



**WINTERVILLE TOWN COUNCIL AGENDA
MONDAY, NOVEMBER 10, 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. PROCLAMATIONS:**
 1. World Pancreatic Cancer Day.
 2. Sam Jones BBQ.
 3. Veterans Day.
- VIII. PRESENTATIONS:**
 1. Municipal Grant Award - David Horn and Kelly Andrews.
 2. Winterville Chamber of Commerce – Rebecca Caveness.
- IX. PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
 1. Glenn Johnson – Living in Winterville.
 2. Ross Peterson – Town Services.
- X. CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
 1. Approval of Council Meeting Minutes.
 2. Schedule Rucker Farm Rezoning Public Hearing.
 3. Award of Contract to Piedmont Services.
 4. Non-Disclosure Agreement for Davey Resource Group Inc.
 5. Safe Streets for All, Transportation Safety Grant, Authorized Signer.

- XI. OLD BUSINESS:**
1. None.
- XII. NEW BUSINESS:**
1. Articulating Telescopic Aerial Device - AT37G Purchase.
 2. Resolution (25-R-111) Requesting NCDOT to Relocate the Center Line.
- XIII. OTHER AGENDA ITEMS:**
1. Speeding on Mill Street: Residents and Driver Safety. (Councilwoman Hawkins).
 2. Winterville Dollar Tree: Exterior landscape and grounds keeping. (Councilwoman Hawkins).
 3. Pitt Community College: Update on Ongoing Quest for Additional Trade. (Councilwoman Hawkins).
 4. Hillcrest Park: Commemorative Plaque. (Councilwoman Hawkins).
- XIV. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:**
1. Town Strategic Plan.
 2. Amendments to Code of the Ordinances / Council Rules of Procedures.
 3. Accessory Dwelling Units.
- XV. ANNOUNCEMENTS:**
- Attached
- XVI. REPORTS FROM THE TOWN MANAGER, TOWN ATTORNEY, TOWN COUNCIL, AND MAYOR.**
- XVII. CLOSED SESSION:**
- NCGS § 143-318.11.(a)(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.**
- XVIII. 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.)

XV. ANNOUNCEMENTS:

- Veteran's Day Holiday - Town Offices Closed: Tuesday, November 11, 2025.
- Veteran's Day Event: Tuesday, November 11, 2025 @ 2:00 pm - In front of the Winterville Police Department. If it rains, inside the Winterville Fire Department, 2593 Railroad Street, Winterville, NC.
- Ripe for Revival Mobile Market: Thursday, November 13, 2025; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Ruby Bridges Walk to School Day: Friday, November 14, 2025; 7:20 am; Town Square, 252 Main Street, Winterville.
- Planning and Zoning Board Meeting: Monday, November 17, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Board of Adjustment Meeting: Tuesday, November 18, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Ripe for Revival Mobile Market: Thursday, November 20, 2025; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Winterville Human Relations Board Meeting: Thursday, November 20, 2025 @ 7:00 – Town Hall Assembly Room.
- Coffee with a COP: Friday, November 21, 2025; 9:00 am – 10:30 am – Cooper's Cup, 2588 Railroad Street, Winterville, NC
- Recreation Advisory Board: Tuesday, November 25, 2025 @ 6:30 pm – Operation Center.
- Agenda Abstracts Due for December 8th Meeting: Wednesday, November 26, 2025.
- Thanksgiving Holiday – Town Offices Closed: Thursday, November 27 and Friday, November 28, 2025.
- Ripe for Revival Mobile Market: Thursday, November 27, 2025; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Agenda Review Meeting: Wednesday, December 3, 2025 @4:00 pm – Town Hall Executive Conference Room.
- Ripe for Revival Mobile Market: Thursday, December 4, 2025; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Winterville Council, Volunteers, and Staff Christmas Dinner: Thursday, December 4, 2025 @6:00 pm - The Cotton Barn, 942 Laurie Ellis Road, Winterville.
- January 2026 Newsletter Information Due: Monday, December 8, 2025.
- Regular Town Council Meeting: Monday, December 8, 2025 @ 6:00 pm - Town Hall Assembly Room.



PROCLAMATION

WORLD PANCREATIC CANCER DAY - NOVEMBER 20, 2025

Established by an international collection of organizations dedicated to fighting pancreatic cancer. It is an annual event that aims to educate the public about the risks, symptoms, and treatment options for pancreatic cancer while fostering hope for patients and their loved ones.

A global initiative that raises awareness about pancreatic cancer, supports patients and their families, and advocates for increased research and early detection of this deadly disease.

WHEREAS, in 2025, an estimated 67,440 individuals in the United States will be diagnosed with pancreatic cancer, and approximately 51,980 will lose their lives to this devastating disease; and,

WHEREAS, pancreatic cancer is currently the third leading cause of cancer-related death in the United States, surpassing breast cancer, and is projected to become the second by 2030; and,

WHEREAS, pancreatic cancer has the lowest five-year relative survival rate of all major cancers, currently at just 13%, and remains the only major cancer with a five-year survival rate below 20%; and,

WHEREAS, symptoms of pancreatic cancer often appear in the late stages, resulting in only 15% of cases being diagnosed when the disease is still localized, and more than 87% of those diagnosed die within five years; and,

WHEREAS, an estimated 1,910 deaths will occur in North Carolina due to pancreatic cancer in 2025; and,

WHEREAS, the health and well-being of the residents of Winterville are enhanced through greater awareness, education, and research into early detection, risk factors, and effective treatments for pancreatic cancer; and,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Winterville hereby proclaims November 20, 2025, as World Pancreatic Cancer Day and encourages all residents to learn more about this disease and support efforts toward finding a cure.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 10th day of November 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION

HONORING SAM JONES BBQ

WHEREAS, Sam Jones BBQ has received numerous accolades through the years; and,

WHEREAS, Sam Jones BBQ opened on November 10, 2015, located at 715 W. Fire Tower Road, Winterville, it shined in a USA Today poll earning accolades for its eastern North Carolina Barbecue. Readers of USA Today voted the restaurant second in its 10 Best Carolina-style barbecues, which included joints from across North and South Carolina and apparently even Virginia; and,

WHEREAS, Co-owner Michael Letchworth was named the 39th recipient the Small Business Leader of the Greenville-Pitt County Chamber of Commerce of the Year for 2025. Letchworth, who is a lifelong Pitt County native, has been instrumental in building one of the region's most recognized restaurant brands. As co-owner of Sam Jones BBQ, Letchworth has helped to grow the restaurant to become both a local favorite and a nationally acclaimed destination. The recognition recognizes individuals who demonstrate outstanding leadership, business acumen, and community involvement while contributing to the growth and vitality of Pitt County's small business community; and,

WHEREAS, NC BBQ Hall of Fame inducted Sam Jones BBQ and Skylight Inn BBQ into the inaugural class in March 2024; and,

WHEREAS, Visit NC Award named Sam Jones the Winners' Circle award in March 2024 for his significant contributions to the North Carolina's culinary tourism industry for his contributions; and,

WHEREAS, Sam Jones was a semifinalist for Best Chef in the Southeast for the James Beard Foundation Awards in 2018; and,

WHEREAS, Sam Jones published the cookbook Whole Hog BBQ: The Gospel of Carolina Barbecue with Daniel Vaughn in 2018; and,

WHEREAS, The restaurant has been featured by Our State magazine, Southern Living, Garden & Gun, The New York Times, GQ magazine, The Travel Channel, The History Channel, and The Food Network, solidifying its place among America's best barbecue establishments. Sam Jones BBQ also supports local charities, youth programs, and community and education initiatives that help promote Pitt County's culinary heritage and small business ecosystem; and,

NOW, THEREFORE, I, Richard E. Hines, Mayor of the Town of Winterville hereby honor the contribution and legacy of Sam Jones BBQ to the Town of Winterville and surrounding area.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 10th day of November 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



PROCLAMATION

Veterans Day – November 11, 2025

WHEREAS, our community has a continuing sense of gratitude to those who have given so much in the defense of the freedoms which we all continue to enjoy; and

WHEREAS, on this patriotic occasion, let us all commit ourselves to the great need of fostering a spirit of rededication to the ideals that have served as the foundation of this great country – “One nation, under God, indivisible, with liberty and justice for all.”

WHEREAS, America has called on her men and women in uniform to protect our national security, to advance our national interests and to preserve our rights and freedoms; and

WHEREAS, on Veterans Day we recognize the men and women of our Armed Forces who have valiantly defended these values throughout our Nation’s history; and

WHEREAS, on Veterans Day we also remember those whose sacrifice ended in permanent injury or death, yet their spirit remains in continued preservation of our freedoms and the promise of liberty established as an example for all oppressed persons of the world; and

WHEREAS, in honor of these dedicated men and women, we pledge continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of people dedicated to the principals of freedom and democracy.

NOW, THEREFORE, the Mayor and Town Council does hereby proclaim November 11, 2025 as **Veterans Day** in the Town of Winterville, North Carolina and calls upon our citizens to observe this day with appropriate manners in honor of veterans, both living and deceased, who have served this country so willingly to preserve the principles of justice, freedom, and democracy; to fly the flag; and let our veterans know we appreciate their great sacrifice.

IN WITNESS WHEREOF, I do set my hand, and cause the seal of Winterville to be affixed this 10th day of November 2025.

Richard E. Hines, Mayor

Attest:

Donald Harvey, Town Clerk



Presented by:
Rebecca Caveness, Executive Director



Oct 2025

Chamber Basics

A 501(c)(6) is a tax-exempt, non-profit organization that promotes the common business interests of its members. Unlike charitable organizations (501(c)(3)), a 501(c)(6) exists to serve a specific line of business or profession, not the general public.

Chambers of Commerce:
Organizations that promote the common business interests of all commercial enterprises within a specific geographic community, particularly that of their members.

Primarily funded by membership dues, with supplementary income from grants, events, advertising, and sponsorships.

Chamber Basics

- Independent, membership-based organization
- Separate from municipality, but collaborative partner
- Focused on businesses + community vitality

Chamber vs. Town Government

- Not bound by municipal jurisdiction/rules
- Can be flexible and responsive to member needs
- Shared goals: a thriving Winterville economy and community

Winterville Chamber

The mission of the Winterville Chamber of Commerce is to promote excellence in business and community. To unite local businesses to make a greater impact on the community they serve and to improve the overall quality of life in Winterville.

Advocate

Give businesses a unified voice, and making their needs known

Connect

Build networks between businesses, leaders, and the community

Promote

Highlight local businesses and events

Support

Provide resources, education, and opportunities for growth

Small Business Focus

Majority of our members are under 5 employees - “micro” businesses and “solopreneurs”

Boost Quality of Life

Help create and maintain the slice of the good life here

Support & Collaborate

Supporting others in their missions that align with ours; the Town, other organizations, businesses, civic groups, etc.

Core Priorities





Our Chamber is led by the Executive Director, the organization’s sole staff member. This role is overseen and supported by the Board of Directors, which is made up of dedicated volunteers from within our membership who support the Chamber’s mission and program of work.

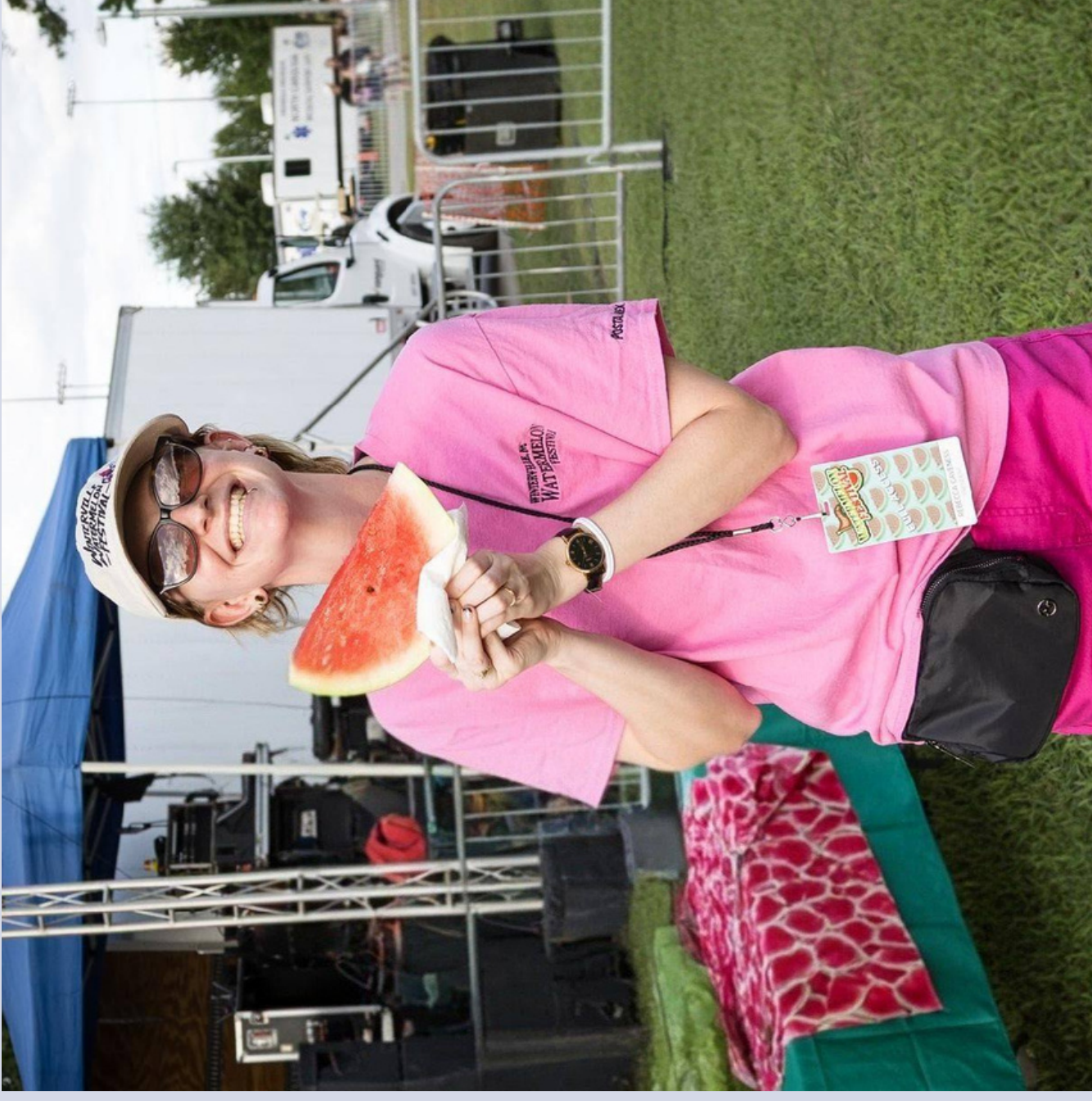
25-26
Board of Directors
ALTON WADFORD
GLENDA WHITE
DAVID ALLEN
DANIELLE HODGES
LISA WILSON
APRIL KELLY
JARED TAUNTON

Director Snapshot

Became Assistant Director in April of 2020,
after volunteering for 2-3 years, became
Executive Director in January of 2021

Grew up in small business, and in
Winterville

A love for people, for helping others, and
for small business



2024 AT A GLANCE



SOCIAL MEDIA PRESENCE



OVER 95K REACH
OVER 7.7K CONTENT
+21% FOLLOWER INCREASE

LOCAL INITIATIVES

Fed 66 families for Thanksgiving

Fundraised for 2 family's Christmas's for WPD Shop with a Cop Program

Fed 6 Area Schools for Back to School Breakfasts/Teacher Snack Boxes

7 Community Awards Given

Every year we see an increase in:

- new members
- member engagement
- programs developed
- local recognition and online reach

Recent Milestones

- Launched our first passport game (failed) and our first community-wide scavenger hunt (succeeded!).
- Successfully hosted our very first Market on the Square Beer Garden.
- Surpassed our sponsorship revenue goal for the first time.
- Held our inaugural golf cart parades.
- Secured three new grants and scholarships this year.



- Successfully hosted our first State of the Community Luncheon.
- Launched and completed our first business accelerator program, BREW (7 graduates).
- Reached a record membership high of 140 members.
- Completed a full overhaul of our bylaws, updated policies and procedures, and adopted both a board code of conduct and a conflict of interest policy.

Town Collaboration

- Market on the Square
- Glow Golf
- Fright Fest
- Morning Mingle at WFD
- Skeleton Adoption with WPD
- Shop with a Cop
- Christmas Market
- Economic and Business Development



—

Annual Celebration & Community Awards

Thanksgiving Meals Initiative

—

State of the Community Luncheon

Shop with a Cop Fundraiser

—

BREW 2.0 Launch

Christmas Market

—

Speed Networking

Spring Student/Business Mixer

What's Ahead

Current Goals

- Strategic Plan
- Tiered Dues



- Leadership Program
- Chamber Facility







TOWN OF WINTERVILLE PUBLIC COMMENT APPLICATION

Name of Applicant: _____

Date: _____

Address: _____

Phone: _____

Town, State, Zip: _____

Email: _____

Town Council Meeting Date Requesting to Provide Comment: _____

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

Name(s) of Speaker(s):

(1) _____

(2) _____

(3) _____

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

Signature

Submit to: don.harvey@wintervillenc.com

07/01/2025

TOWN OF WINTERVILLE PUBLIC COMMENT POLICY

In accordance with the provisions of North Carolina General Statute 160A-81.1, the following policy is hereby established for a Public Comment Period during meetings of Winterville Town Council effective April 14, 2008:

1. A Public Comment Period will be included as an item of business on the agendas of the regular Town Council meetings generally held on the second Monday of each month at 6:00 pm in the Town Hall Assembly Room.
2. A speaker wishing to address the Town Council during the Public Comment Period shall register with the Town Clerk by 5:45 p.m. prior to the opening of the meeting by providing his or her name, address, and a short description of his or her topic on a sign-up sheet available at the entrance to the Assembly Room. Speakers may register with the Town Clerk during normal business hours at any time prior to the scheduled meeting of the Town Council.
3. Speakers will be allowed to speak according to the time at which each registered with the Town Clerk.
4. Speakers with materials to be distributed to the Town Council members should provide them to the Town Clerk at the time of sign-up.
5. The Public Comment Period will be placed on the agenda after the Public Hearing section.
6. The Public Comment Period shall not exceed a total of thirty minutes.
7. When recognized by the Mayor, speakers should approach the podium and state his or her name, address, name of organization, any other relevant information, and the subject that the speaker will be addressing.
8. Each speaker will be allowed a maximum of three minutes to address the Town Council.
9. No more than three speakers shall address the Town Council on any one topic.
10. Items that are the subject of public hearings conducted at the Town Council meeting shall not be discussed during the Public Comment Period, nor shall any other matter not related to the conduct of Town business. Speakers may not use the comment period to make discourteous remarks about the Mayor, Town Council, Town staff, or other residents of the Town.
11. If the time allotted for the Public Comment expires, those who are not heard will be given priority for the Public Comment Period the following month.
12. The Town Council may elect to take no action on any matter presented by a speaker, may schedule the matter for further consideration at a future Town Council meeting, or may refer the matter to Town staff for further review and disposition.
13. No business solicitation will be allowed by members of the general public at any Town meeting.



**TOWN OF WINTERVILLE
PUBLIC COMMENT APPLICATION**

Name of Applicant: Ross Peterson

Date: 11/10/25

Address: 2434 Cannon Road

Phone: 2527177982

Town, State, Zip: Winterville, NC 28590

Email: rhpmaintenanceman@yahoo.com

Town Council Meeting Date Requesting to Provide Comment: 11/10/25

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

Town services

Name(s) of Speaker(s):

(1) Ross Peterson

(2) _____

(3) _____

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


Signature

Submit to: don.harvey@wintervillenc.com

07/01/2025



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 10, 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: 10/29/2025

ABSTRACT ROUTING:

☒ TC: 11/3/2025

☒ TM: 11/3/2025

☒ Final: tlp - 11/3/2025

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- ❖ October 13, 2025 Regular Meeting Minutes.

Budgetary Impact: NA.

Recommendation: Staff recommends Council approve the minutes.



**WINTERVILLE TOWN COUNCIL
MONDAY, OCTOBER 13, 2025 – 6:00 PM
REGULAR MEETING MINUTES**

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, 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 Ricky Hines called the Winterville Town Council meeting to order at 6:00 pm on Monday, October 13, 2025.

INVOCATION: Mayor Hines announced that tonight's invocation would be a moment of silence for Kimora Robinson, a senior at South Central High School who passed away the previous Tuesday. He also asked for prayers for families in Fayetteville who lost three young students and athletes. He requested everyone to pray for these families in their own way during the moment of silence.

PLEDGE OF ALLEGIANCE: Mayor Hines asked everyone to stand for the Pledge of Allegiance.

WELCOME: Mayor Hines welcomed everyone to the October Town Council meeting. In recognition of Breast Cancer Awareness Month, he thanked the Council and Staff for wearing pink and pink ribbons. He shared that this cause holds personal significance for him due to family members dealing with breast cancer. The Mayor reminded everyone that breast cancer affects both women and men, urging regular health screenings. He also acknowledged the importance of mental health awareness, mentioning Councilwoman Harrell would have reminded him if he had forgotten to mention it.

ROLL CALL: Mayor Hines conducted the roll call, confirming that everyone was present.

APPROVAL OF AGENDA: Town Manager Parker noted one amendment to the agenda: an updated abstract related to park hour signage, which had been placed at Council Members' seats in hard copy form.

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Harrell to approve the amended agenda. Motion carried unanimously, 5-0.

PROCLAMATIONS: Town Clerk Harvey presented proclamations for Fire Prevention Week, Public Power Week, and Breast Cancer Awareness. He then read in detail a proclamation honoring Deacon Herman G. Waters Sr., who had passed away during the past week.

Mayor Hines presented the proclamation to family representatives.

PUBLIC HEARINGS:

1. Eli's Ridge Phase 6 Annexation Petition: Planning and Economic Development Director Penn presented the annexation petition for Eli's Ridge Phase 6, submitted by Bill Clark Homes. The property is located between Worthington Road and Laurie Ellis Road within the existing Eli's Ridge subdivision, specifically on Hunter Grace Drive and Eli's Drive. The 8.8-acre site would allow for 24 additional lots to be developed.

Planning and Economic Development Director Penn showed maps indicating that this small addition would be integrated into the existing subdivision. He noted that the area is entirely within the existing subdivision boundaries, with all of the current development surrounding this 8-acre parcel. Staff recommended approval of the annexation petition with an effective date of October 31, 2025.

Councilwoman Roberson asked whether the land requires percolation testing as development extends further back. Planning and Economic Development Director Penn clarified that everything in this development is connected to town sewer, and construction drawings were designed to ensure stormwater meets state requirements by directing it to appropriate ponds.

Town Manager Parker reminded Council that the back half of this development would be served by Eastern Pines Water Corporation rather than the town's water system.

Mayor Hines opened the public hearing for Eli's Ridge Phase 6. No one spoke in opposition to the annexation. No one spoke in favor of the annexation. The Mayor closed the public hearing.

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Smith to approve Eli's Ridge Phase 6 annexation, effective on October 31, 2025. Motion carried unanimously, 5-0.

PUBLIC COMMENT: Mayor Hines read the public comment policy, explaining that the 30-minute period provides residents an opportunity to comment on agenda items or address the council on town-related matters. Individual speakers are limited to three minutes, with no more than three speakers addressing a single matter.

Mat de Jesus spoke about police officers, specifically praising Winterville's Police Force. She recounted how at last Thursday's bingo game, Officer Hamilton won a prize and gave it to her, demonstrating what she called "a good cop." She emphasized that while bad cops elsewhere do horrific things that make people think all cops are bad, Winterville has good officers who serve the community well. She wanted to give Officer Hamilton "a big hug" for his kindness and noted that he helps many people throughout town, not just her.

CONSENT AGENDA: Items included in the Consent Agenda:

1. Approval of Council Meeting Minutes.
2. Budget Amendment 2025-2026-3.
3. Federal Awards Compliance Policies.
4. Equipment Reimbursement Resolution.
5. Halloween Event Street Closing.
6. ServePro Mold Remediation Contract.
7. Piedmont Service HVAC Maintenance Contract.
8. 2020 Sewer Pump Station TA Loving Change Order 4A.
9. ADA Compliance Study and Assessment, TO 44; The Wooten Company.

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Roberson to approve the consent agenda

Before the vote, Councilwoman Roberson asked for clarification about the Halloween event street closing. Town Manager Parker asked Police Chief Williams to explain. Police Chief Williams described that every year they close the one side where Tie Breakers is located for the Halloween event. This year, due to growth of the event and the addition of a drunk driver motor vehicle safety symposium, they need to close the entire block. He explained that Mill Street and Church Street provide alternate routes and closing the full block for three hours on a Sunday afternoon should not seriously impact traffic. The closure is to ensure pedestrian safety as people move through the neighborhood. Town Manager Parker confirmed that area businesses had been informed and usually participate in the event. Councilwoman Roberson wanted to ensure everyone understood that both sides of the street near the police station would be closed.

Motion carried unanimously, 5-0.

OLD BUSINESS:

1. Little Property Utility Service: Town Manager Parker reminded council that in August, they had discussed parcel number 93214 on Davenport Farm Road, known as the Little property. The property owners had requested water and electric services, both of which are in the town's service area. Council had voted not to provide services due to lack of immediate utilities ready to extend.

Town Manager Parker explained that council had missed taking the second necessary vote to request Greenville Utilities Commission (GUC) to serve this property. She asked council to retroactively approve GUC serving this property with water and electric services. Councilwoman Smith asked for clarification about the process, expressing concern about GUC coming into town territory and wanting assurance about written agreements. Town Manager Parker explained that the town would send a letter requesting GUC to serve this specific property, and GUC's head of water resources had already reached out about formally identifying and accepting specific properties.

Mayor Pro Tem Moye noted that the cost for the town to provide service would have been prohibitive for that one resident. Town Manager Parker confirmed it would have been very expensive and that the property owners were ready to move forward immediately while the town was not prepared to do so. She mentioned that services were already underway.

Councilwoman Roberson observed that she had noticed Greenville Utilities working on that road and had wondered about it given the previous discussions. Town Manager Parker emphasized this action would formalize the decision for the record, ensuring clarity for future reference about council's action. She clarified that only this specific property would be served by GUC, not the entire area, and future vacant properties would be addressed as requests come in.

Motion made by Councilwoman Harrell and seconded by Mayor Pro Tem Moye to retroactively approve Greenville Utilities to serve parcel number 93214 of the Little property with water and electric services.

During discussion, Councilwoman Smith expressed concern about ensuring this does not happen again without proper approvals. Town Manager Parker assured that future requests would come before council and staff would coordinate with Greenville Utilities to ensure all approvals are in place.

Motion carried unanimously, 5-0.

Mayor Hines welcomed County Commissioner Smith to the meeting.

NEW BUSINESS:

1. Southbrook Phase 2 Preliminary Plat (Revised).

Planning and Economic Development Director Penn presented a revised preliminary plat for Southbrook Phase 2; which council had originally approved in April. The applicant, Southbrook NC LLC (Scott Moore), discovered they could relocate 16 lots to avoid crossing a stream with a Neuse River riparian buffer.

Planning and Economic Development Director Penn explained the development maintains the same total of 336 single-family detached and 44 single-family attached lots. The average lot size decreased slightly from 8,491 to 7,962 square feet due to redistributing the 16 lots throughout the existing phase 2 area. Single-family attached lots remain at 2,200 square feet.

He showed maps indicating where the original plan would have required a bridge crossing the riparian buffer for 16 lots. The revised plan terminates the road before the stream and redistributes those lots throughout the 245-acre Phase 2 development. Planning and Economic Development Director Penn noted this represents a better design for all parties - the developer, town, future residents, and environment. The Planning and Zoning Board unanimously recommended approval.

Scott Moore, the developer, addressed Mayor Hines' question about green space, confirming that the changes actually add more open space since areas that would have been lots are now preserved. The 16 lots previously isolated in a corner are now integrated throughout the development.

Mayor Pro Tem Moye expressed repeated concerns about whether the smaller lots would be mixed with larger single-family homes and if this would affect property values. Both Planning and Economic Development Director Penn and Scott Moore assured him that the same housing types are maintained single-family lots remain single-family lots, just redistributed within the development. The design remains cohesive with no value differences.

Councilwoman Hawkins asked about infrastructure capacity, flooding concerns, and how the town ensures the additional density will not strain systems. Planning and Economic Development Director Penn explained that after preliminary plat approval, the applicant submits construction drawings that are reviewed by the technical review committee, including all town departments and external agencies like the Department of Transportation. These reviews ensure all standards and requirements for stormwater management and infrastructure are met.

Mayor Pro Tem Moye continued to express concern about the integration of the 16 relocated lots among the larger development. Scott Moore clarified that with miles of roadway in Phase 2, they could absorb the 16 lots without taking away open space. He emphasized this actually improves safety by not having an isolated group of homes in a corner where emergency response would take longer - instead, they are enveloped into the larger community.

Councilwoman Roberson asked what would happen to the land where the 16 lots were originally planned. Scott Moore stated it would be given over to open space, maintained by the community HOA as heavily treed area with no current plans for development. Planning and Economic Development Director Penn confirmed the plat includes a "non-buildable open space" designation that would require council approval to change in the future.

Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to approve Southbrook Phase 2 Preliminary Plat (Revised). Motion carried unanimously, 5-0.

2. WHRB Advisory Board Appointment – College Member.

Town Clerk Harvey explained that the Winterville Human Relations Board can have up to two high school and two college/university student representatives from schools serving Winterville. These would be non-voting members. The board recommended appointing Chantassia Morris, who had submitted an application.

Motion made by Councilwoman Hawkins and seconded by Councilwoman Harrell to appoint Chantassia Morris, describing her as a continual volunteer with the Winterville Human Relations Board, an up-and-coming future leader in Winterville, and a human relations major at Pitt Community College.

Councilwoman Harrell asked about the nomination process, confirming with Town Clerk Harvey that it followed the same process as other voluntary board appointments, including posting in the Daily Reflector. Harvey noted they continue recruiting and the Human Relations Board is making efforts to reach out to schools serving Winterville.

Councilwoman Hawkins added that Chantassia had applied in July, they extended the application process, and the youth subcommittee continues trying to target college students. She encouraged any interested college students to apply.

Councilwoman Roberson stated she would like to see efforts to recruit more people from area high schools to serve on the board. While not opposing the applicant, whom she called "a fine young lady," Roberson expressed concern about the appearance of favoritism and believed they should have more than one application. She felt they should offer everyone the same opportunity.

This comment sparked an emotional response from Councilwoman Hawkins, who revealed that Chantassia Morris is her 20-year-old daughter. Hawkins strongly objected to the suggestion of favoritism, arguing there should be no exclusion because she is her daughter. She questioned what message this sends to youth - that if you are someone's daughter, you cannot participate on boards. Hawkins emphasized that her daughter had been volunteering for over a year, met all criteria, and simply wanted to volunteer without pay. She expressed sadness that the word "favoritism" was even mentioned and announced she would ask her daughter to withdraw her participation from the board. "That shouldn't have happened," she stated, clearly upset by the implication.

After calling for the question, Councilwoman Hawkins asked to withdraw the appointment, saying "Let us withdraw that appointment. That shouldn't have happened." Town Attorney Lassiter explained the procedural requirements: since there was a motion and second, either they vote or the person making the motion could ask to withdraw it, which would require council approval since it had been seconded.

Councilwoman Hawkins withdrew her motion to appoint her daughter Chantassia Morris as a college member and. Councilwoman Harrell withdrew her second.

The matter was withdrawn from consideration.

3. Park Hours Signage.

Parks and Recreation Director White presented the issue of inconsistent park hours signage across the town's three parks (Hillcrest Park, Water Tower Park, and Winterville Recreation Park). Currently, one park entrance shows "sunrise to sunset," another shows "7 am to sunset," and a third displays both signs. Staff initially recommended standardizing posted hours to 5 am to 9 pm at all park entrances to eliminate confusion and ensure consistency.

Motion made by Councilwoman Harrell and seconded by Mayor Pro Tem Moye to standardize the posted hours to all three parks from 5 am to 9 pm.

Councilwoman Hawkins initiated extensive discussion, reminding council that in August she had requested extended hours during summer but was told it was not safe after dark. She questioned why it would now be safe at 9 pm year-round when winter darkness comes much earlier. She also asked whether Winterville has a policy or ordinance regulating public park hours, arguing that without one, they cannot properly regulate park usage.

Town Manager Parker responded that staff had examined multiple factors including safety calls at all parks, utilization patterns, and current usage by people already using parks outside posted hours. Town Attorney Lassiter confirmed the council has statutory authority to set hours of operation for town properties and voting on this would establish that policy.

Councilwoman Hawkins persisted, noting that until now there had been no formal policy or ordinance, yet people had been told to leave parks at certain times. She expressed concern about the lack of definitive hours and how disputes might be resolved if law enforcement and park users disagree about sunset timing. She emphasized the need for definitive hours rather than subjective "sunrise to sunset" terminology, especially for children who might not understand these terms.

Councilwoman Smith disagreed with the 5 am to 9 pm proposal, expressing safety concerns about four hours of darkness during winter evenings. She stated she would prefer maintaining sunrise to sunset hours but with consistent signage across all parks. She expressed confidence that constituents can use phones, news, or weather apps to determine sunrise and sunset times.

At Councilwoman Harrell's request, Police Chief Williams addressed the safety concerns. He stated that problems in parks after hours typically involve property damage - damaged water fountains, graffiti on tables, and inappropriate vehicle activities. While not necessarily violent crime, he agreed with Councilwoman Smith that Hillcrest Park is not well-lit enough for safe use after dark. He suggested that adequate lighting would change his position on extended hours.

Councilwoman Hawkins pressed the chief about damage to property, asking for evidence and witnesses to these incidents. She questioned how they could definitively attribute damage to after-hours use versus daytime use. Chief Williams acknowledged that damage occurs during daylight hours too, but people feel more emboldened to damage property at night. He specified that Winterville Recreation Park and Hillcrest Park receive the most damage reports, while Water Tower Park has minimal issues due to limited facilities.

Councilwoman Hawkins reiterated her points about the inconsistency between August's safety-based rejection of extended hours and the current proposal. She emphasized that she has not advocating for people to be out of decorum but is delivering a message about undefined, subjective hours creating enforcement problems.

Motion failed, 2-3. Councilwoman Hawkins abstained and Mayor Pro Tem Moye, Councilwoman Roberson, and Councilwoman Smith opposed.

Motion made by Councilwoman Smith and seconded by Councilwoman Roberson to have consistent signage across all parks stating that parks are open from sunrise to sunset.

Councilwoman Hawkins argued this was not definitive enough and continued to stress the lack of policy or ordinance for regulation. She maintained that without definitive hours, enforcement would be problematic when law enforcement and citizens disagree about what constitutes sunset.

Motion carried unanimously, 5-0. Councilwoman Hawkins abstained.

4. River City Contract.

Electric Director Mills explained that staff sought approval for permanent part-time employees to be absorbed by a third-party contractor. Local Government Employees Retirement System restrictions limit these employees' availability, and employment under a third-party contractor would lift these restrictions, benefiting the electric department.

Town Attorney Lassiter stated he had reviewed the first two pages of the contract, which were based on a document he helped draft in 2008. However, he had questions about the attachments (Exhibits A and B) and requested either tabling the item to November or approving it subject to his review and revisions of the exhibits. Mayor Hines preferred tabling the item until everything could be properly reviewed, as he would need to sign the contract.

Motion made by Councilwoman Roberson and seconded by Councilwoman Harrell to table the River City contract until approved by the attorney. Motion carried unanimously, 5-0.

Mayor Hines called for a five-minute recess. After resuming the meeting, he moved to the next agenda item.

OTHER AGENDA ITEMS:

1. Multipurpose/Community Center: Line Items Request of Expense (\$25,000) Initially requested in August 2025. (Councilwoman Hawkins).

Councilwoman Hawkins requested line items of expenses for the \$25,000 set aside for the community center, having initially asked for this disclosure in August.

Town Manager Parker explained that the \$25,000 (with additional funds in the current budget year) is in a reserve account that staff cannot access without council approval. She listed expenses already incurred from other budget sources: asbestos testing and removal at the old church, demolition of the old concrete basketball court and picnic shelter by staff, and upcoming design phase expenses with McGill. Town Manager Parker offered to email council an accounting of money spent but clarified these expenses were not deducted from the reserved \$25,000.

Councilwoman Hawkins sought clarification about the reserve account and when funds could be used. Town Manager Parker explained that council decides when and how to spend reserve funds, typically for construction or later project phases. Money spent so far came from other budgets like public buildings and staff time.

Councilwoman Hawkins expressed frustration that this was not explained in August when she was told money had been spent on various items. She then delivered an impassioned statement about the 20-year duration of community center discussions. She argued that "when there's a will, there's a way," noting the town's ability to build homes, buy properties, and handle annexations. She asserted that with council cooperation and skilled workers and residents, a community center could be built within a month, calling the 20-year timeline "unbelievable."

Town Manager Parker responded that she had been with the town for 16 of those 20 years and purchasing the property behind the depot was the first real step toward the project. She stated it would be impossible to build and fund a multi-purpose facility in one month, noting that borrowing \$20 million would alone take multiple months for approval processes. Town Manager Parker emphasized that every step since identifying the Chapman property has been important, but council must soon decide how to fund the project.

Councilwoman Hawkins maintained that the community has discussed a center for 20 years, with Chapman Street identified two years ago. She distinguished between a simple community center where people can gather versus a complex multi-purpose facility, arguing that Winterville residents need a place to commune without all the intricacies.

2. Sunshine List: Dissemination of Information to the public by way of emails. (Councilwoman Hawkins).

Councilwoman Hawkins explained the Sunshine List as an advantageous resource for residents. By emailing Town Clerk Don Harvey at don.harvey@wintervillenc.com, citizens can join a list to receive notifications about town meetings and events. She noted many people do not know about this service and encouraged everyone to sign up by providing their email address or designating a specific email for notifications.

3. Items Placed on Agenda by Town Councilwoman: Precursor of Censorship/Restriction of Representation of Voice. (Councilwoman Hawkins).

Councilwoman Hawkins addressed what she perceived as censorship attempts. She noted that Mayor Hines had misread "precursor" as "persecution" but stated she did feel persecuted for speaking on behalf of the people.

She referenced a prospective policy introduced last month requiring 2-3 sentence synopses for agenda items, with unclear items potentially pushed back for clarification. Hawkins viewed this as a screening mechanism and precursor to censorship that infringes on free speech. She pointed out that the current agenda contains no explanatory sentences for items in new business or elsewhere, questioning why restrictions would apply only to her agenda section. She stated she is never said anything obscene, profane, or belligerent - only speaking about what is needed, suggested, and deserved.

Councilwoman Smith clarified for the audience that council receives comprehensive agenda packets in advance, often 200 pages including abstracts, explanations, documentation, contracts, and departmental reports. She emphasized they do not arrive with just one page and have substantial reference materials.

Mayor Hines responded that no one on the board is trying to silence anyone, emphasizing they all took an oath to serve. He acknowledged they will sometimes disagree but must move forward. He also noted that once people enter the chamber, decorum must be maintained. Citizens have the right to voice concerns during public comment periods or submit written comments through the clerk.

Councilwoman Hawkins strongly objected, saying she never suggested people should be out of decorum. She reiterated that citizens are at the top of the organization and characterized the mayor's response as part of a pattern of opposition whenever she speaks. She stated she will not speak in a manner anyone dictates, as she is delivering messages to Winterville's people. She maintained that everything she is put on the agenda has been scrutinized, but board members stand on their own principles. Not following the status quo does not mean being against anyone - it means having the wherewithal to speak your beliefs, which she hopes will be respected.

4. Town Organizational Map: Hierarchy and Structure of Town. (Councilwoman Hawkins).

Councilwoman Hawkins discussed the town organizational map presented during the 2024 vision setting meeting, which she could not locate for the meeting. She emphasized that citizens sit at the top of the organization, followed by town council, then the town manager and staff.

She stressed this shouldn't be confused with town staff or manager coming first: "The citizens are at the top of this town. You get to say what happens in this town. This is your town hall." She urged citizens not to let anyone make them feel like they are infringing or walking into someone else's house. "This is your town, and you have a right to be here. You have a right to speak. You have a right to get anything that is deserving."

Hawkins suggested the organizational map should be displayed with council photos or elsewhere, noting this should not be the first-time people hear about it. She concluded by quoting A.G. Cox: "The town is of its people."

Mayor Hines responded diplomatically, speaking for himself and the board, asserting no one is against anyone on the board. He reiterated they are there to serve, will agree to disagree, and move forward. He maintained no one is "blatantly trying to silence anybody" as all have a voice and took an oath. He again emphasized the need for decorum in chambers and noted the public comment section's availability for citizen concerns, including written submissions.

Councilwoman Hawkins had the final word, clarifying she never said anything about being out of decorum - she was simply letting people know they are at the top of the organization. She characterized this as another example of opposition whenever she speaks. She reiterated she is delivering messages to Winterville's people and will not modify her approach to suit others. While acknowledging they are a board together, she emphasized they stand on individual principles. She distinguished between not following the status quo versus being against people, hoping for respect for having the wherewithal to speak one's beliefs.

Town Manager Parker offered to provide copies of the organizational chart she created to council or anyone requesting one.

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

1. Town Strategic Plan.
2. Amendments to Code of the Ordinances / Council Rules of Procedures.
3. Accessory Dwelling Units.

Town Manager Parker noted three items continuing from previous months: Town Strategic Plan, Amendments to Code of Ordinances/Council Rules of Procedures, and Accessory Dwelling Units. She mentioned these would need scheduling, possibly during the annual planning meeting.

Regarding accessory dwellings, Town Manager Parker noted pending state legislation may require allowing them, with a deadline of January 2027 for towns to implement their own local ordinances. This provides time for Winterville to craft regulations with local considerations.

Council discussed the timing relationship between the strategic plan development and the annual planning meeting. Councilwoman Roberson felt the strategic plan should inform the annual meeting. Town Manager Parker explained they could have the annual meeting in late January as usual to set 2026 goals, then reassess priorities once the strategic plan is approved. She noted the annual planning meeting covers items beyond the strategic plan's scope and that while the strategic plan would inform budget considerations, they could create a budget without completing the strategic plan first.

WRITTEN REPORTS FROM DEPARTMENT HEADS: (October). Department Head quarterly reports were included in Agenda Packet.

ANNOUNCEMENTS: Town Clerk Harvey gave the following announcements:

Town Clerk Harvey highlighted November holidays when town offices would close and reminded everyone about the Thanksgiving holiday closure. He provided extensive details about early voting schedules:

- Early voting begins October 16 across the river only (not in Winterville).
- Starting Monday, October 27, early voting would be available at the community room for five days.
- Saturday voting would be held at the community room.
- Election Day is Tuesday, November 4.

Town Clerk Harvey delivered important information about polling location changes: voters who previously voted at Christ Church on Davenport Farm would vote at the Operations Center this year only, then at Reedy Branch Church next year. He noted the Board of Elections mailed notices to affected voters. When Councilwoman Roberson mentioned not receiving her notice despite being in that district, Harvey recommended contacting the Board of Elections. The town agreed to post this information on various outlets to prevent voter confusion.

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

Town Attorney Lassiter reported no items.

Councilwoman Smith thanked veterans in advance of Veterans Day for their service in all branches, acknowledging their support of country and communities. She thanked staff and council and wished everyone a wonderful evening.

Councilwoman Roberson echoed thanks to veterans and staff for keeping the town running well. She asked about the Veterans Day program, with Harvey noting he had not received information but would distribute it once available.

Councilwoman Shantel Hawkins shared a Maya Angelou quote: "Do the best you can until you know better. Then when you know better, do better." She emphasized the importance of doing better when we see things that are not right, reiterating that "leadership is not being in charge, it is being in service."

She encouraged voting, explaining that votes give elected officials "the key to unlock opportunities, ideas, and everything else you are deserving," but also "the key to lock things down, block things, and stagnate things." She declared voting as power that should not be taken away.

As the granddaughter of a World War II veteran and daughter of a Vietnam veteran, she thanked all veterans ensuring the country's safety. She proclaimed herself a proud American serving with "allegiance to my country and to the people being of, for, and by the people."

Councilwoman Harrell thanked citizens for attending and remaining throughout the meeting, praised staff's amazing work, and expressed gratitude for veterans across the county and country.

She thanked everyone who attended the Right for Revival ribbon cutting, including council members and Sheriff Paula Dance. She emphasized the mobile market's critical role in addressing food insecurity, noting that despite Winterville's 86% homeownership rate, the town still has unhoused and hungry residents in need. She encouraged visiting the Right for Revival Mobile Market on Thursdays at 2 PM, where they cook nutritious samples and provide recipes.

Acknowledging World Mental Health Day (October 10), she urged people not to judge what they do not understand, to help stop mental health stigma, and to remember that "asking for help is strength." She concluded by wishing good luck to all election candidates.

Mayor Pro Tem Johnny Moya thanked everyone for attending and asked about follow-up on a barking dogs' complaint. Town Manager Parker confirmed staff had responded, spoken with the homeowner, and reached out to the complainant. She noted the animal control contract with the county is still being finalized between attorneys, with Town Attorney Lassiter confirming he expected completion within a week. Town Manager Parker mentioned they would be reviewing local regulations, particularly regarding maximum numbers of dogs, specifically addressing six-month-old puppies where the situation is most problematic.

Mayor Pro Tem Moya offered poignant remarks about the loss at South Central High School. "No one ever thinks that when your child leaves home in the morning that you won't be able to touch, feel, and talk to them again." He urged everyone to hug, kiss, and love their children, not taking them for granted, while also asking youth not to take parents for granted. He expressed prayers for the family.

Town Manager Parker presented new Winterville brochures created through collaboration between the chamber and town, describing them as well-done trifold maps with maps on the back. She noted a larger, more definitive map project covering Greenville and greater Pitt County is in final review. The brochures will be available at welcome centers and the chamber. She concluded by thanking staff, saying "Couldn't do it without you."

Mayor Ricky Hines echoed appreciation for veterans, specifically acknowledging Town Attorney Lassiter's service. He then shared deeply personal reflections about Kimora Robinson's death, describing how it "hit hard" and challenged him as mayor to lead the community through tragedy. It reminded him of losing loved ones.

He recounted visiting the Robinson family with Luther Hemby, bringing a card on behalf of the town, listening to the family, and offering comfort and support. The mayor was moved by the community's outpouring of calls from people wanting to help. He thanked the community, saying "that's who we are. We are Winterville. The word says, 'a slice of the good life.'" He noted that while he usually explains this refers to the letters at the beginning and end of "Winterville," what really matters are "the words in between." He praised how everyone filled the gap when the family needed support: "that's what makes us Winterville."

ADJOURN:

Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Harrell to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 8:04 pm.

Adopted this the 10th day of November 2025.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk

DRAFT



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 10, 2025

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Rucker Farm Rezoning.

Action Requested: Schedule Rezoning's Public Hearing for December 8, 2025 Meeting.

Attachment: Rezoning Application, Map, Legal Description, Staff Report, P&Z Rezoning Consistency and Reasonableness Vote, and Town Council Draft Rezoning Consistency and Reasonableness Vote.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 10/28/2025

ABSTRACT ROUTING:

☒ TC: 11/3/2025

☒ TM 11/3/2025:

☒ Final: tlp - 11/3/2025

Supporting Documentation

Applicant: Garden Street Communities Southeast, LLC.

Location: Southwestern Corner of Laurie Ellis Road and Old Tar Road.

Parcel Numbers: 92800 & 23077.

Site Data: 109.55 acres.

Current Zoning: Agricultural- Residential. (AR).

Proposed Zoning: R-10 Conditional District (CD).

- Condition: Development will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

Comprehensive Plan/Future Land Use Plan's Recommendation: Suburban Residential.

Staff Analysis:

The 109.55-acre property is currently vacant. The surrounding properties are mostly residential, agricultural land, with some rural residential homes. The proposed R-10 CD rezoning is consistent with the development trends in the area and is consistent with the Comprehensive Land Use Plan.

Staff recommends **approval** of the rezoning request from A-R to R-10 CD with the condition that the development will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

Planning and Zoning Board unanimously recommended **approval** at their October 20, 2025 meeting.

Budgetary Impact: NA.

Recommendation: Staff recommends scheduling public hearing for December 8, 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: Garden Street Communities Southeast, LLC

Address: 100 W. Garden St. 2nd Floor, Pensacola FL, 32502

Phone #: (919) 605-4962

Owner: Lorraine Rucker Laurie Howard Ellis Jr Trust

Address: 4433 Norris Store Rd, Ayden, NC 28513 1036 Madison Ave, San Diego, CA 92116

Phone #: _____

PROPERTY INFORMATION

Parcel #: 23077 / 92800 Area (square feet or acres): +/- 109.55

Current Land Use: Vacant

Location of Property: 2832 Rucker Farm Lane Winterville, NC / 2844 Rucker Farm Lane, Winterville, NC

ZONING REQUEST

Existing Zoning: AR Requested Zoning: R-10 conditional district

Reason for zoning change: The proposed development will be residential and the R-10 zoning matches the proposed use. Rezoning will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

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, Robert Paschal, 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 ____/____/____.

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.

P. Ellis
Signature

9/18/2025
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.

I, PEDRO BALDERAS ELLIS, being the Owner of the property described herein, do hereby authorize ROBERT PASCHAL as agent for the purpose of this application.

P. Ellis
Signature

9/18/2025
Date

Sworn to and subscribed before me, this _____ day of _____, 20____.

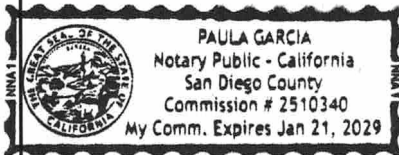
see attached [Signature]
Notary Public

My Commission Expires:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 18
day of September, 2025, by Pedro Balderas
\$11.5,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Paula D

OWNER/AGENT STATEMENT

I, Robert Paschal, 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 ____/____/____.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance my 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.

Lorraine Rucker
Signature

9-19-25
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.

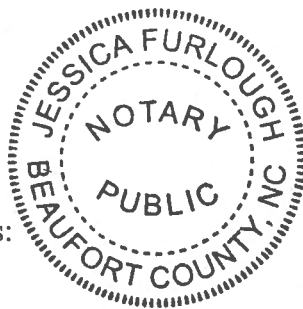
- All owners of the property must sign the application.

I, Lorraine Rucker, being the Owner of the property described herein, do hereby authorize Robert Paschal as agent for the purpose of this application.

Lorraine Rucker
Signature

9-19-25
Date

Sworn to and subscribed before me, this 19th day of September, 2025.



Jessica Furlough
Notary Public

My Commission Expires:

2-14-27

Staff Use Only

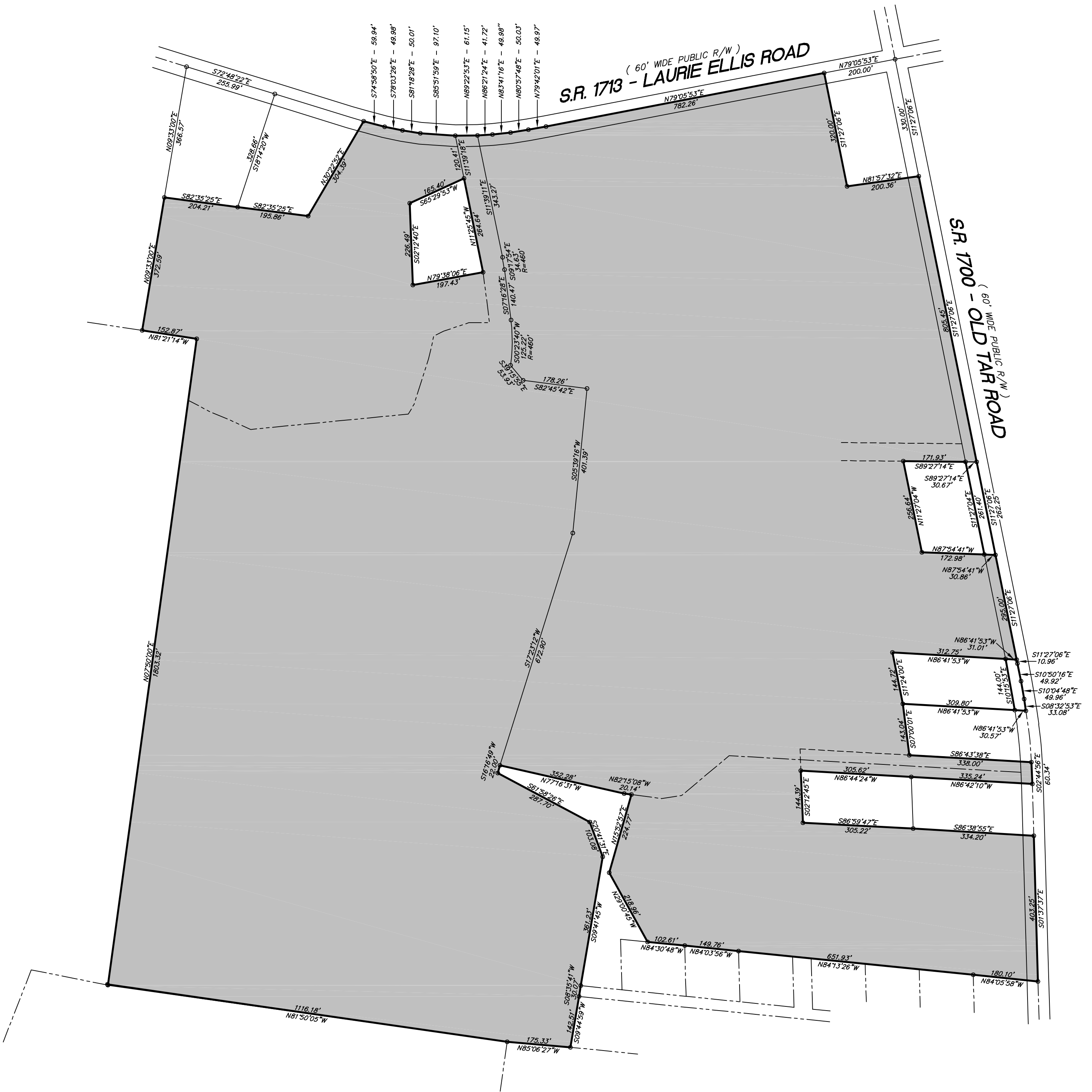
Appl. #: _____ Fee Amount _____ Date Paid _____

Planning Board Recommendation: APPROVED ☐ Meeting Date: _____
DENIED ☐

Conditions/Comments: _____

Town Council Decision: APPROVED ☐ Meeting Date: _____
DENIED ☐

Conditions/Comments: _____



Rucker Farm Rezoning Map



GRAPHIC SCALE: 1 inch = 200 feet

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

Beginning at a Point, said Point being a PK Nail located at the intersection of SR 1713 and SR 1700, thence S 11 degrees 27 minutes 06seconds East for a distance of 330 feet to a point along the centerline of SR 1700, being the northeastern corner of the Ellis Pedro Balderas Trustee Laurie Howard Ellis Jr Exempt Descendants Trust Etal tract as described and recorded in Deed Book 4561, Page 301 in the Pitt County Register of Deeds.

Thence, from said Point of Beginning, along the centerline of line of SR 1700, S 11 degrees 27 minutes 06 seconds East for a distance of 805.45 feet;

Thence, cornering S 89 degrees 27 minutes 14 seconds East for a distance of 30.67 feet;

Thence, along the northern line of the Greenville Utilities Commission property S 89 degrees 27 minutes 14 seconds E for a distance of 171.93';

Thence, cornering along the western line of the Greenville Utilities Commission property N 11 degrees 27 minutes 04 seconds West for a distance of 256.64 feet;

Thence, cornering along the southern line of the Greenville Utilities Commission property N 87 degrees 54 minutes 41seconds West for a distance of 172.98 feet;

Thence, N 87 degrees 54 minutes 41 seconds West for a distance of 30.86 feet;

Thence, cornering along the Centerline of SR 1700 S 11 degrees 27 minutes 06 seconds East for a distance of 295.00;

Thence, cornering N 86 degrees, 41 minutes, 53 seconds West for a distance of 31.01 feet;

Thence, along the northern line of the Anita Griffin property N 86 degrees 41 minutes 53 seconds West for a distance of 312.75 feet;

Thence, cornering along the west line of the Anita Griffin property S 11 degrees 24 minutes 00 seconds East, for a distance of 144.72 feet;

Thence, along the western line of the Sara Rollins Saringer Life Estate Sara Maureen Saringer Remainder Etal. property S 07 degrees 00 minutes 01 seconds for a distance of 143.04 feet;

Thence, cornering along the southern line of the Sara Rollins Saringer Life Estate Sara Maureen Saringer Remainder Etal. property S 86 degrees 43 minutes 38 seconds East for a distance of 338 feet to the Centerline of SR 1700;

Thence, cornering along the centerline of SR 1700 S 02 degrees 44 minutes 56 seconds East for a distance of 60.34 feet;

Thence, cornering along the northern line of the Susan Burke Brogden property N 86 degrees 42 minutes 10 seconds West for a distance of 335.24 feet;

Thence, along the northern line of the Belinda and Michelle Yanda property N 86 degrees 44 minutes 24 seconds West for a distance of 305.62 feet;

Thence, cornering along the western line of the Belinda and Michelle Yanda property N 02 degrees 12 minutes 45 seconds East for a distance of 144.39 feet;

Thence, cornering along the southern line of the Belinda and Michelle Yanda property S 86 degrees 59 minutes 47 seconds East for a distance of 305.22 feet;

Thence, along the southern line of the Susan Burke Brogden property S 86 degrees 38 minutes 55 seconds East for a distance of 334.20 feet to the centerline of SR 1700;

Thence, cornering along the Centerline of SR 1700 S 01 degrees 37 minutes 37 seconds East for a distance of 403.25 feet;

Thence, cornering along the northern line of the Ellis Woods Subdivision N 84 degrees 05 minutes 58 seconds West for a distance of 180.10 feet;

Thence N 84 degrees 13 minutes 26 seconds West for a distance of 651.93 feet;

Thence N 84 degrees 03 minutes 56 seconds West for a distance of 149.76 feet;

Thence N 84 degrees 30 minutes 48 seconds West for a distance of 102.61 feet;

Thence, cornering, N 29 degrees 00 minutes 45 seconds West for a distance of 218.96 feet;

Thence, N 15 degrees 52 minutes 57 seconds East for a distance of 224.77 feet;

Thence, cornering N 82 degrees 15 minutes 08 seconds West for a distance of 20.14 feet;

Thence, N 77 degrees 16 minutes 31 seconds West for a distance of 352.28 feet;

Thence, cornering S 16 degrees 16 minutes, 49 seconds West for a distance of 22.00 feet;

Thence, cornering S 61 degrees 58 minutes 26 seconds East for a distance of 287.70 feet;

Thence, S 20 degrees 41 minutes 31 seconds East for a distance of 103.08 feet;

Thence, S 09 degrees 41 minutes 42 seconds West for a distance of 361.23 feet;

Thence, S 08 degrees 35 minutes 41 seconds West for a distance of 30.07 feet;

Thence, S 09 degrees 44 minutes 59 seconds West for a distance of 142.51 feet;

Thence, cornering along the northern line of the Jason Thomas property N 85 degrees 06 minutes 27 seconds West for a distance of 175.33 feet;

Thence, along the northern line of the Robert Edwards property N 81 degrees 50 minutes 05 seconds West for a distance of 1,116.18 feet;

Thence, cornering along the eastern line of the SouthbrookNC, LLC property N 07 degrees 50 minutes 00 seconds East for a distance of 1,803.32;

Thence, cornering N 81 degrees 21 minutes 14 seconds West for a distance of 152.87 feet;

Thence, cornering N 09 degrees 33 minutes 00 seconds East for a distance of 372.59 feet;

Thence, cornering along the southern line of the Town of Winterville property S 82 degrees 35 minutes 25 seconds East for a distance of 204.21 feet;

Thence, along the southern line of the Hans Peter and Carrie Kattentidt property S 82 degrees 35 minutes 25 seconds East for a distance of 195.86 feet;

Thence, cornering N 30 degrees 22 minutes 52 seconds East for a distance of 304.39 feet to the centerline of SR 1713;

Thence, cornering along the centerline of SR 1713 S 74 degrees 58 minutes 50 seconds East for a distance of 59.94 feet;

Thence along the centerline of SR 1713 S 78 degrees 03 minutes 26 seconds East for a distance of 49.98 feet;

Thence along the centerline of SR 1713 S 81 degrees 18 minutes 28 seconds East for a distance of 50.01 feet;

Thence along the centerline of SR 1713 S 85 degrees 51 minutes 59 seconds East for a distance of 97.10 feet;

Thence along the centerline of SR 1713 N 89 degrees 22 minutes 53 seconds East for a distance of 61.15 feet;

Thence along the centerline of SR 1713 N 86 degrees 21 minutes 24 seconds East for a distance of 41.72 feet;

Thence along the centerline of SR 1713 N 83 degrees 41 minutes 16 seconds East for a distance of 49.98 feet;

Thence along the centerline of SR 1713 N 80 degrees 57 minutes 48 seconds East for a distance of 50.03 feet;

Thence along the centerline of SR 1713 N 79 degrees 42 minutes 01 seconds East for a distance of 49.97 feet;

Thence along the centerline of SR 1713 N 79 degrees 05 minutes 53 seconds East for a distance of 782.26 feet;

Thence, cornering along the western line of the Karl Wesley McLawhorn, Jr property S 11 degrees 27 minutes 06" East for a distance of 320.00 feet;

Thence, cornering N 81 degrees 57 minutes 32 seconds East for a distance of 200.36 to Point of Beginning.

Containing 109.55 acres more or less.

Less and Except the Hilda Stokes McGlohon Property along Rucker Farm Lane recorded in Deed Book 3033 Page 109, Pitt County Register of Deeds containing 1.00 acres more or less.

Total property to be rezoned is 108.55 acres more or less.



Town of Winterville Planning Department

Zoning Staff Report

GENERAL INFORMATION

APPLICANT	Garden Street Communities Southeast, LLC.
HEARING TYPE	Rezoning Request
REQUEST	R-10 Conditional District (CD). Condition: Rezoning will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.
LOCATION	Southwestern Corner of Laurie Ellis Road and Old Tar Road.
PARCEL ID NUMBER(S)	92800 & 23077.
PUBLIC NOTIFICATION	Adjacent property owners were mailed notification of the rezoning request and P&Z Hearing on 10/3/25. Notification was posted on site on 10/3/25. Thirty-Six properties were mailed notification.
TRACT SIZE	109.55 +/- acres
TOPOGRAPHY	Flat
VEGETATION	Wooded Land & Cleared Agricultural Land.

SITE DATA

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

ADJACENT PROPERTY	ZONING	ADJACENT LAND USE
N	R-10 CD (Brookfield) Conditions: 1. Minimum of 1,525 sf of heated space per home. 2. All homes shall have brick/stone and vinyl fronts.	Brookfield Residential Subdivision
W	R-6 and M-R CD Planned Unit Development (PUD) (Southbrook). Conditions are detailed within the PUD Documents.	245.43 Acre development with 612 residential units (154 will be Single Family Attached) has been proposed and approved. Land disturbance has begun for the first phase.
E	R-10 CD (Mellon & Neal Rezoning's)	Mostly Vacant agricultural and wooded land. Expecting single



	Conditions: R-10 Conditional District in which 10% of the site must dedicated to open space for passive recreation.	family residential per the recent rezoning approval.
S	R-20 and A-R.	Single Family Residential (Ellis Wood Subdivision), & Vacant wooded and agricultural land.

ZONING DISTRICT STANDARDS

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	Agricultural-Residential (AR)	R-10 Conditional District (CD)
MAX DENSITY	TBD- AR Residential requires 20,000sf lots for single family residential.	TBD- Residential lots require a minimum of 10,000sf lots for single family residential.
TYPICAL USES	Agricultural uses and low density residential.	Medium density residential.

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	Preliminary Plat/Site Plan & Construction Plan required prior to construction.

**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	Old Tar Road – DOT Owned; Classified as a Thoroughfare. Laurie Ellis Road – DOT Owned; Classified as a 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)	Old Tar Road, Adjacent to site contained 3,100 AADT per their latest (2022) count. Laurie Ellis Road, contained 2,800 AADT per their latest (2022) count. (Count was in front of Mellon Downs Subdivision)
Level Of Service (Transportation Analysis) Current= 2022 Study; Future= 2050 Projection. New Map only shows LOS as "A-C" within one category and "D", "E", and "F" separately. <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>	Old Tar Road (at site): Existing LOS: A-C. Future: LOS: A-C. Vernon White Road (at Site): Existing LOS: A-C. Future LOS: A-C.
TRIP GENERATION	TBD.
SIDEWALKS	Required.
STREET CONNECTIVITY	N/A – Rezoning Phase.
OTHER	N/A



IMPACT ANALYSIS

Land Use Compatibility

The proposed R-10 (CD) with a condition to provide 10% of the site to open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens. The proposal meets the current development trends within the area and match the Comprehensive Land Use Plan's recommendation for this area.

Town of Winterville Comprehensive Land Use Plan Policies

The Future Land Use Map designates this property as a suburban residential character area. The Suburban Residential Character area is described as "primarily the large lot, single family detached residential that many people love about the town's housing stock. Generally 2-3 dwelling units per acre, larger lots, with front- and side-loaded garages. Smaller lot sizes are occasionally appropriate if minimum standards for open space and amenities are exceeded."

Comprehensive Land Use Plans - Recommendations & Implementation

Suburban Residential - General Character:

1. General Character: Large lot, low density single family residential was identified by the community as a land use type that was appropriate and valued in many locations. This flexible land use type is appropriate for many area of the planning area and will likely be served by Town Utilities.
2. Uses: Primarily Single Family Detached Residential with sewer services.
3. Potential Zones:
 - Typically: R-20, R-15, R 12.5.
 - R-10 or R-8 are potential zones if addition open space or amities are provided.
 - Additional Open Space, containing of passive recreation, trails, playgrounds, amenity centers, fields, and greens are categorized as at least 10% of the overall space which is to be dedicated as open space/amenities.

Comprehensive Plan and 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.

Staff Analysis

The 109.55-acre property is currently vacant. The surrounding properties are mostly residential, agricultural land, with some rural residential homes. The proposed R-10 CD rezoning is consistent with the development trends in the area and is consistent with the Comprehensive Land Use Plan.

Staff Recommendation

Staff recommends **approval** of the rezoning request from A-R to R-10 CD with the condition that the development will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

Planning and Zoning Recommendation:

P&Z unanimously recommended **approval** of the rezoning request at their October 20, 2025 meeting.



Town of Winterville
Rezoning Request
Statement of Consistency & Reasonableness

Rucker Farm Rezoning
October 20, 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 92800 & 23077 are 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 Rucker Farm Rezoning Amendment **is found to be consistent with the Town of Winterville Comprehensive Plan on October 20, 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 Rucker Farm 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 October 20, 2025 by the Winterville Planning and Zoning Board.

Vote to Approve or Deny Rezoning:

In review of the Rucker Farm rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Planning and Zoning Board recommends **approval** of the rezoning request by Garden Street Communities Southeast, LLC to rezone 109.55 acres of property (Parcel # 92800 & 23077), adjacent to Old Tar Road & Laurie Ellis Road from Agricultural-Residential (AR) to R-10 Conditional District (CD).

Conditions:

- Development will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

Stephen Penn

Staff Witness:

Date

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
-



Town of Winterville
Rezoning Request
Statement of Consistency & Reasonableness
Rucker Farm Rezoning
December 8, 2025- Town Council

Consistency:

The proposed rezoning request **is or is not** consistent with the Town of Winterville's Comprehensive Land Use Plan as parcel 92800 & 23077 are 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 Rucker Farm Rezoning Amendment is or is not found to be consistent with the Town of Winterville Comprehensive Plan on December 8, 2025.**

Reasonableness:

The rezoning request **is or is not** reasonable and in the public interest, in that it allows for land uses that **are or are not** 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 Rucker Farm Rezoning Amendment, the rezoning request is or is not reasonable and in the public interest, in that it allows for land uses that are or are not harmonious with surrounding land uses and land uses in close proximity as found on December 8, 2025.

Vote to Approve or Deny Rezoning:

In review of the Rucker Farm rezoning proposal's, Consistency and Reasonableness, The Town of Winterville's Town Council **approves** or **denies** the rezoning request by Garden Street Communities Southeast, LLC to rezone 109.55 acres of property (Parcel # 92800 & 23077), adjacent to Old Tar Road & Laurie Ellis Road from Agricultural-Residential (AR) to R-10 Conditional District (CD).

Conditions:

- Development will provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens.

Staff Witness:

Date

Appendix/Other Considerations Specific to this Particular Rezoning:

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 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.
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Document Links:

- Zoning Ordinance: https://www.wintervillenc.com/Data/Sites/1/media/departments/planning/21-o-112_zoning_ordinance_amend-7.1_executed.pdf
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 - 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
-



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 10, 2025

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Award of Contract to Piedmont Service Group.

Action Requested: Approve Agreement.

Attachment: Agreement.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 10/29/2025

ABSTRACT ROUTING:

☒ TC: 11/3/2025

☒ TM: 11/3/2025

☒ Final: tlp - 11/3/2025

Supporting Documentation

At last month's Town Council meeting, the Council accepted the bid from Piedmont Services Group. Upon notice of award the Piedmont Services Group provided a contract for Council approval. This is a three-year contract with an annual renewal.

The Town Attorney has review and approved.

Budgetary Impact: Year 1- \$30,196. Year 2- \$30,196. Year 3- \$30,739.

Recommendation: Staff recommends Council approve the Piedmont HVAC maintenance contract.

Piedmont Service Group

Building Efficiency and Sustainability



A Service Logic Company

4640 North Creek Dr
Greenville, NC 27834
piedmontservicegroup.com

Town of WINTERVILLE

Service Agreement

Quarterly HVAC Planned Maintenance

October 22nd, 2025

Town of Winterville
2936 Church St.
Winterville, NC 28590



Company: PSG 1031 Nowell Road Raleigh, NC 27607	Client: Town of Winterville 2936 Church St. Winterville, NC 28590
---	---

Contact: Nate Sexton Email: nate.sexton@piedmontsg.com (Herein after referred to as 'Company')	Contact: Anthony Bowers Email: Anthony.bowers@townofwintervillenc.com (Herein after referred to as 'Client')
--	--

PSG will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch: PSG Greenville 4640 North Creek Dr Greenville, NC 27834	Location of Service: Town Hall Building 2571 Railroad St. Winterville, NC 28590 Winterville Recreation Park Facilities Maintenance Office (Concession Stands & Bathroom Facilities) 324 Sylvania St. Winterville, NC 28590 Hillcrest Park Bathroom Facilities 2418 Cameron St. Winterville, NC 28590 Town of Winterville Library 2613 N. Railroad St. Winterville, NC 28590 Town of Winterville Fire & Police Department 2593 N. Railroad St. Winterville, NC 28590 Town of Winterville Public Works & Electric Department 2914 Church St. Winterville, NC 28590 Town of Winterville Operations Center 2936 Church St. Winterville, NC 28590
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Company: PSG 1031 Nowell Road Raleigh, NC 27607	Client: Town of Winterville 2936 Church St. Winterville, NC 28590
---	---

Contact: Nate Sexton Email: nate.sexton@piedmontsg.com (Herein after referred to as 'Company')	Contact: Anthony Bowers Email: Anthony.bowers@townofwintervillenc.com (Herein after referred to as 'Client')
--	--

PSG will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch: PSG Greenville 4640 North Creek Dr Greenville, NC 27834	Location of Service: Town of Winterville "Church Street" Sub-Station Winterville, NC 28590 Town of Winterville "Vernon White Rd. / Railroad St." Sub-Station 266 Vernon White Rd. Winterville, NC 28590
---	---

Scope of Services

Planned Maintenance

PSG has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, PSG has customized the following services to meet your objectives:

Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

1. Visual Inspections

PSG shall provide a visual inspection of the systems and components included in the Agreement.

2. Physical Tests

PSG shall provide a physical check and/or test the system(s) and components included in the Agreement.

The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by the Town of Winterville and PSG.

Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

3. Preventative Maintenance

PSG shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

4. Predictive Maintenance

PSG shall perform Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

5. Air Filter Services

PSG shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

Reporting and Communication

XOi Technology

Our team will utilize our mobile-tech service reporting software and XOi Vision Platform to relay job status and important equipment condition feedback day to day. Our mobile tech system generates PDF service reports following each site visit. Within these reports, our technicians will share pictures, videos and documentation from their service visit accessible by a click of the mouse.

Included in this service and of direct benefit to you are:

[CLICK HERE! An example of what you'll see whenever PSG in onsite.](#)

- Ability to view equipment and building conditions in real time
- Electronic Service Reports delivered directly to key stake holders after each visit for review
- Before and after content available via hyperlink on the PDF of your service report
- Enables evidence-based decision making from all levels of your organization easy
- Informative pictures and videos of your equipment to help you better understand your Mechanical Systems

Through this technology and reporting capability, we provide redundant support of knowledgeable eyes to serve as an extension of your Facility Team. Included below is a sample Call Summary and XOI Link

Piedmont Service Group
Service Logic

Call Summary
1031 Novell Road
Raleigh, NC 27607
(919) 851-5800

Customer Name 1500 BLUE RIDGE ROAD	Contact TERRY	Phone 919-851-5800 ext-1000
Address 1500 BLUE RIDGE ROAD	City RALEIGH	State NC
Service Call ID 1909-0121	Date 9/4/2019	Zip 27607
Primary Technician BARHAM, ZACH	Contract Number C1855	
Description 4TH FLR COMMON AREA - UPPER LO	Call Type SPOT CALL	P.O. # 1692423973
	Description RDU SVC SPOT	

Click the link(s) below to see pictures/videos of service provided and/or follow up recommendations
9/4/2019 <https://vision.xoeye.io/partners/piedmont/activity/9DE2E7C7-7B7D-4C06-9586-C58F3CA4E7B2>

Resolution:
COMPLETE
[9/4/2019 10:42:31 AM BARHAM, ZACH]

call was for lobby not cooling, found rtu 2 running and cooling well, rtu 1 had not gotten up to its setpoint yet to turn on, ran unit in test mode to make sure it worked properly and it ran well, both systems are working. it appears that it was not warm enough inside for units to run this morning and with neither unit cooling, the humidity level was higher and it felt hot in space, thermostats are very difficult to access and see the screen because of their location, both units are running correctly at this time.

Technician	Appt	Date	Hours	Pay Code	Equipment ID
ZACH BARHAM	0001	9/4/2019	1.50	Regular Hour	
			1.50	Total Hours	

Technician	Date	Miles	Description
ZACH BARHAM	9/4/2019	10.00	
		10.00	Total Miles

Call Summary Report

XOI Example

Embedded XOI Link

View videos, pictures, and notes of current unit conditions following PM visits or emergency assessment of units needing repair.

We bring the roof to you!

Piedmont Service Group
Building Maintenance and Support

Job Summary

Job Label
The Montessori School of Raleigh - Durham Campus

Completed
January 27, 2020 at 1:37:53 PM

Internal Job Summary

Job Tags
408 Andrews Chapel Road The Montessori School of Raleigh Montessori School of Raleigh-Durham

Internal Notes
Met Tom Thomas on site at the Brier Creek Campus to take an inventory of the Mechanical equipment. Piedmont installed all c site. Condensers are on the ground at each building. Upper School Air Handling Units are in the attic which is accessible by sta

Job Steps

Nameplate



Preventive Maintenance Authority (Optional)

From time to time, equipment problems are discovered during scheduled maintenance visits. These problems can typically be addressed at a lower cost while Company is onsite performing the scheduled maintenance, versus leaving the job site and submitting a repair quote for approval, where travel and set-up time (parking, gaining access to the equipment, transporting tools and parts to the unit, etc.) for a return visit are added to time required to affect said repairs. Therefore, the Client agrees to authorize in advance, without necessitating a written cost estimate from Company, certain repairs, cleaning, and part replacement services aggregating \$ or less per visit to the service location incident to Company's performance of scheduled preventive maintenance.

Service Frequency Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
Unit Heaters	1	0
Split-Systems	2	2
Mini Split-Systems	2	2

Equipment Inventory

TOWN HALL					
QTY.	EQUIPMENT TYPE	MAKE	MODEL #	SERIAL #	EQUIP. ID
1	Condensing Unit	Trane	2TTA3048A3000AA	8212XKM4F	CU-1
	Gas Furnace		TUC1C100A9481AC	826358R7G	F-1
1	Condensing Unit	Trane	2TTA3036A3000AA	81027YK3F	CU-2
	Gas Furnace		TUC1B060A3361AC	8263H157G	F-2
1	Condensing Unit	Daikin	DX3SEA6030AB	2409034017	CU-3
	Gas Furnace	Trane	TUC10120A9601AB	6283W517G	F-3
1	Condensing Unit	Trane	5TTA4060A3000AA	252632M5KF	CU-4
	Gas Furnace		TUC1D120A9601AC	6313X8E7G	F-4
1	Condensing Unit	Trane	TTA090G300AA	17305RYHYA	CU-1
	Gas Furnace		NOT LEGIBLE	17483YP21G	Furnace 6
	Gas Furnace		TUD1C100A9481BB	174025L11G	Furnace 5
1	Condensing Unit	Trane	TTA090G300AA	17332LDMYA	CU-2
	Gas Furnace		TUD1C100A9481BB	17374S0R1G	Furnace 4
	Gas Furnace		TUD1C100A9481BB	174860TB1G	Furnace 3
1	Condensing Unit	Trane	TTA090G300AA	17253TC1YA	CU-3
	Gas Furnace		TUD1C100A9481BB	174980G01G	Furnace 2
	Gas Furnace		TUD1C100A9481BB	NOT LEGIBLE	Furnace 1
1	Mini Split-System	Quietside	QSHE121	NOT LEGIBLE	Server RM

LIBRARY					
QTY.	EQUIPMENT TYPE	MAKE	MODEL #	SERIAL #	EQUIP. ID
1	Condensing Unit	Carrier	38EZG042530	4203E01731	CU-1
	Gas Furnace		58MCA060---17116	4703A14559	F-1
1	Condensing Unit	Carrier	38EZG042530	4203E01730	CU-2
	Gas Furnace		58MCA060---17116	4703A14573	F-2
1	Condensing Unit	Carrier	38EZG042530	4203E01732	CU-3
	Gas Furnace		58MCA060---17116	NOT LEGIBLE	F-3
1	Condensing Unit	Carrier	BA14NA042-A	0921X79595	CU-4
	Gas Furnace		58MCA060---17116	4803A10835	F-4

Equipment Inventory

POLICE / FIRE RESCUE					
QTY.	EQUIPMENT TYPE	MAKE	MODEL #	SERIAL #	EQUIP. ID
1	Condensing Unit	Carrier	38EZG036300	3903E19309	CU-1
	Gas Furnace		58MCA040---17116	0304A13771	FU-1
1	Condensing Unit	Carrier	38EZG042900	4203E01719	CU-2
	Gas Furnace		58MCA060---17116	0804A12602	FU-2
1	Condensing Unit	Goodman	GSZ140241KH	1911175256	CU-3
	Gas Furnace		UNABLE TO ACCESS	UNABLE TO ACCESS	FU-3
1	Condensing Unit	Carrier	38EZG060500	0804E20459	CU-4
	Gas Furnace		58MCA100---17120	05054A13634	FU-4
1	Condensing Unit	Carrier	38EZG060500	0804E20438	CU-5
	Gas Furnace		58MCA100---17120	0504A13635	FU-5
1	Condensing Unit	Carrier	38EZG036500	3909E19303	CU-6
	Gas Furnace		58MCA040---17116	0304A13776	FU-6
1	Condensing Unit	Carrier	38EZG042500	4203E01737	CU-7
	Gas Furnace		58MCA060---17116	0804A12606	FU-7
1	Mini Split-System	Innovair	PIN12H2V51(O)	ISO210/240	CU-8
1	Mini Split-System	Daikin	FTXC18AXVJU	K005058	CU-9
8	Hanging Tube Heaters (Fire Truck Bay)				

OPERATIONS CENTER					
QTY.	EQUIPMENT TYPE	MAKE	MODEL #	SERIAL #	EQUIP. ID
1	Condensing Unit	Trane	2TWA3060A3000AA	83432JA2F	HP-1
	Air Handler		2TECF60B1000AA	NOT LEGIBLE	AHU-1
1	Condensing Unit	Trane	2TWA3060A3000AA	8353KMM2F	HP-2
	Air Handler		2TECF60B1000AA	NOT LEGIBLE	AHU-2
1	Condensing Unit	Trane	2TWA3060A3000AA	83432HA2F	HP-3
	Air Handler		2TECF60B1000AA	7495LFC1V	AHU-3
1	Condensing Unit	Trane	4TWA4042A3000AB	21143PBA4F	HP-4
	Air Handler		TEM4A0C42S41SBA	21134U343V	AHU-4
1	Mini Split-System	Daikin	RXB18BXVJU	K006755	HP-5

Equipment Inventory

HILLCREST PARK BATHROOMS					
QTY.	EQUIPMENT TYPE	MAKE	MODEL #	SERIAL #	EQUIP. ID
1	Mini Split-System	Mitsubishi	MUZ-WX12NL	53C0544331U4B9	Men's RR
1	Mini Split-System	Mitsubishi	MUZ-WX12NL	53C0563731U4B9	Women's RR

VERNON RD. / RAILROAD ST. SUB-STATION					
QTY.	EQUIPMENT TYPE	MAKE	MODEL #	SERIAL #	EQUIP. ID
1	Wall-Mount	Bard	UNABLE TO ACCESS		
1	Wall-Mount	Bard	UNABLE TO ACCESS		

CHURCH ST. SUB-STATION					
QTY.	EQUIPMENT TYPE	MAKE	MODEL #	SERIAL #	EQUIP. ID
1	Wall-Mount	Bard	UNABLE TO ACCESS		
1	Wall-Mount	Bard	UNABLE TO ACCESS		

PUBLIC WORKS					
QTY.	EQUIPMENT TYPE	MAKE	MODEL #	SERIAL #	EQUIP. ID
1	Condensing Unit	Trane	4TWR4036N1000AA	24043WBXGF	CU-1
	Air Handler		TEM4B0C37M31SAA	24252MGB3V	AHU-1

ELECTRIC DEPARTMENT FACILITY					
QTY.	EQUIPMENT TYPE	MAKE	MODEL #	SERIAL #	EQUIP. ID
1	Split-System	Goodman	GSXN403010AA	230700397	CU-1
1	Hanging Tube Heater	Dayton	70851	5VD86	WAREHOUSE

WINTERVILLE RECREATION PARK FACILITIES					
QTY.	EQUIPMENT TYPE	MAKE	MODEL #	SERIAL #	EQUIP. ID
1	Mini Split-System	Mitsubishi	MSZ-A24NA	7001360	Unit A Concession
1	Mini Split-System	Gree	LIVS24HP230V1BH	4318GS13001	Unit B Concession
1	Mini Split-System	Gree	LIVS18HP230V1BH	3417GS03852	Unit 1 Maintenance Office
1	Mini Split-System	Mistubishi	MSZ-A17NA	6001360	Unit 2 Maintenance Office
1	Dual Zone Mini Split-System	Mitsubishi	MXZ-3C24NAHZ	52P01030	Unit 3A & Unit 3B Maintenance Office RR
1	Two Zone Mini Split-System	Daikin	3MXS24RMVJU	G022623	Unit 1 Concession & RR

Air Filter Inventory:

TOWN HALL			
CHANGES / CLEANING	EQUIP. ID	QTY.	FILTER TYPE & SIZE
4	F-1	1	Pleated-Pre 20x24x1
4	F-2	1	Pleated-Pre 16x24x1
4	F-3	1	Pleated-Pre 20x24x1
4	F-4	1	Pleated-Pre 20x24x1
4	Furnace 6	1	Pleated-Pre 20x25x1
4	Furnace 5	1	Pleated-Pre 20x25x1
4	Furnace 4	1	Pleated-Pre 20x25x1
4	Furnace 3	1	Pleated-Pre 20x25x1
4	Furnace 2	1	Pleated-Pre 20x25x1
4	Furnace 1	1	Pleated-Pre 20x25x1
4	Server RM	1	WASHABLE FITLER MEDIA
4	DOWNSTAIRS	4	Pleated-Pre 20x20x1
4	UPSTAIRS	1	Pleated-Pre 20x20x1

LIBRARY			
CHANGES / CLEANING	EQUIP. ID	QTY.	FILTER TYPE & SIZE
4	F-1	1	Pleated-Pre 16x25x1
4	F-2	1	Pleated-Pre 16x25x1
4	F-3	1	Pleated-Pre 16x25x1
4	F-4	1	Pleated-Pre 16x25x1

Air Filter Inventory:

POLICE / FIRE RESCUE			
CHANGES / CLEANING	EQUIP. ID	QTY.	FILTER TYPE & SIZE
4	FU-1	1	Pleated-Pre 16x25x1
4	FU-2	1	Pleated-Pre 16x25x1
4	FU-3	1	Pleated-Pre 16x25x1
4	FU-4	1	Pleated-Pre 16x25x1
4	FU-5	1	Pleated-Pre 16x25x1
4	FU-6	1	Pleated-Pre 16x25x1
4	FU-7	1	Pleated-Pre 16x25x1
4	CU-8	1	WASHABLE FITLER MEDIA
4	CU-9	1	WASHABLE FITLER MEDIA
4	DOWNSTAIRS	15	Pleated-Pre 20x20x1

OPERATIONS CENTER			
CHANGES / CLEANING	EQUIP. ID	QTY.	FILTER TYPE & SIZE
4	AHU-1	5	Pleated-Pre 12x12x1
4	AHU-2	5	Pleated-Pre 12x12x1
4	AHU-3	6	Pleated-Pre 12x12x1
4	AHU-4	2	Pleated-Pre 20x20x1
4	HP-5	1	WASHABLE FITLER MEDIA

HILLCREST PARK BATHROOMS			
CHANGES / CLEANING	EQUIP. ID	QTY.	FILTER TYPE & SIZE
4	MEN'S RR	1	WASHABLE FITLER MEDIA
4	WOMEN'S RR	1	WASHABLE FITLER MEDIA

VERNON RD. / RAILROAD ST. & CHURCH ST. SUB-STATION(s)			
CHANGES / CLEANING	EQUIP. ID	QTY.	FILTER TYPE & SIZE
4	TBT	4	TBT

Air Filter Inventory:

WINTERVILLE RECREATION PARK FACILITIES			
CHANGES / CLEANING	EQUIP. ID	QTY.	FILTER TYPE & SIZE
4	Unit A Concession	1	WASHABLE FITLER MEDIA
4	Unit B Concession	1	WASHABLE FITLER MEDIA
4	Unit 1 Maintenance Office	1	WASHABLE FITLER MEDIA
4	Unit 2 Maintenance Office	1	WASHABLE FITLER MEDIA
4	Unit 3A & Unit 3B Maintenance Office RR	1	WASHABLE FITLER MEDIA
4	Unit 1 Concession & RR	2	Pleated-Pre 12x24x1

PUBLIC WORKS FACILITY			
CHANGES / CLEANING	EQUIP. ID	QTY.	FILTER TYPE & SIZE
4	AHU-1	1	Pleated-Pre 14x14x1
4	AHU-1	1	Pleated-Pre 20x25x1

ELECTRICAL DEPARTMENT FACILITY			
CHANGES / CLEANING	EQUIP. ID	QTY.	FILTER TYPE & SIZE
4	CU-1	1	Pleated-Pre 20x20x1

Maintenance Service Checklist

Typical Tasks include

UNIT HEATER / TUBE HEATER

Comprehensive Maintenance

1. Inspect & check fan, clean as required.
2. Lubricate fan.
3. Check bearing for excessive wear.
4. Check belt & pulleys.
5. Replace belts as necessary.
6. Check thermostat operation.
7. Adjust thermostat as required.
8. Verify operation.
9. Check integrity of heat exchanger.
10. Check start & test operation.
11. Inspect draft fan.
12. Lubricate draft fan.
13. Clean draft fan as necessary.
14. Inspect motor for corrosion and wear.
15. Check housing clearance.
16. Check alignment, balance and security to shaft.
17. Inspect and replace filters if applicable

SPLIT-SYSTEMS & MINI SPLIT-SYSTEMS

Operational Maintenance

1. Check and record refrigerant pressures and temperatures.
2. Lubricate fan bearings.
3. Inspect evaporator and condenser coils for obstruction and dirt, clean as required.
4. Check motors for excessive heat or vibration or any signs of oil.
5. Check air filters, replace as required.
6. Confirm proper condensate flow and treat or clean as required.
7. Check belts and adjust or replace as required.
8. Check operation controls and safety controls.
9. Verify proper system pressures and temperatures.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all tasks listed in the Operational inspections.
2. Clean condenser coil with condenser coil cleaner as required.
3. Check and tighten all electrical connections.
4. Clean condensate pan.
5. Inspect fan and motor operation.
6. Clean motor for dust and wipe out interior of blower cabinet.
7. Tighten set screws on fan assembly locking collars.
8. Inspect evaporator coils for debris, clean as required.
9. Verify gas fired component operations, check for gas leaks as required as related to the equipment.
10. Verify proper system pressure, temperatures and refrigerant charge.
11. Observe overall condition of system and report any deficiencies that are discovered.

Special Provisions: Contract Extension Rates

ADDITIONAL RATE SCHEDULE YEAR 2 & 3 (IF EXTENDED) HVAC RFP 9/2025

#	Description	Cost Per Location: Year 1&2	Cost Per Location: Year 3
1	Town Hall Building	\$ 6,052.00	\$ 6,173.00
2	Rec. Park Facilities	\$ 3,678.00	\$ 3,693.00
3	Hilcrest Park	\$ 971.00	\$ 990.00
4	Library	\$ 3,414.00	\$ 3,482.00
5	Police/Fire Rescue	\$ 7,415.00	\$ 7,563.00
6	Public Works	\$ 780.00	\$ 795.00
9	Electric Dept.	\$ 892.00	\$ 910.00
10	Operations Center	\$ 4,154.00	\$ 4,237.00
11	Church St. Sub-Station	\$ 1,420.00	\$ 1,448.00
12	Vernon & Railroad Sub-Station	\$ 1,420.00	\$ 1,448.00
Total		\$ 30,196.00	\$ 30,739.00

Special Provision: Service & Refrigerant Rates:

Normal Business Hours (8AM to 5PM Monday through Friday)
\$120.00/HR + \$50.00 Vehicle Charge

Overtime Hours (5PM to 8AM Monday through Friday, including Saturday & Sunday)
\$185.00/HR + \$50.00 Vehicle Charge

R-22: \$135.00/LB
R-410A: \$55.00/LB
R-454B: \$85.00/LB
R-32: \$65.00/LB

Agreement Authorization

The initial term of this Agreement will commence on 11/01/2025 and shall continue through 10/31/2026. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The agreement price is \$30,196.00 for the first year. This agreement is payable \$2,516.33 monthly from 11/1/2025 through 10/31/2026. The agreement authorization options above do not include applicable state and local sales and use tax.

Offered By:
PSG Greenville

Nate Sexton

Sr. Business Development

Approved for Company by:

Date

Approved For:
Town of Winterville

Print Name

Signature

Title

Date

Please sign and email to Nate Sexton at nate.sexton@piedmontsg.com.

THANK YOU FOR YOUR BUSINESS!

Terms and Conditions

1. **Scope of Work.**

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Planned Maintenance (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.

2. **Access**

(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.

(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.

3. **Charges; Additional Services; Changes.**

(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.

(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.

(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

4. **Invoices; Payment Terms.** In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than thirty (30) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such thirty (30) days, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.
5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
13. ~~**Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers, employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.~~

14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

Date:



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 10, 2025

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Non-Disclosure Agreement for Davey Resource Group Inc.

Action Requested: Approve the Agreement.

Attachment: Agreement.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 10/30/2025

ABSTRACT ROUTING:

☒ TC: 11/3/2025

☒ TM: 11/3/2025

☒ Final: tlp - 11/3/2025

Supporting Documentation

The Town is working with Brightspeed for update our pole attachment agreement. Due to the complexity of having thousands of poles in several locations with multiple utility providers, we wanted to get an accurate count of who is using each Winterville utility pole. We will be billing Optimum, Brightspeed, and Metronet with annually for using our poles. We will be asking Davey Recourse Group to inventory every pole and confirm what entities are using each one on the Town's electric system. This will ensure that we are billing everyone properly.

This non-disclosure agreement will ensure that they do not share our information with any other entity and that it will remain intellectual property of the town.

Budgetary Impact: TBD.

Recommendation: Approve the Non-Disclosure Agreement.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made this 24th day of October 2025 ("Effective Date") by and between **DAVEY RESOURCE GROUP, INC.** ("DRG"), having an address of 295 S. Water Street, Kent, OH 44240, and **TOWN OF WINTERVILLE** ("Company"), having an address of 2571 Railroad St, Winterville, NC 28590. DRG and Company may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. DRG and Company have or are exploring a business relationship; therefore, it may be necessary for one or the other Party to provide and share certain confidential, proprietary or sensitive business information, inclusive of access to a Party's corporate information, communications, business know-how, intellectual property, processes, clients and other proprietary information, and

B. DRG and Company understand the confidential, proprietary or sensitive business information received from the disclosing Party is valuable to disclosing Party, the unauthorized disclosure of which would cause great and irreparable harm to the disclosing Party,

NOW, THEREFORE, in consideration of the foregoing premises, which are expressly made a part of this Agreement, their mutual promises and other valuable consideration, DRG and Company agree to be bound by the terms and conditions as follows:

1. Any sensitive, confidential or proprietary business information (collectively "Confidential Information") received by one Party from the other Party during discussions or negotiations shall be kept confidential as outlined herein. In addition, each Party agrees not to use any Confidential Information to solicit current customers of the other Party using the Confidential Information; however, nothing will prevent a Party from soliciting customers in the ordinary course of business, including but not limited to responding to bids, solicitations and inquiries or making inquiries through marketing, advertising or sales efforts.

2. Confidential Information contemplated by this Agreement will mean any information, however obtained, by one Party from the other Party inclusive of but not limited to trade secrets, computer programs, software, formulas, strategies, data, inventions, techniques, plans, customer lists and information, forecasts, financial statements, budget or other information identified or reasonably understood to be confidential, proprietary or sensitive.

3. The Party receiving the Confidential Information will keep it in strict confidence and will not, without prior written consent from the disclosing Party, at any time or in any manner disclose the Confidential Information to any person or entity for its own use or benefit or for the use or benefit of any third party, excepting only those who need to know such Information in connection with the business purposes contemplated by this Agreement, and agree to abide by the non-disclosure provisions of this Agreement. Without limiting the foregoing, neither Party will inform its' employees, vendors, customers or other third parties of a potential business transaction until the Parties have either mutually agreed such disclosure is proper or the Parties have agreed to a contractual arrangement. The party receiving Confidential Information shall safeguard the Confidential Information received from the other party from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The party receiving the Confidential Information shall promptly notify the party disclosing the Confidential Information of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or

disclosure. The party receiving Confidential Information will be responsible for any breach of this Agreement caused by its representatives.

4. This Agreement imposes no obligation upon a Party with respect to Confidential Information which the Party can establish by legally sufficient evidence: (a) was rightfully known by the Party without an obligation to maintain its confidentiality prior to receipt from the other Party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the Party in good faith from a third party having the right to provide it; or (d) is independently developed without the participation of the other Party providing the Confidential Information.

5. Upon the request of the disclosing Party, the receiving Party will return all Confidential Information provided to it, and will not retain any copies of the same, except for archival purposes, or destroy such Confidential Information and so certify in writing to the other that such destruction has been effected.

6. [RESERVED]

7. If a party is directed by a court of law of competent jurisdiction to disclose Confidential Information, it shall give the other party prompt notice in order to allow the party the opportunity to dispute or prevent the disclosure of such Confidential Information, but the receiving party shall not be required to bear costs associated with arguing such disclosure if legal arguments are required.

8. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina without reference to conflict of laws principles. In the event of a legal action under this Agreement, the Parties expressly consent to the State or Federal court jurisdiction and venue exclusively in North Carolina.

9. The Parties acknowledge and agree that due to the unique nature of the Confidential Information provided to it under this Agreement, there may be no adequate remedy at law for any breach of its obligations hereunder and that such breach will result in irreparable harm. Therefore, upon any such breach or any threat thereof, the harmed Party will be entitled to appropriate equitable relief in addition to any remedies it might have at law.

10. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns and will survive termination of all proposals or demonstrations or other services rendered between the Parties.

11. This Agreement contains the entire understanding of the Parties and supersedes all prior or contemporaneous oral or written agreements. This Agreement may not be amended except by mutual written agreement of the Parties. Should any provision of this Agreement be held invalid, illegal or unenforceable, such determination will not affect the validity or enforceability of the remaining provisions. This Agreement may be executed in counterparts, all of which will be considered original. Facsimile signatures will have the same effect as original signatures. The respective Parties signing this Agreement represent that they have the legal right and authority to do so.

IN WITNESS HEREOF, and intending to be legally bound, the Parties have executed this Agreement as of the day and date first above written.

DAVEY RESOURCE GROUP, INC.

Print Name: Thomas Pysher _____

Signature:  _____
Oct 27, 2025, 3:14 PM EDT

Title: Director of Operations _____

TOWN OF WINTERVILLE

Print Name: _____

Signature: _____

Title: _____

Record of Signing

For

Name

Thomas Pysher

Title

Director of Operations



Signed on Oct 27, 2025 3:14 PM EDT

Secured by Concord™

DocumentID: 031RIYkQU7ND3emG8mAfna

SigningID: 031RIYkPhoNXosXcFd1Qod

UTC Signing time: 2025-10-27 19:14:35 UTC

IP Address: 66.187.104.176

Email: thomas.pysher@davey.com



Signed with <https://www.concord.app/>



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: November 10, 2025

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Safe Streets for All (SS4A), Transportation Safety Grant, Authorized Signer.

Action Requested: Approve Grant and Authorize Mayor Hines to sign.

Attachment: Grant Agreement.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 10/31/2025

ABSTRACT ROUTING:

☒ TC: 11/3/2025

☒ TM: 11/3/2025

☒ Final: tlp - 11/3/2025

Supporting Documentation

The Town applied and was awarded a Safe Streets for All grant last year. Also known as SS4A. We have the received final authorization from the Federal Highway Administration. The grant is in the amount of \$76,800 and requires a match in the amount of \$19,200.

This grant will be used for the purpose of studying and analyzing traffic patterns in and around Winterville. This information will be used to make improvements for our citizens and visitors who frequent the Town.

We are excited to receive this grant, and this will be the first study of this kind for Winterville. The funds will be used to engage a traffic engineer to perform the work and develop a plan for improvements for the Town.

The project is expected to last for 24 months.

Staff is asking for acceptance of the Grant and to Authorize Mayor Hines to sign on behalf of the Town of Winterville.

Budgetary Impact: \$76,800 Federal Grant with a \$19,200 Cost Share.

Recommendation: Approve the application and authorize Mayor Hines to sign.

- 1. Federal Award No.**
693JJ32640222
- 2. Effective Date**
See No. 16 Below
- 3. Assistance Listings No.**
20.939
- 4. Award To**
Town of Winterville
2571 Railroad St.
Winterville, NC 28590
Unique Entity Id.: ZBPFPM2CQN3
TIN No.: 56-600-1376
- 5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. Period of Performance**
Effective Date of Award – 24 months
- 7. Total Amount**
Federal Share: \$76,800
Recipient Share: \$19,200
Other Federal Funds: \$0
Other Funds: \$0
Total: \$96,000
- 8. Type of Agreement**
Grant
- 9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA Pub. L. 117–58, November 15, 2021)
- 10. Procurement Request No.**
HSA250169PR
- 11. Federal Funds Obligated**
\$76,800
- 12. Submit Payment Requests To**
See Article 5.
- 13. Accounting and Appropriations Data**
15X0176E50.0000.055SR50500.5592000000.4
1010.61006600
- 14. Description of the Project**
The purpose of this project is to develop a Safe Roads Action Plan.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Richard Hines
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Ryan Buck
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the Town of Winterville (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for Winterville Safety Action Plan Project.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Winterville Safety Action Plan Project

Application Date: June 21, 2024

2.2 Award Amount.

SS4A Grant Amount: \$76,800

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase.

The objective of this project is to develop a comprehensive safety action plan for the Town of Winterville. The plan will:

- Identify existing transportation modes and proposes ways to integrate them seamlessly.
- Consider both motorized and non-motorized modes, recognizing that people have diverse mobility needs.
- Outline necessary infrastructure, including roads, bike lanes, sidewalks, transit stops, and parking facilities.
- Encourage mixed-use developments near transit hubs to reduce travel distances.
- Align with the broader transportation policies and sustainability goals of the community.
- Work toward the goal of zero roadway deaths.
- Provide a safer road network by incorporating a multimodal approach to transit through traffic calming, improved lighting, and separated bike lanes.
- Make the roadway safer for people by:
 - Adding sidewalks and bike lanes for pedestrian and bicyclist safety.
 - Creating buffers between moving traffic and pedestrians.
 - Implementing pedestrian-friendly streets, safe crosswalks, and bike-sharing programs.
- Engage stakeholders, including businesses, advocacy groups and residents with special attention paid to equitably reach all users of the system.

- Ensure the safe, efficient movement of system users.
- Seek to create an interconnected transportation system that promotes sustainability, accessibility, and efficient movement for all users.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	May 31, 2027
Planned SS4A Final Report Date:	September 30, 2027

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$76,800
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$19,200
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$96,000

(b) Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Anthony Bowers
Asst. Town Manager
Town of Winterville
2571 Railroad St, Winterville NC 28590
252-756-2221 Ext. 2348
Anthony.bowers@wintervillenc.com

4.2 Recipient Key Personnel.

Name	Title or Position
Anthony Bowers	Asst. Town Manager
Jessica Manning	Finance Director

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – North Carolina
Agreement Officer's Representative (AOR)
310 New Bern Ave, Suite 410
Raleigh, NC 27601
919-856-4346
NorthCarolinaFHWA@dot.gov

and

Kevin Washington
North Carolina Division Office Lead Point of Contact
Competitive Grants Program Specialist
310 New Bern Ave, Suite 410
919-747-7353
NorthCarolinaFHWA@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request

for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Town of Winterville City Limits

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: The original application listed a Period of Performance of 12 months (08/01/2024 through 08/01/2025). This is not a sufficient timeframe for completion of a well-done and thorough comprehensive safety action plan. 12 months has been added to the Period of Performance for a total of a 24-month Period of Performance to account for extend of grant activities.

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

All work for this Project will be conducted consistent with the recipient’s hiring, employment, and procurement standards and thus support good-paying jobs. The Project will allow for free and fair choice to join a union, consistent with applicable law.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A This grant will not fund the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

[RESERVED]



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: November 10, 2025

Presenter: Ron Mills, Electric Director

Item to be Considered

Subject: AT37G Articulating Telescopic Aerial Device.

Action Requested: Approval to Purchase.

Attachment: Quote From Altec Using Sourcewell Contract Pricing.

Prepared By: Ron Mills, Electric Director

Date: 10/28/2025

ABSTRACT ROUTING:

☒ TC: 11/3/2025

☒ TM: 11/3/2025

☒ Final: tlp - 11/3/2025

Supporting Documentation

The 2025/2026 Electric Fund Budget allocated \$175,000 for the purchase of an Altec AT37G Articulating Telescopic Aerial Device. The purchase price of this truck comes in at \$171,869. The purchase of this bucket will assist the Electric department with OH services, decorations, flags, and parking lot lighting. It is a smaller body truck and will be easier to maneuver around obstacles and in backyards as well as troubleshooting and grid reliability. These quotes were secured using the purchasing cooperatives Sourcewell rather than the State Purchasing process. The vendors supplying the quotes were awarded the contract through Sourcewell. Similar to the award of state purchasing contracts, contracts were only received after Sourcewell performed a thorough vetting process of several vendors.

Budgetary Impact: Sufficient funds were allocated in the 2025/2026 budget for the purchase.

Recommendation: Staff recommends Council approval to purchase the Altec AT37G bucket truck.

September 30, 2025
Our 96th Year**Ship To:**TOWN OF WINTERVILLE
2936 S CHURCH ST
WINTERVILLE, NC 28590
US**Bill To:**TOWN OF WINTERVILLE
PO BOX 1459
WINTERVILLE, NC 28590
United StatesAttn: Robert Sutton
Phone: 252-7149125
Email: robert.sutton@wintervillenc.com**Altec Quotation Number:** 1761748 - 1
Account Manager: Brian Wesley Carnahan
Technical Sales Rep: Kade Fulkerson

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	AT40G Unit Model	1	
2.	ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom.	1	
	A. ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted.		
	B. Hydraulic platform leveling system.		
	C. Hydraulic tool circuit at the platform.		
	D. Emergency lowering valve at the platform.		
	E. Single handle control at the platform with a safety interlock system.		
	F. Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com		
	G. Working height: 45.6 feet		
	H. Side reach: 29.7 feet		
	I. Low-power fiber-optic control system (FOC-L).		
	J. Continuous rotation		
3.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1	
4.	Post style pedestal mounting	1	
5.	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)	1	
6.	Platform Leveling At Lower Controls. AT40-G	1	

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
7.	Two (2) Platform Steps	1	
8.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1	
9.	Platform liner for a 24 x 30 x 42 inch platform	1	
10.	4-Function Single Handle Fiber-Optic Controller.	1	
11.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
12.	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System (AT40G)	1	
13.	Powder coat unit Altec White.	1	

Unit & Hydraulic Acc.

14.	HVI-22 Hydraulic Oil (Standard).	9	
15.	Standard Pump For PTO	1	
16.	Hot shift PTO for automatic transmission	1	

Body

17.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	1	
A.	Basic body fabricated from A40 grade 100% zinc alloy coated steel		
B.	All doors are full, double paneled, self-sealed with built-in drainage.		
C.	Stainless steel hinge rods extend full length of door.		
D.	Door hinges are zinc alloy material attached with rivets		
E.	All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.		
F.	Heavy-gauge welded steel frame construction with smooth galvanneal floor.		
G.	Possible contact edges are folded for safety.		
H.	Door header drip rail at top for maximum weather protection.		
I.	Neoprene or rolled fenders on wheel fender panels.		
J.	Steel treated for improved primer bond and rust resistance.		
K.	Automotive underseal applied to body.		

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
L.	Automotive type non-porous door seals fastened to the door facing.		
M.	108 Inch Body Length		
N.	40 Inch Body Height (Standard)		
O.	94 Inch Body Width (Standard)		
P.	20 Inch Body Compartment Depth (Standard)		
Q.	8 Inch Body crossmembers (Standard)		
R.	No Treadplate On Compartment Tops		
S.	6 Inch tall wooden tailboard installed at the rear of body cargo area		
T.	Stainless Steel Rotary Paddle Latch With Lock (Standard)		
U.	Master Body Locking System (Standard)		
V.	One (1) wheel chock holder installed in fender panel on each side of body.		
W.	Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)		
X.	Chains On Horizontal Doors		
Y.	Hotstick shelf extending full length of body on Curbside.		
Z.	Drop-Down Hot Stick Door For One (1) Shelf (Right Side)		
AA.	Two (2) Hot Stick Brackets		
AB.	1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
AC.	1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers		
AD.	Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks		
AE.	1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall		
AF.	1st Horizontal Curbside (RH) - Vacant		
AG.	Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
AH.	One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments		
AI.	38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.		

Body and Chassis Accessories

18.	Underride Protection	1
19.	Combination 2 Inch Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1
20.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
21.	Rear Torsion Bar Installed On Chassis	1
22.	Appropriate counterweight added for stability.	1
23.	Platform Rest, Rigid with Rubber Tube	1
24.	Platform to be side stowed	1

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
25.	Boom Rest for a Telescopic Unit	1	
26.	Mud Flaps With Altec Logo (Pair)	1	
27.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
28.	Slope Indicator Assembly For Machine Without Outriggers	1	
29.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1	
30.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1	
31.	Triangular Reflector Kit, Shipped Loose	1	
32.	Vinyl manual pouch for storage of all operator and parts manuals	1	
33.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1	

Electrical Accessories

34.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
35.	Altec Standard Amber LED Strobe Light With Brush Guard Post Mounted On Streetside Front Compartment Top	1	
36.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1	
37.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
38.	Dodge Upfitter Switches (Supplied with Chassis)	1	
39.	Power Distribution Module (PDM-6A), 6 Accessory Circuits, CAN Signals, Installed, Chevy/International CV, Ford, Dodge	1	
40.	Install secondary stowage system.	1	
41.	PTO Indicator Light Installed In Cab	1	

Finishing Details

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
42.	Powder Coat Unit Altec White	1	
43.	Finish Paint Body Accessories Above Body Floor Altec White	1	
44.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
45.	Apply Non-Skid Coating to all walking surfaces	1	
46.	English Safety And Instructional Decals	1	
47.	Vehicle Height Placard - Installed In Cab	1	
48.	Placard, HVI-22 Hydraulic Oil	1	
49.	Dielectric test unit according to ANSI requirements.	1	
50.	Stability test unit according to ANSI requirements.	1	
51.	Focus Factory Build	1	
52.	Delivery Of Completed Unit	1	
53.	Inbound Freight	1	
54.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1	
55.	Stock Unit	1	
56.	Stock Unit Sold To Customer	1	

Chassis

57.	Altec Supplied Chassis	1	
	-MY26 ILO MY25 -OEM Backup Camera		
58.	Altec Supplied Chassis	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
A.	2025 Model Year		
B.	Ram 5500		
C.	Chassis Color - White		
D.	Class V (16,001-19,500 LBS)		
E.	Regular Cab		
F.	4x4		
G.	60 Clear CA (Round To Next Whole Number)		
H.	144.5 Wheelbase		
I.	19,500 LBS GVWR		
J.	7,250 LBS Front Axle Rating		
K.	13,500 LBS Rear Axle Rating		
L.	Cummins 6.7L Turbo Diesel (Dodge)		
M.	Aisin AS69RC Automatic Transmission (Dodge Chassis)		
N.	Dodge 3500-5500 Single Horizontal Right Side Exhaust		
O.	Cruise Control		
P.	LBN - Dodge PTO Prep Package (Right Hand Side PTO)		
Q.	4.88 Axle Ratio		
R.	No Idle Engine Shut-Down Required		
S.	Hydraulic Brakes		
T.	Park Brake In Rear Wheels		
U.	NFH - RAM 52 Gallon Fuel Tank (Rear)		
V.	RAM 9 Gallon DEF Tank (Under Cab Left Hand)		
W.	Cold Weather Group (Includes Block Heater)		
X.	Power Group		

Additional Pricing

59.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
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Altec Industries, Inc.

BY _____

Kade Fulkerson

Notes:

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Estimated Delivery: #DELIVERY_MONTHS# months after receipt of order PROVIDING:
A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3 This quotation is valid until MAR 28,2025. After this date, please contact Altec Industries, Inc. for a possible extension.

4 F.O.B. - #FOB_TERMS#

5 Interest charge of 1/2% per month to be added for late payment.

6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

9 Any payment made by a credit card may be subject to a surcharge fee.

10 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

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Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

11 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

15 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

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The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 16 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
- 17 **RECOMMENDED OPTIONS AND ACCESSORIES:** These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.



Quote Number: 1761748
Opportunity Number: 24132897
Sourcewell Contract #: 110421-ALT
Date: 9/30/2025

Quoted for: Town of Winterville

Customer Contact:

Phone: / Email:

Quoted by: Kade Fulkerson

Phone: / Email:

Altec Account Manager: Brian Carnahan

REFERENCE ALTEC MODEL		Sourcewell Price
AT37G	Articulating Telescopic Aerial Device (Insulated)	\$161,317

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO option	\$3,264
2	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	\$5,746
3	AT37G-AWD	All Wheel Drive	\$6,739
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	FE	POWER EQUIPMENT (Power Locks and Power Windows)	\$1,381
2			
3			
4			
5			
6			
7			
8			
9			
10			
SOURCEWELL OPTIONS TOTAL:			\$178,447

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	Body MY Adjustment Price	\$2,260
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	RAM 5500 4x4 MY Adjustment Price	-\$4,033
8	OTHER	Altec MY Adjustment Price	-\$7,536
OPEN MARKET OPTIONS TOTAL:			-\$9,309

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$169,138.00
Delivery to Customer: \$2,731.00
FET:
CA Doc/Admin/Tire Fees:
Extended Warranty:

TOTAL FOR UNIT/BODY/CHASSIS: \$171,869.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: November 10, 2025

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Resolution Requesting NCDOT to Relocate the Center Line.

Action Requested: Council Direction and Approve Resolution if Deemed Appropriate.

Attachment: Draft Resolution.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 10/31/2025

ABSTRACT ROUTING:

☐ TC: 7/28/2025

☒ TM: 7/28/2025

☒ Final: tlp - 7/28/2025

Supporting Documentation

Councilwoman Hawkins has requested that NCDOT look into making changes on Main St, regarding the parking on the south side of the road. The concern was based on the effect that parking had on making the area congested and possibly pose a threat to motorists. This is only for the section of Main St between Mill St. and Railroad St.

NCDOT reviewed the area and provided three options. One would be to remove the parking spots adjacent to the downtown shopping. However, they determined that the parking spots meet all safety standards regarding on street parking. The second, was to move the center line over to the north allowing more space between the parking spots and the center line. The third option was to keep the street as it stands today.

Of the options provided by NCDOT, staff would support relocating the center line over removing the parking spots.

NCDOT has requested a resolution from Town Council requesting the relocation of the center line.

Budgetary Impact: None.

Recommendation: Staff Requests Council Direction and Approve Resolution is deemed appropriate.

RESOLUTION

**TO SUPPORT THE RELOCATION OF THE CENTER LINE ON MAIN STREET FROM
MILL STREET TO RAILROAD STREET WINTERVILLE, NC.**

WHEREAS, Main Street is a North Carolina State road, being a primary transportation route in the Winterville area; and

WHEREAS, the section of Main Street between Mills Street and Railroad Street are heavily traveled at all times of day; and

WHEREAS, the Town of Winterville and the NC Department of Transportation have observed that the proximity of parked cars on the south side of Main Street are in close proximity to the eastward bound vehicular traffic and pose a danger to motorist; and

WHEREAS, the Town of Winterville has agreed with NCDOT's observation that moving the center line to the north will provide additional space for eastbound motorist; and

NOW, THEREFORE, BE IT RESOLVED by the Winterville Town Council that the Town of Winterville supports the safety improvements requested of the NC Department of Transportation Main Street between Mill Street and Railroad Street, with the relocation of the center line.

Adopted this the 10th day of November 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 10th day of November 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 10th day of November 2025.

Donald Harvey, Town Clerk