monday, April 14, 2025 as NC Lineworker Appreciation Day and Friday, April 18, 2025, as National Lineworker Appreciation Day in Winterville.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 14th day of April 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk

3. Municipal Clerks Week.



PROCLAMATION

MUNICIPAL CLERKS WEEK - MAY 4 - 10, 2025

WHEREAS, the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Municipal Clerk is the oldest among public servants, and

WHEREAS, the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

WHEREAS, the Municipal Clerk has pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community, and

WHEREAS, the Municipal Clerk continually strives to improve the administration of the affairs of the Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state organization, and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Municipal Clerk; and

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville hereby recognize the week of May 4 through May 10, 2025, as Municipal Clerks Week, and further extend appreciation to our Town Clerk, Donald Harvey and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 14th day of April 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk

PRESENTATIONS:

1. Pitt County Schools Superintendent Steve Lassiter and Board Chairman James E. Tripp, Jr.

Superintendent Lassiter and Board Chairman Tripp spoke to the status of Pitt County Schools and continuity of the system.

2. Bryant Buck – Mid-East Commission.

Bryant Buck spoke to the activities and programs of the Mid-East Commission and their usage in Winterville.

MID-EAST COMMISSION

AREA AGENCY ON AGING

PERSONAL CARE – IN HOME AID		
Winterville		
Units	People	Total
3,271	5	\$71,962
HOME DELIVERED MEALS		
Winterville		
Units	People	Total
1,394	28	\$12,518
HOUSING & HOME IMPROVEMENT		
Units	People	Total
	8	
LEGAL AID FUNDING		
Units	People	Total
36.86	10	\$3,870

Provided services for 21 caregivers through Older Americans Act (OAA) & American Rescue Plan Act (ARPA).

Currently have a Digital Navigator staff member working with seniors on electronic device education including tablets, iPhones, and computers. Established hours at the Council on Aging, and by request for other senior groups.

WORKFORCE DEVELOPMENT

- Two Grants for Boneyard Harley Davidson - Training
 - #1 - \$3,189.00
 - #2 - \$2, 995.00
- One Grant for Clarence Web Design, LLC
 - #1 - \$2,400.00
- Completion of the ARPA grant application for Clarence Web Designs (they attended a Winterville Chamber of Commerce meeting we presented in December 2024.
- Working with FastSigns on business services (strategic planning, wage analysis, leadership development, employee relations, etc.)

- Working with GLO-Medspa on potential grants for training.
- Great working relationship with Winterville Chamber of Commerce. Rivers East & MEC are chamber members.
- I have included a regional snapshot of Workforce Development Career Center/Employment activities.

PLANNING, ECONOMIC DEVELOPMENT & COMMUNITY SERVICES

- I have included a Regional Economic Development Report Overview.

OTHER INITIATIVES

- Finalizing a Mid-East Regional Digital Inclusion Plan that includes asset mapping, priorities around digital inclusion in the region, and flyer/brochures regarding digital skills programming, avoiding scams, affordability programs, and other beneficial resources.
- Development and Updates to our Regional Comprehensive Economic Development Strategy (CEDS). This document is utilized by all economic developers in the region for grant justification and pursuing funding opportunities.
- Staff has recently met with your new economic developer to discuss town needs and open a line of communication on the resources available through Mid-East Commission.

DRAFT



ECONOMIC DEVELOPMENT REPORT OVERVIEW (DEC 2024)

Principle 1: Build on Each Region's Competitive Advantage

Key Objectives

- Engage partner organizations for regular updates to the Mid-East Region *Comprehensive Economic Development Strategy*.
- Create marketing materials to reflect the region's unique assets (e.g., water resources, cultural sites, etc.).

Major Deliverables:

- **Airtable Collaboration:** Work with Central Pines Regional Council to build a data center that can be used by our municipalities.
- **Planning Model Ordinance:** 3 town ordinances created using model structure created by MEC.
- **Albemarle RPO assistance:** Interim assistance to neighboring COG.
- **GUC Clarifier:** Lead Davis-Bacon wage monitoring for EDA grant.

Principle 2: Establish and Maintain a Robust Regional Infrastructure

Key Objectives

- Develop multi-modal transportation plans.
- Expand broadband and housing infrastructure.
- Expand water and sewer infrastructure to serve industrial areas.

Major Deliverables:

- **Mid-East Regional Digital Equity Inclusion Plan:** Ongoing in Q4. Open houses and applications for implementation grants to follow.
- **Aurora Industrial Park Expansion:** Ongoing infrastructure construction (Q1-Q4).
- **Mid-East Region Wastewater Improvement Plan:** Funded in Q4.
- **Transportation Resiliency Plan:** Under development Q4.
- **Robersonville Community Project Funding Grant:** Awarded for street improvements project.
- **Aurora Division of Water Infrastructure CDBG-Infrastructure:** Under development Q4 for water and sewer system improvements.

Principle 3: Create Revitalized, Healthy, and Resilient Communities

Key Objectives

- Support walkable communities and promote sustainable development.
- Address food deserts and provide resources for healthy eating.
- Improve community resilience to flooding and natural disasters.

Major Deliverables:

- **Robersonville NC HealthFirst Wellness Center:** Awarded through NC Commerce Building Reuse grant.
- **Williamston NC River Boardwalk & Disc Golf Course Project:** Active construction in Q3.
- **Flood Resilience & Mitigation Programs:** Serving multiple counties with grants for property elevation, infrastructure upgrades, and green stormwater projects.

Key Metrics

Adj. Property Tax Base



+15.5%

MEC REGION

Net Job Change

NC: -24,019



-110

MEC REGION

Awarded Projects



10

IN DEVELOPMENT (DEC)

What's Next?

- Completion of ongoing infrastructure projects.
- Expanded digital inclusion through broadband initiatives.
- Resilient infrastructure and community developments, particularly in flood-prone areas.

NC Department of Commerce, Growth and Jobs Development Division
Supports, Initiatives & Figures
ME Department of Commerce, 2024 North Carolina Development Tax
Registration, 2024 North Carolina Development Tax Registration

Program Year: 2023

(July 1, 2023 – June 30, 2024)

ECONOMIC IMPACT



**\$2.1
Billion**

Total Estimated Annual
Earnings ¹

**\$32.1
Million**

Increase in earnings for
North Carolina workers ²



TRANSFORMING LIVES

87,792

Clients served statewide ³

5,808 veterans received assistance ⁴



55%

(48,720) Overcame barriers ⁴

22,601 low-income individuals ⁴

3,300 people with disabilities ⁴

2,788 long-term unemployed ⁴

EMPLOYMENT SUCCESS



70%

Clients achieved
employment after
assistance ⁵

1 in 3

Individuals Served
exited to employment
to Statewide
Unemployment Ratio ⁶

Source: North Carolina Department of Commerce - Division of Workforce Solutions & FutureWorks

1. Future Works Quarterly Median Earnings Annualized Multiplied by the numerator of Individuals in the Median Earnings cohort 2. Future Works Earning Change View Q2 Employment multiplied by statewide average earnings change 3. Future Works Performance and Flow Statewide 4. Future Works Custom Views of Career/ Training and Career Services Clients statewide by characteristic 5. Future Works Q4 Employment average 70.77% and Future Works Q2 Employment average of 71.01% 6. Numerator of q4 employment of 53253 compared to state average unemployment of 180768

NC

WIOA Impact Report

Rivers East Workforce Development Board

Unique Count of Title I and Title III Customers

Report Period ending June 30, 2024

Program Completers Served



4,817

Staff-Assisted Program Completers Served

Employment Success



72.6%

Percent Employed



\$28,444

Estimated Average Annual Earnings Per Person

Economic Impact



\$99,472,756

Total Estimated Annual Earnings for All Employed

Source: FutureWorks BI; Data derived from the USDOL National Public PIRL; Program Year 2023 Q4 Release; Report Period ending June 30, 2024



Please visit <https://futureworksystems.com/board-infographic-2023> for detailed information about the data used in this report and how to access more data insights.



FutureWorks BI

Mid-East Commission, Area Agency on Aging
Annette Eubanks, Director

Director

- Several AAA/COGs are partnering to establish a community care hub. The NC Community Care Hub will provide human services support to residents of North Carolina in order to positively impact various social determinants of health.

Aging Services Coordinators

- Conducted one-on-one counseling sessions with Beaufort County Medicare beneficiaries in-person and by phone.
- Responds to Information & Referral inquiries (phone & email) from consumers and professionals. Topics included transportation options, help in the home, food assistance, financial support programs, Medicare benefits, Medicaid benefits, community meeting opportunities, and provide technical assistance.
- Conducted six provider monitoring visits. Provider agencies monitored included Bertie County COA, Bertie County DSS, Beaufort County DSS, Pitt County COA, Legal Aid – Greenville, and Martin County Adult & Aging Services.
- Facilitated one Eastern Carolina Resource Coalition (ECRC) meetings in Martin County.
- Virtual attendance at the quarterly Aging Specialist Association (ASA) Meeting.
- Provided Home Repairs and Financial assistance to older adults through “Choosing Home Grant”.

Family Caregiver Resource Specialist

- Conducted 25 caregiver scheduled counseling/respite grant appointments with family caregivers.
- Attends the Monthly Pitt Aging Coalition meeting to share information about the MEC AAA programs and services and learn about community resources for family caregivers.
- Facilitated three caregiver support group in-person and Zoom meetings.
- Conducted Dementia Friends presentation at the Murfreesboro Senior Center.
- Presented Aging and Dementia to 51 Law Enforcement Members as part of the Crisis Intervention Team Training coordinated by Trillium Health Resources.
- Conducted MEC AAA Who We Are/ What We Do and FCSP in Pitt County and Martin County.
- Made or shared 60 posts on the MEC AAA Facebook page with a reach of approximately 4184 Facebook users.

Community Inclusion Specialist

- Worked reception at Senior Games
- Participated and assisted with Caregiver Day Out (Game Day) in Martin, Beaufort, Bertie, and Hertford Counties.
- Conducted one-on-one counseling sessions with Beaufort County Medicare beneficiaries in-person in coordination with Grace Martin Harwell Senior Center.
- Attended MFP Quarterly Roundtable Meeting.
- Completed in person facility visits in several counties.
- Participated in the Subaru Share the Love Event. Completed letter to MEC Board and prepped for Annual Food Drive.

Project C.A.R.E

- Facilitates Monthly Caregiver Support Group Meetings
- Provided Aging & Dementia Resources for Trillium Health Resources for EMS & Law Enforcement in Edgecombe, Nash and Dare Counties.
- Attend the virtual bi-monthly National Caregiver Champion Collaborative Meeting
- Co-Facilitated the Virtual Dementia Tour at the Pitt Co. COA, Spring Arbor of Greenville & Brookdale
- Chair the monthly Pitt Defeats Dementia Committee meetings.

Ombudsman

- Advocate for residents' rights and investigates complaints made by, or on behalf of nursing and adult home residents.
- Give guidance about the long-term care system, educating community groups and long term care providers on various topics.
- MEC employs one Long-Term Care Ombudsman. There are 59 long-term care facilities with 2,574 beds within the region. The long-term care facilities are comprised of 12 Nursing homes (1,365 beds), 18 Adult Care Homes (1,072 beds) and 26 Family Care Homes (137 beds).

Digital Navigator

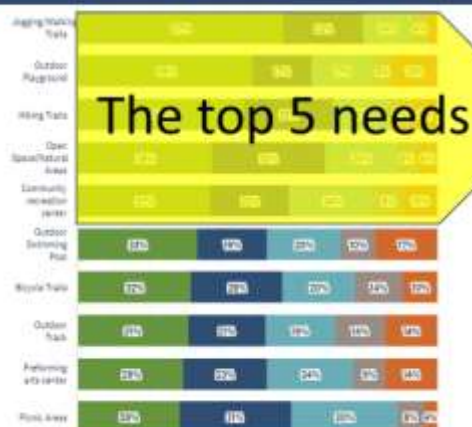
- The Digital Navigator is a grant-funded, full-time, temporary one-year position that offers personalized and small-group support to older adults and other community members seeking affordable home internet services, internet-capable devices, or coaching in basic digital skills.

3. Nate Halubka, Project Consultant, McGill Associates – Winterville Site Specific Master Plan.

Parks and Recreation Director White introduced Nate Halubka, Project Consultant, McGill Associates on the Winterville Site Specific Master Plan and presented the Parks and Recreation Site Specific Plan. This is the final version of the Plan, presented to Council for adoption. Nate Halubka is a Project Consultant with McGill Associates. McGill Associates is the firm the Town contracted to complete the Comprehensive Plan and Site-Specific Plan.



The survey said



1. Jogging Walking Trails
2. Outdoor Playground
3. Hiking Trails
4. Open Space/ Natural Areas
5. Community recreation center

Remember these elements because you'll see them again

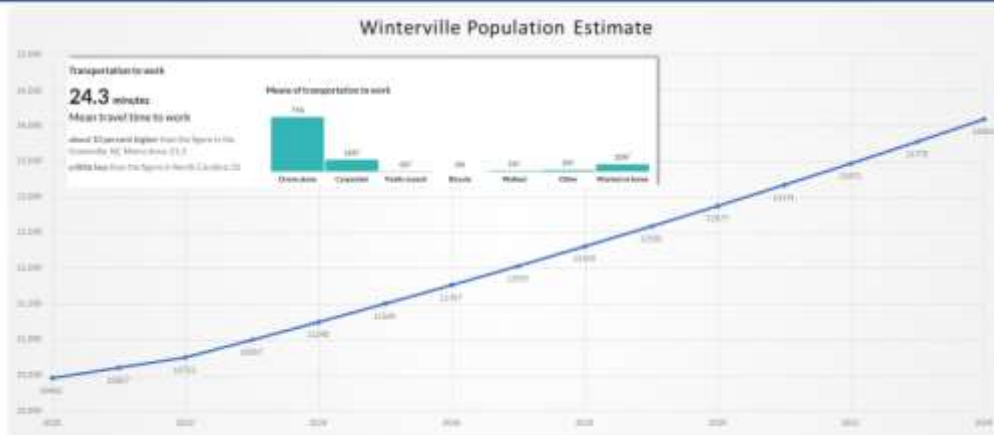
The public meetings said

Ranking	Resident requested facilities
1	Gymnasium
2	Soccer Fields
3	Baseball Fields
4	Adventure Playground
5	Natural Surface Trails
6	Weightlifting/ Cardio
7	Paved Trails
8	Football Fields
9	Teen Programming
10	Climbing Wall

This public input heavily influenced the design of the site

The site can allow for 8 out of the top 10 of these input requests to be met

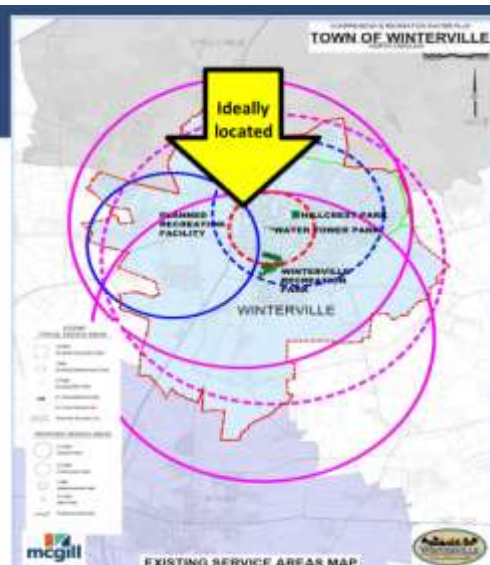
Winterville is growing: Attracting commuters and those that work from home



Facility Outlook

Key Considerations

1. You have no indoor facilities
2. Your current parks are generally built out.
3. There are currently no parks west of the railroad tracks.
4. Alice Keene Park (Pitt County) and Boyd Lee Park (Greenville) are both east of the Town Center
5. From years 5-10 you'll need to start to build back



Site-Specific Master Plan

Site Address: Former Gateway Christian Center
(West Depot St and Chapman St – 0 Chapman St)

Parcels: 57750, 27100, and 3465

Site Acreage: 12.6



Park Concepts:

Two concepts that reflected the goals of Winterville Parks & Recreation and the community's needs were developed.

After Winterville staff review, Concept B was selected as the preferred concept.



Park Concepts:

Keytag Legend	
CC	Community Center
PA	Parking Area (Typ)
PT	Playground & Turf Mounds
WT	Walking Trail
FS	Fitness Stations
SP	Small Picnic Shelter
NF	Ninja Fitness Course
PC	(6) Pickleball Courts
BC	Basketball Court
MP	Multi Purpose / Soccer Field
NS	Non-programmed Open Space
OS	Outdoor Performance Stage



Estimated Park Cost: \$20M



- Entire park development cost.
- Includes the cost of the recreation center.
- Does not include if you get grant funds
- Assumes mid-level development costs

Next Steps

- Design charette for the recreation center (optional)
- Construction drawings.
- Funding and phasing
- Leveraging with grants



Discussion followed on the Site-Specific Plan. Mayor Hines noted the difference in a design-build or a traditional build. Mr. Halubka stated some of the pros and cons and said the cost difference is negligible. Mayor Pro Tem Moye asked the cost difference in Concept A and B. Mr. Halubka said basically, the same, difference will be in the finer details. Councilwoman Hawkins asked where is input from staff. Mr. Halubka noted the design charette would allow additional input. Councilwoman Hawkins asked when could changes happen. Mr. Halubka said changes can still occur at any phase. Town Manager Parker said the total plan contains additional information. Councilwoman Hawkins asked if all the public input was put into the concepts and what is the timeline for park construction. Mr. Halubka replied it could run 2 - 5 years dependent on funding. Councilwoman Smith asked to proceed do we need to adopt the plan, then start obtaining funding.

Motion made by Councilwoman Smith and seconded by Mayor Pro Tem Moye to approve the Winterville Parks and Recreation Site Specific Plan

Councilwoman Roberson asked if the Church was still on the site? Town Manager Parker said yes, and we are working on getting it removed.

Motion carried unanimously, 5-0.

PUBLIC COMMENT: Mayor Hines read the Public Comment Policy.

1. Mat de Jesus - Thanked Council for the 4-way stop sign at Mill Street and Boyd Street and to not cut down her tree. Mayor Hines stated the Town is not forcing her to cut down tree. Councilwoman Hawkins added thank you for looking into ways to help those that reached out for dangerous trees.

CONSENT AGENDA:

Items included in the Consent Agenda:

1. Approval of Council Meeting Minutes.
2. Budget Amendment 2024-2025-7
3. Quail Trace Annexation - Direct Town Clerk to Investigate Sufficiency.
4. 2020 Global Investments LLC Annexation - Direct Town Clerk to Investigate Sufficiency.
5. T.A. Loving Company: Change Order No. 2 – 2020 Sewer Pumpstation Project.

Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to approve the consent agenda. Motion carried unanimously, 5-0.

OLD BUSINESS:

1. Non-Town Agency Funding.

Town Manager Parker asked Council to discuss and determine the process for the FY 2025-2026 Non-Town Agency Funding Process. Attached is the funding from prior years. Councilwoman Smith noted that Non-town agency funding that is not related to the Town. Town Manager Parker explained some of the items that have come up to discuss. Town Clerk Harvey read the page summarizing funding requests. Councilwoman Smith said items were discussed last year and continue to be a question. Town Manager Parker noted that the first year she was here, she was task to study the issue. Mayor Hines said citizens are being asked to dig deeper in pockets. Finance Director Manning said that \$128,000 per 1 cent on the dollar. Mayor Pro Tem Moye the funds have been used in organizations that are doing good and discussed some on the list that have done positive things in our community. Councilwoman Smith noted all are very good organizations, it is where do we draw the line and are not duplicating other funding. Councilwoman Harrell said as we discuss these, where are they going to move to services; what is the gain from the Watermelon Festival? Mayor Hines said what is the return on the investment. Councilwoman Harrell said when do we see something beneficial to the Town. Mayor Pro Tem Moye said he has seen and talked to people that things like this "showcase" of our Town. Councilwoman Hawkins said as we look at this funding, citizens are not benefitting. How are those that are benefitting giving it back to citizens; want to look for an average citizen. Councilwoman Roberson said look at the NTA; Watermelon Festival is equal to 1 cent on the taxes; many others are important; it is hard to pick and choose. Mayor Hines said budget sessions are upcoming. Town Manager Parker said she is waiting for direction from Council. Councilwoman Harrell said we made decisions in May last year. Town Manager Parker said we have made decision at first Budget Work Session.

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Hawkins to approve Non-Town Agency Funding except from those submitted last year.

Councilwoman Harrell asked what does that mean for new applicants? Mayor Pro Tem Moye noted his motion and reasons Councilwoman Hawkins asked what the limit is. Town Manager Parker said no limit in policy, explain needs and amount of request. Councilwoman Hawkins said she is not sure about her second. Councilwoman Harrell so many understand growth in Winterville, how do we not box ourselves?

Motion failed, 1-4. Councilwoman Harrell, Councilwoman Hawkins, Councilwoman Roberson, and Councilwoman Smith opposed.

Councilwoman Roberson asked what about others not on list.

Motion made by Councilwoman Hawkins to approve the table of the NTA funding. Die for lack of a second. No vote.

Motion made by Councilwoman Roberson and seconded by Mayor Pro Tem Moye to approve accepting applications from those funded last year. Motion failed, 2-3. Councilwoman Harrell, Councilwoman Hawkins, and Councilwoman Smith opposed.

Mayor Hines announced a 10-minute break.

Councilwoman Roberson said if we open up to new agencies, are we talking about increasing the amount. Councilwoman Harrell said set a maximum amount and open up to others. Councilwoman Roberson said those previously funded are planning their programs.

Motion made by Councilwoman Harrell and seconded by Councilwoman Hawkins to open up to all agencies to apply.

Councilwoman Smith said some services may be duplicated. Councilwoman Hawkins said he gave the numbers, are they comparable.

Motion carried 4-1. Councilwoman Smith opposed.

NEW BUSINESS:

1. Accessible Parks Grant.

Parks and Recreation Director White said the Town of Winterville Parks and Recreation Department successfully applied for the first round of the Accessible Parks Grant and was awarded funding to implement ADA improvements at Winterville Recreation Park, with a 1:5 matching contribution from the Town. A Request for Qualifications (RFQ) was issued to qualified firms and general contractors in North Carolina, seeking professional services in engineering, landscape architecture, and comprehensive design. The RFQ had a submission deadline of Tuesday, February 25, 2025. This project will focus on designing various accessibility improvements for Winterville Recreation Park, located at 332 Sylvania Street. Attached is the proposal and the scoring system. Based on the review of the proposal, experience, and the highest cumulative score, staff recommends awarding the contract for engineering and project completion to Rivers & Associates, Inc.

Motion made by Councilwoman Roberson and seconded by Councilwoman Smith to approve the Accessible Parks Grant. Motion carried unanimously, 5-0.

2. NCLM Voting Delegate.

Town Clerk Harvey briefed Council on selecting a voting delegate for the Board of Directors of NCLM. Each member municipality shall designate one voting delegate who is eligible to cast a single vote for the 2025-2026 League Board of Directors in advance of the annual business meeting. Electronic Voting Timeline:

- The designated voting delegate shall receive their credentials and voting instructions on or before April 14, 2025.
- The appointed voting delegate shall vote on the slate of candidates via electronic means between April 14- April 21, 2025.

- The election results shall be presented to the membership at CityVision 2025, May 1, 2025, at the NCLM Annual Business Meeting during the CityVision conference.

Please note that the designated voting delegate does not need to attend CityVision. There is not a need for a voting delegate to be assigned for CityVision this year because the issues to be voted on at the Business Meeting are non-controversial (ex: retirement and memorial resolutions). All business at CityVision will be conducted by voice vote.

Motion made by Councilwoman Roberson and seconded by Mayor Pro Tem Moye to name Mayor Hines as the voting delegate. Motion carried unanimously, 5-0.

3. Villa Grande Phase 3 Final Plat.

Assistant Town Manager Bowers Spoke to a related issue to this item.

System development fees relating to Villa Grande Phase 3 Development fee for this relating to meter size from Bell Arthur Water Corporation. The rate for the $\frac{3}{4}$ - inch rate. Mayor Hines asked will this come back again. Assistant Town Manager Bowers said this will not significantly impact the Town. Councilwoman Smith asked will this make a major affect. Assistant Town Manager Bowers noted the fees and differences and said Staff is good with either direction not a major difference. Town Manager Parker said Staff will be looking at fees. Mayor Pro Tem Moye asked is anyone else using the larger meter fee. Assistant Town Manager Bowers said none at this time. Councilwoman Hawkinsasked putting in 1-inch meter as required by Bell Arthur Water, fee would adjust to $\frac{3}{4}$ inch meter, they are getting more for less. Assistant Town Manager Bowers said allows more but they pay. Councilwoman Hawkins asked how can we proactively approach? Assistant Town Manager Bowers we can look at our fees.

Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to approve varying from 1-inch to $\frac{3}{4}$ inch fee and direct staff to look into fees.

Councilwoman Roberson asked are we getting what was set by our fees. Assistant Town Manager Bowers said Staff asking to level playing field. Councilwoman Robersonsaid she is looking for developers to bring something to the Town.

Motion carried unanimously, 5-0.

Planning and Economic Development Director Penn gave the following presentation:

Villa Grande Phase 3 Final Plat

Presenter:
Stephen Penn,
Planning



- Applicant: Thomas Engineering, PA.
- Location: Red Forbes Rd- North of Villa Grande Phase 1.
- Parcel Numbers: 19880, 80704, & 82582.
- Site Data: 40 New Lots; 22.73 Acres.
 - Fire Access Lane Provided (to give emergency services a second access point for the subdivision).
- Zoning District: R-10.



Town of
WINTERVILLE
A slice of the good life!

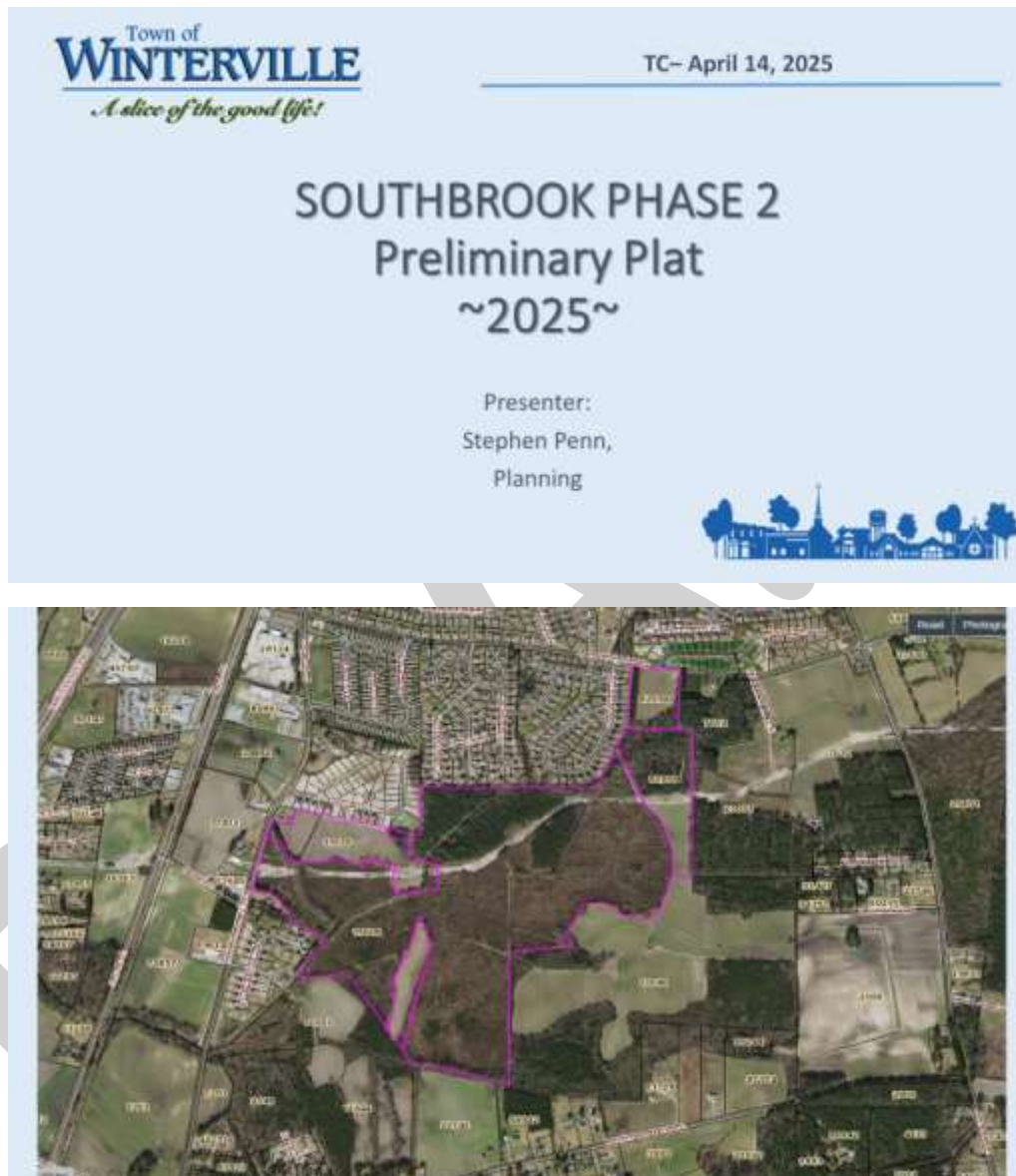
Villa Grande Ph 3. – Final Plat

- Staff Recommendation:
 - The Villa Grande, Phase 3 Final Plat has received Technical Review Committee Approval. Staff recommends approval of Villa Grande Phase 3 Final Plat.
- P&Z Recommendation:
 - Unanimously recommended approval at their March 2025 Meeting.

Mayor Pro Tem Moye asked has the access lane been tested? Planning and Economic Development Director Penn said it has been tested and tamped. Councilwoman Roberson said it is better than some of the others around Town.

Motion made by Councilwoman Smith and seconded by Councilwoman Roberson to approve Villa Grande Phase 3 Final Plat. Motion carried unanimously, 5-0.

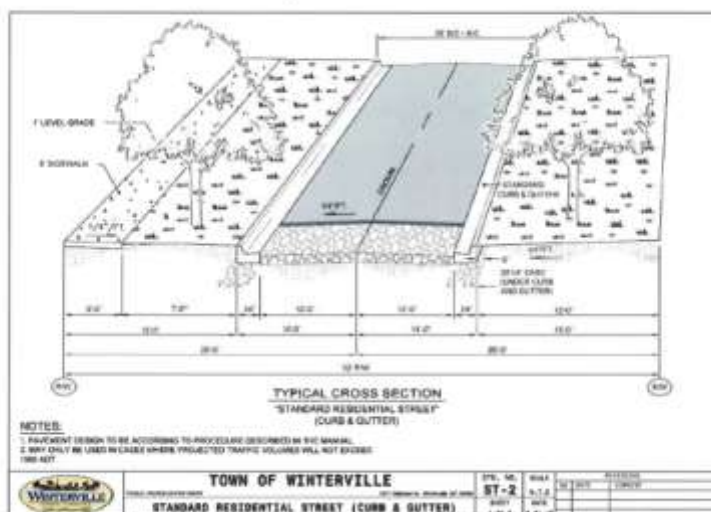
4. Southbrook Phase 2 Preliminary Plat.



- Applicant: Southbrook NC, LLC(Scott Moore)
- Location: Church Street Ext and Laurie Ellis Road
- Parcel Numbers: 15006, 11636, 11638, 82096, 82094
- Site Data: 245.43 acres in total, 187.58 acres in this phase. (Phase 2)
- Zoning District: Conditional District PUD (R-6 PUD, MR PUD) Approved by Town Council at their January 2023 Regular Council Meeting.
 - The PUD Zoning District provides its own development standards for some elements of the subdivision. Any standard not approved within the PUD Ordinance (23-O-011) is applicable to normal standards for the district.

- Lots:
 - 336 Single Family Detached Lots in PH 2
 - 44 Single Family Attached Units in Ph 2. (Townhomes)
 - Total of 434 Residential Units in Phase Two. (612 in total development)
- Lot Size:
 - Single Family Detached Lots Average 8,491 square feet.
 - Single Family Attached Lot will feature 2,200 square feet.
- Recreation Land:
 - PH2 Preliminary Plat Proposes 11.45 acres of recreation land dedication.
 - A portion of the land, that meet the Subdivision Ordinance Standards for Dedication may be used for recreation dedication. TBD at Final Plat.





Sidewalk
Street Trees
28' B/B
52' ROW

**Staff Recommendation:**

Approval of Southbrook, Phase Two, Preliminary Plat. This Preliminary Plat has been approved by the Winterville Technical Review Committee.

P&Z Recommendation:

P&Z unanimously recommended approval at their March 2025 Meeting.

Mayor Hines said he likes leaving and adding in trees. Councilwoman Hawkins asked does the development have attached and single family; are pricing equitable for a price that is able to get into. Mr. Scott Moore said we are looking and working to make affordable.

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Smith to approve Southbrook Phase 2 Preliminary Plat. Motion carried, 4-1. Councilwoman Hawkins opposed.

5. Market Square Usage for National Day of Prayer.

Town Clerk Harvey said Koinonia Church in Greenville would like to request the use of Market Square for an Evening National Day of Prayer on May 1, from 6 pm to 7 pm. They are expecting around 100 to 150 people from the community to attend for this prayer gathering. Additionally, they would appreciate any guidance on the necessary steps to arrange this event with different churches and community members. Town Manager Parker explained extra conditions including 2 Winterville off duty police and propose development of a policy. Council discussed the usage.

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Hawkins to approve the Use of Market Square Usage for National Day of Prayer by Koinonia Church with the condition of the group hiring 2 off duty Police. Motion carried unanimously, 5-0.

6. NCDOT Electric Engineering Reimbursement Contract - Old Tar Road.

Assistant Town Manager Bowers said NCDOT has agreed to reimburse the Town of Winterville for the engineering cost associated with the relocation of Winterville's Electric infrastructure that is located adjacent to Old Tar Road. This reimbursement is in conjunction with the widening of Old Tar Road from Winterville to Greenville. The value of this reimbursement is \$128,459.

Mayor Hines asked if this work was in house or subcontracted. Assistant Town Manager Bowers said work was subcontracted and is already completed.

Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to approve the NCDOT Electric Engineering Reimbursement Contract and for Staff to sign. Motion carried unanimously, 5-0.

OTHER AGENDA ITEMS:

1. Pitt Community College Programs. (Councilwoman Hawkins).

Councilwoman Hawkins noted expansion of trade programs. They are extending cosmetology program and those with interest are coming to PCC. Councilwoman Roberson noted to express interest to PCC and they will make every effort to offer.

2. Traffic Stops. (Councilwoman Hawkins).

Councilwoman Hawkins said looking to the nature of traffic stops, we have dropped in our ranking. Most stops are for traffic stop investigations. What can I do to find out what these stops do? Why are there so many stops and safety ranking dropped. Encourage citizens to ride along. Interested in learning more. Chief Williams said we always strive to do better. Issue lots of warnings. Some of the reporting was incorrect. Councilwoman Hawkins said I am grateful for living in a safe Town, however, afraid of those on our streets. Chief Williams said traffic stops are not very much when broken down by officer. When we were safer, we made more stops. Councilwoman Hawkins said can discuss the problems, not sure he wants to discuss here and now. Chief Williams said some of the statistics are misleading. Councilwoman Hawkins said looking at statistics and can see what they say. Mayor Pro Tem Moye said what can we do to improve our statistics.

3. Community Conversations: Roundtable. (Councilwoman Hawkins).

Councilwoman Hawkins said Winterville Human Relations Board has addressed. Will handle under future items.

4. Update Request: Trees, Town-Based Transportation, Main Street/Mill Street Parking. (Councilwoman Hawkins).

Councilwoman Hawkins said dangerous trees, elderly homeowners need help. Town Manager Parker said we met with Rebuild, spoke to trees in their meeting. This would open up things for other work items. Councilwoman Hawkins asked if Rebuild provides program implementation. Town Manager Parker said Town provides \$6,000 for repairs per house. They have program and we provide \$20,000 each year. They implement and manage the program. Councilwoman Hawkins asked what is \$6,000 and \$20,000. Town Manager Parker explained program operation. Staff stands ready to proceed.

Motion made by Councilwoman Roberson and seconded by Councilwoman Harrell to approve moving as has been on urgent repair. Motion carried unanimously, 5-0.

Mayor Hines said USDA does not do repair work in the Town of Winterville. Mayor Pro Tem Moyer asked will we look at existing applications. Town Manager Parker said yes and proceed forward with Rebuild. Councilwoman Hawkins said she will bring back up next month. Mayor Hines said Federal program has never done trees or landscaping; only to major part of attached to house and explained federal programs. Mayor Hines discussed the Town Walk and information obtained. Councilwoman Hawkins said she has received no additional information on transportation. Motion made way back. Councilwoman Smith asked if it is to be shared with Councilwoman Hawkins or citizens. Councilwoman Hawkins said additional information with fees, etc. Councilwoman Smith said information could change and be outdated. Councilwoman Hawkins said looking for list with encompassing information. Mayor Hines said can they put it on our website or listing. Town Attorney Lassiter will look at it, not sure we can. Councilwoman Hawkins said list did not seem complete. Town Manager Parker said she is looking for direction, will give staff direction on item.

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

1. Winterville Human Relations Board Items.

Town Clerk Harvey asked Council to discuss items from the Winterville Human Relations Board:

- Summer youth cookout and playday: June 14th; rain date June 21st.
- Community Conversations Roundtable: May 29th from 6 pm - 8 pm with light refreshments. Council approved a motion at the December 9, 2024 meeting for a Community Round Table to be held by Council or Winterville Human Relations Board.
- Tentatively set a Mental Health Day: May 17th around 2 pm.

Council discussed items, locations, time and how they will be undertaken. Playday tabled.

Motion made by Councilwoman Hawkins and seconded by Councilwoman Roberson to approve WRHB Host Roundtable and Mental Health Days. Motion carried unanimously, 5-0.

QUARTERLY REPORTS FROM DEPARTMENT HEADS:

Mayor Hines noted due to time reports would be postponed until next month's agenda.

ANNOUNCEMENTS: Town Clerk Harvey gave the following announcements:

- North Carolina Lineworker Appreciation Day: Monday, April 14, 2025.
- Board of Adjustment Meeting: Tuesday, April 15, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Stormwater Advisory Board Meeting: Wednesday, April 16, 2025 @ 6:00 pm – Operation Center.
- Lineworker Appreciation Day: Friday, April 18, 2025.
- Good Friday Holiday – Town Offices Closed: Friday, April 18, 2025.
- Coffee with a COP: Friday, April 18, 2025; 9:00 am – 10:30 am – Cooper's Cup, 2588 Railroad Street, Winterville, NC.
- Planning and Zoning Board Meeting: Monday, April 21, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Recreation Advisory Board: Tuesday, April 22, 2025 @ 6:30 pm – Operation Center.
- Human Relations Board Meeting: Thursday, April 24, 2025 @ 7:00 – Town Hall Executive Conference Room.
- NCLM CityVision 2025: Tuesday, April 29, 2025 – Thursday, May 1, 2025 – Greenville Convention Center, Greenville, NC.

- May Agenda Abstracts Due: Wednesday, April 30, 2025.
- Town Council and Manager Budget Progress Meeting: Monday, May 5, 2025 @ 6:00 pm - Town Hall Executive Conference Room.
- June 2025 Newsletter Information Due: Wednesday, May 7, 2025.
- Agenda Review Meeting: Thursday, May 8, 2025 @4:00 pm – Town Hall Executive Conference Room.
- Regular Town Council Meeting: Monday, May 12, 2025 @ 6:00 pm - Town Hall Assembly Room.

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

Attorney Lassiter: Lawsuit from DOT concerning widening, there are a couple of changes needed. Taxes and Fees due the Town.

Motion made by Councilwoman Smith and seconded by Mayor Pro Tem Moyer to approve consent and negotiate and sign consent form. Motion carried unanimously, 5-0.

Councilwoman Smith: Congratulations to the Town Clerk, Lineworkers, and others for all their time.

Councilwoman Roberson: Thanks to all.

Mayor Pro Tem Moyer: Thanks to all, and glad for our county commissioner in attendance.

Councilwoman Harrell: Grateful to all of you for what you do.

Councilwoman Hawkins: Thank you staff and people of the town.

Manager Parker: None

Mayor Hines: Thanks for the Easter celebration and opening baseball day. Appreciate what you do, including council.

ADJOURN:

Motion made by Mayor Pro Tem Moyer and seconded by Councilwoman Roberson to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 10:12 pm.

Adopted this the 9th day of June 2025.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: June 9, 2025

Presenter: Jessica Manning, Finance Director

Item to be Considered

Subject: Budget Amendment 2024-2025-8.

Action Requested: Approval of Budget Amendment 2024-2025-8.

Attachment: Budget Amendment 2024-2025-8.

Prepared By: Jessica Manning, Finance Director

Date: 6/2/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

This is the eighth budget amendment for the 2024-2025 Fiscal Year.

1. The first item in this budget amendment addresses an increase in the Current Year Tax budget by \$230,000, a decrease in the Prior Year Tax budget by \$3,000, and an increase to Vehicle Property Taxes by \$65,000 to reflect the tax collections in this fiscal year. It also addresses the need to decrease the Local Options Sales Tax revenue budget by \$150,000 and increase the Utility Franchise Tax revenue budget by \$20,000.
2. The second item addresses the need to reduce the School Resource Officer Grant proceeds budget by \$63,000 due to an SRO being out on medical leave, reduce the Police Special Event Pay revenue budget by \$30,000, and increase the Asset Forfeiture Funds revenue budget by \$5,300.
3. The third item address the need to decrease the Fire Inspections revenue budget by \$8,000 and to reduce the Building Inspections revenue budget by \$50,000. The Debris Pick Up revenue budget will be increased by \$1,800.
4. The fourth item includes a reduction in the Winterville EMS Reimbursement revenue budget by \$20,000 and an increase to the Fire Contracted Services line item for the Fire Master Plan Study in the amount of \$79,195.
5. The fifth item reduces the salaries and wages line item budgets in the Police department by \$300,000 and the Electric department by \$200,000. It also includes an increase to Electric Purchase for Resale in the amount of \$250,000, as well as a decrease in the Electric Sales revenue budget (\$250,000) and a decrease in the Electric Sales Tax revenue budget (\$40,000).
6. The sixth item addresses the need to reduce the General Fund Debt Proceeds by \$80,000 and the Sewer Fund Debt Proceeds by \$47,000 due to equipment and vehicle purchases not costing as much as estimated.
7. The seventh item is for the construction cost of the water line at the ballpark in the amount of \$48,950 including a contingency of \$4,895.
8. The eighth item is to increase the Recreation Grant budget by \$1,300 for the Pitt County Cultural Arts and Recreation movie night grant that includes a 50/50 local match from the Town.
9. The ninth item is to increase the Powell Bill Distribution Revenue budget by \$48,400.
10. The tenth item addresses the need to increase the respective capital reserve accounts for funds that were collected during the fiscal year. The totals are as follows: Recreation - \$108,000, Electric - \$95,000, Water - \$131,000, and Sewer \$311,000.
11. The eleventh item is to account for the Town's local match agreement for the third year of the Safe Routes to School Grant funding in the amount of \$12,184.
12. The final item accounts for the Accessible Parks Project Grant in the total amount of \$597,740. This includes a local Town match of \$94,790 as well as a General Fund Contribution of \$29,002.

Budgetary Impact: The total budget amendment will increase the budget in the amount of \$1,137,356.

Recommendation: Staff recommends Council approve Budget Amendment 2024-2025-8.

BUDGET ORDINANCE AMENDMENT 24-25-8

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION	Fund	Account	Increase	Decrease
Taxes Current Budget	General	10-0000-00 3110	\$ 230,000	
Taxes Prior Year	General	10-0000-00 3120		\$ 3,000
Vehicle Property Taxes	General	10-0000-00 3160	\$ 65,000	
Local Options Sales Tax	General	10-0000-00 3210		\$ 150,000
Utility Franchise Tax	General	10-0000-00 3320	\$ 20,000	
Grant	General	10-0000-00 3415		\$ 63,000
Asset Forfeiture Fed Funds	General	10-0000-00 3435	\$ 5,300	
Police Event Pay	General	10-0000-00 3863		\$ 30,000
Fire Inspections	General	10-0000-00 3634		\$ 8,000
Building Inspections	General	10-0000-00 3636		\$ 50,000
Debris Pick Up	General	10-0000-00 3855	\$ 1,800	
Winterville EMS Reimbursement	General	10-0000-00 3861		\$ 20,000
Fund Balance Appropriation	General	10-0000-00 3831		\$ 218,905
Electric Sales	Electric	60-0000-00 3901		\$ 250,000
Electric Sales Tax	Electric	60-0000-00 3911		\$ 40,000
Fund Balance Appropriation	Electric	60-0000-00 3831	\$ 340,000	
Debt Service Proceeds	General	10-0000-00 3811		\$ 80,000
Debt Service Proceeds	Sewer	62-0000-00 3811		\$ 47,000
Fund Balance Appropriation	Parks and Recreation	15-0000-00 3831	\$ 53,845	
Grant	Recreation	15-0000-00 3415	\$ 1,300	
Fund Balance Appropriation	Recreation	15-0000-00 3831	\$ 1,300	
Recreation Sub Fees	Recreation	15-0000-00 3627	\$ 108,000	
Powell Bill Distribution	Powell Bill	16-0000-00 3440	\$ 48,400	
Fund Balance Appropriation	Powell Bill	16-0000-00 3831		\$ 48,400
Connection Fees	Electric	60-0000-00 3902	\$ 95,000	
System Development Fees	Water	61-0000-00 3919	\$ 131,000	
System Development Fees	Sewer	62-0000-00 3919	\$ 311,000	
Grant	Safe Routes to School	24-0000-00 3415		\$ 12,184
General Fund Contribution	Safe Routes to School	24-0000-00 3871	\$ 12,184	
Grant	Accessible Parks	25-0000-00 3415	\$ 473,948	
General Fund Contribution	Accessible Parks	25-0000-00 3871	\$ 94,790	
General Fund Contribution	Accessible Parks	25-0000-00 3871	\$ 29,002	
Fund Balance Appropriation	General	10-0000-00 3831	\$ 135,976	

Total

\$ 2,157,845 \$ 1,020,489

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION	Fund	Department	Account		Increase	Decrease
Contracted Services	General	Fire	10-4320-00	4233	\$ 79,195	
Salaries and Wages	General	Police	10-4310-00	4120		\$ 300,000
Salaries and Wages	Electric		60-7110-00	4120		\$ 200,000
Purchase for Resale	Electric		60-7110-00	4303	\$ 250,000	
Capital Outlay	General	Public Works	10-4510-02	7150		\$ 80,000
Capital Outlay	Sewer		62-8010-00	7150		\$ 47,000
Contracted Services	Parks and Recreation		15-6010-00	4232	\$ 48,950	
Contingency	Parks and Recreation		15-6010-00	4250	\$ 4,895	
Citizen/Rec Programs	Recreation		15-6010-00	4282	\$ 2,600	
Contribution to Capital Reserve	Recreation		15-6010-00	9112	\$ 108,000	
Contribution to Capital Reserve	Electric		60-7110-00	9112	\$ 95,000	
Contribution to Capital Reserve	Water		61-7210-00	9112	\$ 131,000	
Contribution to Capital Reserve	Sewer		62-7320-20	9112	\$ 311,000	
Contribution to Grant Fund	General	Non-Departmental	10-9500-00	9118	\$ 12,184	
Contribution to Grant Fund	General	Non-Departmental	10-9500-00	9118	\$ 123,792	
Construction	Accessible Parks		25-4530-00	7109	\$ 454,990	
Contingency	Accessible Parks		25-4530-00	4250	\$ 22,750	
Engineering	Accessible Parks		25-4530-00	4232	\$ 120,000	
Total					\$ 1,764,356	\$ 627,000

Adopted the 9th day of June 2025.

Richard E. Hines, Mayor

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: June 9, 2025

Presenter: Jessica Manning, Finance Director

Item to be Considered

Subject: Accessible Parks Project Grant Fund Ordinance.

Action Requested: Approve the Grant Budget Ordinance.

Attachment: Budget Ordinance #24-25-GB0-1.

Prepared By: Jessica Manning, Finance Director

Date: 5/30/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

This Grant Budget Ordinance establishes the fund for the Winterville Parks and Recreation Accessible Parks Project Grant Agreement. Funding for this project is provided by grant proceeds from the North Carolina Department of Natural and Cultural Resources Division of Parks and Recreation in the amount of \$473,948. The Town is required to provide a local match of \$94,790. The total project is estimated to cost \$597,740, therefore, \$29,002 is budgeted as a General Fund Contribution to cover the difference.

This is a multi-year grant and the period covered by this agreement is 11/1/2024 – 10/31/2027. This grant funding provides for the construction of new facilities or adaption of existing facilities that meet the needs of persons with disabilities or that enable them to participate in recreational and sporting activities, regardless of their abilities.

Budgetary Impact: The amount of this Grant Budget Ordinance is \$597,740.

Recommendation: Staff recommends Council approval of Grant Budget Ordinance 24-25-GB0-1.

**TOWN OF WINTERVILLE
BUDGET ORDINANCE #24-25-GB0-1
ACCESSIBLE PARKS PROJECT GRANT**

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

Section 1: The grant authorization is for the Winterville Parks and Recreation Accessible Parks Project Grant Agreement. This grant funding provides for the construction of new facilities or adaption of existing facilities that meet the unique needs of persons with disabilities or that enable them to participate in recreational and sporting activities, regardless of their abilities. Funding for this project is provided by grant proceeds from the North Carolina Department of Natural and Cultural Resources Division of Parks and Recreation.

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

Construction	\$454,990
Contingency.....	\$22,750
Engineering	\$120,000
	<u>\$597,740</u>

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

Grant Funding – Accessible Parks Grant Award	\$473,948
Local Match – Town Contribution.....	\$94,790
General Fund Contribution.....	\$29,002
	<u>\$597,740</u>

Section 4: The Finance Officer is hereby directed to maintain within the Grant Fund sufficient detailed accounting records to satisfy the requirements of the grant guidelines.

Section 5: Funds may be provided from the General Fund for the purpose of supplementing the funds provided from the Federal and State Governments.

Section 6: Funds may be combined with additional funds considered to be eligible from the State of North Carolina. The combined funds can be used to leverage the two sources of funding to increase the scope of the project.

Section 7: The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 2 and on the total revenues received or claimed.

Section 8: The Town management has the ability to amend the budget at the line item level as long as the amendments do not increase or decrease the overall budget total for the fund. Any changes to the fund total will require Town Council approval.

Section 9: Copies of this grant ordinance shall be furnished to the Town Clerk, Governing Board, Finance Director, and Town Manager (Budget Officer) to be kept on file by them for their direction in the disbursement of funds.

Adopted this 9th day of June 2025

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: June 9, 2025

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Change Order No. 3 for T.A. Loving – Contractor for 2020 Sewer Pump Station Project.

Action Requested: Approve Change Order #3.

Attachment: Proposed Agreement.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 5/30/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

T.A. Loving is the general contractor responsible for building the Chapman Street and Church Street pump stations. This is the third change order for this project.

This is project address work order directive #4.

WO 4 – Adjust location of proposed Church Street wet well, check valve vault, and meter vault. Adjustment shifts Church Street Pump Station proposed 12-inch force main alignment, adds an additional air release valve vault, and add a new driveway entrance.

To date the project is still under budget and is 4 months ahead of schedule.

Budgetary Impact: Contract Increase in the amount of \$35,166.50.

Recommendation: Staff recommends Council Approve Change Order No 3 for T.A. Loving.

CHANGE ORDER NO.: 3

Owner: Town of Winterville Owner's Project No.:
 Engineer: Rivers & Associates, Inc Engineer's Project No.: 2020068
 Contractor: T.A. Loving Company Contractor's Project No.:
 Project: Sanitary Sewer Pump Station Rehabilitation 2020
 Contract Name: Contract I - General
 Date Issued: April 11, 2025 Effective Date of Change Order: May 12, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional materials and equipment required to adjust location of proposed Church Street wet well, check valve vault, and meter vault. Adjustment adds additional pump station site piping, fencing, and an additional air release valve vault. Adds quantities for the removal of inactive 8-inch force main necessary for the installation of proposed 12-inch Church Street force main and addresses various quantity overruns.

Attachments:

Work Change Directive #4 issued by the Town of Winterville, NC and price proposals from Contractor for labor.

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 7,439,650.00	Substantial Completion: 457 Days
	Ready for final payment: 487 Days
Decrease from previously approved Change Orders No. 1 to No. 2:	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 2:
\$ 49,533.80	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 7,390,116.20	Substantial Completion: 457 Days
	Ready for final payment: 487 Days
Increase this Change Order:	[Increase] [Decrease] this Change Order:
\$ 35,166.50	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 7,425,282.70	Substantial Completion: 457 Days
	Ready for final payment: 487 Days

Recommended by Engineer (if required)

By: 

Title: Sr. Project Manager

Date: 4-11-25

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor



President - Conveyance Systems

5.23.2025

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

ATTACHMENT #1 - QUANTITY ADJUSTMENTS
Town of Winterville - Sanitary Sewer Pump Station Rehabilitation 2020 - Contract I
April 11, 2025

Bid Item No.	Item		Bid Item Quantity	Unit Price	Lump Sum	Bid Item Value (\$)	CO #1	CO #2	CO #2	CO #3	Adjusted Item Quantity	Adjusted Item Value
	Bid Item Description											
1	Mobilization and Bonding (not to exceed 3%)		1		\$194,326.35	\$194,326.35	\$0.00			\$0.00	\$194,326.35	\$194,326.35
2a	Chapman St. Pump Station w/ Barnes Pumps		1		\$1,809,500.00	\$1,809,500.00	\$0.00			\$0.00	\$1,809,500.00	\$1,809,500.00
3a	Church St. Pump Station w/ Barnes Pumps		1		\$1,599,500.00	\$1,599,500.00	\$0.00			\$0.00	\$1,643,514.00	\$1,643,514.00
4	Robinson Heights PS Electrical Improvements		1		\$310,000.00	\$310,000.00	\$0.00			\$0.00	\$310,000.00	\$310,000.00
5	Abandon Existing Pump Station (Winterville Crossing)		1		\$35,000.00	\$35,000.00	\$0.00			\$0.00	\$35,000.00	\$35,000.00
6	8" RJDIP Force Main		35	\$275.00		\$9,625.00	\$0.00			\$0.00	35	\$9,625.00
7	12" PVC Force Main		4,300	\$125.00		\$537,500.00	\$0.00			\$0.00	4,415	\$551,875.00
8	12" RJPVC Force Main		3,200	\$255.00		\$816,000.00	\$25,500.00			\$0.00	3,300	\$841,500.00
9	Tie-In Existing Forcemain to new Forcemain		3	\$6,000.00		\$18,000.00	\$0.00			\$0.00	3	\$18,000.00
10	12" Horizontal Directional Bore w/ Fusible® PVC Beneath NC HWY. 11		1	\$135,000.00		\$135,000.00	\$0.00			\$0.00	1	\$135,000.00
11	12" Horizontal Directional Bore w/ Fusible® PVC Beneath Stream Crossing		1	\$135,000.00		\$135,000.00	\$0.00			\$0.00	1	\$135,000.00
12	12" Horizontal Directional Bore w/ Fusible® PVC Beneath Reedy Branch Road		1	\$215,000.00		\$215,000.00	\$0.00			\$0.00	1	\$215,000.00
13	Automatic Air Release Valve and Vault w/ Vent (0'-6")		10	\$17,500.00		\$175,000.00	\$17,500.00			\$0.00	11	\$192,500.00
14	Abandon 8" Force Main with Flowable Fill		90	\$30.00		\$2,700.00	\$0.00			\$0.00	90	\$2,700.00
15	Cap and Abandon Existing 6" Force Main		2	\$2,000.00		\$4,000.00	\$0.00			\$0.00	2	\$4,000.00
16	8" Plug Valve w/ Box		2	\$7,150.00		\$14,300.00	\$0.00			\$0.00	2	\$14,300.00
17	12" Plug Valve w/ Box		1	\$12,000.00		\$12,000.00	\$0.00			\$0.00	1	\$12,000.00
18	10" PVC Gravity Sewer (8'-10')		180	\$250.00		\$45,000.00	\$0.00			\$0.00	180	\$45,000.00
19	12" PVC Gravity Sewer (16'-18')		30	\$470.00		\$14,100.00	\$0.00			\$0.00	30	\$14,100.00
20	15" PVC Gravity Sewer (8'-10')		220	\$295.00		\$64,900.00	\$0.00			\$0.00	220	\$64,900.00
21	15" PVC Gravity Sewer (10'-12')		445	\$305.00		\$135,725.00	\$0.00			\$0.00	445	\$135,725.00
22	15" PVC Gravity Sewer (12'-16')		20	\$425.00		\$8,500.00	\$0.00			\$0.00	20	\$8,500.00
23	18" PVC Gravity Sewer (0'-6')		10	\$650.00		\$6,500.00	\$0.00			\$0.00	10	\$6,500.00
24	12" DIP 20 LF Point Repair (0'-6')		1	\$12,500.00		\$12,500.00	-\$12,500.00			\$0.00	0	\$0.00
25	Install New 4' Manhole (6'-8')		1	\$14,500.00		\$14,500.00	\$0.00			\$0.00	1	\$14,500.00
26	Install New 4' Manhole (8'-10')		1	\$15,500.00		\$15,500.00	\$0.00			\$0.00	1	\$15,500.00

ATTACHMENT #1 - QUANTITY ADJUSTMENTS
Town of Winterville - Sanitary Sewer Pump Station Rehabilitation 2020 - Contract I
April 11, 2025

27	Install New 4' Manhole (10'-12')	2	\$16,500.00		\$33,000.00		\$0.00		\$0.00		\$0.00	2	\$0.00		\$33,000.00
28	Install New 4' Manhole (12'-16')	1	\$17,550.00		\$17,550.00		\$0.00		\$0.00		\$0.00	1	\$0.00		\$17,550.00
29	Concrete Polymer Manhole w/ Vent	1	\$38,500.00		\$38,500.00		\$0.00		\$0.00		\$0.00	1	\$0.00		\$38,500.00
30	Tie-in to Existing Manhole	4	\$3,500.00		\$14,000.00		\$0.00		\$0.00		\$0.00	4	\$0.00		\$14,000.00
31	Cap and Abandon 8" Gravity Sewer	2	\$2,500.00		\$5,000.00		\$0.00		\$0.00		\$0.00	2	\$0.00		\$5,000.00
32	Cap and Abandon 12" Gravity Sewer	1	\$2,500.00		\$2,500.00		\$0.00		\$0.00		\$0.00	1	\$0.00		\$2,500.00
33	24" Steel Casing (Jack & Bore)	65	\$925.00		\$60,125.00		\$0.00		\$0.00		\$0.00	65	\$0.00		\$60,125.00
34	30" Steel Casing (Jack & Bore)	100	\$1,250.00		\$125,000.00		\$0.00		\$0.00		\$0.00	100	\$0.00		\$125,000.00
35	18" Steel Casing (Open Cut)	25	\$280.00		\$7,000.00		\$0.00		\$0.00		\$0.00	25	\$0.00		\$7,000.00
36	24" Steel Casing (Open Cut)	30	\$385.00		\$11,550.00		\$0.00		\$0.00		\$0.00	30	\$0.00		\$11,550.00
37	24" RCP	400	\$300.00		\$120,000.00	-320	-\$96,000.00		\$0.00		\$0.00	80	\$0.00		\$24,000.00
38	15" Corrugated Metal Pipe (CMP)	80	\$200.00		\$16,000.00		\$0.00		\$0.00		\$0.00	80	\$0.00		\$16,000.00
39	18" Corrugated Metal Pipe (CMP)	20	\$225.00		\$4,500.00		\$0.00		\$0.00		\$0.00	20	\$0.00		\$4,500.00
40	24" Corrugated Metal Pipe (CMP)	20	\$245.00		\$4,900.00		\$0.00		\$0.00		\$0.00	20	\$0.00		\$4,900.00
41	3' x 2' Drop Inlet (6'-8')	1	\$9,500.00		\$9,500.00	-1	-\$9,500.00		\$0.00		\$0.00	0	\$0.00		\$0.00
42	Utility Bridging	1	\$3,000.00		\$3,000.00	-1	-\$3,000.00		\$0.00		\$0.00	0	\$0.00		\$0.00
43	Asphalt Pavement Replacement	300	\$175.00		\$52,500.00		\$0.00		\$0.00		\$0.00	300	\$0.00		\$52,500.00
44	Temporary Construction Entrance	7	\$2,000.00		\$14,000.00		\$0.00		\$0.00		\$0.00	7	\$0.00		\$14,000.00
45	Silt Fence	9,000	\$5.25		\$47,250.00		\$0.00		\$0.00	270	\$1,417.50	9,270	\$0.00		\$48,667.50
46	Silt Fence Outlet	22	\$150.00		\$3,300.00	2	\$300.00		\$0.00		\$0.00	24	\$0.00		\$3,600.00
47	Rock Inlet Sediment Trap	2	\$500.00		\$1,000.00	4	\$2,000.00		\$0.00		\$0.00	6	\$0.00		\$3,000.00
48	Curb Inlet Sediment Trap	6	\$150.00		\$900.00		\$0.00		\$0.00		\$0.00	6	\$0.00		\$900.00
49	Pipe Inlet Protector	15	\$300.00		\$4,500.00		\$0.00		\$0.00		\$0.00	15	\$0.00		\$4,500.00
50	Straw Wattle	6	\$150.00		\$900.00		\$0.00		\$0.00		\$0.00	6	\$0.00		\$900.00
51	Excelsior Matting	630	\$12.00		\$7,560.00		\$0.00		\$0.00		\$0.00	630	\$0.00		\$7,560.00
52	Temporary Rock Silt Check Dam	2	\$350.00		\$700.00		\$0.00		\$0.00		\$0.00	2	\$0.00		\$700.00
53	Temporary Traffic Rated Bridge	1	\$21,750.00		\$21,750.00		\$0.00		\$0.00		\$0.00	1	\$0.00		\$21,750.00

ATTACHMENT #1 - QUANTITY ADJUSTMENTS
Town of Winterville - Sanitary Sewer Pump Station Rehabilitation 2020 - Contract I
April 11, 2025

54	Select Backfill	500	\$30.00		\$15,000.00		\$0.00		\$0.00		500	\$0.00				
55	Stabilization Stone	150	\$60.00		\$9,000.00		\$0.00		\$0.00		150	\$0.00				
56	Additional Ductile Iron Fittings	10,000	\$5.00		\$50,000.00		\$0.00		\$0.00	-5,000	5,000	-\$25,000.00				
57	Seeding and Mulching	8,405	\$3.33		\$27,988.65		\$0.00		\$0.00		8,405	\$0.00				
58	Bypass Pumping	1			\$300,000.00		\$0.00		\$0.00		1	\$0.00				
59	Electrical Service Allowance	1			\$10,000.00		\$0.00		\$0.00		1	\$0.00				
60	Testing Allowance	1			\$5,000.00	1	\$5,000.00		\$0.00		2	\$0.00				
73	Rehabilitate Existing Bar Screen	1			\$56,500.00		\$0.00		\$0.00		1	\$0.00				
--	RPR Office Utility Credit	0			-\$10,000.00	1	-\$10,000.00		\$0.00		1	\$0.00				
WCD 2	Additional Excavation for Chapman Street Force Main Crossing	0			\$10,367.06	1	\$10,367.06		\$0.00		1	\$0.00				
WCD 3	Additional Labor and equipment for GUC Gas Line Relocation	0			\$20,799.14		\$0.00	1	\$20,799.14		1	\$0.00				
--	Removal of Inactive Force Main	0	\$20.00		\$0.00		\$0.00		\$0.00	18	18	\$360.00				
	Totals				\$7,439,650.00		-\$70,332.94		\$20,799.14			\$35,166.50				\$7,425,282.70

WORK CHANGE DIRECTIVE NO.: 4

Owner:	Town of Winterville	Owner's Project No.:	
Engineer:	Rivers & Associates, Inc.	Engineer's Project No.:	2020068
Contractor:	T.A. Loving Company	Contractor's Project No.:	
Project:	Sanitary Sewer Pump Station Rehabilitation 2020		
Contract Name:	Contract I - General		
Date Issued:	March 20, 2025	Effective Date of Work Change Directive:	March 20, 2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Adjust location of proposed Church Street wet well, check valve vault, and meter vault. Adjustment shifts Church Street Pump Station proposed 12-inch force main alignment, adds an additional air release valve vault, and add a new driveway entrance.

Attachments:

Revised Sheet C09, PS03, & PS04. Attachment #1.

Purpose for the Work Change Directive:

Design improvement to minimize disturbance of the existing pump station site for access during excavation of the proposed 10-foot diameter Church Street wet well.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.


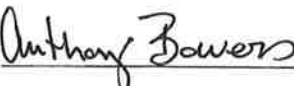
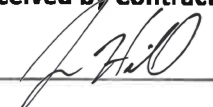
Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 19,164.00 ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~

Contract Time: 0 days ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~

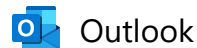
Basis of estimated change in Contract Price:

☒ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner	Received by Contractor
By:			
Title:	Project Engineer II	Asst. Town Manager	President - Conveyance Systems
Date:	3/20/25	4-4-2025	4.08.2025

Work Change Directive #4 - Attachment #1
Estimated Adjustment of Quantities - March 20, 2025

Item No.	Description	Original Quantity	Revised Quantity	Unit	Unit Price	Change in Value
3a	Additional Ductile Iron Site Piping	0	1	LS	1,000.00	1,000.00
3a	Additional Linear Footage of Fencing	0	1	LS	7,500.00	7,500.00
3a	Flow-thru Manhole including bypass	0	1	LS	35,514.00	35,514.00
46	Silt Fence Outlet	22	23	EA	150.00	150.00
56	Additional Ductile Iron Fittings	10000	5000	LBS	5.00	-25,000.00
					Total	19,164.00



RE: Town of Winterville - WCD #3 Quote

From Christopher Hill <chill@taloving.com>

Date Thu 3/13/2025 3:08 PM

To Stephen Reece <sreece@riversandassociates.com>

Cc Zachary Futrell <zfutrell@taloving.com>; Bradlee Tierson <btierson@taloving.com>; AK Reeves <akreeves@taloving.com>; Blaine Humphrey <bhumphrey@riversandassociates.com>; Derek Raynor <draynor@riversandassociates.com>

Stephen,

Please see requested updated SOV for WCD3 below:

- ~~• Additional Air Release Valve & Vault - \$17,500.00~~ **ENGINEER'S NOTE: ALREADY ACCOUNTED FOR IN QUANTITY**
- ~~- Additional Ductile Iron Pipe & Fittings - \$1,000.00~~
- ~~Church St PS Gravel Driveway with 18" RCP & Additional Ditch Grading - \$21,888.00~~ **ENGINEER'S NOTE: TOWN WILL INSTALL DRIVEWAY**
- ~~- Additional Linear Footage of fencing - \$7,500.00~~
- ~~- Flow-thru manhole including bypass - \$35,514.00~~
- ~~- Silt Fence Outlet - \$150.00~~

Total = \$83,552.00

Thank you,

Chris Hill

252.396.1496

From: Stephen Reece <sreece@riversandassociates.com>

Sent: Tuesday, March 4, 2025 3:45 PM

To: Christopher Hill <chill@taloving.com>

Cc: Zachary Futrell <zfutrell@taloving.com>; Bradlee Tierson <btierson@taloving.com>; AK Reeves <akreeves@taloving.com>; Blaine Humphrey <bhumphrey@riversandassociates.com>; Derek Raynor <draynor@riversandassociates.com>

Subject: Town of Winterville - WCD #3 Quote

CAUTION: This email came from outside of the company. Please exercise caution when opening attachments, clicking links, or responding to this email.

Chris,

Please review the attached revised plans and provide a quote based on a schedule of values for the proposed wet well adjustment. Thanks.

Best,

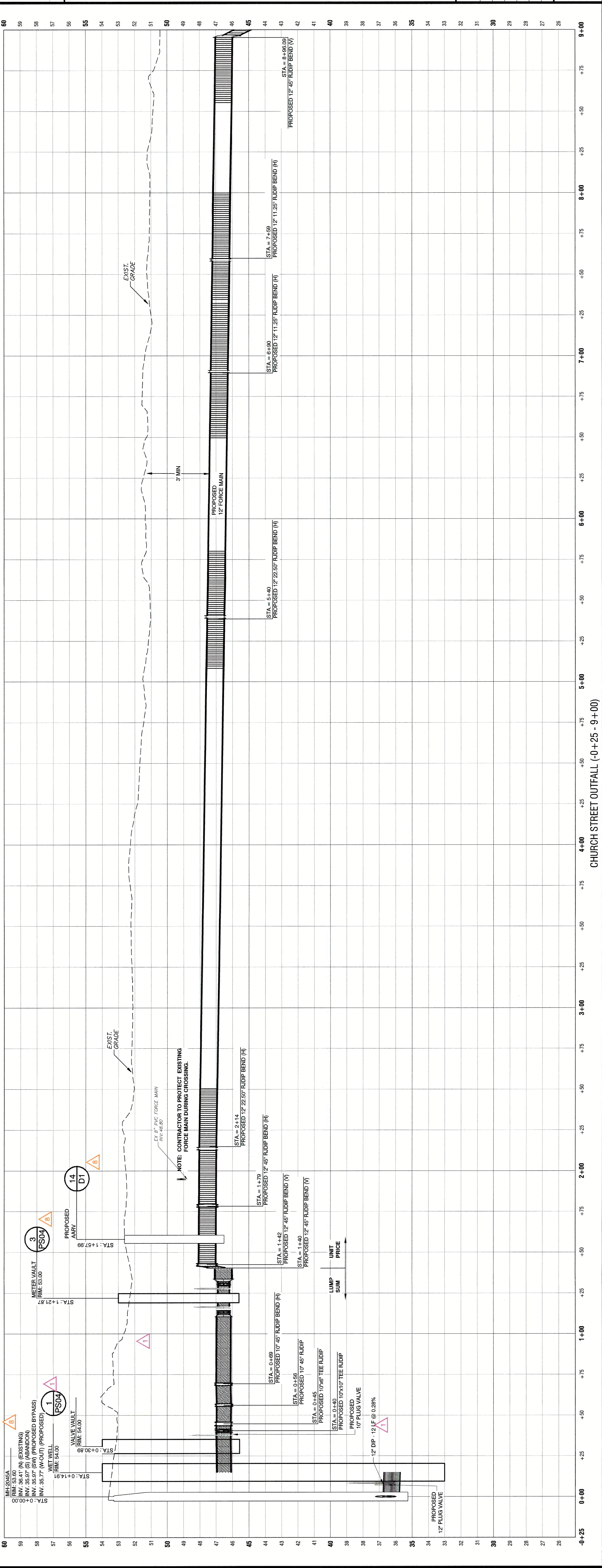
Stephen Reece, P.E.

Project Engineer II

W: 252.752.4135 x248 C: 910.442.6664

[Rivers & Associates Inc](#)









**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: June 9, 2025

Presenter: Cliff McGuffin, Public Works Director

Item to be Considered

Subject: Street Resurfacing Project Spring 2025.

Action Requested: Approval of Street Resurfacing Project.

Attachment: Bid Tab.

Prepared By: Cliff McGuffin, Public Works Director

Date: 5/28/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

Town staff has received bids for the 2025 Spring Street Resurfacing Project. The project will be over \$30,000 and needs council approval. We will be doing North Street and a section of Persons Street in the total amount of \$80,164.35.

Budgetary Impact: Approved funds in 24-25 Budget.

Recommendation: Staff recommends approval of Street Resurfacing Project Spring 2025.

2025 Street Resurfacing Project Bid Tab

Tripp Brothers- \$80,164.35

Garris Paving- \$100,889.85.00

Lucas Paving- N/A



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: June 9, 2025

Presenter: Diane White, Director of Parks and Recreation

Item to be Considered

Subject: Professional Design Services.

Action Requested: Approval to accept McGill Associates proposal for Professional Design Services.

Attachment: None.

Prepared By: Diane White, Director of Parks and Recreation

Date: 5/30/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

McGill Associates (McGill) has provided a proposal for professional planning services for the Recreation/Multi-Purpose Center. The Recreation/Multi-Purpose Center was listed as part of the Site-Specific Plan concept plan completed by McGill Associates. The next task 1-Conceptual Design compensation is in the amount of \$28,600.00 which includes the following:

- Base drawings from the preferred option that was identified in the Site-Specific Master plan for use in a design charrette.
- Conduct a one-day design charrette with the McGill Team and representatives of the Town of Winterville to identify the general building configuration and indoor functions desired.
- Summarize the results of the charrette and prepare a draft conceptual plan and 3D renderings for review by the Town.
- Receive feedback & incorporate comments into the conceptual plans
- Submit conceptual design for approval.

Budgetary Impact: Reserves plus budgeted from contracted services.

Recommendation: Staff Recommends the Approval to move forward with McGill Associates proposal for Professional Design Services.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: June 9, 2025

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Authorized Signer for NCDEQ Funded Projects.

Action Requested: Adopt the resolutions.

Attachment: Resolution 25-R-062; Resolution 25-R-063; Resolution 25-R-064; and Resolution 25-R-065

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 5/31/2025

ABSTRACT ROUTING:

☒ **TC:** 6/2/2025

☒ **TM:** 6/4/2025

☒ **Final:** tlp - 6/4/2025

Supporting Documentation

NCDEQ has changed the way that municipalities can request funding for reimbursements for projects that they are funding. For the Town this includes four projects. They are the following:

- Lead and Cooper Service Line Inventory.
- Stormwater AIA Study.
- Sewer Master Plan.
- 2020 Sewer Pump station Rehabilitation Project.

The change for the reimbursement procedures requires that an authorized signer submit all reimbursement requests. Therefore, to streamline the process and ensure timely processing staff is requesting that the Assistant Town Manager be added as an authorized signer.

There are 4 resolutions updating the authorized signers for each of these loans to include both the Town Manager and the Assistant Town Manager.

Budgetary Impact: There is no cost associated with this addition of authorized signers.

Recommendation: Staff recommends Council adopt the Resolutions.

**RESOLUTION BY WINTERVILLE TOWN COUNCIL
ON BEHALF OF THE TOWN OF WINTERVILLE FOR FUNDING THROUGH
THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY,
DIVISION OF WATER INFRASTRUCTURE**

WHEREAS, the North Carolina Department of Environmental Quality has offered a (State Revolving Loan, State Grant, or State Bond Loan) in the amount of \$8,897,232 for the construction of 2020 Pumpstation Rehabilitation Project, and

WHEREAS, the North Carolina Department of Environmental Quality has offered funding in the amount of \$8,897,232.00 to perform work submitted in an application from the Town of Winterville and bearing project number: CS370879-03 (2020 Sewer Pump Station Rehab Project); and,

WHEREAS, the Town of Winterville intends to perform said project in accordance with the agreed scope of work.

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

1. That the Town of Winterville does hereby accept the NCDEQ loan offer of \$8,897,232; and
2. That the Town of Winterville does hereby give assurance to the North Carolina Department of Environmental Quality that any "conditions and assurances" contained in the Funding of Offer and Acceptance will be that adhered to; has substantially complied, or will substantially comply, with all federal, North Carolina State, and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and
3. That Terri L. Parker, Town Manager, and Anthony B. Bowers, Assistant Town Manager or successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

Adopted this the 9th day of June 2025.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

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 9th day of June 2025; 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 9th day of June 2025.

Donald Harvey, Town Clerk

**RESOLUTION BY WINTERVILLE TOWN COUNCIL
ON BEHALF OF THE TOWN OF WINTERVILLE FOR FUNDING THROUGH
THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY,
DIVISION OF WATER INFRASTRUCTURE**

WHEREAS, the American Rescue Act (ARPA), funded from the State Fiscal Recovery Fund, was established in Session Law (S.L.) 2021-180 and S.L. 2022-74 to assist eligible units of local government with meeting their drinking water and/or wastewater and/or storm water infrastructure needs; and,

WHEREAS, the North Carolina Department of Environmental Quality has offered funding in the amount of \$150,000.00 to perform work submitted in an application from the Town of Winterville and bearing project number: AIA-W-ARP-0226 (Sewer CIP); and,

WHEREAS, the Town of Winterville intends to perform said project in accordance with the agreed scope of work.

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

1. That the Town of Winterville does hereby accept the NCDEQ loan offer of \$150,000.00; and
2. That the Town of Winterville does hereby give assurance to the North Carolina Department of Environmental Quality that any "conditions and assurances" contained in the Funding of Offer and Acceptance will be that adhered to; has substantially complied, or will substantially comply, with all federal, North Carolina State, and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and
3. That Terri L. Parker, Town Manager, and Anthony B. Bowers, Assistant Town Manager or their successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

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Donald Harvey, Town Clerk

**RESOLUTION BY WINTERVILLE TOWN COUNCIL
ON BEHALF OF THE TOWN OF WINTERVILLE FOR FUNDING THROUGH
THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY,
DIVISION OF WATER INFRASTRUCTURE**

WHEREAS, the American Rescue Act (ARPA), funded from the State Fiscal Recovery Fund, was established in Session Law (S.L.) 2021-180 and S.L. 2022-74 to assist eligible units of local government with meeting their drinking water and/or wastewater and/or storm water infrastructure needs; and,

WHEREAS, the North Carolina Department of Environmental Quality has offered funding in the amount of \$400,000.00 to perform work submitted in an application from the Town of Winterville and bearing project number: SRP-SW-ARP-0062 (Stormwater AIA); and,

WHEREAS, the Town of Winterville intends to perform said project in accordance with the agreed scope of work.

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

1. That the Town of Winterville does hereby accept the NCDEQ loan offer of \$400,000.00; and
2. That the Town of Winterville does hereby give assurance to the North Carolina Department of Environmental Quality that any "conditions and assurances" contained in the Funding of Offer and Acceptance will be that adhered to; has substantially complied, or will substantially comply, with all federal, North Carolina State, and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and
3. That Terri L. Parker, Town Manager, and Anthony B. Bowers, Assistant Town Manager or their successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

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I have hereunto set my hand this 9th day of June 2025.

Donald Harvey, Town Clerk

**RESOLUTION BY Winterville TOWN COUNCIL
ON BEHALF OF THE TOWN OF WINTERVILLE FOR FUNDING THROUGH
THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY,
DIVISION OF WATER INFRASTRUCTURE**

WHEREAS, the North Carolina Department of Environmental Quality has offered funding in the amount of \$165,000.00 to perform work submitted in an application from the Town of Winterville and bearing project number: SRF-D-LSL-0109 (Lead service line Inventory); and,

WHEREAS, the Town of Winterville intends to perform said project in accordance with the agreed scope of work.

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

1. That the Town of Winterville does hereby accept the NCDEQ loan offer of \$165,000.00; and
2. That the Town of Winterville does hereby give assurance to the North Carolina Department of Environmental Quality that any "conditions and assurances" contained in the Funding of Offer and Acceptance will be that adhered to; has substantially complied, or will substantially comply, with all federal, North Carolina State, and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and
3. That Terri L. Parker, Town Manager, and Anthony B. Bowers, Assistant Town Manager or successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

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Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

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I have hereunto set my hand this 9th day of June 2025.

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 9, 2025

Presenter: Jessica Manning, Finance Director

Item to be Considered

Subject: Fiscal Year 2025-2026 Budget Ordinance.

Action Requested: Approval of Budget Ordinance.

Attachment: Draft Fiscal Year 2025-2026 Budget Ordinance.

Prepared By: Jessica Manning, Finance Director

Date: 6/3/2025

ABSTRACT ROUTING:

☒ TC: 6/3/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

Please find the attached Draft Budget Ordinance for the 2025-2026 Fiscal Year. The Budget Ordinance reflects the totals of the draft balanced budget as presented and discussed at the Budget Public Hearing held on Monday, June 2, 2025.

Budgetary Impact: As presented.

Recommendation: Staff recommends Council approval of the FY 2025-2026 Budget Ordinance.

**TOWN OF WINTERVILLE
BUDGET ORDINANCE
FISCAL YEAR 2025-2026**

BE IT ORDAINED by the Governing Board of the Town of Winterville, North Carolina:

SECTION 1: It is estimated that the following revenues will be available in the General Fund for the Fiscal year beginning July 1, 2025 and ending June 30, 2026:

Ad Valorem Taxes	6,810,686
Other Taxes and Licenses	4,220,590
Permits and Fees	26,500
Sanitation Fees	810,162
Investment Income	492,989
Inspections	203,000
Miscellaneous Income	132,276
Grant Revenue	279,252
Inter-Fund Transfer Services	1,739,094
Electric Fund Contribution	350,000
EMS Contribution	224,138
Fund Balance Appropriation	1,886,961
Debt Proceeds	532,814
Total	17,708,462

SECTION 2: The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

Governing Board	186,898
Administration	826,056
Finance	1,147,570
Inspections	555,664
Human Resources	319,602
Information Technology	764,500
Planning Department	318,628
Public Buildings	1,533,002
Grounds and Maintenance	150,426
Police Department	3,503,428
Fire Department	3,230,647
EMS Department	235,056
Animal Control	10,600
Mosquito Control	9,000
Public Works	1,572,517
Streets and Sidewalks	261,868
Sanitation	750,000
Non-Departmental	2,333,000
Total	17,708,462

SECTION 3: The following revenues will be available in the Recreation Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

Program Fees	\$106,170
Concession Income	\$50,000
<u>General Fund Transfer</u>	<u>\$1,209,327</u>
	\$1,365,497

SECTION 4: The following amount is hereby appropriated in the Recreation Fund for operation of the Winterville Recreation Programs during the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

<u>Recreation Department</u>	<u>\$1,365,497</u>
	\$1,365,497

SECTION 5: It is estimated that the following revenues will be available in the Powell Bill Fund for the Fiscal year beginning July 1, 2025 and ending June 30, 2026:

Grant Funding	\$378,918
<u>Interest Income</u>	<u>\$27,728</u>
	\$406,646

SECTION 6: The following amount is hereby appropriated in the Powell Bill Fund for the operation of the Powell Bill Program for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

<u>Powell Bill</u>	<u>\$406,646</u>
	\$406,646

SECTION 7: It is estimated that the following revenues will be available in the Home Housing Program Fund for the Fiscal year July 1, 2025 and ending June 30, 2026:

Fund Balance Appropriation	\$0
<u>General Fund Contribution</u>	<u>\$20,000</u>
	\$20,000

SECTION 8: The following amount is hereby appropriated in the Home Housing Program Fund for the operation of the Urgent Repair and Housing Program for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

<u>Home Housing</u>	<u>\$20,000</u>
	\$20,000

SECTION 9: It is estimated that the following revenues will be available in the Electric Enterprise Fund for the Fiscal year July 1, 2025 and ending June 30, 2026:

Sales and Service	\$8,344,299
<u>Retained Earnings</u>	<u>\$1,100,479</u>
	\$9,444,778

SECTION 10: The following amount is hereby appropriated in the Electric Enterprise Fund for the operation of the electric utility for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

<u>Electric Department</u>	<u>\$9,444,778</u>
	\$9,444,778

SECTION 11: It is estimated that the following revenues will be available in the Water Enterprise Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

Sales and Service	\$1,855,067
<u>Retained Earnings</u>	<u>\$620,105</u>
	\$2,475,172

SECTION 12: The following amount is hereby appropriated in the Water Enterprise Fund for the operation of the water utility for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

<u>Water Department</u>	<u>\$2,475,172</u>
	\$2,475,172

SECTION 13: It is estimated that the following revenues will be available in the Sewer Enterprise Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

Sales and Service	\$3,079,178
<u>Retained Earnings</u>	<u>\$201,733</u>
	\$3,280,911

SECTION 14: The following amount is hereby appropriated in the Sewer Enterprise Fund for the operation of the sewer utility for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

<u>Sewer Department</u>	<u>\$3,280,911</u>
	\$3,280,911

SECTION 15: It is estimated that the following revenues will be available in the Stormwater Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

Sales and Service	\$731,406
<u>Retained Earnings</u>	<u>\$43,113</u>
	\$774,519

SECTION 16: The following amount is hereby appropriated in the Stormwater Fund for the operation of the Storm Water utility for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

<u>Storm Water Department</u>	<u>\$774,519</u>
	\$774,519

SECTION 17: There is hereby levied a tax at the rate of forty-five cents (\$.45) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025 for the purpose of raising the revenue listed as “Ad Valorem Taxes” in the General Fund in Section 1 of this ordinance. This rate is based on a total estimated valuation of property for the purposes of taxation of \$1,360,832,543 and an estimated rate of collection of 98% for real and personal property, 100% for vehicles.

SECTION 18: The Town Manager (Budget Officer) is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. May amend line item appropriations within any Fund as long as the total appropriation of that Fund is not changed. A record of any such amendments shall be maintained by the Finance Director for public inspection.
- b. May not transfer any amounts between funds, unless approved by the Governing Board through an amendment to the Budget Ordinance.

SECTION 19: The attached Fee and Utility Rate Schedules are hereby adopted for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026.

SECTION 20: The attached Pay and Classification Plan is hereby adopted for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026.

SECTION 21: Copies of the Budget Ordinance shall be furnished to the Town Clerk to the Governing Board and to the Town Manager (Budget Officer) to be kept on file by them for their direction in the disbursement of funds.

Adopted this 9th day of June, 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: June 9, 2025

Presenter: David Moore, Fire Chief

Item to be Considered

Subject: RFQ – Fire Department Master Plan and EMS Feasibility Study.

Action Requested: Approval of AP Triton, LLC to complete Fire Department Master Plan and EMS Feasibility Study.

Attachment: RFQ Advertisement, Posting, and RFQ Tab.

Prepared By: David Moore, Fire Chief

Date: 5/28/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

Town of Winterville Staff formally advertised and solicited this Request for Qualifications (RFQ) for the Fire Department Master Plan and EMS Feasibility Study. The RFQ was advertised in The Daily Reflector on Saturday, February 7, 2025. And was also posted on the Town of Winterville's website. These advertisements are both attached. The responses to the RFQ were received on March 5, 2025 and subsequently scored by staff based on the following criteria:

- (1) 20% The relative background and experience of the consultant's staff (résumés are acceptable); and
- (2) 20% Examples of previous projects completed by the consultant including the clarity and completeness of consultant's previous projects; and
- (3) 20% The proposer's demonstration of understanding of the project; including the consultant's methodology / method of approach; and
- (4) 20% The ability of the proposer to complete the project in a timely manner including the ability of the proposer to establish timely benchmarks with a realistic timetable for completion; and
- (5) 20% The ability of the consultant to relate data and recommendations to Local standards; National Fire Protection Association standards; Insurance Services Office (ISO); NC Office of State Fire Marshal (NC OSFM) 9s Rating Requirements; NCOSFM Response Rating System requirements; Commission on Fire Accreditation International (CFAI) self-assessment criteria; Health and safety requirements (i.e. OSHA, NC DOL); Federal and state mandates that relate to emergency services; NC Office of EMS requirements; and Industry best practices.

AP Triton scored the highest (93.9) among the submittals based upon the criteria listed above. This project is expected to be completed in 6-9 months.

Budgetary Impact: \$79,194 – will require a Budget Amendment.

Recommendation: Staff recommends that Council approve staff to sign contract and enter into agreement with AP Triton to complete the Fire Department Master Plan and EMS Feasibility Study.

**Request for Qualifications
Town of Winterville
Fire Department Master Plan and EMS Feasibility Study**

The proposal should contain all information requested and any additional information necessary to summarize the overall benefit of the proposal to the Town of Winterville. Interested parties can find the RFQ at <https://www.wintervillenc.com/rfps> or may contact: David Moore, Fire Chief, david.moore@wintervillenc.com 252-756-2515, 2593 Railroad Street, PO Box 1459, Winterville, NC 28590. Qualifications will be opened on March 5, 2025 at 1:00 pm.

Notes to Publisher:

Legal Advertisements
legals@apgenc.com
(252) 329-9521

Subject: RFQ Fire Department Master Plan and EMS Feasibility Study.

Please place the above legal advertisement in the Daily Reflector on Saturday, February 7, 2025. Should you have any questions please contact me.

Please forward the invoice and Affidavit of Publication to me to assist with payment.

Thanks,

Donald Harvey, Town Clerk
Town of Winterville
2571 Railroad Street/PO Box 1459
Winterville, NC 28590
(252) 215-2344 – Phone
don.harvey@wintervillenc.com

**Town of Winterville,
North Carolina
Request for Qualifications
Fire Department Master Plan and EMS Feasibility Study**

Introduction:

The Town of Winterville hereafter referred to as the Town, will accept Qualifications for a consultant to develop a Fire Department Master Plan and EMS Feasibility Study for the Town of Winterville.

Submittal: All Qualifications shall be clearly identified for receipt by the Town of Winterville. Three (3) copies of the qualifications must be received on or before March 5, 2025.
Any questions should be submitted and received by the Project Manager
By 1:00 pm on March 5, 2025.

MARK ENVELOPE: Fire Department Master Plan

ADDRESSED TO: Town of Winterville
ATTN: David Moore.
Fire Chief
P.O. Box 1459
Winterville, NC 28590

EMAIL ADDRESS: david.moore@wintervillenc.com

Note - All written correspondence and e-mails are considered public documents in the State of North Carolina

Deadline Enforced:

Qualifications received after the time and date set for receipt of Qualifications will NOT be accepted. It is the proposer's responsibility to ensure timely delivery of their Qualifications. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to proposers and will not be exempted from deadline requirements. Electronic, telephone or facsimile Qualifications will not be accepted.

Qualifications will be opened on **March 5, 2025 at 5:00 pm** at the Winterville Fire-Rescue-EMS Station. Bids will be discussed at a subsequent Town Council meeting and will be awarded to the most qualified and responsible bidder(s). The Town of Winterville Staff and Town Council reserve the right to approve Qualifications, deny Qualifications, negotiate Qualifications, or re-advertise for additional Qualifications for the project if deemed necessary by the Fire Chief, Town Manager, or Town Council. The Town Council and Town Staff reserve the right to interview any or all the applicants to help aid in determining the most qualified firm.

Evaluation:

Project Qualifications will be evaluated based upon the following scoring criteria:

1. 20% The relative background and experience of the consultant's staff (résumés are acceptable);
2. 20% Examples of previous projects completed by the consultant including the clarity and completeness of consultant's previous projects;
3. 20% The proposer's demonstration of understanding of the project; including the consultant's methodology / method of approach;
4. 20% The ability of the proposer to complete the project in a timely manner including the ability of the proposer to establish timely benchmarks with a realistic timetable for completion.

5. 20% The ability of the consultant to relate data and recommendations to
- Local standards;
 - National Fire Protection Association standards;
 - Insurance Services Office (ISO);
 - NC Office of State Fire Marshal (NC OSFM) 9s Rating Requirements;
 - NCOSFM Response Rating System requirements;
 - Commission on Fire Accreditation International (CFAI) self-assessment criteria;
 - Health and safety requirements (i.e. OSHA, NC DOL);
 - Federal and state mandates that relate to emergency services;
 - NC Office of EMS requirements; and
 - Industry best practices.

Background

The Town of Winterville was established in 1897. Located in Pitt County, Winterville is the second largest municipality in the county. The Town is geographically located in the center of the Coastal Plains of Eastern North Carolina. The Town's northern boundary is shared with the southern boundary of the City of Greenville. Winterville is conveniently located one-hour east of Raleigh, and one-hour west of the coast. The Town consists of 4.9 square miles (2020) and has a population of 10,883 as of 2023. The population density is estimated to be 2,221 per square mile.

The Town operates in the Council- Manager form of Government. The council consists of six members, all of which are elected at-large. The Town Council holds policy making and legislative authority. They are responsible for passing ordinances, adopting the annual budget, appointing board members, and hiring the Town Manager. The Town Manager is appointed by the Council and serves as the Chief Executive Officer. The Manager, as the CEO, is responsible for administering the policies and ordinances of the Council.

The Town is a full-service community offering our citizen's fire, EMS, and police protection, sanitation, recreation, planning and zoning, public works, electric, water, sewer, and storm water services. The Town performs the full range of fire prevention and building inspections.

The Town continues to maintain a system of budgetary controls as required by state statutes that promotes sound fiscal management and fiscal accountability. The Town Manager annually submits to the Town Council a proposed budget for the upcoming fiscal year. The Town's Department Heads submit recommendations to the Town Manager for consideration. The Town Manager then considers the budgetary constraints and develops the budget that is presented to the Town Council. A public hearing is then held to give citizens an opportunity to review the document and communicate questions, concerns, or support of the recommendation. The budget is then adopted and takes effect beginning July 1st of each year.

The Winterville Fire-Rescue-EMS Department is a municipal department of the Town of Winterville and provides services to include fire suppression, technical rescue, medical first responder, and life safety services. These services are provided by (1) 40 hour Fire Chief, (1) 40 hour Assistant Fire Chief, (1.5) FTE filled my Engineer/Firefighter positions filled by multiple part-time employees, (4) full-time Captains, (4) full-time Engineers, (4) full-time Firefighters, (2) full-time Paramedics, (1) part-time Fire Marshal, (1) part-time Fire Inspector, and approximately (30) volunteer Firefighters. The Winterville Fire-Rescue-EMS Department Squad Company responds to an average of 1700 calls annually.

Winterville Rescue & EMS, Inc. is a separate agency from the Town of Winterville holding its own non-profit status. Winterville Rescue & EMS Inc. operated under a Board of Directors with the Chief that oversees administration and operations. Winterville Rescue and EMS Inc. operates with approximately 22 part-time employees and volunteers. The Town of Winterville does provide certain administrative

functions for Winterville Rescue & EMS, Inc., and several full-time Paramedic positions that support EMS operations. Winterville Rescue & EMS, Inc. responds to approximately 2,300 calls annually.

The local economy is based mostly on retail facilities that are in close proximity to NC Highway 11. According to official NCDOT traffic counts NC 11 carries 41,000 vehicles through our town every day. Major retailers such as Sam's Club, Advance Auto, Walgreens, Chick-Fil-A, and others, have become a part of the community. We have substantial amounts of available property in the same area, and we are positioned to have continued growth. We currently have 382 acres available adjacent to the Highway 11 corridor that are zoned for commercial development.

The proximity to the City of Greenville and having Pitt Community College in the Town limits brings thousands of people to Winterville to participate in commerce. Pitt Community College has over 11,000 curriculum students and 13,000 continuing education students, and 445 staff and faculty members. In recent years, the college had a growth rate that is higher than normal. They had a growth rate of 7.3 percent from the prior year.

Industries such as Robert's Welding and Winterville Machine Works have been an asset to the Winterville community for decades. Large service companies such as Online Collections and Regional Finance processing facilities are also located in Winterville and provide many Jobs.

One of the many popular events that take place annually is the Winterville Watermelon Festival. This festival brings in over 25,000 people to participate in concerts, parades, and rides. The Watermelon Festival has been an important part of the Town for 25 years and is the largest festival in the region. The Town works in conjunction with the nonprofit Winterville Watermelon Festival Committee to produce a spectacular event.

Pitt County has seen stable growth in the past 5 years due to several economic drivers. Examples include, East Carolina University, University Health Care Systems, DSM Pharmaceuticals, Metrics Pharmaceuticals, Paper Pak Industries, NACCO Material Handling, and many others. The unemployment rate for Pitt County is 9.5 percent. The population for Pitt County is 174,263 according to the U.S. Census Bureau.

Scope of Work

Objective:

The objective of this study is to develop a turnkey "EMS Feasibility Study" and "Fire-Rescue-EMS Department Master Plan." It is expected that this project will result in a feasibility study that will evaluate whether the Town of Winterville should Merge Winterville Rescue & Ems, Inc. into the umbrella of Town departments and services. Additionally, it is expected that this project will result in a finished product that provides a master plan regarding the most effective and efficient, staffing, operational, management, and organizational structure to meet the service levels expected by elected officials, staff, town residents, and business owners. The Town of Winterville expects this study to evaluate current conditions and situations and develop a comprehensive plan for fire suppression, EMS, Rescue, HazMat, and Life Safety Services for projected service delivery.

Proposal Expectations & Requirements

Phase I - Project Initiation

- Development of project work plan
- Attain and review of background information

Phase II - Development of EMS Model Project

1. Emergency medical services
 - Stakeholder input

- Governance and lines of authority
 - Organizational overview
 - Demographics
 - Current situation and needs assessment
2. Financial and budget analysis
 - Revenues assessment and strategy
 - Review of audits
 - Budget forecasts
 3. Management components
 - Organizational structure and chain of command,
 - Internal communications,
 - Policies and procedures,
 - Performance evaluations,
 - Professional development,
 - Succession planning,
 - Management recommendations
 4. Staffing Analysis, Roles and Responsibilities
 - Administration,
 - Training,
 - Logistics,
 - Operations,
 - Staffing recommendations
 5. EMS Service delivery
 - Critical issues
 - Historical and projected service demands
 - Recommendations/options and preferred concepts for future service delivery

Phase III - (EMS Feasibility Project) Development, Review, and Delivery of Project Reports

6. Development and review of draft project report
7. Development and delivery of final project report

Phase IV - Evaluation of Current Fire Service Conditions

8. Introduction and Executive Summary
 9. Community profile and community risk analysis (Fire & EMS) including:
 - First and second due service areas
 - Population and demographics,
 - Land use and geography,
 - At-risk individuals/populations,
 - Target hazards
10. Assessment of current situation including current compliance with standards for fire and EMS (NFPA, OSHA, NCRRS, NCOEMS) and needs assessment
11. Organization
 - Governance and lines of authority
 - Finance, budgeting, forecasting
12. Response analysis
 13. Response plan model,
 14. Automatic and mutual aid,
 15. Turnout and response time analysis.
16. Budget Analysis
17. Staffing Analysis, Roles and Responsibilities

- Administration,
 - Community risk reduction,
 - Training,
 - Logistics,
 - Operations.
 - Recommendations
18. Management components
- Organizational structure and chain of command,
 - Internal communications,
 - Policies and procedures,
 - Hiring processes,
 - Performance evaluations,
 - Professional development,
 - Succession planning,
 - Medical examinations,
 - Counseling services
 - Management recommendations
19. Training
- Current situation and needs assessment
 - Compliance with standards
 - Training facilities and assets
 - Training program management and model
 - Training recommendations
20. Capital assets evaluation and needs assessment
- Apparatus,
 - Equipment,
 - Facilities,
 - Capital outlay plan
 - Capital assets recommendations
21. Community Risk Reduction:
- Inspections,
 - Fire investigations,
 - Fire prevention,
 - Public education
 - Staffing
 - Community risk reduction programs and model
 - Community risk reduction recommendations
22. *Future System Demand Projections*
- Population Growth Projections
 - Service Demand Projections
 - Community Risk Analysis
23. *Future Service Delivery System Models*
- Development of Response Standards and Targets
 - Recommended Long-term Strategy
 - Mid-Term Strategy
 - Short-term Strategy

24. Development, Review, and delivery of Project Reports

- Development and Review of Draft Project Report
- Development and Presentation of Final Project Report

25. Deliverables and Recommendations

1. Community profile and demographics
2. Facilities needs assessment and strategy
 - Station
 - Company
3. Deployment/Staffing model needs assessment
 - Organizational Chart
 - Full-time, Part-time, and Volunteer Staffing
 - Recruitment, retention, and incentives
 - Performance evaluation plan
 - i. Employee/position
 - ii. Company
 - iii. Automatic aid assessment
4. GIS analysis
 - Current and projected service demands
 - Current and projected station/company coverage
 - Water supply and hydrant locations
 - Travel and response times
 - Strategy for facility locations
5. Community Risk Reduction plan including Public Fire Education, Inspections, Fire Investigations
6. Policy, procedures, best practices
7. Organizational chart
8. Preplanning and risk assessment strategy
9. Budget Recommendations and capital outlay plan
10. Strategy for compliance with standards (NFPA, OSHA, NCRRC, NCOEMS, Etc.)
11. Water Supply needs assessment and strategy
12. Standards of Cover
13. ISO Public Protection Classification Strategy
14. Community Engagement strategy
15. Compliance plan for various Standards (NFPA, OSHA, NCRRC, NCOEMS, Etc.)
16. Comparisons to Peer Group
17. Strategy for Future Growth
18. Service demand projections
19. Service delivery Recommendations and Strategy
20. Master list of recommendations

Assumptions, Conditions, and Stipulations

Disclosure. Vendors must disclose project team members, résumé and applicable background and experience of each, and associated duties. Vendors must provide a list of project references, similar projects, and any past/pending litigation

Certificate of Insurance and Vendor Forms. Vendors must provide certificate of insurance and associated forms related to vendor and supplier information as required by the Town of Winterville Finance Department.

Compliance with Applicable Laws. Each proposer shall comply with all federal, state, county & local ordinances, laws, statutes, and regulations governing these services as provided in these specifications. This agreement will be governed by and administered in accordance to North Carolina law.

Completeness and Detail. Proposers shall submit a detailed outline and complete description of tasks to be completed along with services proposed. The completeness and level of detail will be considered.

This scope of work is developed on the premise that the necessary information to adequately assess the Department's current and potential future state is readily available and, in a form, which facilitates external analysis. This contemporary information includes but is not limited to financial records, service demand data; GIS shape files, and other records and data necessary to conduct a thorough external analysis. The Winterville Fire Department and allied agencies will fully cooperate in this study and will provide the requested data without cost and in a timely manner.

Assistance to Be Provided by The Town of Winterville.

The assistance to be provided by the Town of Winterville may include, but are not necessarily limited to, the following:

1. Furnish all reasonable requests for information or public records.
2. Provide staff support and assistance as required and agreed to in advance of study.
3. Make available, with reason, any and all staff or elected officials for interviews or proposed actions by the firm that will result the desired outcome of the project.

PROPOSAL AND CONTRACT MODIFICATIONS

Once the proposal has been submitted, no changes to the proposal can occur after the time and date dedicated for receipt of the submittal. The final scope of work for the contract and the final cost of the study will be developed and agreed upon during a negotiation process. If no modifications to the contract are noted, the Town will assume that the proposer is capable of performing all required tasks and services without reservation or any qualifications. If negotiations fail, the Town may choose to enter negotiations with the next desirable proposer.

APPROVAL OR REJECTION OF PROPOSAL

The Town reserves the right to approve the proposal, reject the proposal, negotiate the proposal, or solicit additional Qualifications for the project if deemed necessary.

FORMAL CONTRACT

Upon formal selection of a firm by the Town of Winterville, the Town of Winterville and the selected proposer shall enter into a formal contract. The contract shall outline the services that will be provided, the timeline for the project, cost, and deliverables along with other items that will protect the Town of Winterville and the proposer. The contract may be submitted by the proposer and reviewed by the Town Attorney for adequacy, or the Town may choose to create the formal contract. A copy of a proposed contract that the proposer typically uses may be attached to the qualification.

AP Triton, LLC	Center for Government Research	Emergency Services Consulting	Fitch & Associates	Matric Consulting Group	Mission Critical Immersive Training and Testing
93.8	69	45.5	76.6	82.6	82.8



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Old Business

Meeting Date: June 9, 2025

Presenter: Terri L. Parker, Town Manager

Item to be Considered

Subject: Resolution 25-R-066.

Action Requested: Adopt Resolution.

Attachment: Resolution 25-R-066 Opposing North Carolina House Bill 765, and House Bill 765.

Prepared By: Terri L. Parker, Town Manager

Date: 6/4/2025

ABSTRACT ROUTING:

☒ TC: 6/3/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

DRAFT House Bill 765 in a comprehensive proposal which contains several points of concern. Staff has reviewed the bill in total and below are several listed concerns (although the list is not inclusive):

Five most concerning elements:

1. Bill Opens doors to sue individual Council Members and Board of Adjustment Members:
 - Bill will likely create constant lawsuits and contains such ambiguous language that it seems to promote lawsuits. Many of these changes are at odds to the recent 160D changes. Would be an extreme time and financial burden.
 - Councilmembers and Board of Adjustment Members will be legally liable for their decisions.
2. Bill tries to clarify (and potentially pull back on) some of the regulations of SB 382 in regard to "downzoning". However, it still greatly limits Winterville citizens from implementing their vision of the community via our Comprehensive land use plan, Zoning Ordinance regulations, and economic development visions. Instead of clarifying for the previous bill, the state needs to return zoning decisions back to cities and citizens.
3. Would eliminate Conditional Zoning- how we use it - many of Winterville's rezonings contain Conditional Zoning elements to help bolster the development and proposal. This bill would eliminate that rezoning choice.
4. Annexation and Utility Requirement's: Section 8 appears to eliminate some of the existing territorial agreements for water and sewer.
5. Preliminary Plat will not expire - this will change our current requirements and prevent the town from utilizing best practices for subdivisions that have stalled for years or decades.

Budgetary Impact: TBD.

Recommendation: Staff recommends Council adopt Resolution 25-R-066 Opposing North Carolina House Bill 765.

**RESOLUTION OPPOSING NORTH CAROLINA HOUSE BILL 765
TOWN OF WINTERVILLE**

WHEREAS, North Carolina House Bill 765 (HB 765), entitled Local Gov. Development Regulations Omnibus, was recently introduced in the North Carolina General Assembly; and

WHEREAS, HB 765 would significantly limit the ability of local governments across the state to make decisions regarding local land-use planning and zoning; and

WHEREAS, HB 765 undermines the authority entrusted to elected county leaders by their communities; and

WHEREAS, HB 765 usurps current town planning and zoning ordinances that promote the health, safety, and general welfare of the residents of the Town of Winterville; and

WHEREAS, HB 765 would undo years of thoughtful and consistent local land-use planning and regulation, remove necessary local regulatory standards and allow unregulated development inconsistent with current local planning and zoning ordinances; and

WHEREAS, HB 765 would remove essential tools that towns use to protect property values, support responsible growth, attract new businesses and residents, and preserve the unique quality of life in the Town of Winterville; and

WHEREAS, HB 765 would impose new civil penalties on local officials for alleged violations of ambiguous planning rules, potentially exposing elected representatives to legal risk for routine and good-faith decisions made in the public interest;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winterville does hereby strongly oppose North Carolina House Bill 765 and similar legislation urging members of the General Assembly to reject North Carolina House Bill 765.

Adopted this the 9th day of June 2025.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

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 9th day of June 2025; 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 9th day of June 2025.

Donald Harvey, Town Clerk

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2025

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HOUSE BILL 765
Committee Substitute Favorable 4/17/25

Short Title: Local Gov. Development Regulations Omnibus.

(Public)

Sponsors:

Referred to:

April 7, 2025

A BILL TO BE ENTITLED

AN ACT TO REFORM LOCAL GOVERNMENT DEVELOPMENT REGULATIONS IN
THIS STATE.

The General Assembly of North Carolina enacts:

SECTION 1.(a) G.S. 160D-601, as amended by Section 3K.1 of S.L. 2024-57, reads
as rewritten:

"§ 160D-601. Procedure for adopting, amending, or repealing development regulations.

...

(d) Down-Zoning. – No amendment to ~~zoning regulations or a zoning map~~ a zoning regulation that down-zones property shall be initiated, enacted, or enforced without the written consent of all property owners whose property is the subject of the down-zoning ~~amendment~~ amendment, unless the down-zoning amendment is initiated by the local government.

(e) For purposes of this section, "down-zoning" or "down-zone" means a zoning ~~ordinance~~ regulation that affects an area of land in one of the following ways:

- (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
- (2) By reducing the substantive permitted uses of the land that are specified in a zoning ordinance ~~or land development regulation~~ to fewer uses than were allowed under its previous usage.
- (3) ~~By creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element."~~

SECTION 1.(b) This section is effective when it becomes law and applies retroactively to December 11, 2024. Any development ordinance affected by Section 3K.1 of S.L. 2024-57 shall be treated as if it remained in effect from June 14, 2024, to December 11, 2024.

SECTION 2.(a) G.S. 160D-101 reads as rewritten:

"§ 160D-101. Application.

(a) The provisions of this Article shall apply to all development regulations and programs adopted pursuant to this Chapter or applicable or related local acts. To the extent there are contrary provisions in local charters or acts, G.S. 160D-111 is applicable unless this Chapter expressly provides otherwise. The provisions of this Article also apply to any other local ordinance that substantially affects land use and development.

(b) The provisions of this Article are supplemental to specific provisions included in other Articles of this Chapter. To the extent there are conflicts between the provisions of this



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Article and the provisions of other Articles of this Chapter, the more specific provisions shall control.

(c) Local governments may also apply any of the definitions and procedures authorized by this Chapter to any ordinance that does not substantially affect land use and development adopted under the general police power of cities and counties, Article 8 of Chapter 160A of the General Statutes and Article 6 of Chapter 153A of the General Statutes respectively, and may employ any organizational structure, board, commission, or staffing arrangement authorized by this Chapter to any or all aspects of those ordinances.

~~(d) This Chapter does not expand, diminish, or alter the scope of authority for planning and development regulation authorized by other Chapters of the General Statutes.~~

(e) Except as provided by local act, notwithstanding any other provision of law, a local government may not exercise development regulation authority except as expressly authorized by this Chapter. If State law governs a particular subject matter related to a local development regulation authority, a local government shall not enact or enforce development regulations more restrictive than those established by State law, unless the development regulation pertains to floodplain management regulations as described in G.S. 143-138(e)."

SECTION 2.(b) G.S. 160D-110(a) reads as rewritten:

"(a) G.S. 153A-4 and G.S. 160A-4 are not applicable to this Chapter."

SECTION 2.(c) G.S. 153A-121 is amended by adding a new subsection to read:

"(d) This section does not apply to the adoption or enforcement of development regulations under Chapter 160D of the General Statutes."

SECTION 2.(d) G.S. 160A-174 is amended by adding a new subsection to read:

"(c) This section does not apply to the adoption or enforcement of development regulations under Chapter 160D of the General Statutes."

SECTION 3. G.S. 160D-102 is amended by adding the following new subdivisions to read:

"(1a) Acre. – The actual gross acreage of a parcel or parcels. For purposes of determining allowable residential density, the actual gross acreage shall not be reduced by subtracting buffers, setbacks, public or private streets, open space or recreation areas, or other nondevelopable areas.

...

(3m) Buffer yard. – A designated landscape area to separate uses or densities; to reduce impacts of traffic, noise, odor; or to enhance visual appearance.

...

(15c) Dwelling unit. – A single unit, subject to the North Carolina Residential Code, providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

...

(23m) Nonconformity. – Any of the following that was lawfully operated, established, or commenced in accordance with applicable development regulations in effect at the time the nonconformity became nonconforming so long as the nonconformity is not extended, expanded, enlarged, increased, or intensified:

a. A lot, parcel, or tract of land that fails to meet all current development regulation requirements.

b. A structure that no longer complies with all current development regulation requirements applicable to that structure.

c. The use of a property for a purpose or activity, or in a manner, made unlawful by a current development regulation.

d. Any dwelling, accessory building, accessory structure, outdoor lighting, fence, wall, sign, off-street parking, vehicular surface area, or private access point."

SECTION 4. G.S. 160D-108 reads as rewritten:

"§ 160D-108. Permit choice and vested rights.

...

(d) Duration of Vesting. – Upon issuance of a development permit, the statutory vesting granted by subsection (c) of this section for a development project is effective upon filing of the application in accordance with G.S. 143-755, for so long as the permit remains valid pursuant to law. Unless otherwise specified by this section or other statute, local development permits expire one year after issuance unless work authorized by the permit has substantially commenced. A local land development regulation may provide for a longer permit expiration period. For the purposes of this section, a permit is issued either in the ordinary course of business of the applicable governmental agency or by the applicable governmental agency as a court directive.

Except where a longer vesting period is provided by statute or land development regulation, the statutory vesting granted by this section, once established, expires for an uncompleted development project if development work is intentionally and voluntarily discontinued for a period of not less than 24 consecutive months, ~~and the statutory vesting period granted by this section for a nonconforming use of property expires if the use is intentionally and voluntarily discontinued for a period of not less than 24 consecutive months.~~ The 24-month discontinuance period is automatically tolled during the any of the following:

- (1) The pendency of any board of adjustment proceeding or civil action in a State or federal trial or appellate court regarding the validity of a development permit, the use of the property, or the existence of the statutory vesting period granted by this section.
- (2) ~~The 24-month discontinuance period is also tolled during the~~ pendency of any litigation involving the development project or property that is the subject of the vesting.
- (3) The duration of any emergency declaration issued under G.S. 166A-19.20 or G.S. 166A-19.22 for which the defined emergency area includes the property, in whole or in part.

...

(h) Process to Claim Vested Right. – A person claiming a statutory or common law vested right may submit information to substantiate that claim to the zoning administrator or other officer designated by a land development regulation, who shall make an initial determination as to the existence of the vested right. The decision of the zoning administrator or officer may be appealed under G.S. 160D-405. On appeal, the existence of a vested right shall be reviewed de novo. In lieu of seeking such a determination or pursuing an appeal under G.S. 160D-405, a person claiming a vested right may bring an original civil action as provided by G.S. 160D-1403.1. This subsection shall apply to the claiming of vested rights in a nonconformity under G.S. 160D-108.2.

...."

SECTION 5. G.S. 160D-108.1 reads as rewritten:

"§ 160D-108.1. Vested rights – site-specific vesting plans.

...

(c) Approval and Amendment of Plans. – If a site-specific vesting plan is based on an approval required by a local development regulation, the local government shall provide whatever notice and hearing is required for that underlying approval. A duration of the underlying approval that is less than ~~two~~ five years does not affect the duration of the site-specific vesting plan established under this section. If the site-specific vesting plan is not based on ~~such an~~

1 ~~approval, an approval required by a development regulation,~~ a legislative hearing with notice as
2 required by G.S. 160D-602 shall be held.

3 A local government may approve a site-specific vesting plan upon any terms and conditions
4 that may reasonably be necessary to protect the public health, safety, and welfare. Conditional
5 approval results in a vested right, although failure to abide by the terms and conditions of the
6 approval will result in a forfeiture of vested rights. A local government shall not require a
7 landowner to waive the landowner's vested rights as a condition of developmental approval. A
8 site-specific vesting plan is deemed approved upon the effective date of the local government's
9 decision approving the plan or another date determined by the governing board upon approval.
10 An approved site-specific vesting plan and its conditions may be amended with the approval of
11 the owner and the local government as follows: any substantial modification must be reviewed
12 and approved in the same manner as the original approval; minor modifications may be approved
13 by staff, if ~~such~~ the modifications are defined and authorized by local regulation.

14 ...
15 (e) Duration and Termination of Vested Right. –

- 16 (1) A vested right for a site-specific vesting plan remains vested for a period of
17 ~~two-five~~ years. This vesting shall not be extended by any amendments or
18 modifications to a site-specific vesting plan unless expressly provided by the
19 local government.
- 20 (2) Notwithstanding the provisions of subdivision (1) of this subsection, a local
21 government may provide for rights to be vested for a period exceeding ~~two~~
22 five years but not exceeding ~~five-eight~~ years where warranted in light of all
23 relevant circumstances, including, but not limited to, the size and phasing of
24 development, the level of investment, the need for the development, economic
25 cycles, and market conditions or other considerations. These determinations
26 are in the sound discretion of the local government and shall be made
27 following the process specified for the particular form of a site-specific
28 vesting plan involved in accordance with subsection (a) of this section.
- 29 (3) Upon issuance of a building permit, the provisions of G.S. 160D-1111 and
30 G.S. 160D-1115 apply, except that a permit does not expire and shall not be
31 revoked because of the running of time while a vested right under this section
32 is outstanding.
- 33 (4) A right vested as provided in this section terminates at the end of the
34 applicable vesting period with respect to buildings and uses for which no valid
35 building permit applications have been filed.

36 (f) Subsequent Changes Prohibited; Exceptions. –

- 37 (1) A vested right, once established as provided for in this section, precludes any
38 ~~zoning action development regulation~~ by a local government which would
39 change, alter, impair, prevent, diminish, or otherwise delay the development
40 or use of the property as set forth in an approved site-specific vesting plan,
41 except under one or more of the following conditions:
- 42 a. With the written consent of the affected landowner.
- 43 b. Upon findings, by ordinance after notice and an evidentiary hearing,
44 that natural or man-made hazards on or in the immediate vicinity of
45 the property, if uncorrected, would pose a serious threat to the public
46 health, safety, and welfare if the project were to proceed as
47 contemplated in the site-specific vesting plan.
- 48 c. To the extent that the affected landowner receives compensation for
49 all costs, expenses, and other losses incurred by the landowner,
50 including, but not limited to, all fees paid in consideration of financing,
51 and all architectural, planning, marketing, legal, and other consulting

- 1 fees incurred after approval by the local government, together with
2 interest as provided under G.S. 160D-106. Compensation shall not
3 include any diminution in the value of the property which is caused by
4 the action.
- 5 d. Upon findings, by ordinance after notice and an evidentiary hearing,
6 that the landowner or the landowner's representative intentionally
7 supplied inaccurate information or made material misrepresentations
8 that made a difference in the approval by the local government of the
9 site-specific vesting plan or the phased development plan.
- 10 e. Upon the enactment or promulgation of a State or federal law or
11 regulation that precludes development as contemplated in the
12 site-specific vesting plan or the phased development plan, in which
13 case the local government may modify the affected provisions, upon a
14 finding that the change in State or federal law has a fundamental effect
15 on the plan, by ordinance after notice and an evidentiary hearing.
- 16 (2) The establishment of a vested right under this section ~~does not preclude~~
17 precludes the application of overlay zoning or other development regulations
18 which impose additional requirements but do not affect the allowable type or
19 intensity of use, or ordinances or regulations which are general in nature and
20 are applicable to all property subject to development regulation by a local
21 government, including, but not limited to, building, fire, plumbing, electrical,
22 and mechanical codes. Otherwise applicable new development regulations
23 become effective with respect to property which is subject to a site-specific
24 vesting plan upon the expiration or termination of the vesting rights period
25 provided for in this section.
- 26 (3) Notwithstanding any provision of this section, the establishment of a vested
27 right does not preclude, change, or impair the authority of a local government
28 to adopt and enforce development regulations governing ~~nonconforming~~
29 situations or uses-nonconformities.

30"

31 **SECTION 6.** Article 1 of Chapter 160D of the General Statutes is amended by
32 adding a new section to read:

33 **"§ 160D-108.2. Nonconformities.**

34 (a) Amendments in land development regulations are not applicable or enforceable
35 without the written consent of the owner with regard to a nonconformity. All of the following
36 shall apply to vested rights in a nonconformity established under this section:

- 37 (1) The establishment of a vested right under this section does not preclude
38 vesting under one or more other provisions of law or vesting by application of
39 common law principles.
- 40 (2) A vested right, once established as provided for in this section or by common
41 law, precludes any action by a local government that would change, alter,
42 impair, prevent, diminish, or otherwise delay the development or use of the
43 property allowed by applicable development regulations, except where a
44 change in State or federal law mandating local government enforcement
45 occurs after the nonconformity was established that has a fundamental and
46 retroactive effect on the development or use.
- 47 (3) G.S. 160D-108(h) shall apply to the claiming of nonconformities.
- 48 (4) Unless otherwise specified by this section or another statute, a nonconformity
49 may continue until intentionally and voluntarily discontinued.
- 50 (b) The statutory vesting period granted by this section for a nonconformity expires if the
51 nonconformity is intentionally and voluntarily discontinued for a period of not less than 24

consecutive months. The 24-month discontinuance period shall be automatically tolled during any of the following events:

- (1) The pendency of any board of adjustment proceeding or civil action in a State or federal court regarding the validity of the use of the property or the existence of the statutory vesting period granted by this section.
- (2) The pendency of any litigation involving use of the property that is the subject of the vesting.
- (3) The duration of any emergency declaration issued under G.S. 166A-19.20 or G.S. 166A-19.22 for which the defined emergency area includes the property, in whole or in part.

(c) Reconstruction, re-establishment, repair, and maintenance of a nonconformity shall be allowed by right provided the nonconformity is not extended, expanded, enlarged, increased, or intensified by the reconstruction, re-establishment, repair, or maintenance.

(d) This section shall not apply to G.S. 160D-912 and G.S. 160D-912.1."

SECTION 7. G.S. 160D-109 reads as rewritten:

"§ 160D-109. Conflicts of interest.

(a) Governing Board. – A governing board member shall not participate in or vote on any legislative decision regarding a development regulation adopted pursuant to this Chapter where the one or more of the following apply:

- (1) The outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. ~~A governing board member shall not vote on any zoning amendment if the~~
- (2) The landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.
- (3) The member has expressed or holds a fixed opinion prior to the hearing on the matter that appears not susceptible to change.
- (4) The member has undisclosed ex parte communication about the matter.

(b) Appointed Boards. – Members of appointed boards shall not participate in or vote on any advisory or legislative decision regarding a development regulation adopted pursuant to this Chapter where the one or more of the following apply:

- (1) The outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. ~~An appointed board member shall not vote on any zoning amendment if the~~
- (2) The landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.
- (3) The member has expressed or holds a fixed opinion prior to the hearing on the matter that appears not susceptible to change.
- (4) The member has undisclosed ex parte communication about the matter.

(c) Administrative Staff. – ~~No~~ If a staff member has a conflict of interest under this subsection, the administrative decision shall be assigned to the supervisor of the staff member or such other staff member as may be designated by the development regulation. A staff member shall not make a final decision on an administrative decision required by this Chapter if the where one or more of the following apply:

- (1) The outcome of that administrative decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the member.
- (2) The applicant or other person subject to that administrative decision is a person with whom the staff member has a close familial, business, or other associational relationship. ~~If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person~~

or such other staff person as may be designated by the development regulation or other ordinance. No

(3) ~~The staff member shall be~~ is financially interested or employed by a business that is financially interested in a development subject to regulation under this Chapter unless the staff member is the owner of the land or building involved. No

(4) ~~The staff member member,~~ or other individual or an employee of a company contracting with a local government to provide staff support ~~shall engage support, is engaging in~~ any work that is inconsistent with his or her duties or with the interest of the local government, as determined by the local government.

...."

SECTION 8. G.S. 160D-203 reads as rewritten:

"§ 160D-203. Split jurisdiction.

(a) If a parcel of land lies within the planning and development regulation jurisdiction of more than one local government, for the purposes of this Chapter, the local governments may, by mutual agreement pursuant to Article 20 of Chapter 160A of the General Statutes and with the written consent of the landowner, assign exclusive planning and development regulation jurisdiction under this Chapter for the entire parcel to any one of those local governments. Such a mutual agreement government, the following shall apply:

(1) If only one local government has the ability to provide water and sewer services to the parcel at the time a site plan for the parcel is submitted, the local government that has the ability to provide public water and sewer services shall have planning and development regulation jurisdiction over the entire parcel.

(2) If all of the local governments have the ability to either provide public water services or public sewer services to the parcel, but not both, at the time a site plan for the parcel is submitted, the landowner may designate which local government's planning and development regulations shall apply to the land.

(3) If all or none of the local governments have the ability to provide public water and sewer services to the parcel at the time a site plan for the parcel is submitted, the local government where the majority of the parcel is located shall have jurisdiction over the land.

(b) The jurisdiction established by this section shall only be applicable to development regulations and shall not affect taxation or other nonregulatory matters. The mutual agreement shall be evidenced by a resolution formally adopted by each governing board and recorded with the register of deeds in the county where the property is located within 14 days of the adoption of the last required resolution."

SECTION 9. G.S. 160D-402, as amended by S.L. 2024-49, reads as rewritten:

"§ 160D-402. Administrative staff.

(a) Authorization. – Local governments may appoint administrators, inspectors, enforcement officers, planners, technicians, and other staff to develop, administer, and enforce development regulations authorized by this Chapter. Local governments shall designate at least one staff member charged with making determinations under that local government's development regulations for purposes of G.S. 160D-703.

(b) Duties. – Duties assigned to staff may include, but are not limited to, drafting and implementing plans and development regulations to be adopted pursuant to this Chapter; determining whether applications for development approvals are complete; receiving and processing applications for development approvals; providing notices of applications and hearings; making decisions and determinations regarding development regulation implementation; determining whether applications for development approvals meet applicable

standards as established by law and local ordinance; conducting inspections; issuing or denying certificates of compliance or occupancy; enforcing development regulations, including issuing notices of violation, orders to correct violations, and recommending bringing judicial actions against actual or threatened violations; keeping adequate records; and any other actions that may be required in order adequately to enforce the laws and development regulations under their jurisdiction. A development regulation may require that designated staff members take an oath of office. The local government shall have the authority to enact ordinances, procedures, and fee schedules relating to the administration and the enforcement of this Chapter. The administrative and enforcement provisions related to building permits set forth in Article 11 of this Chapter shall be followed for those permits.

(c) Alternative Local Government Staff Arrangements. – A local government may enter into contracts with another city, county, or combination thereof under which the parties agree to create a joint staff for the enforcement of State and local laws specified in the agreement. The governing boards of the contracting parties may make any necessary appropriations for this purpose.

In lieu of joint staff, a governing board may designate staff from any other city or county to serve as a member of its staff with the approval of the governing board of the other city or county. A staff member, if designated from another city or county under this ~~section~~, subsection, shall, while exercising the duties of the position, be considered an agent of the local government exercising those duties. The governing board of one local government may request the governing board of a second local government to direct one or more of the second local government's staff members to exercise their powers within part or all of the first local government's jurisdiction, and they shall thereupon be empowered to do so until the first local government officially withdraws its request in the manner provided in G.S. 160D-202.

The contract or designation of staff under this subsection shall specify at least one individual designated as charged with making determinations under each local government's development regulations for purposes of G.S. 160D-703.

(c1) Alternative Contract Staff Arrangements. – A local government may contract with an individual, company, council of governments, regional planning agency, metropolitan planning organization, or rural planning agency to designate an individual who is not a city or county employee to work under the supervision of the local government to exercise the functions authorized by this section. The local government shall have the same potential liability, if any, for inspections conducted by an individual who is not an employee of the local government as it does for an individual who is an employee of the local government. The company or individual with whom the local government contracts shall have errors and omissions and other insurance coverage acceptable to the local government. The contract shall require at least one individual designated as charged with making determinations under that local government's development regulations for purposes of G.S. 160D-703.

(d) Financial Support. – The local government may appropriate for the support of the staff any funds that it deems necessary. It shall have power to fix reasonable fees for support, administration, and implementation of programs authorized by this ~~Chapter~~, Chapter, and those fees shall not exceed the actual direct and reasonable costs required to support, administer, and implement programs authorized by this Chapter. All fees collected by a building inspection department for the administration and enforcement of provisions set forth in Article 11 of this Chapter shall be used to support the administration and operations of the building inspection department and for no other purposes. When an inspection, for which the permit holder has paid a fee to the local government, is performed by a marketplace pool Code-enforcement official upon request of the State Fire Marshal under G.S. 143-151.12(9)a., the local government shall promptly return to the permit holder the fee collected by the local government for such inspection. This subsection applies to the following types of inspection: plumbing, electrical systems,

1 general building restrictions and regulations, heating and air-conditioning, and the general
2 construction of buildings."

3 **SECTION 10.** G.S. 160D-403, as amended by S.L. 2024-49, reads as rewritten:

4 **"§ 160D-403. Administrative development approvals and determinations.**

5 (a) Development Approvals. – To the extent consistent with the scope of ~~regulatory~~
6 development regulation authority granted by this Chapter, no person shall commence or proceed
7 with development without first securing any required development approval from the local
8 government with jurisdiction over the site of the development. A development approval shall be
9 in writing and may contain a provision requiring the development to comply with all applicable
10 State and local laws. A local government may issue development approvals in print or electronic
11 form. Any development approval issued exclusively in electronic form shall be protected from
12 further editing once issued. Applications for development approvals may be made by the
13 landowner, a lessee or person holding an option or contract to purchase or lease land, or an
14 authorized agent of the landowner. An easement holder may also apply for development approval
15 for ~~such~~ the development as is authorized by the easement.

16 (a1) Time Period for Approval. – Within 14 calendar days of the filing of an application
17 for a development approval, a local government or its designated administrative staff, as
18 described under G.S. 160D-402, shall (i) determine whether the application is complete and
19 notify the applicant of the application's completeness and, (ii) if the local government or its
20 designated administrative staff determines the application is incomplete, specify all of the
21 deficiencies in the notice to the applicant. The applicant may file an amended application or
22 supplemental information to cure the deficiencies identified by the local government or its
23 designated administrative staff for a completeness review, which shall be completed within 14
24 calendar days after receiving an amended application or supplemental application from the
25 applicant. Upon the date the application is deemed complete, the local government or its
26 designated administrative staff shall issue a receipt letter or electronic response stating that the
27 application is complete and that a 90-calendar day review period has started as of that date. The
28 local government shall approve or deny the application within 90 calendar days of the date the
29 application was deemed complete by the local government or its designated administrative staff,
30 except that if the applicant requests a continuance of the application, the review period shall be
31 tolled for the duration of any continuance. The time period for review may be extended only by
32 agreement with the applicant if the application cannot be reviewed within the specified time
33 limitation due to circumstances beyond the control of the local government. The extension shall
34 not exceed six months. Failure of the local government or its designated administrative staff to
35 act before the expiration of the time period allowed for review shall constitute an approval of the
36 application, and the local government shall issue a written approval upon demand by the
37 applicant.

38 ...

39 (c) Duration of Development Approval. – Unless a different period is specified by this
40 Chapter or other specific applicable law, including for a development agreement, a development
41 approval issued pursuant to this Chapter expires one year after the date of issuance if the work
42 authorized by the development approval has not been substantially commenced. Local
43 development regulations may provide for development approvals of shorter duration for
44 temporary land uses, special events, temporary signs, and similar development. Local
45 development regulations may also provide for development approvals of longer duration for
46 specified types of development approvals. Nothing in this subsection limits any vested rights
47 secured under ~~G.S. 160D-108 or G.S. 160D-108.1~~ G.S. 160D-108, 160D-108.1, or 160D-108.2.

48"

49 **SECTION 11.** G.S. 160D-605(a) reads as rewritten:

50 "(a) Plan Consistency. – When adopting or rejecting any zoning text or map amendment,
51 the governing board shall approve a brief statement describing whether its action is consistent or

1 inconsistent with an adopted comprehensive or land-use plan. The requirement for a plan
2 consistency statement may also be met by a clear indication in the minutes of the governing board
3 that at the time of action on the amendment the governing board was aware of and considered
4 the planning board's recommendations and any relevant portions of an adopted comprehensive
5 or land-use plan. If a zoning map amendment is adopted and the action was deemed inconsistent
6 with the adopted plan, the zoning amendment has the effect of also amending any future land-use
7 map in the approved plan, and no additional request or application for a plan amendment is
8 required. A plan amendment and a zoning amendment may be considered concurrently. The plan
9 consistency statement is ~~not~~ subject to judicial review. If a zoning map amendment qualifies as
10 a "large-scale rezoning" under G.S. 160D-602(b), the governing board statement describing plan
11 consistency may address the overall rezoning and describe how the analysis and policies in the
12 relevant adopted plans were considered in the action taken."

13 **SECTION 12.** G.S. 160D-702 reads as rewritten:

14 **"§ 160D-702. Grant of power.**

15 (a) A local government may adopt zoning regulations. Except as provided in subsections
16 (b) and (c) of this section, a zoning regulation may regulate and restrict the height, number of
17 stories, and size of buildings and other structures; the percentage of lots that may be occupied;
18 the size of yards, courts, and other open spaces; the density of population; the location and use
19 of buildings, structures, and land. A local government may regulate development, including
20 floating homes, over estuarine waters and over lands covered by navigable waters owned by the
21 State pursuant to G.S. 146-12. A zoning regulation shall provide density credits or severable
22 development rights for dedicated rights-of-way pursuant to G.S. 136-66.10 or G.S. 136-66.11.
23 Where appropriate, a zoning regulation may include requirements that street and utility
24 rights-of-way be dedicated to the public, that provision be made of recreational space and
25 facilities, and that performance guarantees be provided, all to the same extent and with the same
26 limitations as provided for in G.S. 160D-804 and G.S. 160D-804.1.

27 (b) Any regulation relating to building design elements adopted under this Chapter may
28 not be applied to any structures subject to regulation under the North Carolina Residential Code
29 except under one or more of the following circumstances:

- 30 (1) The structures are located in an area designated as a local historic district
31 pursuant to Part 4 of Article 9 of this Chapter.
- 32 (2) The structures are located in an area designated as a historic district on the
33 National Register of Historic Places.
- 34 (3) The structures are individually designated as local, State, or national historic
35 landmarks.
- 36 (4) The regulations are directly and substantially related to the requirements of
37 applicable safety codes adopted under G.S. 143-138.
- 38 (5) Where the regulations are applied to manufactured housing in a manner
39 consistent with G.S. 160D-908 and federal law.
- 40 (6) Where the regulations are adopted as a condition of participation in the
41 National Flood Insurance Program.

42 Regulations prohibited by this subsection may not be applied, directly or indirectly, in any
43 zoning district or conditional ~~district unless voluntarily consented to by the owners of all the~~
44 ~~property to which those regulations may be applied as part of and in the course of the process of~~
45 ~~seeking and obtaining a zoning amendment or a zoning, subdivision, or development approval,~~
46 ~~district, nor may any such regulations be applied indirectly as part of a review pursuant to~~
47 G.S. 160D-604 or G.S. 160D-605 of any proposed zoning amendment for consistency with an
48 adopted comprehensive plan or other applicable officially adopted plan.

49 For the purposes of this subsection, the phrase "building design elements" means exterior
50 building color; type or style of exterior cladding material; style or materials of roof structures or
51 porches; exterior nonstructural architectural ornamentation; location or architectural styling of

1 windows and doors, including garage doors; the number and types of rooms; and the interior
2 layout of rooms. The phrase "building design elements" does not include any of the following:
3 (i) the height, bulk, orientation, or location of a structure on a zoning lot, (ii) the use of buffering
4 or screening to minimize visual impacts, to mitigate the impacts of light and noise, or to protect
5 the privacy of neighbors, or (iii) regulations adopted pursuant to this Article governing the
6 permitted uses of land or structures subject to the North Carolina Residential Code.

7 Nothing in this subsection affects the validity or enforceability of private covenants or other
8 contractual agreements among property owners relating to building design elements.

9 (c) A zoning or other development regulation shall not do any of the following:

- 10 (1) Set a minimum width, length, or square footage of any structures subject to
11 regulation under the North Carolina Residential Code.
- 12 (2) Require a or otherwise specify the size of parking space spaces, placement of
13 parking spaces, configuration of parking spaces, or allocation of parking
14 spaces to be larger than 9 feet wide by 20 feet long unless the parking space
15 is designated for handicap, parallel, or diagonal parking greater than those
16 required by the Americans with Disabilities Act.
- 17 (3) Require additional fire apparatus access roads into developments of one- or
18 two-family dwellings that are not in compliance with the required number of
19 fire apparatus access roads into developments of one- or two-family dwellings
20 set forth in the North Carolina Fire Code of the North Carolina Residential
21 Code for One and Two Family Dwellings Code.
- 22 (4) Except as provided under G.S. 160A-307, set a minimum width, length, or
23 square footage for driveways within a development unless the driveway abuts
24 a public road. This subdivision shall not be construed to expand, diminish, or
25 alter the Department of Transportation's authority to regulate driveways
26 adjacent to public roads owned by the State.
- 27 (5) Except as provided in this subdivision, set design standards for public roads
28 within a development in excess of those required by the Department of
29 Transportation. A city may set design standards for public roads within a
30 development in excess of those required by the Department of Transportation
31 if the city is financially responsible for the cost of the excess and accepts
32 ownership and maintenance responsibility for the public road prior to, or in
33 conjunction with, site plan approval. Confirmation of conformity of the
34 improvements consistent with the city's design standards under this subsection
35 shall be conducted consistent with G.S. 160D-804.1(1c). Upon confirmation
36 that the improvements have been made consistent with G.S. 160D-804.1(1c),
37 the city shall record with the register of deeds a plat evidencing the city's
38 ownership of the public road.
- 39 (6) Require installation of sidewalks or improvement of existing sidewalks for
40 any residential, commercial, or school property unless the sidewalk is either
41 of the following:
 - 42 a. Connected to an existing sidewalk.
 - 43 b. Will be connected to a planned adjacent sidewalk that the local
44 government believes, based on a development approval, will be
45 constructed within two years of the residential, commercial, or school
46 property site plan approval.
- 47 (7) For cities with a population of 125,000 or more, according to the most recent
48 decennial federal census, establish setback or buffer yard requirements for a
49 multifamily development that exceeds 15 units per acre.

50 (d) In exercising its authority under this section, a local government shall support its
51 determinations by demonstrating there is a rational and substantial relationship between the

1 zoning map, zoning regulations, or zoning amendment and the health, safety, and welfare of the
2 public through finding of facts and information, other than mere personal preferences or
3 speculation, that a reasonable person would accept in support of a conclusion.

4 (e) For purposes of this section, the term "public road" shall mean any road, street,
5 highway, thoroughfare, or other way of passage that is owned and maintained by a city or the
6 Department of Transportation."

7 **SECTION 13.** G.S. 160D-703 reads as rewritten:

8 **"§ 160D-703. Zoning districts.**

9 (a) Types of Zoning Districts. – A-Except as provided in subsection (a1) of this section,
10 a local government may divide its territorial jurisdiction into zoning districts of any number,
11 shape, and area deemed best suited to carry out the purposes of this Article. Within those districts,
12 it may regulate and restrict the erection, construction, reconstruction, alteration, repair, or use of
13 buildings, structures, or land. ~~Zoning~~ By illustration, zoning districts may include, but are not be
14 limited to, include any of the following:

- 15 (1) Conventional districts, in which a variety of uses are allowed as permitted uses
16 or uses by right and that may also include uses permitted only with a special
17 use permit.
- 18 (2) Conditional districts, in which site plans or individualized development
19 conditions are imposed.
- 20 (3) Form-based districts, or development form controls, that address the physical
21 form, mass, and density of structures, public spaces, and streetscapes.
- 22 (4) Overlay districts, in which different requirements are imposed on certain
23 properties within one or more underlying conventional, conditional, or
24 form-based districts.
- 25 (5) Districts allowed by charter.

26 (a1) Residential Zoning Districts Classified Based on Density. – A local government shall
27 classify residential zoning districts based on the number of dwelling units allowed per acre. A
28 local government shall not classify residential zoning districts based on the minimum lot size
29 allowed in the district.

30 (a2) Permitted Uses in Counties. – In areas zoned for residential use, a county zoning
31 regulation shall allow the following uses by right in an area with public sewer connections:

- 32 (1) In a county with a population of 49,999 or less, according to the most recent
33 decennial federal census, the siting of no fewer than four dwelling units per
34 acre.
- 35 (2) In a county with a population between 50,000 and 274,999, according to the
36 most recent decennial federal census, the siting of no fewer than five dwelling
37 units per acre.
- 38 (3) In a county with a population of 275,000 or more, according to the most recent
39 decennial federal census, the siting of no fewer than six dwelling units per
40 acre.

41 (a3) Permitted Uses in Cities. – A city zoning regulation shall allow the following uses by
42 right in an area with public sewer connections:

- 43 (1) In areas zoned for residential use in a city with a population of 19,999 or less,
44 according to the most recent decennial federal census, the siting of no fewer
45 than four dwelling units per acre.
- 46 (2) In areas zoned for residential use in a city with a population between 20,000
47 and 124,999, according to the most recent decennial federal census, the siting
48 of no fewer than five dwelling units per acre.
- 49 (3) In areas zoned for residential use in a city with a population of 125,000 or
50 more, according to the most recent decennial federal census, the siting of no

1 fewer than six dwelling units per acre. The minimum dwelling unit
2 requirement may be met by duplexes, triplexes, and quadruplexes.

3 (4) In areas zoned for non-agricultural commercial, business, or industrial use in
4 a city with a population of 125,000 or more, according to the most recent
5 decennial federal census, the siting of buildings and structures subject to the
6 North Carolina Residential Code and multifamily housing structures with
7 more than four residential dwelling units, with a maximum height restriction
8 of not less than 60 feet.

9 (a4) Exemption from Local Design Standards and Buffer Yards. – In a city with a
10 population of 125,000 or more, according to the most recent decennial federal census, buildings
11 and structures subject to the North Carolina Residential Code and uses allowable under
12 subdivision (3) or (4) of subsection (a3) of this section shall not be subject to either of the
13 following:

14 (1) Local design standards, except those adopted as a condition of participation
15 in the National Flood Insurance Program.

16 (2) Buffer yards or other landscape buffering regulations.

17 (a5) Applicability of Permitted Uses. – Subsections (a2) and (a3) of this section do not
18 apply to land used for a bona fide farm purpose as described in G.S. 160D-903 or an open space
19 land purpose as described in G.S. 160D-1307.

20 (b) Conditional Districts. – Property may be placed in a conditional district only in
21 response to a petition by all owners of the property to be included. Specific conditions may be
22 proposed by the petitioner or the local government or its agencies, but only those conditions
23 approved by the local government and consented to by the petitioner in writing may be
24 incorporated into the zoning regulations. ~~Unless consented to by the petitioner in writing,~~
25 Notwithstanding any other provision of law, in the exercise of the authority granted by this
26 section, a local government may not (i) require, enforce, or incorporate into the zoning
27 regulations any condition or requirement not authorized by otherwise applicable law, regulations
28 any condition, requirement, or deed restriction not specifically authorized by law, (ii) require,
29 enforce, or incorporate into the zoning regulations any condition or requirement that the courts
30 have held to be unenforceable if imposed directly by the local government, or (iii) accept any
31 offer by the petitioner to consent to any condition not specifically authorized by law, including,
32 without limitation, taxes, impact fees, building design elements within the scope of
33 G.S. 160D-702(b), driveway-related improvements in excess of those allowed in
34 G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or
35 use of land. This subsection shall also apply to the approval of any site plan, development
36 agreement, conditional zoning permit, or any other instrument under this Chapter. Conditions
37 and site-specific standards imposed in a conditional district shall be limited to those that address
38 the conformance of the development and use of the site to local government ordinances, plans
39 adopted pursuant to G.S. 160D-501, or the impacts reasonably expected to be generated by the
40 development or use of the site. The zoning regulation may provide that defined minor
41 modifications in conditional district standards that do not involve a change in uses permitted or
42 the density of overall development permitted may be reviewed and approved administratively.
43 Any other modification of the conditions and standards in a conditional district shall follow the
44 same process for approval as are applicable to zoning map amendments. If multiple parcels of
45 land are subject to a conditional zoning, the owners of individual parcels may apply for
46 modification of the conditions so long as the modification would not result in other properties
47 failing to meet the terms of the conditions. Any modifications approved apply only to those
48 properties whose owners petition for the modification.

49 (b1) Limitations. – For parcels where multifamily structures are an allowable use, a local
50 government may not impose a harmony requirement for permit approval if the development

contains affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

(c) Uniformity Within Districts. – Except as authorized by the foregoing, all zoning regulations shall be uniform for each class or kind of building throughout each district but the zoning regulations in one district may differ from those in other districts.

(d) Standards Applicable Regardless of District. – A zoning regulation or unified development ordinance may also include development standards that apply uniformly jurisdiction-wide rather than being applicable only in particular zoning districts.

(e) Staff Approvals. – Development approvals for a development that is a permitted use in the zoning district where the development is located shall be made only by the designated staff member as described in G.S. 160D-402.

(f) Basis for Conditional District. – In exercising its authority under subsection (b) of this section, a local government shall support its determinations with facts and information, other than mere personal preferences or speculation, that a reasonable person would accept in support of a conclusion there is a rational and substantial relationship between the conditional district and the health, safety, and welfare of the public."

SECTION 14. Article 7 of Chapter 160D of the General Statutes is amended by adding a new section to read:

"§ 160D-707. Review period for rezoning decisions.

Within 14 calendar days of the filing of an application for amendment of a zoning map or zoning regulations, a local government or its designated administrative staff, as described under G.S. 160D-402, shall (i) determine whether the application is complete and notify the applicant of the application's completeness and, (ii) if the local government or its designated administrative staff determines the application is incomplete, specify all the deficiencies in the notice to the applicant. The applicant may file an amended application or supplemental information to cure the deficiencies identified by the local government or its designated administrative staff for a completeness review, which shall be completed within 14 calendar days after receiving an amended application or supplemental application from the applicant. Upon the date the application is deemed complete, the local government or its designated administrative staff shall issue a receipt letter or electronic response stating that the application is complete and that a 90-calendar day review period has started as of that date. The local government shall approve or deny the application within 90 calendar days of the date the application was deemed complete by the local government or its designated administrative staff, except that if the applicant requests a continuance of the application, the review period shall be tolled for the duration of any continuance. The time period for review may be extended only by agreement with the applicant if the application cannot be reviewed within the specified time limitation due to circumstances beyond the control of the local government. The extension shall not exceed six months. Failure of the local government or its designated administrative staff to act before the expiration of the time period allowed for review shall constitute an approval of the application, and the local government shall issue a written approval upon demand by the applicant."

SECTION 15. G.S. 160D-803 reads as rewritten:

"§ 160D-803. Review process, filing, and recording of subdivision plats.

(a) Any subdivision regulation adopted pursuant to this Article shall contain provisions setting forth the procedures and standards to be followed in granting or denying approval of a subdivision plat prior to its registration.

(b) A subdivision regulation shall provide that the following agencies be given an opportunity to make recommendations concerning an individual subdivision plat before the plat is approved:

- (1) The district highway engineer as to proposed State streets, State highways, and related drainage systems.

(2) The county health director or local public utility, as appropriate, as to proposed water or sewerage systems.

(3) Any other agency or official designated by the governing board.

(c) The subdivision regulation ~~may shall~~ provide that final decisions on preliminary plats and final plats are ~~administrative and to be made by any of the following:~~

(1) ~~The governing board.~~

(2) ~~The governing board on recommendation of a designated body.~~

(3) ~~A designated planning board, technical review committee of local government staff members, or other designated body or staff person.~~

If the final decision on a subdivision plat is administrative, the decision may be assigned to a staff person or committee comprised entirely of staff persons, and notice of the decision shall be as provided by G.S. 160D-403(b). ~~If the final decision on a subdivision plat is quasi-judicial, the decision shall be assigned to the governing board, the planning board, the board of adjustment, or other board appointed pursuant to this Chapter, and the procedures set forth in G.S. 160D-406 shall apply.~~

(d) After the effective date that a subdivision regulation is adopted, no subdivision within a local government's planning and development regulation jurisdiction shall be filed or recorded until it shall have been submitted to and approved by ~~the governing board or appropriate body, a staff person or committee comprised entirely of staff persons,~~ as specified in the subdivision regulation, and until this approval shall have been entered on the face of the plat in writing by an authorized representative of the local government. Within 10 days after approving a preliminary or final plat, an authorized representative of the local government shall enter the approval on the face of the preliminary or final plat. The review officer, pursuant to G.S. 47-30.2, shall not certify a subdivision plat that has not been approved in accordance with these provisions nor shall the clerk of superior court order or direct the recording of a plat if the recording would be in conflict with this section.

(e) Notwithstanding G.S. 160D-403(c), once approval has been entered on the face of the plat in accordance with this section, the approval shall be valid and not expire unless the landowner applies for, and receives, a subsequent development approval."

SECTION 16. G.S. 160D-912 reads as rewritten:

"§ 160D-912. Outdoor advertising.

(a) As used in this section, the term "off-premises outdoor advertising" includes off-premises outdoor advertising signs visible from the main-traveled way of any road.

(b) A local government may require the removal of an off-premises outdoor advertising ~~sign that is nonconforming under a local ordinance not in compliance with a development regulation~~ and may regulate the use of off-premises outdoor advertising within its planning and development regulation jurisdiction in accordance with the applicable provisions of this Chapter and subject to G.S. 136-131.1 and G.S. 136-131.2.

(c) A local government shall give written notice of its intent to require removal of off-premises outdoor advertising not in compliance with a development regulation by sending a letter by certified mail to the last known address of the owner of the off-premises outdoor advertising and the owner of the property on which the off-premises outdoor advertising is located.

(d) No local government may enact or amend an ordinance of general applicability to require the removal of any ~~nonconforming~~, lawfully erected off-premises outdoor advertising ~~sign that is not in compliance with a development regulation~~ without the payment of monetary compensation to the owners of the off-premises outdoor advertising, except as provided below. The payment of monetary compensation is not required if:

(1) The local government and the owner of the ~~nonconforming~~ off-premises outdoor advertising enter into a relocation agreement pursuant to subsection (g) of this section.

- 1 (2) The local government and the owner of the ~~nonconforming~~ off-premises
2 outdoor advertising enter into an agreement pursuant to subsection (k) of this
3 section.
- 4 (3) The off-premises outdoor advertising is determined to be a public nuisance or
5 detrimental to the health or safety of the populace.
- 6 (4) The removal is required for opening, widening, extending, or improving
7 streets or sidewalks, or for establishing, extending, enlarging, or improving
8 any of the public enterprises listed in G.S. 160A-311, and the local
9 government allows the off-premises outdoor advertising to be relocated to a
10 comparable location.
- 11 (5) The off-premises outdoor advertising is subject to removal pursuant to
12 statutes, ordinances, or regulations generally applicable to the demolition or
13 removal of damaged structures.
- 14 ~~(d1) This subsection~~ Subsection (d) of this section shall be construed subject to and
15 without any reduction in the rights afforded to owners of off-premises outdoor advertising signs
16 along interstate and federal-aid primary highways in this State as provided in ~~Article 13 of~~
17 Chapter 136 of the General Statutes. Nothing in this section shall be construed to diminish the
18 rights given to owners or operators of nonconformities as set forth in G.S. 160D-108 and
19 G.S. 160D-108.2 or the rights of owners or operators of outdoor advertising signs in Article 11
20 of Chapter 136 of the General Statutes.
- 21 (e) Monetary compensation is the fair market value of the off-premises outdoor
22 advertising in place immediately prior to its removal and without consideration of the effect of
23 the ordinance or any diminution in value caused by the ordinance requiring its removal. Monetary
24 compensation shall be determined based on the following:
- 25 (1) The factors listed in G.S. 105-317.1(a).
- 26 (2) The listed property tax value of the property and any documents regarding
27 value submitted to the taxing authority.
- 28 (f) If the parties are unable to reach an agreement under subsection (e) of this section on
29 monetary compensation to be paid by the local government to the owner of the ~~nonconforming~~
30 off-premises outdoor advertising ~~sign~~ for its removal and the local government elects to proceed
31 with the removal of the ~~sign, off-premises outdoor advertising~~, the local government may bring
32 an action in superior court for a determination of the monetary compensation to be paid. In
33 determining monetary compensation, the court shall consider the factors set forth in subsection
34 (e) of this section. Upon payment of monetary compensation for the ~~sign, off-premises outdoor~~
35 advertising, the local government shall own the ~~sign, off-premises outdoor advertising~~.
- 36 (g) In lieu of paying monetary compensation, a local government may enter into an
37 agreement with the owner of a ~~nonconforming~~ off-premises outdoor advertising ~~sign~~ to relocate
38 and reconstruct the ~~sign, off-premises outdoor advertising~~. The agreement shall include the
39 following:
- 40 (1) Provision for relocation of the ~~sign, off-premises outdoor advertising~~ to a site
41 reasonably comparable to or better than the existing location. In determining
42 whether a location is comparable or better, the following factors shall be taken
43 into consideration:
- 44 a. The size and format of the ~~sign, off-premises outdoor advertising~~.
- 45 b. The characteristics of the proposed relocation site, including visibility,
46 traffic count, area demographics, zoning, and any uncompensated
47 differential in the ~~sign owner's cost to the owner of the off-premises~~
48 outdoor advertising to lease the replacement site.
- 49 c. The timing of the relocation.

- 1 (2) Provision for payment by the local government of the reasonable costs of
2 relocating and reconstructing the ~~sign, off-premises outdoor advertising~~
3 including the following:
- 4 a. The actual cost of removing the ~~sign-off-premises outdoor advertising.~~
5 b. The actual cost of any necessary repairs to the real property for
6 damages caused in the removal of the ~~sign-off-premises outdoor~~
7 ~~advertising.~~
8 c. The actual cost of installing the ~~sign-off-premises outdoor advertising~~
9 at the new location.
10 d. An amount of money equivalent to the income received from the lease
11 of the ~~sign-off-premises outdoor advertising~~ for a period of up to 30
12 days if income is lost during the relocation of the ~~sign-off-premises~~
13 ~~outdoor advertising.~~
- 14 (h) For the purposes of relocating and reconstructing ~~a nonconforming off-premises~~
15 ~~outdoor advertising sign~~ pursuant to subsection (g) of this section, a local government, consistent
16 with the welfare and safety of the community as a whole, may adopt a resolution or adopt or
17 modify its ordinances to provide for the issuance of a permit or other approval, including
18 conditions as appropriate, or to provide for dimensional, spacing, setback, or use variances as it
19 deems appropriate.
- 20 (i) If a local government has offered to enter into an agreement to relocate a
21 ~~nonconforming off-premises outdoor advertising sign~~ pursuant to subsection (g) of this section
22 and within 120 days after the initial notice by the local government the parties have not been able
23 to agree that the site or sites offered by the local government for relocation of the ~~sign~~
24 ~~off-premises outdoor advertising~~ are reasonably comparable to or better than the existing site,
25 the parties shall enter into binding arbitration to resolve their disagreements. Unless a different
26 method of arbitration is agreed upon by the parties, the arbitration shall be conducted by a panel
27 of three arbitrators. Each party shall select one arbitrator, and the two arbitrators chosen by the
28 parties shall select the third member of the panel. The American Arbitration Association rules
29 shall apply to the arbitration unless the parties agree otherwise.
- 30 (j) If the arbitration results in a determination that the site or sites offered by the local
31 government for relocation of the ~~nonconforming sign-off-premises outdoor advertising~~ are not
32 comparable to or better than the existing site, and the local government elects to proceed with the
33 removal of the ~~sign, off-premises outdoor advertising~~, the parties shall determine the monetary
34 compensation under subsection (e) of this section to be paid to the owner of the ~~sign-off-premises~~
35 ~~outdoor advertising.~~ If the parties are unable to reach an agreement regarding monetary
36 compensation within 30 days of the receipt of the arbitrators' determination and the local
37 government elects to proceed with the removal of the ~~sign, off-premises outdoor advertising~~ then
38 the local government may bring an action in superior court for a determination of the monetary
39 compensation to be paid by the local government to the owner for the removal of the ~~sign-~~
40 ~~off-premises outdoor advertising.~~ In determining monetary compensation, the court shall
41 consider the factors set forth in subsection (e) of this section. Upon payment of monetary
42 compensation for the ~~sign, off-premises outdoor advertising~~, the local government shall own the
43 ~~sign-off-premises outdoor advertising.~~
- 44 (k) Notwithstanding the provisions of this section, a local government and an
45 off-premises outdoor advertising ~~sign~~-owner may enter into a voluntary agreement allowing for
46 the removal of the ~~sign-off-premises outdoor advertising~~ after a set period of time in lieu of
47 monetary compensation. A local government may adopt an ordinance or resolution providing for
48 a relocation, reconstruction, or removal agreement.
- 49 (l) A local government has up to three years from the effective date of an ordinance
50 enacted under this section to pay monetary compensation to the owner of the off-premises

1 outdoor advertising provided the affected ~~property off-premises outdoor advertising~~ remains in
2 place until the compensation is paid.

3 (m) This section does not apply to any ordinance in effect on July 1, 2004. A local
4 government may amend an ordinance in effect on July 1, 2004, to extend application of the
5 ordinance to off-premises outdoor advertising located in territory acquired by annexation or
6 located in the extraterritorial jurisdiction of the city. A local government may repeal or amend
7 an ordinance in effect on July 1, 2004, so long as the amendment to the existing ordinance does
8 not reduce the period of amortization in effect on June 19, 2020.

9 (n) The provisions of this section shall not be used to interpret, construe, alter, or
10 otherwise modify the exercise of the power of eminent domain by an entity pursuant to Chapter
11 40A or Chapter 136 of the General Statutes.

12 (o) Nothing in this section shall limit a local government's authority to use amortization
13 as a means of phasing out nonconforming uses other than off-premises outdoor advertising."

14 **SECTION 17.** G.S. 160D-912.1 reads as rewritten:

15 **"§ 160D-912.1. On-premises advertising.**

16 (a) As used in this section, the following definitions apply:

17 (1) Monetary compensation. – An amount equal to the sum of (i) the greater of
18 the fair market value of the ~~nonconforming~~ on-premises advertising sign that
19 is not in compliance with a development regulation in place immediately prior
20 to the removal or the diminution in value of the real estate resulting from the
21 removal of the on-premises advertising sign and (ii) the cost of a new
22 on-premises advertising sign that conforms to the local government's
23 development regulations.

24 (2) On-premises advertising sign. – A sign visible from any local or State road or
25 highway that advertises activities conducted on the property upon which it is
26 located or advertises the sale or lease of the property upon which it is located.

27 (3) Reconstruction. – Erecting or constructing anew, including any new or
28 modern instrumentalities, parts, or equipment that were allowed under the
29 local development rules in place at the time the on-premises advertising sign
30 was erected.

31 (b) Notwithstanding any local development regulation to the contrary, a lawfully erected
32 on-premises advertising sign may be relocated or reconstructed within the same parcel so long
33 as the square footage of the total advertising surface area is not increased, and the on-premises
34 advertising sign complies with the local development ~~rules-regulations~~ in place at the time the
35 on-premises advertising sign was erected. The construction work related to the relocation of the
36 lawfully erected on-premises advertising sign shall commence within two years after the date of
37 removal. The local government shall have the burden to prove that the on-premises advertising
38 sign was not lawfully erected.

39 (c) A local government may require the removal of a lawfully erected on-premises
40 advertising sign under a local development regulation only if the local government pays the
41 owner of the on-premises advertising sign monetary compensation for the removal. Upon
42 payment of monetary compensation, the local government shall own the on-premises advertising
43 sign and remove it in a timely manner.

44 (d) Nothing in this section shall be construed to diminish the rights given to owners or
45 operators of ~~nonconforming uses, including nonconforming structures, nonconformities~~ as set
46 forth in ~~G.S. 160D-108~~ G.S. 160D-108 and G.S. 160D-108.2 or the rights of owners or operators
47 of outdoor advertising signs in Article 11 of ~~Chapter 136~~ Chapter 136 of the General Statutes."

48 **SECTION 18.** G.S. 160D-944 reads as rewritten:

49 **"§ 160D-944. Designation of historic districts.**

50 (a) Any local government may, as part of a zoning regulation adopted pursuant to Article
51 7 of this Chapter or as a development regulation enacted or amended pursuant to Article 6 of this

Chapter, designate and from time to time amend one or more historic districts within the area subject to the development regulation. Historic districts established pursuant to this Part shall consist of areas that are deemed to be of special significance in terms of their history, prehistory, architecture, or culture and to possess integrity of design, setting, materials, feeling, and association.

A development regulation may treat historic districts either as a separate use district classification or as districts that overlay other zoning districts. Where historic districts are designated as separate use districts, the zoning-development regulation may include as uses by right or as special uses those uses found by the preservation commission to have existed during the period sought to be restored or preserved or to be compatible with the restoration or preservation of the district.

(b) No historic district or districts shall be designated under subsection (a) of this section until all of the following occur:

(1) An investigation and report describing the significance of the buildings, structures, features, sites, or surroundings included in the proposed district and a description of the boundaries of the district have been prepared.

(2) The Department of Natural and Cultural Resources, acting through the State Historic Preservation Officer or his or her designee, has made an analysis of and recommendations concerning the report and description of proposed boundaries. Failure of the Department to submit its written analysis and recommendations to the governing board within 30 calendar days after a written request for the analysis has been received by the Department relieves the governing board of any responsibility for awaiting the analysis, and the governing board may at any subsequent time take any necessary action to adopt or amend its zoning regulation.

(3) Seventy-five percent (75%) of the property owners in the proposed district sign a petition requesting designation of the district.

(c) The governing board may also, in its discretion, refer the report and proposed boundaries under subsection (b) of this section to any local preservation commission or other interested body for its recommendations prior to taking action to amend the zoning-development regulation. With respect to any changes in the boundaries of a district, subsequent to its initial establishment, or the creation of additional districts within the jurisdiction, the investigative studies and reports required by subdivision (1) of subsection (b) of this section shall be prepared by the preservation commission and shall be referred to the planning board for its review and comment according to procedures set forth in the zoning-development regulation. Changes in the boundaries of an initial district or proposal for additional districts shall also be submitted to the Department of Natural and Cultural Resources in accordance with the provisions of subdivision (2) of subsection (b) of this section.

On receipt of these reports and recommendations, the local government may proceed in the same manner as would otherwise be required for the adoption or amendment of any appropriate zoning regulation-development regulation, except that the governing board shall unanimously approve the adoption of the district.

(d) G.S. 160D-914 applies to ~~zoning or other~~ development regulations pertaining to historic districts, and the authority under that statute for the ordinance to regulate the location or screening of solar collectors may encompass requiring the use of plantings or other measures to ensure that the use of solar collectors is not incongruous with the special character of the district."

SECTION 19. Article 9 of Chapter 160D of the General Statutes is amended by adding the following two new sections to read:

"§ 160D-974. Tiny houses in residential districts in certain cities.

1 (a) Tiny Housing in Residential Zones. – A city shall allow tiny housing in areas zoned
2 for residential or mixed-use residential, including those that allow for the development of
3 detached single-family dwellings.

4 (b) Regulation and Scope. – Nothing in this section affects the validity or enforceability
5 of private covenants or other contractual agreements among property owners relating to dwelling
6 type restrictions. Any development regulation adopted pursuant to this section shall not apply to
7 an area designated as a local historic district (i) pursuant to Part 4 of this Article or (ii) on the
8 National Register of Historic Places, unless approved by the local historic preservation authority.
9 For septic systems, a city may require a new system or an upgrade to an existing system if it is
10 determined that the existing system is incapable of handling increased capacity.

11 (c) Definitions. – As used in this section, the term "tiny housing" means a detached
12 single-family dwelling unit that is no greater than 600 square feet, built to standards applicable
13 to the North Carolina Residential Code, and is either constructed or mounted on a foundation and
14 is connected to utilities. The term does not include a recreational vehicle or manufactured home
15 that has not been affixed to real property.

16 (d) Applicability. – This section applies only to cities with a population of 125,000 or
17 more, according to the most recent decennial federal census.

18 **"§ 160D-975. Accessory dwelling units in certain cities.**

19 (a) A city shall allow the development of at least one accessory dwelling unit which
20 conforms to the North Carolina Residential Code, including applicable provisions from the North
21 Carolina Fire Code, for each detached single-family dwelling that is greater than 600 square feet,
22 in areas zoned for residential use that allow for development of detached single-family dwellings.
23 An accessory dwelling unit may be built or sited concurrently with the primary dwelling or after
24 the primary dwelling has been constructed or sited. Nothing in this section shall prohibit a local
25 government from permitting accessory dwelling units in any area not otherwise required under
26 this section.

27 (b) Development and permitting of an accessory dwelling unit shall not be subject to any
28 of the following requirements:

29 (1) Owner-occupancy of any dwelling unit, including an accessory unit.

30 (2) Minimum parking requirements or other parking restrictions, including the
31 imposition of additional parking requirements where an existing structure is
32 converted for use as an accessory dwelling unit.

33 (3) Conditional use zoning.

34 (c) In permitting accessory dwelling units under this section, a city shall not do any of
35 the following:

36 (1) Prohibit the connection of the accessory dwelling unit to existing utilities
37 serving the primary dwelling unit.

38 (2) Charge any fee, other than a building permit fee, that exceeds the amount
39 charged for any single-family dwelling unit similar in nature.

40 (d) Except as otherwise provided in this section, a city may regulate accessory dwelling
41 units pursuant to this Chapter, provided that the development regulations do not act to discourage
42 development or siting of accessory dwelling units through unreasonable costs or delay. Nothing
43 in this section shall affect the validity or enforceability of private covenants or other contractual
44 agreements among property owners relating to dwelling type restrictions.

45 (e) A city may impose a setback minimum for accessory dwelling units of 5 feet or the
46 setback minimum imposed generally upon lots in the same zoning classification, whichever is
47 less.

48 (f) For the purposes of this section, the term "accessory dwelling unit" means an attached
49 or detached residential structure that is used in connection with or that is accessory to a primary
50 single-family dwelling and that has less total square footage than the primary single-family
51 dwelling.

1 (g) This section applies only to cities with a population of 125,000 or more, according to
2 the most recent decennial federal census."

3 **SECTION 20.** G.S. 160D-1102(c) reads as rewritten:

4 "(c) No later than October 1 of ~~2023, 2024, and 2025~~, each year, every local government
5 shall publish an annual financial report on how it used fees from the prior fiscal year for the
6 support, administration, and implementation of its building code enforcement program as
7 required by G.S. 160D-402(d). This report is in addition to any other financial report required by
8 law."

9 **SECTION 21.** G.S. 160D-1110(d) is amended by adding a new subdivision to read:

10 "(3) Require more than a shell permit for the construction of a multifamily
11 development. Upon the request of the permittee, the local government shall
12 issue certificates of occupancy for individual units in a multifamily
13 development permitted under a shell permit as the units meet the criteria for
14 issuance of a certificate of occupancy. For purposes of this subdivision, "shell
15 permit" means a permit that allows for the structural construction of a building
16 but does not result in the issuance of a certificate of occupancy."

17 **SECTION 22.** G.S. 160D-1403 reads as rewritten:

18 **"§ 160D-1403. Appeals of decisions on subdivision plats.**

19 (a) ~~When a subdivision regulation adopted under this Chapter provides that the decision~~
20 ~~whether to approve or deny a preliminary or final subdivision plat is quasi-judicial, then that~~
21 ~~decision of the board is subject to review by the superior court by a proceeding in the nature of~~
22 ~~certiorari. G.S. 160D-406 and this section apply to those appeals.~~

23 (b) ~~When a subdivision regulation adopted under this Chapter provides that the decision~~
24 ~~whether to approve or deny a preliminary or final subdivision plat is administrative, or for~~ For
25 any other administrative decision implementing a subdivision regulation, the following applies:

26 (1) ~~If made by the governing board or planning board, the decision is subject to~~
27 ~~review by filing an action in superior court seeking appropriate declaratory or~~
28 ~~equitable relief within 30 days from receipt of the written notice of the~~
29 ~~decision, which shall be made as provided in G.S. 160D-403(b).~~

30 (2) ~~If made by the staff or a staff committee, the decision is subject to appeal as~~
31 ~~provided in G.S. 160D-405.~~

32 (c) ~~For purposes of this section, a subdivision regulation is deemed to authorize a~~
33 ~~quasi-judicial decision if the decision-making entity under G.S. 160D-803(e) is authorized to~~
34 ~~decide whether to approve or deny the plat based not only upon whether the application complies~~
35 ~~with the specific requirements set forth in the regulation but also on whether the application~~
36 ~~complies with one or more generally stated standards requiring a discretionary decision to be~~
37 ~~made."~~

38 **SECTION 23.** G.S. 160D-1403.1 reads as rewritten:

39 **"§ 160D-1403.1. Civil action for declaratory relief, injunctive relief, other remedies; joinder**
40 **of complaint and petition for writ of certiorari in certain cases.**

41 (a) Civil Action. – Except as otherwise provided in this section for claims involving
42 questions of interpretation, in lieu of any remedies available under G.S. 160D-405 or
43 G.S. 160D-108(h), a person with standing, as defined in subsection (b) of this section, may bring
44 an original civil action seeking declaratory relief, injunctive relief, damages, or any other
45 remedies provided by law or equity, in superior court or federal court to challenge the
46 enforceability, validity, or effect of a ~~local land~~ development regulation or development approval
47 for any of the following claims:

48 (1) ~~The ordinance, development regulation,~~ either on its face or as applied, is
49 unconstitutional.

(2) ~~The ordinance, development regulation, either on its face or as applied, is ultra vires, preempted, arbitrary or capricious, or is otherwise in excess of statutory authority.~~

(3) ~~The ordinance, development regulation, either on its face or as applied, constitutes a taking of property.~~

(4) ~~The development approval is ultra vires, preempted, in excess of its statutory authority, made upon unlawful procedure, made in error of law, arbitrary and capricious, or an abuse of discretion.~~

(a1) ~~Appeals of Administrative Decisions. – If the decision-development approval being challenged under subsection (a) of this section is from an administrative official charged with enforcement of a local land-development regulation, the party with standing must first bring any claim that the ordinance-development regulation was erroneously interpreted to the applicable board of adjustment pursuant to G.S. 160D-405. An adverse ruling from the board of adjustment may then be challenged in an action brought pursuant to this subsection with the court hearing the matter de novo together with any of the claims listed in this subsection.~~

(b) Standing. – Any of the following criteria provide standing to bring an action under this section:

(1) The person has an ownership, leasehold, or easement interest in, or possesses an option or contract to purchase the property that is the subject matter of a final and binding decision made by an administrative official charged with applying or enforcing a ~~land~~-development regulation.

(2) The person was a development permit applicant before the decision-making board whose decision is being challenged.

(3) The person was a development permit applicant who is aggrieved by a final and binding decision of an administrative official charged with applying or enforcing a ~~land~~-development regulation.

(4) An association, organization, society, or entity whose membership is comprised of an individual or entity identified in subdivision (2) or (3) of this subsection.

...

(g) Definitions. – ~~The definitions-definition of "development permit" in G.S. 143-755 shall apply in this section.~~

SECTION 24. Article 14 of Chapter 160D of the General Statutes is amended by adding a new section to read:

"§ 160D-1403.3. Private remedies.

In addition to any other remedy otherwise provided by law, any person with standing under G.S. 160D-1403.1(b) may bring a civil action to enforce the provisions of this Chapter and recover damages, costs, and disbursements, including costs of investigation and reasonable attorneys' fees, and receive other equitable relief as determined by the court."

SECTION 25.(a) Article 14 of Chapter 160D of the General Statutes is amended by adding a new section to read:

"§ 160D-1406. Civil liability in certain instances.

(a) In addition to any other remedy available, actual damages resulting from any development decision, or lack thereof, may be recovered by civil action naming a member or members of the decision-making board individually. A civil action under this section may be instituted by any person with standing as described in G.S. 160D-1402(c) to recover civil damages from any member or members of the decision-making board who did any of the following with respect to the development decision:

(1) Engaged in impermissible violations of due process.

(2) Considered evidence or other material gained outside of an evidentiary hearing when making a quasi-judicial decision.

- 1 (3) Acted maliciously, arbitrarily and capriciously, or unlawfully.
2 (4) Acted grossly negligent or wrongfully.
3 (b) If a court determines that a member of a decision-making board is liable under
4 subsection (a) of this section, the court may also award punitive damages.
5 (c) Notwithstanding the common law of legislative privilege and legislative immunity, a
6 court may compel disclosure of information if, in the presiding judge's opinion, the disclosure is
7 necessary to a proper administration of justice.
8 (d) Attorneys' fees and costs shall be awarded in accordance with G.S. 6-21.7."

9 **SECTION 25.(b)** G.S. 6-21.7 reads as rewritten:

10 **"§ 6-21.7. Attorneys' fees; cities or counties acting outside the scope of their authority.**

11 (a) In any action in which a city or county is a party, upon a finding by the court that the
12 city or county violated a statute or case law setting forth unambiguous limits on its authority, the
13 court shall award reasonable attorneys' fees and costs to the party who successfully challenged
14 the city's or county's action. In any action in which a member of a decision-making board under
15 Chapter 160D of the General Statutes is found to be liable under G.S. 160D-1406, the court shall
16 award reasonable attorneys' fees and costs to the party who successfully challenged the acts of
17 the member of a decision-making board under Chapter 160D of the General Statutes.

18 (b) In any action in which a city or county is a party, upon finding by the court that the
19 city or county took action inconsistent with, or in violation of, G.S. 160D-108(b) or
20 G.S. 143-755, the court shall award reasonable attorneys' fees and costs to the party who
21 successfully challenged the local government's failure to comply with any of those provisions.

22 (c) In all other ~~matters, matters not covered by subsection (a) or (b) of this section,~~ the
23 court may award reasonable attorneys' fees and costs to the prevailing private litigant.

24 (d) For purposes of this section, "unambiguous" means that the limits of authority are not
25 reasonably susceptible to multiple constructions."

26 **SECTION 26.** G.S. 63-31(e) reads as rewritten:

27 "(e) All airport zoning regulations adopted under this Article shall be reasonable, and none
28 shall require the removal, lowering, or other change or alteration of any structure or tree not
29 conforming to the regulations when adopted or amended, or otherwise interfere with the
30 continuance of any ~~nonconforming use, nonconformity as defined in G.S. 160D-102~~ except as
31 provided in G.S. 63-32, subsection (a)."

32 **SECTION 27.** G.S. 63-36 reads as rewritten:

33 **"§ 63-36. Acquisition of air rights.**

34 (a) In any case in which:

- 35 (1) It is desired to remove, lower, or otherwise terminate a ~~nonconforming use;~~
36 ~~nonconformity;~~ or
37 (2) The approach protection necessary cannot, because of constitutional
38 limitations, be provided by airport zoning regulations under this Article; or
39 (3) It appears advisable that the necessary approach protection be provided by
40 acquisition of property rights rather than by airport zoning regulations,

41 the political subdivision within which the property or ~~nonconforming use nonconformity~~ is
42 located or the political subdivision owning the airport or served by it may acquire, in the manner
43 provided by the law under which municipalities are authorized to acquire real property for public
44 purposes, such an air right, easement, or other estate or interest in the property or ~~nonconforming~~
45 ~~use-nonconformity~~ in question as may be necessary to effectuate the purposes of this Article.

46 (b) If any political subdivision, or if any board or administrative agency appointed or
47 selected by a political subdivision, shall adopt, administer or enforce any airport zoning
48 regulations which results in the taking of, or in any other injury or damage to any existing
49 structure, such political subdivision shall be liable therefor in damages to the owner or owners of
50 any such property and the liability of the political subdivision shall include any expense which
51 the owners of such property are required to incur in complying with any such zoning regulations.

1 (c) For purposes of this section, "nonconformity" shall have the same meaning as in
2 G.S. 160D-102."

3 **SECTION 28.(a)** G.S. 120-36.7 is amended by adding a new subsection to read:

4 "(e) Proposed Increases Affecting Home Affordability. – Every bill and resolution
5 introduced in the General Assembly proposing any change in the law that could cause a net
6 increase in the cost of constructing, purchasing, owning, or selling a building or structure subject
7 to the North Carolina Residential Code, either directly or indirectly, shall have attached to it at
8 the time of its consideration by the General Assembly a fiscal note prepared by the Fiscal
9 Research Division. The fiscal note shall identify and estimate, for the first five fiscal years the
10 proposed change would be in effect, all anticipated effects on costs of the proposed change. The
11 fiscal note shall be prepared on the basis of a median priced single-family residence and may
12 include an estimate for a larger development as an analysis of the long-range effect of a measure.
13 If, after careful investigation, the Fiscal Research Division determines that no dollar estimate is
14 possible, the note shall contain a statement to that effect, setting forth the reasons why no dollar
15 estimate can be given. No comment or opinion shall be included in the fiscal note with regard to
16 the merits of the measure for which the note is prepared. However, technical and mechanical
17 defects may be noted.

18 The sponsor of each bill or resolution to which this subsection applies shall present a copy of
19 the bill or resolution with the request for a fiscal note to the Fiscal Research Division. Upon
20 receipt of the request and the copy of the bill or resolution, the Fiscal Research Division shall
21 prepare the fiscal note as promptly as possible. The Fiscal Research Division shall prepare the
22 fiscal note and transmit it to the sponsor within two weeks after the request is made, unless the
23 sponsor agrees to an extension of time.

24 This fiscal note shall be attached to the original of each proposed bill or resolution that is
25 reported favorably by any committee of the General Assembly but shall be separate from the bill
26 or resolution and shall be clearly designated as a fiscal note. A fiscal note attached to a bill or
27 resolution pursuant to this subsection is not a part of the bill or resolution and is not an expression
28 of legislative intent proposed by the bill or resolution.

29 If a committee of the General Assembly reports favorably a proposed bill or resolution with
30 an amendment that proposes a change in the law that could cause a net increase in the cost of
31 constructing, purchasing, owning, or selling a building or structure subject to the North Carolina
32 Residential Code, either directly or indirectly, the chair of the committee shall obtain from the
33 Fiscal Research Division and attach to the amended bill or resolution a fiscal note as provided in
34 this section."

35 **SECTION 28.(b)** Article 3 of Chapter 159 of the General Statutes is amended by
36 adding a new section to read:

37 **"§ 159-42.2. Fiscal note required for ordinances affecting housing affordability.**

38 (a) Prior to adopting, amending, or repealing an ordinance that could cause a net increase
39 in the cost of constructing, purchasing, owning, or selling a building or structure subject to the
40 North Carolina Residential Code, either directly or indirectly, the governing body of a county or
41 city shall have a fiscal note prepared by its planning department or another department designated
42 by the governing body. The fiscal note shall be submitted to the governing body at least five days
43 prior to the meeting at which the ordinance is to be introduced and shall be made available to the
44 public at that meeting. For purposes of this section, the term "introduced" has the same meaning
45 as in G.S. 160A-75(c). In preparing the fiscal note, the planning department or other department
46 may consult with relevant trade organizations representing the real estate or home building
47 industries. The fiscal note shall identify and estimate, for the first five fiscal years the ordinance,
48 or the amendment or repeal thereof, would be in effect, all anticipated effects on costs of the
49 proposed change. The fiscal note shall be prepared on the basis of a median priced single-family
50 residence and may include an estimate for a larger development as an analysis of the long-range
51 effect of a measure. If, after careful investigation, the planning or other department determines

1 that no dollar estimate is possible, the fiscal note shall contain a statement to that effect, setting
2 forth the reasons why no dollar estimate can be given. No comment or opinion shall be included
3 in the fiscal note with regard to the merits of the measure for which the note is prepared. However,
4 technical and mechanical defects may be noted.

5 (b) Any resident of the county or city may bring a civil action in the superior court of the
6 county for failure of the governing body to have a fiscal note prepared as required by this section
7 or for failure to prepare an accurate or sufficient fiscal note. If the court determines the governing
8 body failed to have a fiscal note prepared as required by this section or failed to prepare an
9 accurate or sufficient fiscal note, the court shall order that a fiscal note be prepared. The court
10 shall have authority to determine the sufficiency of a fiscal note."

11 **SECTION 29.** Article 11 of Chapter 130A of the General Statutes is amended by
12 adding a new section to read:

13 **"§ 130A-343.5. Wastewater systems for property within service area of a public or**
14 **community wastewater system.**

15 (a) Notwithstanding G.S. 130A-55(16), 153A-284, 160A-317, 162A-6(a)(14d), and
16 162A-14(2), a property owner may install a wastewater system in accordance with this Article to
17 serve any undeveloped or unimproved property located so as to be served by a public or
18 community wastewater system.

19 (b) Notwithstanding G.S. 130A-55(16), 153A-284, 160A-317, 162A-6(a)(14d), and
20 162A-14(2), a property owner of developed or improved property located so as to be served by
21 a public or community wastewater system may install a wastewater system in accordance with
22 this Article if the public or community wastewater system has not yet installed sewer lines
23 directly available to the property or otherwise cannot provide wastewater service to the property
24 at the time the property owner desires wastewater service.

25 (c) Upon compliance with this Article, the property owner installing a wastewater system
26 pursuant to subsection (a) or (b) of this section shall not be required to connect to the public or
27 community wastewater system for so long as the wastewater system installed in accordance with
28 this Article remains compliant and in use. A property owner may opt to connect to the public or
29 community wastewater system if the property owner so desires.

30 (d) Nothing in this section shall require a property owner to install a wastewater system
31 in accordance with this Article if the property is located so as to be served by a public or
32 community wastewater system and the public or community wastewater system is willing to
33 provide wastewater service to the property.

34 (e) This section shall not apply, and a public or community wastewater system may
35 mandate connection to that public or community wastewater system, in any of the following
36 situations:

- 37 (1) The wastewater system in accordance with this Article serving the property
38 has failed and cannot be repaired.
- 39 (2) The public authority or unit of government operating the public water system
40 is being assisted by the Local Government Commission.
- 41 (3) The public authority or unit of government operating the public or community
42 wastewater system is in the process of expanding or repairing the public or
43 community wastewater system and is actively making progress to having
44 wastewater lines installed and directly available to provide wastewater service
45 to that property within the 24 months of the time the property owner applies
46 for a permit under this Article."

47 **SECTION 30.** G.S. 136-102.6 is amended by adding a new subsection to read:

48 "(c1) Notwithstanding anything to the contrary in this section, the Division of Highways
49 shall accept a performance guarantee as provided under G.S. 160D-804.1 to ensure completion
50 of streets that are required by a development regulation under Chapter 160D of the General

1 Statutes. On receipt of the performance guarantee, the Division of Highways shall issue a
2 certificate of approval to the municipality or county as to those streets."

3 **SECTION 31.** G.S. 136-131.5(c) reads as rewritten:

4 "(c) A nonconforming sign ~~not conforming to State standards~~ shall not be relocated
5 pursuant to this section unless the ~~nonconformity is removed~~ nonconforming sign is brought into
6 conformity with State law, rules, and regulations as part of the relocation."

7 **SECTION 32.** The catch line of G.S. 136-131 reads as rewritten:

8 "**§ 136-131. Removal of certain existing nonconforming advertising signs.**"

9 **SECTION 33.** G.S. 136-133.1(d) reads as rewritten:

10 "(d) Except as provided in subsection (e) of this section, trees existing at the time the
11 outdoor advertising sign was erected may only be removed within the zone created in subsection
12 (a) of this section if the applicant satisfies one of the following two options selected by the
13 applicant: (i) reimbursement to the Department pursuant to G.S. 136-93.2 or (ii) trees that existed
14 at the time of the erection of the outdoor advertising sign may be removed if the applicant agrees
15 to remove two nonconforming ~~outdoor advertising signs~~ for each outdoor advertising sign at
16 which removal of existing trees is requested. The surrendered nonconforming signs must be fully
17 disassembled before any removal of existing trees is permitted and shall not be eligible for future
18 outdoor advertising permits in perpetuity."

19 **SECTION 34.** G.S. 160A-31(h) reads as rewritten:

20 "(h) A city council which receives a petition for annexation under this section may by
21 ordinance require that the petitioners file a signed statement declaring whether or not vested
22 rights with respect to the properties subject to the petition have been established under
23 ~~G.S. 160D-108 or G.S. 160D-108.1. G.S. 160D-108, 160D-108.1, or 160D-108.2.~~ If the
24 statement declares that such rights have been established, the city may require petitioners to
25 provide proof of such rights. A statement which declares that no vested rights have been
26 established under ~~G.S. 160D-108 or G.S. 160D-108.1. G.S. 160D-108, 160D-108.1, or~~
27 160D-108.2 shall be binding on the landowner and any such vested right shall be terminated."

28 **SECTION 35.** G.S. 160A-58.1(d) reads as rewritten:

29 "(d) A city council which receives a petition for annexation under this section may by
30 ordinance require that the petitioners file a signed statement declaring whether or not vested
31 rights with respect to the properties subject to the petition have been established under
32 ~~G.S. 160D-108 or G.S. 160D-108.1. G.S. 160D-108, 160D-108.1, or 160D-108.2.~~ If the
33 statement declares that such rights have been established, the city may require petitioners to
34 provide proof of such rights. A statement which declares that no vested rights have been
35 established under ~~G.S. 160D-108 or G.S. 160D-108.1. G.S. 160D-108, 160D-108.1, or~~
36 160D-108.2 shall be binding on the landowner and any such vested rights shall be terminated."

37 **SECTION 36.** G.S. 160A-307 reads as rewritten:

38 "**§ 160A-307. Curb cut regulations.**

39 (a) ~~A-Except as expressly permitted by Chapter 160D of the General Statutes, a city may~~
40 not regulate by ordinance ~~regulate~~ the size, location, direction of traffic flow, and manner of
41 construction of driveway connections into any street or alley. ~~The-To the extent allowed by~~
42 Chapter 160D of the General Statutes, the ordinance may require the construction or
43 reimbursement of the cost of construction and public dedication of medians, acceleration and
44 deceleration lanes, and traffic storage lanes for driveway connections into any street or alley if
45 all of the following apply:

- 46 (1) The city has shown through substantial evidence the need for such-the
47 improvements is reasonably attributable to the traffic using the driveway.
48 (2) The city has shown through substantial evidence the improvements serve the
49 traffic of the driveway.

50 (b) No street or alley under the control of the Department of Transportation may be
51 improved without the consent of the Department of Transportation. A city shall not require the

applicant to acquire right-of-way from property not owned by the applicant. However, an applicant may voluntarily agree to acquire such right-of-way.

(c) For purposes of this section, "substantial evidence" means facts and information, other than mere personal preferences or speculation, that a reasonable person would accept in support of a conclusion."

SECTION 37.(a) Chapter 162A of the General Statutes is amended by adding a new Article to read:

"Article 12.

"Water and Sewer Allocation.

"§ 162A-1000. Short title and purpose.

(a) This Article shall be known and may be cited as the "Water and Sewer Capacity Allocation and Planning Act."

(b) The purpose of this Article is to require all public water and sewer service providers to plan for future growth and allocate water and wastewater system capacity in a fair, transparent, and accountable manner. This act will ensure that sufficient water supply and wastewater treatment capacity is available for anticipated development and that capacity is allocated without discrimination or abuse.

"§ 162A-1001. Definitions.

For the purposes of this Article, the following definitions apply:

- (1) Allocation or capacity allocation. – A reservation of a specific quantity of water or sewer capacity for a particular project.
- (2) Applicant. – Any person, business, developer, property owner, or entity that has received preliminary or final site plan approval, as defined under G.S. 160D-102(29), for a project and submits an application for allocation for a new development or expansion of an existing development to a public water or sewer provider.
- (3) Approved applicant. – An applicant whose application for allocation has been approved.
- (4) Available capacity. – The portion of a facility's capacity that is not currently being used by existing customers and is not already reserved by prior allocations. Available capacity is determined by establishing a facility's capacity minus the sum of current actual usage and any outstanding allocations for projects in their reservation period.
- (5) Capacity or system capacity. – The actual capacity of a facility. For wastewater systems, actual capacity refers to hydraulic capacity, meaning the maximum volume of wastewater that can be collected, conveyed, and treated under the facility's permit limits without violation. For water systems, actual capacity refers to the actual available water supply, meaning the reliable quantity of water that can be treated and delivered, accounting for permitted withdrawal limits and treatment plant output, wells, or other sources, including any contractual or bulk supply capacity available to the local governmental unit.
- (6) Department. – The Department of Environmental Quality.
- (7) Facility. – As defined in G.S. 162A-201(4).
- (8) Local governmental unit. – As defined in G.S. 162A-201(5) and any third-party persons who own or operate a facility on behalf of a local governmental unit.
- (9) Project. – A development, as defined by G.S. 160D-102(12), for which water or sewer service is requested. This includes new developments, and expansion or additions to existing developments, that require new or additional water or sewer service.

- (10) Substantial expenditure. – A significant or considerable outlay of money, resources, or financial investment, viewed in light of the stage in which the project exists, that is not merely nominal or trivial.

"§ 162A-1002. Allocation process.

(a) Allocation Request. – A local governmental unit shall approve capacity allocation requests in accordance with this Article. Once approved, a capacity allocation guarantees the local governmental unit shall provide water service or sewer service for that project up to the approved allocation amount.

(b) Form of Application. – A local governmental unit may request only the following information from an applicant, and may not require any other information that is not necessary for the local governmental unit to determine whether it has available capacity to serve the project:

- (1) The name, address, and other relevant contact information of the applicant.
- (2) Documentation evidencing that the applicant has received preliminary or final approval for a site plan, as defined under G.S. 160D-102(29), for the project.
- (3) The amount of capacity allocation requested in gallons per day or other similarly objective measurement.
- (4) The anticipated date the project will begin utilizing the capacity allocation.

(c) Approval of Allocation Request. – Not later than 10 days after receiving an application for allocation, a local governmental unit shall approve the allocation if available capacity exists and the application is complete. Upon approving the allocation, the local governmental unit shall provide the applicant with written documentation specifying (i) the allocation reserved, (ii) the amount of allocation reserved, (iii) the project for which the allocation has been reserved, (iv) the date of the allocation approval, and (v) the date the reservation period expires. The local governmental unit shall approve or deny applications for allocation according to the following process:

- (1) The local governmental unit shall approve the total allocation requested by the applicant unless the request for allocation exceeds the local governmental unit's available capacity, in which case the local governmental unit shall, within 10 days after receiving the application for allocation, offer to provide the applicant with allocation equivalent to the available capacity, if any. The local governmental unit shall reserve the reduced allocation for a project under this subsection provided the applicant agrees, in writing, to the reduced allocation.
- (2) Except as expressly provided in this section, a local governmental unit may not deny, reduce, or otherwise modify the amount of an allocation requested through an application if available capacity exists sufficient to accommodate an application's allocation request.
- (3) A local governmental unit shall not require an applicant to agree to any condition not otherwise authorized by this section, or to accept any offer by the applicant to consent to any condition not otherwise authorized by law. These conditions include, without limitation, any of the following:
 - a. Payment of taxes, impact fees, or other fees or contributions to any fund.
 - b. Adherence to any restrictions related to development regulations under Chapter 160D of the General Statutes, including those within the scope of G.S. 160D-702(c).
 - c. Adherence to any restriction related to building design elements within the scope of G.S. 160D-702(b).
- (4) A local governmental unit shall not implement a scoring or preference system to allocate water service or sewer service among applicants, except as specifically authorized by this section.

1 (d) Reservation Period. – The initial reservation period shall be for 24 months after the
2 date the allocation is approved. A local governmental unit shall extend the initial reservation
3 period or extension reservation period for an additional 12 months provided (i) the applicant
4 notifies the local governmental unit that it requires an extension of the initial reservation period
5 or extension reservation period not later than 90 days prior to the expiration of the initial
6 reservation period or extension reservation period and, (ii) concurrent with its notification, the
7 applicant provides the local governmental unit with documentation demonstrating that the
8 applicant has made substantial expenditure towards the completion of the project or the applicant
9 provides documentation of a valid building permit.

10 (e) Allocations Approved in Chronological Order. – Except for requests to reserve
11 capacity in accordance with G.S. 115C-521 and under subsection (k) of this section, allocations
12 shall be granted in the chronological order that completed applications are received by the local
13 governmental unit.

14 (f) Denial of Allocation Request. – A local governmental unit shall deny an application
15 for allocation, within 10 days after receiving an application for allocation, only if one of the
16 following applies:

- 17 (1) The applicant cannot demonstrate approval of a preliminary or final site plan,
18 as defined in G.S. 160D-102(29).
- 19 (2) The local governmental unit does not have any available capacity.
- 20 (3) The applicant has rejected, in writing, the local governmental unit's offer to
21 provide allocation equivalent to its available capacity as provided in
22 subdivision (1) of subsection (c) of this section, if any.

23 (g) Modification of Allocation. – In the event an approved applicant determines that the
24 allocation necessary to serve the project increases or decreases by more than ten percent (10%)
25 of the approved allocation, the approved applicant shall immediately notify the local
26 governmental unit, and the following shall apply:

- 27 (1) If the allocation approved by the local governmental unit decreases by more
28 than ten percent (10%), the local governmental unit shall adjust its available
29 capacity accordingly and the local governmental unit shall honor the approved
30 allocation, less the decrease in necessary allocation.
- 31 (2) If the allocation approved by the provider increases by more than ten percent
32 (10%), the local governmental unit shall increase the allocation provided
33 available capacity exists. In the event available capacity does not exist, the
34 local governmental unit shall notify the approved applicant that the local
35 governmental unit does not have available capacity and extend an offer to the
36 approved applicant to increase the allocation in an amount equivalent to the
37 available capacity. If the approved applicant determines that the existing
38 allocation or the offer by the local governmental unit to increase the allocation
39 in an amount equivalent to the local governmental unit's available capacity
40 does not meet the needs of the project, the approved applicant shall
41 immediately notify the local governmental unit that it intends to terminate the
42 allocation.
- 43 (3) In the event the allocation is terminated by the applicant, the provider shall
44 adjust its available capacity accordingly.

45 (h) Expiration or Termination of Allocation. – Upon expiration or termination of
46 allocation, including allocations that are not used in full, the local governmental unit shall return
47 the expired, terminated, or unused capacity to its available capacity balance. Upon a return of the
48 expired, terminated, or unused capacity to the local governmental unit's available capacity
49 balance, the local governmental unit shall recalculate its available capacity and shall make it
50 available to future applicants for allocation.

(i) Vested Right. – Allocation approved under this section shall be deemed a vested element of the project for the duration of the reservation period. The vested right to allocation during the reservation period shall be in addition to any other vested rights the project may have by law and shall run with the land for the benefit of the project. During the vesting period, the local governmental unit may not revoke or reduce the allocation except by request of the applicant or as described in this section.

(j) Transferability of Allocation. – Allocation shall be provided to the project described in the application. An approved applicant may not transfer an unused allocation to a different project. If the project for which an allocation has been reserved is sold or the development rights are assigned to a successor in interest, the allocation shall transfer to the successor in interest and the allocation and reservation period shall be honored and may not be terminated or revoked by the local governmental unit. In the event the project for which the allocation was reserved is sold or transferred to a successor in interest, the approved applicant shall immediately notify the local governmental unit of the sale or transfer.

(k) Emergency Allocations. – Notwithstanding any other provision of this section, a local governmental unit shall provide priority in allocation to applications demonstrating a substantial threat to public health, safety, or welfare that can be mitigated only by the immediate provision of water service or sewer service. An applicant seeking an emergency allocation must present competent evidence to the local governmental unit of the risk to the public health, safety, or welfare. Upon verifying that the application constitutes an emergency, the local governmental unit shall approve allocation in the minimum amount necessary to abate the emergency on a priority basis.

(l) Use of Allocation. – A local governmental unit shall not unreasonably delay an approved applicant's ability to connect the approved applicant's project to the local governmental unit's infrastructure. A local governmental unit shall begin providing water service or sewer service to an approved applicant within 90 days after receiving a request from the approved applicant to begin providing water service or sewer service, provided (i) the project is connected to the local governmental unit's infrastructure and (ii) the request is made within the reservation period described in subsection (d) of this section.

"§ 162A-1003. Planning and reporting.

(a) Each local governmental unit shall prepare an annual report not later than October 1 of each year documenting facility capacity and available capacity. The report shall include, at a minimum, all of the following information for each facility of the local governmental unit:

- (1) The current system capacity.
- (2) The current available capacity.
- (3) The amount of capacity allocated to approved developments or projects not yet connected to the local governmental unit's infrastructure.
- (4) The remaining available capacity for new allocations.
- (5) Any changes in capacity since the last report.
- (6) Any planned improvements or expansions and the expected impact on capacity.
- (7) The current actual usage of the facility, including average daily demand and peak daily demand over the year immediately preceding the preparation of the report.
- (8) If the local governmental unit receives State or federal funding for water or sewer infrastructure, a description of efforts to expand capacity to meet growth, including progress on any State-funded projects.

(b) The Department shall make the annual reports available to the public. Each local governmental unit shall also post the annual report on the website of that local governmental unit, if any.

"§ 162A-1004. Enforcement and remedies.

1 (a) State Enforcement Authority. – If the Department finds that a local governmental unit
2 has violated any requirement of this Article, the Department may take appropriate preventive or
3 remedial enforcement action authorized by Part 1 of Article 21 of Chapter 143 of the General
4 Statutes.

5 (b) Civil Penalties. – A local governmental unit that fails to comply with the provisions
6 of this Article or willfully fails to administer or enforce the provisions of this Article shall be
7 subject to a civil penalty pursuant to G.S. 143-215.6A(e).

8 (c) Judicial Review. – Any applicant whose application was denied by a local
9 governmental unit, or who is otherwise aggrieved or injured by the action of a local governmental
10 unit, may file an action in the superior court of the county where the local governmental unit is
11 located or where the project is located. In any civil action brought under this section, the court
12 may award reasonable attorneys' fees to a prevailing plaintiff who brought the action."

13 **SECTION 37.(b)** G.S. 162A-900, as enacted by S.L. 2024-45 and S.L. 2024-49, is
14 repealed.

15 **SECTION 37.(c)** For applicants that, on or after July 1, 2020, received a service
16 commitment from a public water system, public sewer system, or public water and sewer system
17 confirming availability of capacity for the applicant's development project, but whose capacity
18 needs have not been provided, the system shall reserve, allocate, and provide those applicants
19 with the capacity assured in the system's service commitment in the chronological order that the
20 service commitment was issued before the system reserves, allocates, or provides capacity to
21 another applicant.

22 **SECTION 37.(d)** The annual report required by G.S. 162A-1003, as enacted by this
23 act, shall be due October 1, 2026.

24 **SECTION 38.** If any provision of this act or the application thereof to any person or
25 circumstances is held invalid, such invalidity shall not affect other provisions or applications of
26 this act that can be given effect without the invalid provision or application and, to this end, the
27 provisions of this act are declared to be severable.

28 **SECTION 39.** Except as otherwise provided, this act becomes effective October 1,
29 2025, and applies to applications, approvals, and actions filed on or after that date. Any local
30 government ordinance in effect on, or adopted subsequent to, October 1, 2025, that is inconsistent
31 with this section is void and unenforceable.

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2025

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HOUSE BILL 765
Committee Substitute Favorable 4/17/25

Short Title: Local Gov. Development Regulations Omnibus.

(Public)

Sponsors:

Referred to:

April 7, 2025

A BILL TO BE ENTITLED
AN ACT TO REFORM LOCAL GOVERNMENT DEVELOPMENT REGULATIONS IN
THIS STATE.

The General Assembly of North Carolina enacts:

SECTION 1.(a) G.S. 160D-601, as amended by Section 3K.1 of S.L. 2024-57, reads as rewritten:

"§ 160D-601. Procedure for adopting, amending, or repealing development regulations.

...
(d) Down-Zoning. – No amendment to ~~zoning regulations or a zoning map~~ a zoning regulation that down-zones property shall be initiated, enacted, or enforced without the written consent of all property owners whose property is the subject of the down-zoning ~~amendment-amendment, unless the down-zoning amendment is initiated by the local government.~~

(e) For purposes of this section, "down-zoning" or "down-zone" means a zoning ~~ordinance-regulation~~ that affects an area of land in one of the following ways:

- (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
- (2) By reducing the substantive permitted uses of the land that are specified in a zoning ordinance ~~or land development regulation~~ to fewer uses than were allowed under its previous usage.
- (3) ~~By creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element."~~

SECTION 1.(b) This section is effective when it becomes law and applies retroactively to December 11, 2024. Any development ordinance affected by Section 3K.1 of S.L. 2024-57 shall be treated as if it remained in effect from June 14, 2024, to December 11, 2024.

SECTION 2.(a) G.S. 160D-101 reads as rewritten:

"§ 160D-101. Application.

(a) The provisions of this Article shall apply to all development regulations and programs adopted pursuant to this Chapter or applicable or related local acts. To the extent there are contrary provisions in local charters or acts, G.S. 160D-111 is applicable unless this Chapter expressly provides otherwise. The provisions of this Article also apply to any other local ordinance that substantially affects land use and development.

(b) The provisions of this Article are supplemental to specific provisions included in other Articles of this Chapter. To the extent there are conflicts between the provisions of this



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Article and the provisions of other Articles of this Chapter, the more specific provisions shall control.

(c) Local governments may also apply any of the definitions and procedures authorized by this Chapter to any ordinance that does not substantially affect land use and development adopted under the general police power of cities and counties, Article 8 of Chapter 160A of the General Statutes and Article 6 of Chapter 153A of the General Statutes respectively, and may employ any organizational structure, board, commission, or staffing arrangement authorized by this Chapter to any or all aspects of those ordinances.

~~(d) This Chapter does not expand, diminish, or alter the scope of authority for planning and development regulation authorized by other Chapters of the General Statutes.~~

~~(e) Except as provided by local act, notwithstanding any other provision of law, a local government may not exercise development regulation authority except as expressly authorized by this Chapter. If State law governs a particular subject matter related to a local development regulation authority, a local government shall not enact or enforce development regulations more restrictive than those established by State law, unless the development regulation pertains to floodplain management regulations as described in G.S. 143-138(e)."~~

SECTION 2.(b) G.S. 160D-110(a) reads as rewritten:

"(a) G.S. 153A-4 and G.S. 160A-4 are not applicable to this Chapter."

SECTION 2.(c) G.S. 153A-121 is amended by adding a new subsection to read:

"(d) This section does not apply to the adoption or enforcement of development regulations under Chapter 160D of the General Statutes."

SECTION 2.(d) G.S. 160A-174 is amended by adding a new subsection to read:

"(c) This section does not apply to the adoption or enforcement of development regulations under Chapter 160D of the General Statutes."

SECTION 3. G.S. 160D-102 is amended by adding the following new subdivisions to read:

"(1a) Acre. – The actual gross acreage of a parcel or parcels. For purposes of determining allowable residential density, the actual gross acreage shall not be reduced by subtracting buffers, setbacks, public or private streets, open space or recreation areas, or other nondevelopable areas.

...

(3m) Buffer yard. – A designated landscape area to separate uses or densities; to reduce impacts of traffic, noise, odor; or to enhance visual appearance.

...

(15c) Dwelling unit. – A single unit, subject to the North Carolina Residential Code, providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

...

(23m) Nonconformity. – Any of the following that was lawfully operated, established, or commenced in accordance with applicable development regulations in effect at the time the nonconformity became nonconforming so long as the nonconformity is not extended, expanded, enlarged, increased, or intensified:

a. A lot, parcel, or tract of land that fails to meet all current development regulation requirements.

b. A structure that no longer complies with all current development regulation requirements applicable to that structure.

c. The use of a property for a purpose or activity, or in a manner, made unlawful by a current development regulation.

d. Any dwelling, accessory building, accessory structure, outdoor lighting, fence, wall, sign, off-street parking, vehicular surface area, or private access point."

SECTION 4. G.S. 160D-108 reads as rewritten:

"§ 160D-108. Permit choice and vested rights.

(d) Duration of Vesting. – Upon issuance of a development permit, the statutory vesting granted by subsection (c) of this section for a development project is effective upon filing of the application in accordance with G.S. 143-755, for so long as the permit remains valid pursuant to law. Unless otherwise specified by this section or other statute, local development permits expire one year after issuance unless work authorized by the permit has substantially commenced. A local land development regulation may provide for a longer permit expiration period. For the purposes of this section, a permit is issued either in the ordinary course of business of the applicable governmental agency or by the applicable governmental agency as a court directive.

Except where a longer vesting period is provided by statute or land development regulation, the statutory vesting granted by this section, once established, expires for an uncompleted development project if development work is intentionally and voluntarily discontinued for a period of not less than 24 consecutive months, ~~and the statutory vesting period granted by this section for a nonconforming use of property expires if the use is intentionally and voluntarily discontinued for a period of not less than 24 consecutive months.~~ The 24-month discontinuance period is automatically tolled during ~~the any of the following:~~

- (1) The pendency of any board of adjustment proceeding or civil action in a State or federal trial or appellate court regarding the validity of a development permit, the use of the property, or the existence of the statutory vesting period granted by this section.
- (2) ~~The 24-month discontinuance period is also tolled during the pendency of any litigation involving the development project or property that is the subject of the vesting.~~
- (3) The duration of any emergency declaration issued under G.S. 166A-19.20 or G.S. 166A-19.22 for which the defined emergency area includes the property, in whole or in part.

(h) Process to Claim Vested Right. – A person claiming a statutory or common law vested right may submit information to substantiate that claim to the zoning administrator or other officer designated by a land development regulation, who shall make an initial determination as to the existence of the vested right. The decision of the zoning administrator or officer may be appealed under G.S. 160D-405. On appeal, the existence of a vested right shall be reviewed de novo. In lieu of seeking such a determination or pursuing an appeal under G.S. 160D-405, a person claiming a vested right may bring an original civil action as provided by G.S. 160D-1403.1. This subsection shall apply to the claiming of vested rights in a nonconformity under G.S. 160D-108.2.

SECTION 5. G.S. 160D-108.1 reads as rewritten:

"§ 160D-108.1. Vested rights – site-specific vesting plans.

(c) Approval and Amendment of Plans. – If a site-specific vesting plan is based on an approval required by a local development regulation, the local government shall provide whatever notice and hearing is required for that underlying approval. A duration of the underlying approval that is less than ~~two-five~~ years does not affect the duration of the site-specific vesting plan established under this section. If the site-specific vesting plan is not based on ~~such an~~



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: June 9, 2025

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Brightspeed Right of Way Encroachment Agreement.

Action Requested: Approve the agreement

Attachment: Brightspeed Right of Way Encroachment Agreement.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 5/30/2025

ABSTRACT ROUTING:

☒ TC: 6/2/2025

☒ TM: 6/4/2025

☒ Final: tlp - 6/4/2025

Supporting Documentation

This right of way encroachment agreement allows Brightspeed to work on installing and maintaining infrastructure on the right of way of the Town's streets.

Brightspeed was formerly Carolina Telephone and has infrastructure all over Town. There was not a clause in our previous agreement that allowed for a transfer of ownership. Therefore, the new agreement is needed with Brightspeed.

This is a 20-year agreement.

This agreement defines the following:

- Construction Methods
- Operation Hours / Holiday Schedules
- Permitting review process
- Communication Channels
- Traffic Control
- Bonding and Insurance Requirements

This agreement is very similar to the agreement that was approved for Metronet and is already in place and being enforced.

Legal Counsel from both entities have review and approved the format of the contract

Budgetary Impact: There is no cost associated with this agreement.

Recommendation: Staff recommends Council Approve the Agreement.

RIGHT OF WAY AGREEMENT

THIS RIGHT OF WAY AGREEMENT ("Agreement") made and entered into this the 14th of April, 2025 by and between the **TOWN OF WINTERVILLE**, a municipal corporation created under the laws of the State of North Carolina, hereinafter referred to as the "**TOWN**", and **Brightspeed of North Carolina, LLC**, a Delaware limited liability company authorized to do business in North Carolina, herein after referred to as "**BRIGHTSPEED**". BRIGHTSPEED and the TOWN are sometimes referred to herein collectively as the "Parties", each individually a " Party".

WITNESSETH

WHEREAS, BRIGHTSPEED plans to construct and operate a fiber-to-the-premises network ("**Fiber Network**") for purposes of providing state-of-the art fiber based voice, video and Internet services to residents and businesses in the TOWN, and the TOWN desires for BRIGHTSPEED to construct and operate such a Fiber Network in the TOWN; and

WHEREAS, BRIGHTSPEED is an Incumbent Local Exchange Carrier, holding a North Carolina Utilities Commission Certificate of Public Convenience and Necessity and possesses a Statewide Franchise Agreement. (The "Certificate of Public Convenience and Necessity" and "Statewide Franchise" are collectively referred to herein as the "Regulatory Approvals"); and

WHEREAS, the Regulatory Approvals grant BRIGHTSPEED the right to encroach and utilize the Public Rights of Way within the corporate limits of the TOWN; and

WHEREAS, pursuant to North Carolina General Statute § 160A-296, the TOWN has the right to control the use of Public Rights of Way to keep them in proper repair and operation; and

WHEREAS, the Parties wish to enter into an agreement governing BRIGHTSPEED's use of the Public Rights of Way for purposes of constructing and maintaining the Fiber Network; and

NOW, THEREFORE, with the present intent to be bound, the Parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

"Council" means the Town Council of the Town of Winterville.

"Facilities" means, without limitation, fiber optic cables, conduits, converters, splice boxes, cabinets, handholds, manholes, vaults, equipment, surface location markers, appurtenances, and related facilities to be located by BRIGHTSPEED in the Public Rights of Way for purposes of constructing and operating the Fiber Network.

"Force Majeure Event". means any event or circumstance beyond the reasonable control of the Party claiming the existence of such force majeure event, including but not limited to any earthquake, hurricane, tornado or similar weather, fire, flood, lightning, sinkhole or other forces of nature, pandemics, act of war, terrorism or civil unrest, strikes, lockout or other labor unrest, legal order, government action or application of laws, regulations or codes.

"NCDOT" means North Carolina Department of Transportation.

"Law" means any local, state or federal legislative, judicial or administrative order, certificate, decision statute, constitution, ordinance, resolution, regulation, rule, tariff, guideline or other requirement, as amended, now in effect or subsequently enacted or issued during the term of this Agreement, including, but not limited to, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub.L. No. 104-104, 110 Stat. 70, codified at 47 U.S.C., and all orders, rules, tariffs, guidelines and regulations issued by the Federal Communications Commission or the North Carolina Utilities Commission pursuant thereto.

"Public Rights of Way" or "Public Way" means the surface, the airspace above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public rights of way within the TOWN which shall entitle the TOWN and BRIGHTSPEED to the use thereof for the purpose of installing and maintaining Facilities owned by BRIGHTSPEED.

"Required Rights" All tangible and intangible rights required by Law to locate and operate Facilities in the Public Way including, but not limited to, regulatory rights, easements, licenses, pole attachment agreements, railroad crossing agreements, and NCDOT encroachment agreements.

"State" means the State of North Carolina.

"Fiber Network Emergency" Events requiring immediate action due to network failure or malfunction, such as cable cuts, damage, or failures, impacting critical communication and data transmission, such that require rapid restoration and recovery.

SECTION 2. GENERAL PROVISIONS

- a. Use of Public Rights of Way. BRIGHTSPEED shall comply with all design, construction, safety, and performance provisions contained in this Agreement and other applicable local codes and ordinances. BRIGHTSPEED accepts the Public Way "as is" and "where is" and assumes all risks related to the use.
- b. Location of Public Right of Way and Existing Utilities. It is the responsibility of BRIGHTSPEED to determine the location of the Public Rights of Way and utilities located therein. In compliance with applicable Law, BRIGHTSPEED shall notify other utility owners prior to performing underground

construction activities in the Public Way and provide protection and safeguards to prevent damage or interruption to existing facilities and to maintain accessibility to existing utilities. Cost to repair, restore, or relocate existing facilities in the Public Way shall be the responsibility of BRIGHTSPEED. To the extent applicable, BRIGHTSPEED agrees to fully comply with Underground Utility Safety and Damage Prevention Act, Article 8A of Chapter 87 of the NCGS. Notwithstanding anything herein to the contrary, BRIGHTSPEED shall not be responsible for damage to any facilities or property in the Public Way which was not marked or improperly marked in conformance with applicable Law.

Additionally, BRIGHTSPEED shall not be responsible for any damage to property or facilities improperly located in the Public Way.

- c. Use of Areas Outside the Public Right of Way. BRIGHTSPEED shall secure all Required Rights for encroachment or other use of property outside the Public Way. The TOWN neither promises nor contracts to obtain or acquire easements or rights of way for the construction, installation, maintenance or operation of BRIGHTSPEED's Facilities. For the avoidance of doubt, BRIGHTSPEED will not be required to obtain permits from the TOWN to install any aerial or underground facilities to locate in easements set aside for use by a public utility but not owned or controlled by the TOWN. BRIGHTSPEED acknowledges that it will have to obtain separate permits for any county or State controlled right of way.
- d. Police Power. BRIGHTSPEED's rights under this Agreement are subject to the police powers of the TOWN to adopt and enforce ordinances for the health, safety and welfare of the public to the extent allowed by Law. BRIGHTSPEED shall comply with all applicable general laws and ordinances enacted by the TOWN pursuant to that power (for instance, TOWN's noise ordinance). In the event the TOWN reasonably determines that a contractor of BRIGHTSPEED is jeopardizing the health, safety or welfare of the public, the TOWN may request BRIGHTSPEED remove such contractor, which request shall not be unreasonably denied or delayed.
- e. BRIGHTSPEED'S Encroachment into Public Rights of Way. Except as may be explicitly provided herein, this Agreement does not: (i) convey any right, title or interest in the Public Rights of Way; (ii) divest the TOWN of any interest in the Public Rights of Way; or (iii) constitute any warranty of the TOWN's title or legal interest in the Public Rights of Way.
- f. E-verify. If this agreement is subject to NCGS § 143-133.3, BRIGHTSPEED and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

SECTION 3. TERM

The initial term of this Agreement is twenty (20) years (the "First Term"). Upon the expiration of the First Term, the Agreement shall automatically renew for successive one-year terms unless terminated by either Party as follows: (i) by delivering notice to the non-terminating Party at least one hundred and eighty days (180) prior to the expiration of the then current term, or (ii) exercising any right such Party may have to terminate this Agreement as expressly provided herein.

SECTION 4.
CONSTRUCTION AND TECHNICAL STANDARDS

- a. Compliance with Construction and Technical Standards. BRIGHTSPEED shall construct, install and maintain its Facilities in an orderly and skillful manner consistent with applicable Law.
- b. Tree Trimming Plan for Overhead Lines. After approval of BRIGHTSPEED's construction plan by the TOWN, BRIGHTSPEED shall submit to the TOWN a tree trimming plan if required by the Director of Public Works for review and approval by the TOWN.
- c. Approval of Construction Plan. Prior to the placement or installation of any part of BRIGHTSPEED's Facilities within the Public Rights of Way, BRIGHTSPEED shall first submit to the Director of Public Works or their designee, a construction plan for the Construction Area of the Fiber Network to be constructed. The construction plan shall consist of detailed construction drawings in the forms set forth in Exhibit A. BRIGHTSPEED agrees to reasonably cooperate with the TOWN to provide any additional information and documentation necessary to help the TOWN evaluate BRIGHTSPEED's construction plan. Upon approval of the construction plan for a Construction Area, the TOWN will issue a single construction permit for all Public Rights of Way in the Construction Area where BRIGHTSPEED intends to place or install Facilities as set forth in the construction plan. The TOWN agrees to issue the permit for the first Construction Area to BRIGHTSPEED within forty-five (45) days of BRIGHTSPEED's submittal of the construction plan for such Construction Area. The TOWN agrees to issue permits for each subsequent Construction Area within thirty (30) days of BRIGHTSPEED's submittal of the construction plan for such Construction Area. Upon issuance, such permit shall become part of this Agreement. For the purposes of this section, "Construction Area" shall be an area of the TOWN subdivided by geographic areas ("LCPs"). The construction plan for each Construction Area or LCP shall be reviewed by a North Carolina licensed Professional Engineer.
- d. Required Rights. Prior to the installation of any Facilities in the Public Way, BRIGHTSPEED represents and warrants to the TOWN it will obtain any necessary Required Rights. BRIGHTSPEED will indemnify and hold the TOWN harmless from any loss, cost or damage directly resulting from any third-party claim that BRIGHTSPEED did not obtain any necessary Required Rights to locate its Facilities in the Public Way.
- e. Construction Approval. No placement or installation of any part of BRIGHTSPEED'S Facilities in the Public Way shall be commenced by any person until a construction permit approval has been issued by the Director of Public Works; provided further, that such permit shall not be unreasonably withheld, conditioned or delayed by the TOWN.
- f. Commencement of Construction. BRIGHTSPEED shall do the following with respect to physical construction in the Public Way.
 - (1) Before the start of construction, obtain an approved permit for construction from the Director of Public Works for the Construction Area to be constructed and participate in a pre-construction meeting with the Director (and/or staff) of Public Works to discuss such construction of such area.

- (2) Submit to the Director of Public Works a Traffic Control Plan at least seven (7) days in advance of the date traffic control will be needed on TOWN roads and streets with the exception of major roads and streets for which the TOWN may require additional notice. The TOWN will identify major roads and streets at the time the construction plan is approved and will inform BRIGHTSPEED of the additional notice the TOWN will require.
 - (3) Keep TOWN informed of its schedule of construction through submission of daily street sheets in the form attached hereto as Exhibit C. In addition to daily street sheets, BRIGHTSPEED will have weekly meetings with the Director (and/or staff) of Public Works and will have monthly meetings with TOWN officials and staff to provide reports and discuss construction. During the weekly meetings, BRIGHTSPEED will provide the Town with maps or descriptions of the proposed work for the week(s) ahead. The Town will complete the Right-of-way Excavation permits (in the form attached hereto as Exhibit B) for the week ahead based on this information. Pending Traffic plan approval and roadway availability, the permit will be signed by both parties and issued at the conclusion of the weekly meeting.
 - (4) Prior to starting construction in a Construction Area, provide to the TOWN the name(s) and phone numbers of the following project contact person(s) for such area: Outside Plant Engineer, Construction Manager, and Project Manager.
 - (5) Inform the TOWN of the need for tree trimming for overhead lines, if applicable, during weekly meetings with the Director (and/or staff) of Public Works and through submission of daily street sheets.
- g. Permit Fees. Except as expressly set forth in this Agreement, the TOWN shall not charge BRIGHTSPEED fees for any permits required to construct, operate or maintain the Fiber Network in the Public Way including, but not limited to, fees for Right-of-Way Excavation and Restoration Permits.
- h. Traffic Control Plan. BRIGHTSPEED shall submit prepare and coordinate with the TOWN a Traffic Control Plan as described above. The Traffic Control Plan shall be prepared in accordance with the Manual on Uniform Traffic Control Devices and amendments or supplements thereto (MUTCD) as published by the Federal Highway Administration. BRIGHTSPEED shall install and maintain all traffic control devices in accordance with the plan and MUTCD. Street or lane closures shall be limited to the hours between 8:30AM and 4:30 PM, Monday-Friday or as approved by the TOWN.
- i. Record Drawings. Within ninety (90) days after the completion of the Fiber Network, BRIGHTSPEED shall provide to the Director of Public Works two (2) printed copies along with a PDF file, and a digital version compatible with ESRI GIS software of all BRIGHTSPEED Facilities located in the Public Way.
- J. Utility Poles; Pole Attachment Agreements. (i) Subject to the following requirements, BRIGHTSPEED will have the ability to place utility poles in the Public Rights of Way on a limited basis in accordance with the following:

- (1) BRIGHTSPEED will not seek to install a utility pole in any areas of the TOWN where all of the utilities are located underground;
 - (2) Prior to requesting to place a utility pole in the Public Way, BRIGHTSPEED must be unable to use an existing utility pole in the general area where it wishes to place a utility pole due to High Make Ready Costs or Excessive Delays gaining access to the existing utility poles. "High Make Ready Cots" means make ready costs that exceed \$2,500 per pole. "excessive Delays" means a pole survey process that takes longer than 60 days after submission of a completed pole application and make ready work that takes longer than 90 days after payment by BRIGHTSPEED of estimated make ready costs;
 - (3) any requested utility pole will be added to an existing utility pole line;
 - (4) any requested utility pole will be located on the same side of the road as an existing utility pole line;
 - (5) BRIGHTSPEED will make reasonable accommodations requested by the TOWN to improve the aesthetics of a requested utility pole in the area where it is to be located;
 - (6) the location of a requested utility pole will not adversely affect the health, safety or welfare of any person;
 - (7) BRIGHTSPEED will make the requested utility pole available to any other communications provider on just and reasonable terms subject to loading requirements and space availability;
 - (8) If a utility company installs a new utility pole that will accommodate BRIGHTSPEED'S Facilities in any area where BRIGHTSPEED has installed a utility pole, provided BRIGHTSPEED has access to the new utility pole under reasonable terms and conditions, within a reasonable time period after being notified by the TOWN, BRIGHTSPEED will move its Facilities to the new utility pole and will remove the BRIGHTSPEED utility pole from the Public Way.
 - (9) That the Town has the final, ultimate decision-making authority in determining where utility poles are located.
 - (10) Utility poles cannot be installed for service to homes or any buildings that are serviced by underground utilities.
 - (ii) BRIGHTSPEED represents that it has (or will have before attaching its facilities) the Required Rights to attach its facilities to poles of utilities within the Public Rights of Way.
- k. Requirement for Underground Installations. In those areas of the TOWN where all utilities serving the area are underground at the time of installation, BRIGHTSPEED shall install its Facilities underground without cost to the Town. BRIGHTSPEED facilities must be underground if the incumbent cable provider's facilities are underground. To the extent applicable to a fiber-to-the-home network, BRIGHTSPEED facility installation must be consistent with the incumbent cable provider's facility installations. In areas where the incumbent cable provider's facilities are above ground at the time of

installation, BRIGHTSPEED may install its Facilities above ground. BRIGHTSPEED shall not expand its above ground network facilities to areas in which the incumbent cable providers facilities are located underground. When performing underground construction, BRIGHTSPEED shall use commercially reasonable efforts to install all cables in a conduit by directional bore. The conduit shall be parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. Open cut of paved street sections will not be permitted except for the potholing of existing utilities and as allowed by Section 4(1) below. At such time as all utilities and cable serving the area are required to be placed underground by the TOWN or are placed underground, BRIGHTSPEED shall likewise place its Facilities underground without cost to the TOWN.

- l. Micro-Trenching. In areas with high underground construction costs and/or where the deployment of conduit is not cost effective or feasible, on a case-by-case basis, subject to TOWN approval, which approval will not be unreasonably withheld, conditioned or delayed, BRIGHTSPEED may install its Facilities utilizing open trench or micro-trenching technology and procedures.
- m. Applicable standards. When constructing the Fiber Network in the Public Way, BRIGHTSPEED shall at all times comply with applicable Law; and the standards as set forth in this Agreement.
- n. Interference with Persons, Improvements, Public and Private Property and Utilities.
BRIGHTSPEED's Facilities shall be located, erected and maintained so that its Fiber Network shall:
 - (1) Not endanger or interfere with the health, safety or lives of persons;
 - (2) Not interfere with the utilization of the Public Way by the TOWN
 - (3) Not interfere with the free and proper use of the Public Way, except to the minimum extent possible during actual construction, repair or removal;
 - (4) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction, repair or removal; and
 - (5) Not obstruct, hinder or interfere with any properly located gas, electric, water or other utilities, cable, telecommunication or telephone facilities located within the TOWN.
- o. Excavation and Work in Public streets; Application; Restoration; Damage; Locates.
 - (1) Prior to the start of any permitted work under this Agreement, BRIGHTSPEED shall obtain an approved construction permit.
 - (2) BRIGHTSPEED shall install its cable by directional boring. If authorized in writing by the Director of Public Works, BRIGHTSPEED may excavate or disturb pavement, curb, gutters, sidewalks, driveways, or other surfacing in or on any Public Way, or public place as necessary for directional boring. Open cutting of the paved street section is not permitted except for potholing of existing utilities and as allowed by Section 4(1) above. Manholes and handholes shall be flush with the ground in residential areas unless approved by the Director of Public

Works who may require a route change, sidewalks may not be excavated for the placement of manholes and handholes.

- (3) Excavations or borings made by BRIGHTSPEED under the Public Way or public places of the TOWN, pursuant to this Agreement, shall be made in compliance with the ordinances and regulations of the TOWN in effect at the time of such excavation.
- (4) Prior to any excavation in or boring under the Public Way, in accordance with applicable Law, BRIGHTSPEED shall notify all utilities that may be affected by such excavation in or boring under the Public Way or property upon which the work is to be done, and the nature of the work to be performed. Additionally, the services of North Carolina One-Call may be used to notify its member utilities.
- (5) In situations deemed by BRIGHTSPEED to constitute an emergency involving a danger to the public health, safety and welfare, BRIGHTSPEED shall notify the Director of Public Works of the nature and the location and of the potential hazard.
- (6) During the installation, repair or removal of BRIGHTSPEED's Facilities in or on any Public Way or public place, BRIGHTSPEED agrees to provide at all times proper signs, signal lights, flagmen, barricades, and other warning devices for the protection of pedestrian and vehicular traffic in conformance with the approved Traffic Control Plan and MUTCD.
- (7) BRIGHTSPEED shall exercise due care in the operation, installation, alteration, repair or removal of its Facilities. If any utility or property of the TOWN, real or personal, is damaged, impaired or destroyed as a result of either the negligent or intentional acts of BRIGHTSPEED, its employees, agents or persons operating under its direction, supervision or control, BRIGHTSPEED shall be liable to the TOWN, as the case may be, for such damages, including but not limited to the cost to repair or replace the utility or property.
- (8) Notwithstanding any other provision of this Agreement, the Parties agree that the following procedure will be exclusively used any time BRIGHTSPEED is required to insert a hole in a driveway, walkway or street to locate other utilities under and across paved or concrete surfaces. BRIGHTSPEED will utilize an 8" minimum core drill to remove the pavement and then remove debris utilizing a vacuum excavator to visually expose the path to cross the street. After the crossing is completed, the excavated pothole will be backfilled with a flowable stabilized sand/cement slurry mix comprised of at least 2 bags/yard of cement to completely fill the excavation hole to the depth of the existing pavement. Where possible the core plug removed to access the pothole will then be cleaned and coated with epoxy resin around the outside surface of the plug and replaced in the excavation hole so that it is even with the top of the existing surface of the driveway, walkway or street. When the use of the core plug is not feasible, the sand/cement slurry mix shall be utilized in conjunction with a minimum of 2-inches of hot asphalt for roadway repair or similar material of driveway, walkway or street. Multiple potholes within close proximity to one another will require a single squared off driveway, walkway or street repair. The Town will define the minimum width of the road repair based on the diameter or width of the openings. Any bore pits or other openings in the roadway, sidewalk, driveways shall be repaired per the Town's Design Standards Manual.

- (9) BRIGHTSPEED shall adhere to the following restoration requirements.
- (a) Immediately after BRIGHTSPEED installs or repairs its Facilities within an existing street or vehicular access, BRIGHTSPEED shall backfill and complete pavement restoration in accordance with this Agreement. Permanent resurfacing/restoration of the roadway will be performed in an expedition manner but no sooner than 21 days after the initial excavation and not later than 45 days after excavation. Temporary bituminous resurfacing, a minimum of two inches thick or as otherwise specified, shall be placed and properly maintained by BRIGHTSPEED by the end of the workday. The temporary resurfacing shall be maintained by BRIGHTSPEED during the initial 21 days period prior to the permanent repair. Alternatively, during the initial 21 days, BRIGHTSPEED may temporarily backfill and plate the trench. The plates if located in the street shall be installed flush with the surrounding pavement and secured by applying either hot or cold mix asphalt around the perimeter of the plate. At no time shall the plates be placed in such a manner that causes a traffic hazard to vehicles, pedestrians, cyclists and other non-vehicular traffic.
 - (b) BRIGHTSPEED shall restore and replace landscaping including landscaping behind the back of curb or in non-traffic areas that have been destroyed, disturbed, or damaged by such work in accordance with this Agreement within 10 days. All landscaping restorations shall be done with like materials (i.e. Bermuda grass shall be repaired or replaced with Bermuda sod; zoysia grass shall be repaired/replaced with zoysia sod, etc.)
 - (c) In order to ensure compliance with this Section, the Director of Public Works or any other designee of the Town Manager may conduct an on-site or remote inspection.
- (10) If the installation, alteration, repair or removal of the Facilities in or on any Public Way or public place requires the temporary removal of bricks, grates, trees or other property or materials belonging to the TOWN, BRIGHTSPEED shall, until such materials are reinstalled, and in the exercise of due care, store said property or materials in a safe place satisfactory to the TOWN to minimize the risk of damage or theft.
- (11) BRIGHTSPEED shall preserve and protect all trees and shrubbery located within the Public Way, and public places of the TOWN from damage by BRIGHTSPEED. BRIGHTSPEED shall comply with the regulations of the TOWN concerning the preservation and protection of trees and shrubs. BRIGHTSPEED shall pay to the TOWN the cost of treating, removing and replacing any tree or shrub on the Public Way and public places of the TOWN which has been damaged or destroyed as a result of the work of BRIGHTSPEED.
- (12) Whenever the TOWN, or NCDOT, or their successors or assigns, within the exercise of reasonable police power, for the benefit of the public safety, plan to widen, modify, close, relocate, grade or regrade any public street, sidewalk, or other public way, in, along, under or across, which BRIGHTSPEED shall have installed any of its Facilities, it shall be the duty of BRIGHTSPEED, upon reasonable notice by the proper authority, and at no cost to the TOWN, or NCDOT to remove or relocate as necessary its Facilities.

- (13) BRIGHTSPEED shall, on the request of any person holding a building moving permit issued by the TOWN, temporarily raise or lower its lines to permit the moving of buildings. The expense of such temporary removal, raising or lowering of lines shall be paid by the person requesting the same, and BRIGHTSPEED shall have the authority to require such payment in advance. BRIGHTSPEED shall be given not less than fifteen (15) working days advance notice to arrange for such temporary line changes.
- (14) Any damage to BRIGHTSPEED's encroaching structure caused by the TOWN's use of its rights of way for construction or maintenance work in the ordinary course of its business, shall be borne by BRIGHTSPEED except where such damage is caused by the sole negligence or willful misconduct of the TOWN.
- (15) For the two (2) years immediately following the date of this Agreement (the "Initial Build Period"), BRIGHTSPEED has proposed a schedule for installation that may require the TOWN to engage an independent contractor to perform some of the TOWN's North Carolina One Call locates (the "Locate Contractor"). During the Initial Build Period, if the TOWN reasonably determines it is necessary to engage a Locate Contractor in order to perform locates in connection with the installation of BRIGHTSPEED'S facilities, BRIGHTSPEED will reimburse the TOWN for reasonable fees paid by the TOWN to the Locate Contractor for such work. The TOWN and BRIGHTSPEED will agree to the fee to be paid to the Locate Contractor in advance of any work being performed. The TOWN will issue invoices to BRIGHTSPEED for the Locate Contractor's fees at reasonable intervals and BRIGHTSPEED shall pay such invoices within thirty (30) days of receipt. The TOWN will provide appropriate documentation supporting its invoices.

p. Removal and Abandonment.

- (1) If any portion of the above-ground Facilities covered under this Agreement are no longer used by BRIGHTSPEED, or are abandoned for a period in excess of one hundred eighty (180) days, or BRIGHTSPEED loses any Required Right to locate its above-ground Facilities in the Public Way for more than sixty (60) days, BRIGHTSPEED shall notify the TOWN and shall vacate and remove the above-ground Facilities at its own expense within a reasonable time period provided that the Director of Public Works may, at that time, agree in writing, upon the written request of BRIGHTSPEED to allow abandonment of some or all of its above-ground Facilities in place, if BRIGHTSPEED will transfer ownership of any abandoned Facilities to the TOWN.
- (2) If any portion of the underground Facilities covered under this Agreement are no longer used by BRIGHTSPEED, or are abandoned for a period in excess of one hundred eighty (180) days, or BRIGHTSPEED loses any Required Right to locate its underground Facilities in the Public Way for more than sixty (60) days, BRIGHTSPEED shall notify the TOWN. The Director of Public Works may, at that time, agree in writing, upon the written request of BRIGHTSPEED to allow abandonment of some or all of its underground Facilities in place, if BRIGHTSPEED will transfer ownership of any abandoned underground Facilities to the TOWN. Should any removal of BRIGHTSPEED'S underground Facilities be approved by the Director of Public Works, BRIGHTSPEED shall thereafter apply for and obtain any necessary

permits. BRIGHTSPEED shall not excavate or disturb pavement, curb, gutters, sidewalks, driveways, or other surfaces in or on any street, Public Way or public place to remove underground facilities without a TOWN permit. If a permit is issued by the Town, BRIGHTSPEED shall, in a timely fashion and to the TOWN's reasonable satisfaction, refill, at its own expense, any excavation and boring that shall be made by it and shall leave all Public Ways and places in as good a condition or better as that prevailing prior to BRIGHTSPEED's removal of its Facilities without affecting the facilities of other utilities located in the Public Way. The TOWN shall inspect and approve the condition of the Public Ways after BRIGHTSPEED has removed its underground Facilities. This Agreement shall continue in full force and effect until BRIGHTSPEED has complied with the requirements of this Section.

(3) In the event of a failure by BRIGHTSPEED to complete any work required in this Section in a timely fashion, the TOWN may cause such removal work to be done on behalf of BRIGHTSPEED and BRIGHTSPEED shall reimburse the TOWN the cost thereof within thirty (30) days after receipt of an itemized list of such costs or the TOWN may recover such costs through the performance bond provided by BRIGHTSPEED. The TOWN shall be permitted to seek legal and equitable relief to enforce the provisions of this Section.

q. Work Hours. BRIGHTSPEED and its contractors may perform construction activities including, but not limited to, boring, aerial construction, pulling cable, splicing and clean-up work ("Construction Activities") from 7 AM until sunset, Monday through Friday. BRIGHTSPEED and its contractors will perform all Construction Activities with the exception of boring, which will not be performed on the weekend, from 7 AM until sunset, Saturday and Sunday. BRIGHTSPEED and its contractors will not work on TOWN observed or scheduled holidays. Work Hours are further clarified with Exhibit D of this contract

SECTION 5. EMERGENCY CONTACTS

- a. Coordination of Emergency Events. In case of an emergency, the TOWN will act to protect the public health and safety of its citizens and to protect public and private property, notwithstanding any provision in this Agreement. In the event addressing the emergency impacts BRIGHTSPEED's Facilities, the TOWN will make every reasonable effort to coordinate its emergency response with BRIGHTSPEED.
- b. Notice of Changes. BRIGHTSPEED will keep emergency contact information current and provide the Director of Public Works with information as to changes within a reasonable time.
- c. Response to network Emergency. In case of a Fiber Network emergency, BRIGHTSPEED may access its Facilities without first obtaining a permit to disturb the Public Way provided BRIGHTSPEED has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, BRIGHTSPEED shall conduct its activities within the Public Way in such a manner as to protect public and private property. BRIGHTSPEED will make every reasonable effort to coordinate its emergency response with the TOWN. To that end, prior to entering the Public Way, BRIGHTSPEED will use its commercially reasonable best efforts to contact the Director of Public Works and give as

much notice to TOWN of the network emergency and an estimated time period to address the situation.

SECTION 6. ASSIGNMENT AND TRANSFER OF OWNERSHIP OR CONTROL

Except as expressly set forth herein, no assignment of the rights and obligations granted hereunder, or transfer of ownership or control of the Facilities shall occur unless approved by the TOWN. A transfer of ownership or control of the Facilities shall comply with all applicable Law. BRIGHTSPEED shall promptly notify the TOWN of its intent to assign this Agreement or transfer ownership or control of the Facilities and shall provide the TOWN with a true copy of all the documents relating to such assignment or ownership transfer. The transferee is required to accept this Agreement and all its terms, provisions, and any amendments at the time of transfer. Performance bond, letter of credit, and insurance are required from the transferee before the transfer is complete. Notification to the TOWN shall be as outlined herein. Notwithstanding anything herein to the contrary, BRIGHTSPEED shall be permitted to assign this Agreement and transfer ownership and control of its Facilities to any other entity with which it is affiliated through ownership (for example, a corporate parent, a subsidiary, or a subsidiary of a corporate parent) providing that such other entity undertakes all the obligations of BRIGHTSPEED under this Agreement.

SECTION 7. PERFORMANCE BOND, LETTER OF CREDIT, INSURANCE, AND INDEMNIFICATION.

- a. Performance Bond or Letter of Credit. Within ten (10) days following approval of this Agreement by the Council, BRIGHTSPEED shall deliver to the TOWN a performance bond issued by a surety licensed in North Carolina in the amount of \$50,000 ("Security Fund"). The form and content of the bond shall be approved by the TOWN. Failure to timely obtain, file and maintain said bond shall constitute a substantial violation of this Agreement.
 - (1) The Security Fund shall serve as security for:
 - (a) The faithful performance by BRIGHTSPEED of all the terms and conditions of the Agreement.
 - (b) Any expenditure, damage or loss incurred by the TOWN occasioned by BRIGHTSPEED's unexcused or uncured failure to comply with all lawful rules, regulations, orders, permits and other directives of the TOWN issued pursuant to this Agreement.
 - (c) The payment by BRIGHTSPEED of all liens and taxes, and all damages, claims, costs or expenses which the TOWN has been compelled to pay or incur by reason of any act or default of BRIGHTSPEED, and all other payments due the TOWN from BRIGHTSPEED pursuant to this Agreement.
 - (d) The costs and expenses incurred by the TOWN as a result of BRIGHTSPEED's abandonment of its Facilities at any time during the term of the Agreement or any extension thereto; or Town's performance of work that BRIGHTSPEED should have performed.

- (2) If BRIGHTSPEED fails to repay to the TOWN any damages, costs or expenses which the TOWN shall be compelled to pay by reason of any act or default of BRIGHTSPEED in connection with this Agreement, the TOWN may then demand payment from the Security Fund.
- (3) The TOWN shall be the beneficiary under the performance bond. BRIGHTSPEED shall not use the Security Fund for other purposes and shall not assign, pledge or otherwise use this security fund as security for any other purpose.
- (4) The TOWN, with the approval of Council, may, in its discretion, decrease the amount of or eliminate the Security Fund in consideration of the financial stability of BRIGHTSPEED.
- (5) If BRIGHTSPEED fails to pay the TOWN any fees, penalties, claims, liens or damages owed to the TOWN after thirty (30) days written notice to pay to the TOWN, specifying the amount owed and the nature of amount owed, the TOWN may remedy such failure by BRIGHTSPEED by demand on the Security Fund.
- (6) In the event that amounts are withdrawn by the TOWN from the Security Fund pursuant to this Section, BRIGHTSPEED shall restore the Security Fund to the amount it was prior to the TOWN's claim within ten (10) business days of notification by the TOWN of its withdrawal against the Security Fund.
- (7) The rights reserved to the TOWN with respect to the Security Fund are in addition to all other rights of the TOWN, whether reserved by this Agreement, or authorized by law, and no action, proceeding or exercise of a right with respect to such a performance bond shall affect any other right the TOWN may have except to the extent payment satisfies a TOWN claim.
- (8) The Security Fund shall contain the following endorsement: *"It is hereby understood and agreed that this instrument shall not be cancelled by the surety nor the intention not to renew be stated by the surety until 30 days after receipt by the TOWN, by registered mail, from a surety of written notice of such an intention to cancel or not to renew."*
- (9) The Security Fund shall be maintained in force by BRIGHTSPEED for the longer of the following time periods: (i) three (3) years from the date of issuance, or (ii), until the date of substantial completion of the construction of the Fiber Network by BRIGHTSPEED plus an additional twelve (12) months. In the event the performance bond would expire before the above-prescribed period of time, BRIGHTSPEED shall renew the performance bond not less than thirty (30) days prior to its expiration and provide a copy of the renewal to the TOWN. For the purposes of this Section 7(a)(9), "the date of substantial completion of the construction of the Fiber Network" shall mean completion of construction within 90% of areas within the TOWN excluding those areas of the TOWN that are either (i) privately owned and BRIGHTSPEED cannot reasonably obtain access to install its facilities or (ii) have existing Fiber to the Premises (FTTP) services from another provider. Not less than 30 days after achieving substantial completion of construction, BRIGHTSPEED shall cause notice of such date of substantial completion of construction to be sent to TOWN for concurrence. The parties shall engage in good faith negotiations to resolve

any dispute regarding the date of substantial completion of construction, and the Security Fund shall be maintained in force during the pendency of any such dispute.

- b. Insurance. At all times during the Term of this Agreement, BRIGHTSPEED shall maintain a Certificate of insurance ("COI") in accordance with the requirements set forth in this Section.
- (1) A COI in compliance with this Section must be furnished before work begins. The COI must be issued by an authorized representative of the insurance carrier(s). The COI must have the Insurance Company name and NAIC number clearly identified.
 - (2) BRIGHTSPEED shall immediately advise the TOWN of any litigation arising out of this Agreement that may develop that would affect the insurance to be provided by BRIGHTSPEED under this Agreement.
 - (3) Neither the provisions of this Section nor any damages recovered by the TOWN hereunder, shall be construed to limit the liability of BRIGHTSPEED under the Agreement.
 - (4) BRIGHTSPEED shall provide at least thirty (30) days' prior written notice to TOWN of cancellation or non-renewal of any required insurance coverage that is not replaced.
 - (5) All insurance policies provided under the provisions of this Agreement shall be written by companies authorized to do business in the State of North Carolina and approved by the State Commissioner of Insurance.
 - (6) BRIGHTSPEED shall include the TOWN as an Additional Insured to the General Liability and Automobile Liability policies including those of its subcontractors while working hereunder.
 - (7) Commercial General Liability: BRIGHTSPEED shall maintain a commercial general liability policy with the following limits:

Each Occurrence:	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The form of coverage must be the ISO CG 00 01 policy or equivalent as approved by the State of North Carolina Department of Insurance. Certificates evidencing ongoing completed operations coverage shall be provided for at least two years following the termination or expiration of this Agreement.
 - (8) Commercial Automobile Liability: BRIGHTSPEED shall maintain a commercial automobile liability policy with the following limits:

Limits:	\$1,000,000 combined single limit.
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 - (9) Worker Compensation Insurance: BRIGHTSPEED shall maintain a worker' compensation policy with the following limits:

Limits:

Workers Compensation: Statutory for the State of North Carolina Employers

Liability: Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee.

Workers Compensation must include all employees.

(10) Umbrella Liability.

An Umbrella or excess liability policy covering General Liability, Automobile Liability and Employers Liability with a minimum limit of \$10,000,000 is required. BRIGHTSPEED may use any combination of primary and excess umbrella coverage to meet required aggregate limits.

Notwithstanding the forgoing, BRIGHTSPEED may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event BRIGHTSPEED elects to self-insure its obligation under this Agreement to include TOWN as an additional insured, the following conditions apply: (i) TOWN shall promptly and no later than thirty (30) days after notice thereof provide BRIGHTSPEED with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide BRIGHTSPEED with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) TOWN shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of BRIGHTSPEED; and (iii) TOWN shall fully cooperate with BRIGHTSPEED in the defense of the claim, demand, lawsuit, or the like.

c. Indemnification.

- (1) With the exception of any loss, cost of damage resulting from any Indemnitees negligence or willful misconduct, To the maximum extent allowed by law, BRIGHTSPEED shall defend, indemnify, and save harmless Indemnitees from and against all Charges that directly arise from, in direct connection with, or directly out of this Agreement as a result of the negligent acts or omissions of BRIGHTSPEED or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection (1) BRIGHTSPEED shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to the TOWN.
- (2) As used in subsections (1) above and (3) below, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises

out of the handling, transportation, deposit, or delivery of the items that are the subject of this Agreement). "Indemnitees" means TOWN, and their officers, officials, independent contractors, agents, and employees, excluding BRIGHTSPEED.

- (3) Nothing in this section shall affect any warranties in favor of the TOWN that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement.
- (4) This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of BRIGHTSPEED under this Agreement.

SECTION 8. DEFAULT AND REMEDIES

In the event either Party fails to perform any of its material obligations under this Agreement (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may give written notice to the Defaulting Party which notice shall: (a) identify the section of this Agreement believed to be in default; and (b) provide a reasonably detailed description of the default. The Defaulting Party shall have thirty (30) days in which to cure the default, provide written or other documentary evidence that no default has in fact occurred, or provide a written detailed plan which describes how and when the default shall be corrected within a reasonable time if such default cannot be corrected within the aforesaid thirty (30) day period and promptly and diligently pursue the completion of such plan until the default is cured. If a default is not cured by the Defaulting Party as provided above, the Non-Defaulting Party may: (a) terminate this Agreement; or (b) seek specific performance; or (c) seek any remedies it may be entitled under applicable Law or equity.

SECTION 9. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure or delay in performing its respective obligations, or for any loss or damage, resulting from any Force Majeure Event. The Party claiming relief under this Section shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event.

SECTION 10. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND EITHER PARTY'S PERFORMANCE OR NON PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF

ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED.

**SECTION 11.
NOTICES**

Any notices, requests, or consents required to be given pursuant to this Agreement shall be given in writing either personally served or sent by overnight delivery service maintaining records of receipt, or by certified mail return receipt requested, to the address designated by each Party below:

To the TOWN

TOWN of Winterville
2571 Railroad St.
P.O. Box 1459
Winterville, NC 28590
Attention: Town Manager

To BRIGHTSPEED

Brightspeed of North Carolina,
LLC
1120 S. Tryon St
Suite 700
Charlotte, NC 28203

**SECTION 12.
FAILURE OF A PARTY TO ENFORCE THIS AGREEMENT, NO WAIVER
OF THE TERMS THEREOF**

Neither Party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

**SECTION 13.
ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all previous understandings, commitments or representations, whether oral or written. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

**SECTION 14.
NO JOINT VENTURE**

This Agreement is not intended to create, nor shall it be construed to create, any partnership, joint venture, or employment relationship between the Parties, and neither Party shall be liable for the

payment or performance of any debt, obligations, or liabilities of the other Party, unless expressly assumed in writing. Each Party covenants that it shall not act in a manner that may be construed to be inconsistent with the foregoing nor otherwise act or purport to act on behalf of the other Party except as may be expressly authorized in writing by the other Party.

SECTION 15. SEVERABILITY

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder hereof and the application of such term, condition or provision to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on BRIGHTSPEED and the TOWN.

SECTION 16. INTERPRETATION

In the case of any conflict between the terms of this Agreement and those contained in any TOWN ordinance, code, policy or standard, the terms of this Agreement shall control.

SECTION 17. CHOICE OF LAW AND FORUM

This Agreement is made in Pitt County, North Carolina, and shall be governed by and construed in accordance with the laws of the State of North Carolina, and the United States of America. The exclusive forum and venue for all actions arising out of the Agreement shall be the North Carolina Court of Justice in Pitt County or the United States District Court for the Eastern District of North Carolina.

SECTION 18. RIGHTS CUMULATIVE

All rights and remedies given to the TOWN and BRIGHTSPEED by this Agreement shall be in addition to and cumulative with any and all other rights or remedies, -existing or implied, now or hereafter available to the TOWN and BRIGHTSPEED, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Agreement or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the TOWN and BRIGHTSPEED and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

TOWN OF WINTERVILLE

By _____
Richard E. Hines, Mayor

Attest

Don Harvey, Town Clerk

BRIGHTSPEED OF NORTH CAROLINA, LLC

By _____

APPROVED AS TO FORM:

E. Keen Lassiter, Town Attorney

PRE-AUDIT CERTIFICATION:

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

Jessica Manning, Finance Director

Project Code (if applicable) _____

RECOMMENDED:

Anthony Bowers, Assistant Town Manager

Exhibit A

**Sample Construction Plan and Easement
Drawings**

EXHIBIT B

Form of Right of Way Excavation Permit

ROUTE _____ PROJECT _____ COUNTY OF _____ STATE OF NORTH CAROLINA

Town of Winterville

-AND-

Brightspeed
1120 South Tryon St.
Charlotte NC, 28203

RIGHT OF WAY ENCROACHMENT AGREEMENT
PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the _____ day of _____ 20____ by and between the Town of Winterville, party of the first part; and _____ party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____, located _____ with the construction and/or erection of: _____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials

and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

BY: Town of Winterville

Public Works Director

ATTEST OR WITNESS:

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered city official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the State Utilities Manager in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.

EXHIBIT C

Daily Street Sheet Template

Requesting Company	Work Date	Foreman Name	Crew type	Job Number #1 & Street location	Are Flaggers Required	MOT Meeting Location	Arrow board required?	Time Flaggers Needed?	Exchange	Permit #
-	-	-	-	-	-	-	-	-	-	-

EXHIBIT D
Construction Procedures

A. Utility Poles. Subject to the following requirements, BRIGHTSPEED will have the ability to temporarily place utility poles in the Town rights-of-way and utility easements on a limited basis:

- (1) BRIGHTSPEED will not seek to install a utility pole in any areas of the Town where all of the utilities are located underground;
- (2) BRIGHTSPEED must be unable to use an existing utility pole in the general area where it wishes to place a utility pole due to high make ready costs or excessive delays gaining access to the existing utility poles;
- (3) any requested utility pole will be added to an existing utility pole line;
- (4) any requested utility pole will be located on the same side of the road as an existing utility pole line;
- (5) BRIGHTSPEED will make reasonable accommodations requested by the Town to improve the aesthetics of a requested utility pole in the area where it is to be located;
- (6) the location of a requested utility pole will not adversely affect the health, safety or welfare of any person;
- (7) BRIGHTSPEED will make the requested utility pole available to any other communications provider on just and reasonable terms subject to loading requirements and space availability;
- (8) If a utility company installs a new utility pole that will accommodate BRIGHTSPEED's fiber facilities in any area where BRIGHTSPEED has installed a utility pole, provided BRIGHTSPEED has access to the new utility pole under reasonable terms and conditions, within a reasonable time period after being notified by the Town, BRIGHTSPEED will move its fiber facilities to the new utility pole and will remove the BRIGHTSPEED utility pole from the right-of-way.

B. Underground Construction. When installing its facilities underground, BRIGHTSPEED will install its fiber utilizing boring technology and procedures. In areas with high construction costs and/or where the deployment of conduit is not cost effective or feasible, on a case- by-case basis, subject to Town approval, which approval will not be arbitrarily, discriminatorily, or unreasonably withheld, conditioned or delayed, BRIGHTSPEED may install its fiber utilizing open trench or micro-trenching technology and procedures.

C. Utility Location Procedure. The Parties agree that the following procedure will be exclusively used any time BRIGHTSPEED is required to insert a hole in a driveway, walkway or street to locate other utilities under and across paved or concrete surfaces. BRIGHTSPEED will utilize an 8" minimum core drill to remove the pavement and then remove debris utilizing a vacuum excavator to visually expose the path to cross the street. After the crossing is completed, the excavated pothole will be backfilled with a flowable stabilized sand/cement slurry mix comprised of at least 2 bags/yard of cement to completely fill the excavation hole to the depth of the existing pavement. Where possible the core plug removed to access the pothole will then be cleaned and coated with epoxy resin around the

outside surface of the plug and replaced in the excavation hole so that it is even with the top of the existing surface of the driveway, walkway or street.

D. Restoration. BRIGHTSPEED will use commercially reasonable efforts to restore property within 3 business days of the boring, subject to factors beyond BRIGHTSPEED's reasonable control. Consideration will be given to the amount of restoration needed with each boring and BRIGHTSPEED will endeavor to conduct borings in a manner which requires the least amount of restoration (e.g. when appropriate using streets and sidewalks for equipment rather than lawns, etc.). After boring under the street / curb and sidewalks, BRIGHTSPEED will inspect for any heaving that may have occurred from the boring process. Notwithstanding the foregoing, in no event will BRIGHTSPEED be required to repair, replace or restore any personal property of a property owner that was improperly located in a utility easement.

E. Construction Communications Plan. BRIGHTSPEED will implement a construction communications plan and will use commercially reasonable efforts to meet the following timelines and standards, as they relate to each approved permit application area:

- (1) At least 30 days, but no more than 45 days, prior to the commencement of construction in a residential area, BRIGHTSPEED will send a detailed letter to the residential addresses in that area advising occupants of upcoming construction activities.
- (2) At least 14 days, but no more than 30 days, prior to the commencement of construction in a residential area, BRIGHTSPEED will send postcard reminder to the residential addresses in that area reminding occupants of upcoming construction activities.
- (3) At least 3 days, but no more than 7 days, prior to the commencement of construction in a residential area, BRIGHTSPEED will send out street teams to place signs in the yards of those residential properties where BRIGHTSPEED will commence with construction activities.
- (4) Each communication sent to a residential address will include the URL to BRIGHTSPEED's construction website: BRIGHTSPEEDinc.com/construction. On this website residents can find additional information regarding the construction plans in their area. Following construction, property owners will also be able to use this website to submit damage claims in the event BRIGHTSPEED inadvertently causes damage to their property.

F. Work Hours. BRIGHTSPEED and its contractors may perform construction activities including, but not limited to, boring, aerial construction, pulling cable, splicing and clean-up work ("Construction Activities") from 7 AM until sunset, Monday through Friday. BRIGHTSPEED and its contractors will perform all Construction Activities with the exception of boring, which will not be performed on the weekend, from 7 AM until sunset, Saturday and Sunday. BRIGHTSPEED and its contractors will not work on TOWN observed or scheduled holidays.