



WINTERVILLE TOWN COUNCIL AGENDA
MONDAY, DECEMBER 8, 2025 - 6:00 PM
WINTERVILLE TOWN HALL ASSEMBLY ROOM

- I. **CALL TO ORDER.**
- II. **INVOCATION:** Pastor Glenn Mills, Reedy Branch Original Free Will Baptist Church.
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **ROLL CALL.**
- VI. **APPROVAL OF AGENDA.**
- VII. **INSTALLATION AND OATH OF OFFICE OF NEWLY ELECTED TOWN OFFICIALS:**
 - 1. Mayor-Elect Richard E. Hines sworn in by the Honorable Wendy S. Hazelton, District Court Judge.
 - 2. Councilwoman-Elect Shantel Hawkins sworn in by the Honorable Wendy S. Hazelton, District Court Judge.
 - 3. Councilman-Elect Johnny Moyer sworn in by the Honorable Wendy S. Hazelton, District Court Judge.
- VIII. **APPOINTMENT OF MAYOR PRO-TEM.**
- IX. **RECESS – SEATING CHANGES.**
- X. **RECOGNITION OF (NEW) EMPLOYEES:**
 - 1. Alison Robbins, Customer Service Representative, Finance Department.
- XI. **PRESENTATIONS:**
 - 1. 2024-2025 Audit, Austin Eubanks, Thompson, Price, Scott, Adams & Company, P.A.
- XII. **PUBLIC HEARINGS:**
 - 1. Rucker Farm Rezoning.
- XIII. **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.*

XIV. 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. Approval of 2026 calendars.
 - Draft 2026 Regular Council Meeting Calendar; and
 - Draft 2026 Holiday Calendar; and
 - Draft 2026-2027 Budget Calendar.
3. Budget Amendment (2025-2026-4).
4. Emergency Stormwater Repair - Channel Drive.
5. Fortner Commercial LLC Annexation Petition: Clerk to Investigate Sufficiency.
6. Christmas Parade Street Closures.

XV. OLD BUSINESS.

XVI. NEW BUSINESS:

1. Vac Trailer Purchase.
2. Cost Share Agreement with Garden Street Communities.

XVII. OTHER AGENDA ITEMS:

XVIII. 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.

XIX. ANNOUNCEMENTS:

1. Attached.

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

XXI. 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.

XXII. 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.)*

ANNOUNCEMENT ATTACHMENT

XIX. ANNOUNCEMENTS:

- Ripe for Revival Mobile Market: Thursday, December 11, 2025; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Cops on the Roof: Friday, December 12, 2025; 9:00 – until; Walmart, 4600 E. 10th Street, Greenville, NC 27858.
- Winterville Christmas Parade: Saturday, December 13, 2025 at 2:00 pm.
- Winterville Christmas Market: Saturday, December 13, 2025 at 2:00 - 6:00 pm; Market Square, 252 Main Street, Winterville.
- Winterville Tree Lighting Ceremony: Saturday, December 13, 2025 at 5:00 pm; Market Square, 252 Main Street, Winterville.
- Planning and Zoning Board Meeting: Monday, December 15, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Board of Adjustment Meeting: Tuesday, December 16, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Ripe for Revival Mobile Market: Thursday, December 18, 2025; 2:30 pm – 4:00 pm; 252 Main Street, Winterville.
- Winterville Human Relations Board Meeting: Thursday, December 18, 2025 @ 7:00 – Town Hall Executive Conference Room.
- Coffee with a COP: Friday, December 19, 2025; 9:00 am – 10:30 am – Cooper's Cup, 2588 Railroad Street, Winterville, NC.
- Shop with a COP: Saturday, December 20, 2025; Donations due by December 15th.
- Christmas Holidays – Town Offices Closed: Wednesday, December 24 – Friday, December 26, 2025.
- Agenda Abstracts for January 12th Meeting Due: Wednesday, December 31, 2025.
- New Year's Holiday – Town Offices Closed: Thursday, January 1, 2026.

2571 Railroad Street
P.O. Box 1459
Winterville, NC 28590



Phone: (252) 215-2340
Fax: (252) 215-2450
www.wintervillenc.com

**NORTH CAROLINA
PITT COUNTY
TOWN OF WINTERVILLE**

OATH OF OFFICE

I, Richard E. Hines, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Mayor, so help me God.

Richard E. Hines, Mayor

The Honorable Wendy S. Hazelton
District Court Judge

December 8, 2025
Date

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Winterville, NC 28590



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**NORTH CAROLINA
PITT COUNTY
TOWN OF WINTERVILLE**

OATH OF OFFICE

I, Shantel E. Hawkins, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Councilwoman, so help me God.

Shantel E. Hawkins, Town Councilwoman

The Honorable Wendy S. Hazelton
District Court Judge

December 8, 2025
Date

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**NORTH CAROLINA
PITT COUNTY
TOWN OF WINTERVILLE**

OATH OF OFFICE

I, Johnny Moya, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Town Councilman, so help me God.

Johnny Moya, Town Councilman

The Honorable Wendy S. Hazelton
District Court Judge

December 8, 2025
Date



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Public Hearings

Meeting Date: December 8, 2025

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Rucker Farm Rezoning.

Action Requested: Hold Public Hearing for Rezoning.

Attachment: Rezoning Application, Map, Legal Description, Staff Report, Certified Mailed Notice of Public Hearing; Planning and Zoning Rezoning Consistency and Reasonableness Vote, and Town Council Draft Rezoning Consistency and Reasonableness Vote.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 11/24/2025

ABSTRACT ROUTING:

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

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 approval of Rezoning request as it is consistent with the Comprehensive Land Use Plan.



**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:

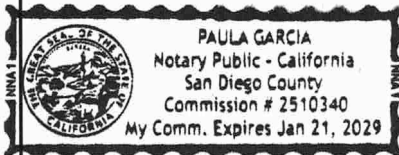
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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.

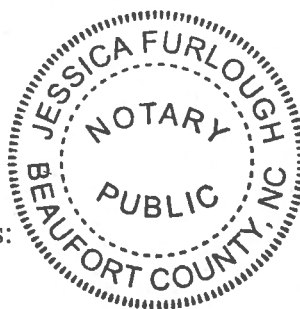
I, Lorraine Rucker, being the Owner of the property described herein, do hereby authorize Robert Paschal as agent for the purpose of this application.

Lorraine Rucker
Signature

9-19-25
Date

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

My Commission Expires: 2-14-27



Jessica Furlough
Notary Public

Staff Use Only

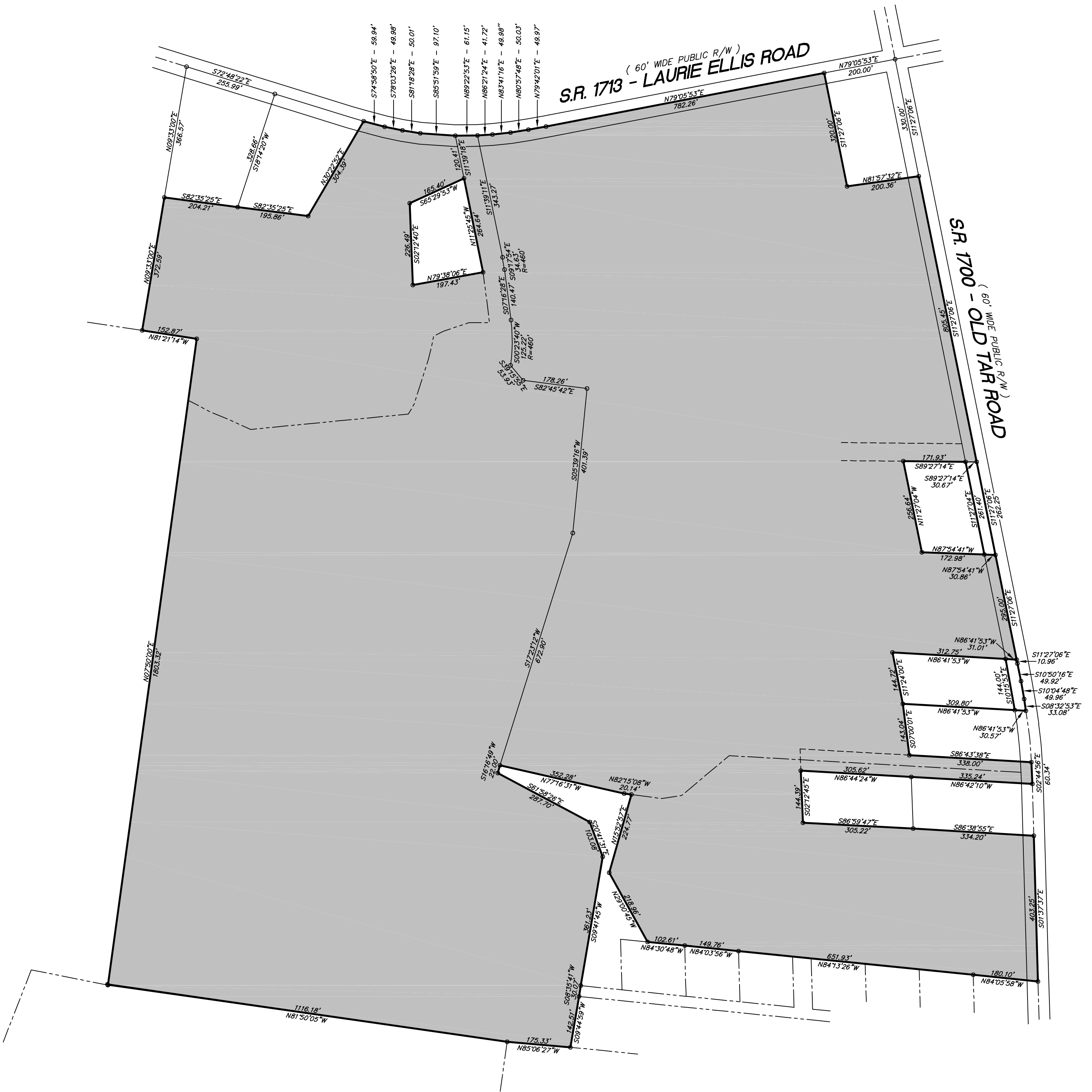
Appl. #: _____ Fee Amount _____ Date Paid _____

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). <ul style="list-style-type: none"> 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: <ol style="list-style-type: none"> Minimum of 1,525 sf of heated space per home. 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.

**Rucker Farm
Rezoning
Parcel Numbers 92800 & 23077
Letters Mailed on 11/24/25
Signs Placed on property 10/3/2025**

**STATE OF NORTH CAROLINA
PITT COUNTY**

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

WITNESS my hand this the **24th** day of, **November 2025**.

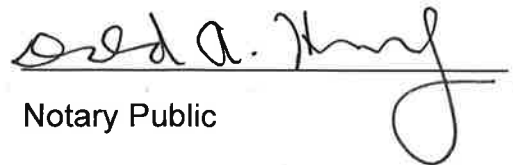
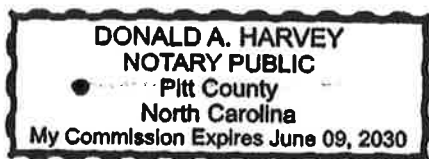


Director of Planning & Economic Development

**STATE OF NORTH CAROLINA
PITT COUNTY**

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

WITNESS my hand this the **24th** day of, **November 2025**.



Notary Public

My Commission Expires June 9, 2030



2571 Railroad Street
PO Box 1459
Winterville, NC 28590

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

Town Council
Notice of Public Hearing for Rezoning
"Rucker Farm"

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on **Monday December 8, 2025** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request:

The Town of Winterville has received a **rezoning application for parcel numbers 23077 (40.76 acres) and 92800 (68.79 acres) totaling (109.55 acres)**. The two parcels are located south west of the Old Tar Road and Laurie Ellis Road intersection- as shown on the attached maps. The parcels are currently zoned Agricultural-Residential (A-R). The application is requesting to rezone the property to "R-10 Conditional District (CD)", with the following condition "Provide 10% open space dedicated to passive recreation, trails, playgrounds, amenity centers, fields or greens."

- The R-10 Zoning District is a quiet, medium-density neighborhood consisting of single-family residences along with limited home occupations and private and public community uses.

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

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

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

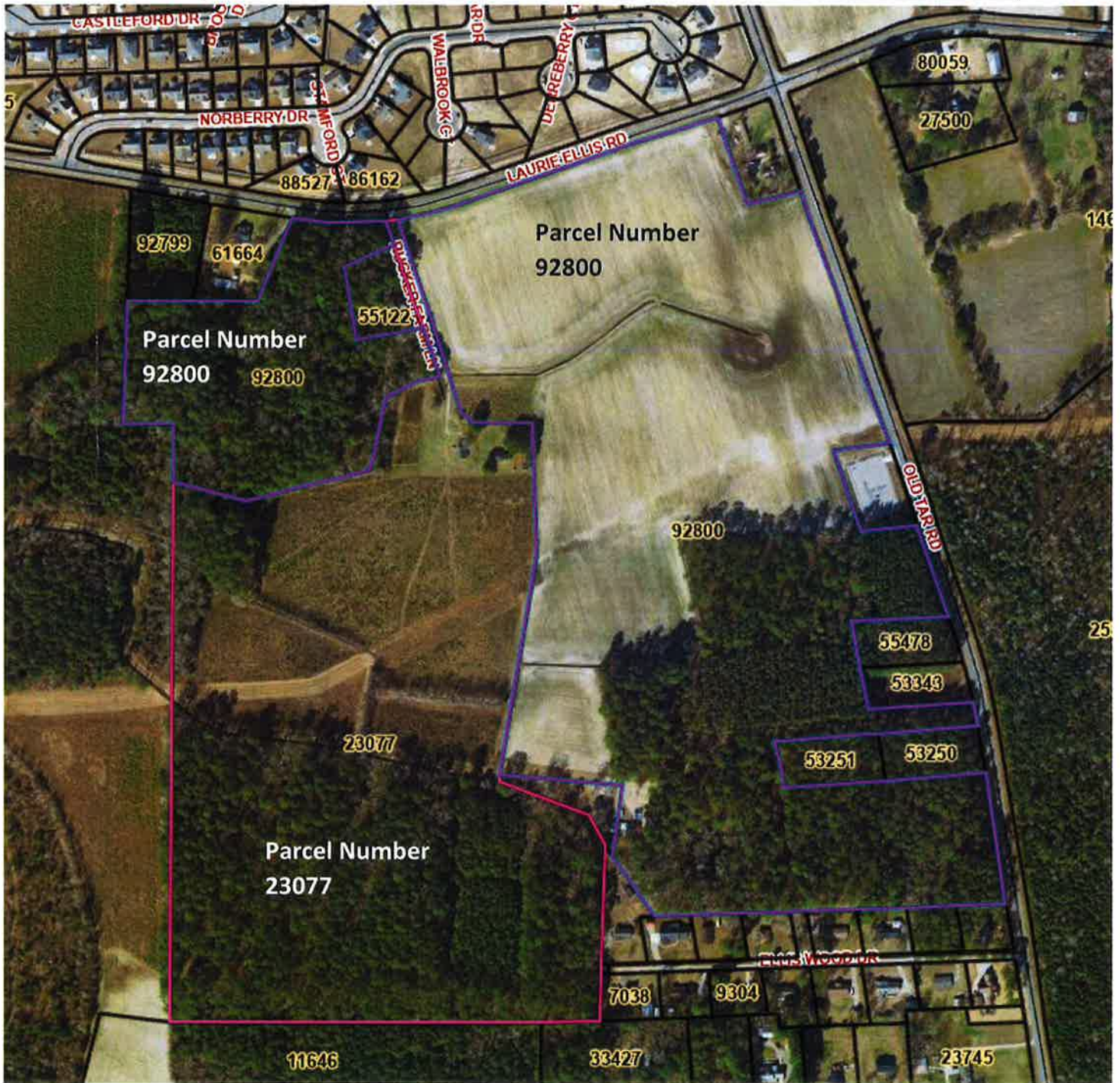


Rucker Farm Rezoning Map



Subject properties shown below in purple/pink outline .

Image below is using the Pitt County Online Parcel Information Systems (OPIS) website:
<https://gis.pittcountync.gov/opis/>



ELLIS PEDRO BALDERAS TRUSTEE
LAURIE HOWARD ELLIS JR EXEMPT DECEDENTS
TRUST
ETAL
1036 MADISON AVE
SAN DIEGO, CA 92116

TOWN OF WINTERVILLE
PO BOX 1459
WINTERVILLE, NC 28590

ROBERT L EDWARDS
417 AVALON RD
WINSTON SALEM, NC 27104

ROBERT WATERS
AMANDA WATERS
705 ELLIS WOOD DR
WINTERVILLE, NC 28590

PAUL FARMER
JACOB FARMER
4187 JOSH SMITH RD
GRIMESLAND, NC 27837

GEORGE DICKENS
MARGARET KELSO
525 GRAVEL HILL RD
FORK UNION, VA 23055

BELINDA YANDA
MICHELLE YANDA
10323 SW 114TH ST
MIAMI, FL 33176

CITY OF GREENVILLE
GREENVILLE UTILITIES COMMISSION
PO BOX 1847
GREENVILLE, NC 27835

JIANG LIU MEI
XIAOHUI CHEN
2809 STAMFORD CT
WINTERVILLE, NC 28590

CHARRO WARD
LAURA WARD
2819 WALBROOK CT
WINTERVILLE, NC 28590

LORRAINE RUCKER
4433 NORRIS STORE RD
AYDEN, NC 28513

HANS PETER KATTENTIDT
CARRIE KATTENTIDT
554 LAURIE ELLIS RD
WINTERVILLE, NC 28590

JASON THOMAS
709 ORCHARD LN
WINTERVILLE, NC 28590

BRENDA DONALDSON
PO BOX 762
WINTERVILLE, NC 28590

GARY SMITH
PATRICIA SMITH
753 ELLIS WOODS DR
WINTERVILLE, NC 28590

CHARLES ARNOLD
KARLENE HEWAN-LOWE
ETAL
740 GREENVILLE BLVD
GREENVILLE, NC 27858

SARA ROLLINS SARINGER LIFE ESTATE
SARA MAUREEN SARINGER REMAINDER
ETAL
809 EGAN ST
DENTON, TX 76201

KARL WESLEY MCLAWHORN JR
KARLA MCLAWHORN ALLEN
PO BOX 611
WINTERVILLE, NC 28590

PATRICIA STREETER
2820 WALBROOK CT
WINTERVILLE, NC 28590

DAVIDSON GILLETTE
SARAH GILLETTE
2815 DERREBERRY CT
WINTERVILLE, NC 28590

SOUTHBROOKNC LLC
PO BOX 38
HOLLY SPRINGS, NC 27540

HILDA STOKES MCGLOHON
920 WAINRIGHT LN
GREENVILLE, NC 27834

MICHAEL BUNTING
JOSEPH BUNTING
704 ELLIS WOOD DR
WINTERVILLE, NC 28590

KEVIN DANIELS
DAWN DANIELS
110 A SUNSHINE LN
WINTERVILLE, NC 28590

MONROE WATERS
LORRAINE WATERS
PO BOX 34
WINTERVILLE, NC 28590

SUSAN BROGDEN
4521 WATERWHEEL TURN
PENSACOLA, FL 32514

ANITA GRIFFIN
317 BRUNER AVE
EVERGREEN, AL 36401

RANDY STOKES
DANIELLE STOKES
2806 STAMFORD CT
WINTERVILLE, NC 28590

WILL KUHN HOMES LLC
4226 DUNHAGAN RD
GREENVILLE, NC 27858

CHRISTOPHER BAREFOOT
JANA BAREFOOT
2813 DERREBERRY CT
WINTERVILLE, NC 28590

**KRISTIN SAWYER
DARRIS SAWYER
2811 DERREBERRY CT
WINTERVILLE, NC 28590**

**JANE MELLON BOFENKAMP
MARY MELLON
PO BOX 1827
WAKE FOREST, NC 27588**

**RICHARD LANCASTER
ELIZABETH LANCASTER
656 NORBERRY DR
WINTERVILLE, NC 28590**

**JOAN ABERNATHY NEAL
JOAN ABERNATHY NEAL TRUSTEE FBO WALTER
LOUIS ROTH III
ETAL
750 HERMITAGE RD
MANAKIN SABOT, VA 23103**

**RANDY SCHMIDT
CYNTHIA SCHMIDT
658 NORBERRY DR
WINTERVILLE, NC 28590**

**WILLIAM DONALDSON
BRENDA DONALDSON
PO BOX 51
STOKES, NC 27884**



***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%20ConsistencyStatements_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.
 5. That the applicant has agreed to the use limitations and conditions as proposed and/or imposed for the requested Conditional District.

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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: December 8, 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 meeting listed below.

Prepared By: Donald Harvey, Town Clerk

Date: 11/25/2025

ABSTRACT ROUTING:

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

Supporting Documentation

Approval of the following set of Council Meeting Minutes:

- ❖ November 10, 2025 Regular Meeting Minutes.

Budgetary Impact: NA.

Recommendation: Staff recommends Council approve the minutes.



**WINTERVILLE TOWN COUNCIL
MONDAY, NOVEMBER 10, 2025 – 6:00 PM
REGULAR MEETING MINUTES**

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

Richard E. Hines, Mayor
Johnny Moye, Mayor Pro Tem
Brandy Harrell, Councilwoman
Shantel Hawkins, Councilwoman
Veronica W. Roberson, Councilwoman
Lisa Smith, Councilwoman
Keen Lassiter, Town Attorney
Terri L. Parker, Town Manager
Anthony Bowers, Assistant Town Manager
Chris Williams, Police Chief
David Moore, Fire Chief
Cliff McGuffin, Public Works Director
Ron Mills, 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
Tristyn Daughtry, Economic Development Planner
Angela Fuller, Human Resource Director
Donald Harvey, Town Clerk

CALL TO ORDER: Mayor Hines called the meeting to order at 6:00 PM on Monday, November 10, 2025. He opened by stating, Good evening I would like to call the Winterville Town Council meeting to order. Today is Monday, November 10, 2025. The time is 6 o'clock.

INVOCATION: The invocation was given by Pastor Mike Atkins from Open Door Church.

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

WELCOME: Mayor Hines welcomed everyone to the November meeting, noting "We have a nice crowd here tonight for the November meeting. Good to see everybody out." He specifically thanked Pastor Atkins, who he mentioned was new to the area and had been invited to attend.

ROLL CALL: Roll call was completed with all members present.

APPROVAL OF AGENDA:

Town Manager Parker informed the Council of one addition to public comment, noting that the form was at their seats.

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

PROCLAMATIONS:

1. World Pancreatic Cancer Day: Town Clerk Harvey announced that World Pancreatic Cancer Day would be November 20th. The proclamation was included in the agenda packet, though no representative was present to receive it.

2. Sam Jones BBQ: Town Clerk Harvey read a proclamation honoring Sam Jones BBQ, which opened on November 10, 2015, at 715 West Fire Tower Road in Winterville.

Sam Jones accepted the proclamation, thanking the Mayor and Council. He stated, "Mayor and fellow Councilman, and Councilwoman. Thank you all so much for recognizing us." He introduced his team members present, noting they were all "raised right here within a baseball throw from where we are standing." Jones reflected on the recognition, saying, "We have received a bunch of accolades over the years, but it is always nice when the home team roots for us. I do not think any sports team likes to score or hit the home run and look over and see their teammates hum drum." He emphasized that their achievements benefit not just the restaurant but "our community, our region, and the state of North Carolina." He concluded by announcing their 10-year anniversary celebration on Sunday with proceeds benefiting the Make-A-Wish Foundation of Eastern North Carolina, saying "So we love to see each and every one of you all and those in attendance here. Thank you all again. Thank you."

3. Veterans Day: Town Clerk Harvey read the Veterans Day proclamation for November 11, 2025. The proclamation recognized the service of armed forces members who "have valiantly defended these values throughout our nation's history" and remembered "those who sacrifice ended in permanent injury or death." It called upon citizens to observe the day "with appropriate manners in honor of veterans with the living and deceased who have served this country so willingly to preserve the principles of justice, freedom, and democracy."

PRESENTATIONS:

1. Municipal Grant Award - David Horn and Kelly Andrews: Economic Development Planner Daughtry announced exciting news: "We were recently awarded a municipal grant sponsored by the Greenville ENC Alliance, and Pitt County Economic Development in the amount of \$19,000 dollars to sponsor our rebranding and marketing initiative." She explained that the project would strengthen community identity, improve communication, and enhance their ability to communicate with residents, visitors, and businesses. A professional marketing firm would be hired to conduct the work.

David Horn from the Alliance spoke about the partnership between his organization and Pitt County to double the available funds for municipalities. He emphasized, "We could not be successful without Winterville because, our growth rate overall in Pitt County as its projected is going to be, at a nice steady pace. We are going to have to keep more of our talent that is produced here, and we are going to have to attract more. And they want people want to live in wonderful communities like Winterville."

Kelly Andrews from Pitt County Economic Development added her support, saying "We wanted the towns to tell us what's important to you, not us dictate what, you know, what it is that's important. So, you came together and decided that marketing and branding was important, and we couldn't agree more." She concluded with enthusiasm, mentioning she would "pick up my smokehouse potato on the way home" from Sam Jones.

2. Winterville Chamber of Commerce – Rebecca Caveness, Executive Director of the Winterville Chamber of Commerce, delivered a comprehensive presentation about the chamber's work and mission. She began by explaining her motivation: "I've been in communication a little bit with Town Manager Parker and, in fact, had a conversation with Mayor Pro Tem Moye recently that made me kind of start to think about what could I do to help you all have better tools and knowledge at your disposal about what it is our chamber does." She explained the chamber's structure as a 501(c)(6) organization, emphasizing it is "a little bit different than a 501(c)(3) or (c)(4)." She noted that being an independent membership-based organization allowed flexibility, especially important in Winterville where businesses might have a Winterville address but not be within town limits: "I don't have to obey those rules super strictly, and I'm grateful for that."

The chamber's mission, she explained, 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." She emphasized that small town rural chambers focus not just on economic development but community engagement as well. Caveness shared her personal connection to Winterville: "I literally grew up in small business because my parents are small business owners, and they started their business the year I was born." She grew up in Winterville, attending Robinson, Creekside, Hope Middle School, and graduating from South Central. She proudly noted the transition in recognition: "Growing up here, everybody knew my dad, and I was Tim Tyson's daughter. And now I have become, you know, known enough that he is now Rebecca Caveness' s father."

She detailed significant milestones including their first failed attempt at small business bingo, which they transformed into a successful scavenger hunt with 63 teams participating and 377 submissions. Other achievements included hosting their first Market on the Square with a beer garden, surpassing sponsorship revenue goals for the first time ever, hosting golf cart parades, securing three new grants or scholarships, launching the BREW (Building Resilient Entrepreneurs in Winterville) accelerator program with 7 business graduates, reaching a record high membership of 140, and completing a comprehensive overhaul of bylaws and policies. Caveness outlined upcoming events including the Annual Celebration and Community Awards on December 10th, where Mayor Pro Tem Moye, Police Chief Williams, and Parks and Recreation Director White were finalists for Public Servant of the Year. She mentioned the Thanksgiving meals initiative typically feeding 80 families, the State of Community Luncheon in January, and various other programs throughout the spring.

She concluded with a powerful statement about her role: "Serving as the chamber's director, in my opinion, is a responsibility. I take it really seriously. It is a role that I deeply value. Every day, I am working to support our business community, elevate Winterville's strengths, and create opportunities for growth."

PUBLIC COMMENT: Mayor Hines read the Public Comment Policy.

1. Glenn Johnson – Living in Winterville: Glenn Johnson of 459 Williamson Drive began his comments by addressing "Mister mayor, council, and to all the gentlemen to my rear, living in Winterville, what does that mean? What does that mean to me specifically?" He shared that since moving to Winterville in 2014, he had unexpectedly met four people from his hometown of Asbury Park, New Jersey, and two from Philadelphia. He spoke about being called to serve the community, including his appointment by the governor to the brain injury advisory council and becoming a member and chair of CFAC (Consumer Family Advisory Council). Johnson emotionally recounted sharing his survival story from a 2010 accident where he was on life support for two years, including experiencing cardiac arrest. When asked if he would change anything about his experience, Johnson replied, "No... I am a resident of Winterville where it is nice, quiet, and comfortable. We treat everybody like family. You know, I talked to everybody. They talked to me. There's no difficulties." He concluded warmly: "I love being a part of slice of good life and part of all you guys are family to me. And the acronym for family is forget about me. I love you. Thank you very much."

2. Ross Peterson – Town Services: Ross Peterson of 2434 Cannon Road began by congratulating Mayor Hines, Councilman Moore, and Councilwoman Hawkins on their reelection. He then launched into his advocacy for returning weekly recycling service, stating, "As all are aware, I am an advocate, bringing back weekly recycling that has been public service for decades upon up to last year." Peterson challenged several claims made about the service cuts, noting that despite comments that municipalities would be fined, "none have been." He questioned the math behind the decision: "That the cost of collecting and recycling and trash was putting a deficit on the town, but when slashing half of recycling, it only saved \$100,000." He posed fundamental questions about government services: "What are our tax dollars supposed to be used for? I do not understand the thought process of collecting trash and recycling as a deficit. That is what our tax dollars are for." He expressed concern about the town's priorities, saying, "We were supposedly worried about the deficit of trash recycling that we had to cut services after raising taxes, but then we turned around and gave a raise to council, gave funds away to nonprofits, supporting events that serve less than 10 percent of the population, and gave a generous raise to employees." Peterson also raised concerns about proposals for a community center, warning about ongoing costs. He suggested focusing on partnerships instead: "Should we not work with partnerships with the county or even the city of Greenville since they have the amenities, or even partner with private industry that may have the funding." He concluded on a positive note: "Outside of politics, I would like to give thanks during this time of season. I am thankful for this town I love, where I shop, eat, and do business at local establishment, worship at Winterville Baptist, attend and volunteer at local events like the watermelon festival... And finally, I am thankful for the Lord God for all the blessings that he may continue to bless our little slice of the good life in Winterville, North Carolina."

3. Mat de Jesus – Congratulations: Mat de Jesus delivered an enthusiastic congratulatory speech, wearing a commemorative shirt. She began by acknowledging council members: "Lisa, Veronica, and Brandy, I know you're so happy that you got your same members back." He praised the election process, noting "The mayor brought us breakfast. The good police officer over there gave us drinks and snacks. The people cleaned up the signs." He celebrated the historic nature of the results: "These trailblazers are really blazing the trail. Mayor Hines, you made history. A second time? Oh, that is history, Johnny. You said 18 years. Now you got 4 more years. Shantel... Woah. I am so excited." de Jesus was particularly moved by Councilwoman Hawkins' vote total: "Girl, I am surprised it's you. I am surprised that the number of people came out too. That high number that you got, oh my goodness. That show that you were doing something that the town like that the people like." She concluded with wordplay on Winterville's name: "Winterville start with a W. It ends with a E. And I say, I voted for you. Mat voted for you, but there is no such thing as Mat or me. It is We. We, the people, voted for you, a strong voice."

CONSENT AGENDA:

Items included in the Consent Agenda:

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.

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

OLD BUSINESS: None, there were no old business items to discuss.

NEW BUSINESS:

1. Articulating Telescopic Aerial Device - AT37G Purchase (Bucket Truck): Electric Director Mills requested permission to purchase an AT37G articulated telescope aerial device (bucket truck) for \$171,000, noting they had budgeted \$175,000. He explained the prices were obtained using a wholesale contract.

Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to approve the purchase of the Articulating Telescopic Aerial Device - AT37G (Bucket Truck). Motion carried unanimously, 5-0.

2. Resolution (25-R-111) Requesting NCDOT to Relocate the Center Line:

Assistant Town Manager Anthony Bowers presented a resolution to relocate the center line on Main Street between Mill Street and Railroad Street. He provided background: "Councilwoman Hawkins has requested the NCDOT look at making changes on Main Street regarding the parking on the side of the road for several months historically. The concern was based on the effect the parking was having on and the congestion created as a threat posed to motorists." Bowers explained that NCDOT reviewed the area and determined the parking spots were within standard, but offered three options: move the center line over almost 2 feet to give eastbound traffic more space from parked vehicles, request removal of the parking spots (though they were deemed within standards), or leave it as is.

A five-minute recess was called during the discussion; the meeting then reconvened.

Motion made by Councilwoman Hawkins and seconded by Mayor Pro Tem Moya to accept Resolution (25-R-111) to request that NCDOT relocate the center line on Mill Street, on Main Street from Mill through Railroad Street

Discussion ensued about also investigating the right-of-way on the opposite side where car dealership vehicles may be encroaching. Councilwoman Roberson asked, "Does that note motion take into account the investigation of DOT enforcing their right of way, you know, where those cars are, that car dealership?"

Councilwoman Hawkins responded that the issues were on opposite sides of the street and clarified her safety concerns: "I would like to share as a caution, if this is not voted on, which it probably won't be and that's fine, I want like to share that I have used my voice in terms of caution. It is not if, but it is when. Because everybody that turns on that street has to ear towards the double line, and to simply move the center lines over some is more help than hurt."

Bowers suggested they could address both issues, with the center line relocation through this resolution and investigate the right-of-way issue separately.

Motion carried unanimously, 5-0.

OTHER AGENDA ITEMS:

1. Speeding on Mill Street: Residents and Driver Safety. (Councilwoman Hawkins).

Councilwoman Hawkins raised concerns about speeding on Mill Street, emphasizing safety hazards for elderly residents and young children. She reported bringing the issue to Chief Williams' attention on July 14th and again on September 20th. She noted seeing a speed monitor recently placed before the four-way stop sign but emphasized that "Speeding is happening prior to you get to the always stop sign and down my street." Chief Williams responded comprehensively: "Of course, councilwoman, your concerns are our concerns as well. We don't like people speeding in town any more than you do." He acknowledged there are over 300 streets in Winterville and "almost probably all of them we've had a had a complaint of speeding at some point or another."

The Chief explained the data collection devices: "The signs that you just spoke of, if you noticed, the ones on Cooper Street and Main Street flash the speed as you go by. The ones by your house do not because all they're doing is recording data." He detailed how the data would show car counts, speeds, and times, allowing them to "collate data and draw a picture of when it would be smart to patrol there." Williams reported enforcement activity: "In the last 30 days on Mill Street, we've taken 40 law enforcement actions resulting in 8 citations, 2 vehicle searches, and 18 written letters." He emphasized the strategic approach: "When we look at that across 30 days and we look at, I don't know, from 3 to 4 o'clock in the afternoon when it gets really busy over there And we find out that even though that's busy, the congestion keeps speeds down... However, you go to 10 o'clock at night where there is really no traffic, it is dark and people should not really be speeding, that's when everybody flying through there."

Councilwoman Hawkins thanked him and noted, "I will find that most of the speeding is in the evenings and on the weekends... it's the noise, it's the revving in all of my neighbors most of my neighbors are elderly as well as children." Town Manager Parker added a broader perspective: "We have been taking a large town wide look at particularly the speeds within subdivisions. As some of our new subdivisions are coming on board, I do not know that speed limits per se are getting set for what should be the speed within some of these. And 35 is, I think, we would all agree way too fast." She indicated staff would bring a comprehensive speed limit review to council in the coming months.

2. Winterville Dollar Tree: Exterior landscape and grounds keeping. (Councilwoman Hawkins).

Councilwoman Hawkins briefly addressed concerns about trash, debris, and unmaintained grass at Dollar Tree. She reported receiving many calls and having spoken with staff, with a meeting scheduled with the store manager. She emphasized this was done "with regards in respect to consumers that are going there who deserve a clean area to shop and one that is well maintained in terms of landscaping."

3. Pitt Community College: Update on Ongoing Quest for Additional Trade. (Councilwoman Hawkins).

Councilwoman Hawkins provided a quick update on her ongoing contact with Pitt Community College leadership about utilizing the Greenville site on Memorial Drive for additional trades programs. She assured residents "this is not going dormant, but we are still meeting on this."

4. Hillcrest Park: Commemorative Plaque. (Councilwoman Hawkins).

Councilwoman Hawkins noted she had brought this issue before council in September and needed to meet further with the Human Relations Board. She emphasized "it is very important that I keep the people of Winterville, informed and that this has not gone dormant."

ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:

1. Town Strategic Plan: Town Manager Parker explained these were placeholder items she had been including for several months. She was in the process of contacting the League to find out their calendar for 2026 strategic planning workshops and would report back by January with dates.

2. Amendments to Code of the Ordinances / Council Rules of Procedures: This item was noted as pending for future discussion.

3. Accessory Dwelling Units: Town Manager Parker provided an update on pending legislation in Raleigh that would direct municipalities to approve accessory dwelling units. She noted they would have the opportunity to add local requirements but would not be able to prohibit them if the legislation passes. Town Attorney Lassiter reported the legislation had been passed to the ethics committee for review. Parker suggested holding off until the legislature makes a final decision.

4. Essential Training: Mayor Hines also discussed Essential Municipal Government training opportunities, listing several dates and locations for 2026, with Rocky Mount on February 12-13 being his preference for the ethics training requirement.

ANNOUNCEMENTS: Town Clerk Harvey highlighted key upcoming events including the Veterans Day event on November 11th at 2:00 PM (moved inside the Fire Department due to weather), and the December 13th Christmas festivities including the parade at 2:00 PM, market from 2:00-6:00 PM, and tree lighting at 5:00 PM.

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

Councilwoman Hawkins began with deep gratitude: "I would like to first start out by thanking the people of Winterville for coming out on Tuesday, election day, as well as through early voting and casting your vote for me to continue serving you and speaking for you. There were 1042 votes that spoke very loudly and in alignment with what Winterville wants, desires, and had the power to choose."

She pledged continued service: "I promise to never forget who have reelected me, and I pledge to continue to speak for, by, and of the people of Winterville." When asked by a news reporter about working with council, she had responded: "So as long as they put the people first, that I have never worked against the council, I have been opposed. I have been voted against, but it is not me. It is the people because that is who I am speaking for." She concluded with scripture and recognition of veterans: "Philippians 2 and 4 says, let each of you look not only to his own interests, but also in the interests of others. I am looking forward to serving the people here in Winterville. I am looking forward to working with the staff, and I am looking forward to doing God's will. And I would like to say to the veterans, as my grandfather fought in World War 2 and my dad served in Vietnam War that we honor all veterans and thank you for ensuring our protection."

Councilwoman Harrell thanked staff for their daily work "and the things that we do not see." She congratulated the reelected officials and honored veterans. She provided a detailed update on the SNAP benefits advocacy initiative, noting the Boys and Girls Club of Winterville was serving as a central hub for food distribution. She reported that as of the meeting, \$46,130 had been raised through the United Way, though more donations were needed. She emphasized: "So together, we want to make sure that no family in Winterville or Pitt County goes hungry during this time and thereafter."

Mayor Pro Tem Moye expressed heartfelt thanks to voters: "I would like to say thank you so kindly from the bottom of my heart." He shared his experience with the Ripe for Revival mobile market, noting the quality of the food and the inclusive approach where "if you have money, donate. But if you do not have anything, you still can take some things out." He recognized veterans with personal connection: "I have 4 brothers and my father. They are all veteran. I was the only 1 did not go. You know, you're always going to have 1, but I thank god that we did have at least them have the opportunity to be in the armed force also."

Councilwoman Roberson thanked staff for their responsiveness and congratulated both election winners and voters "for taking that time to care about their community." She requested a report on low and middle-income housing, citing complaints about office hours and empty units not being filled. Town Manager Parker agreed to investigate and report back. Roberson announced Mount Shiloh Missionary Baptist Church's annual community dinner and giveaway on Saturday with no cost. She highlighted the blessing boxes around town "If you don't believe people are getting that food out of there, you put some in there one day and you come back in about 3 hours. It is gone. The one in front of our church stays empty." She urged citizens to contribute to these boxes in response to SNAP benefit delays.

Councilwoman Smith offered a message of unity: "As we enter the season of Thanksgiving and Christmas, I just I hope that we will always remember not just during the season, but always we should treat each other with respect and kindness and love." She thanked staff for their monthly reports, saying "Often times, I am overwhelmed and amazed at the work that is done behind the scenes to serve our community." She reminded everyone: "Don't just wait till Veterans Day to thank a veteran. Thank them every day."

Attorney Lassiter thanked the council for the Veterans Day proclamation and reminded everyone to fly their flags. He announced the need for a closed session under two statutes for property negotiation guidance and attorney-client privilege.

Manager Parker congratulated the re-elected officials and thanked staff, particularly veteran staff members. She shared personal connections to military service: "My family has a long history of service and my father in the United States Army, and I currently have my 1 and only nephew serving in the United States Marine Corps in Camp Pendleton in in California."

Mayor Hines expressed gratitude to voters for re-electing him and acknowledged Councilwoman Hawkins and Councilman Moore for braving the elements during campaigning: "They stood and braved the elements. They did better than I did." He reflected on the importance of their work: "We put in the work now. You know, we need to get the return back, you know, to us." He thanked veterans, particularly those on town staff, and shared his personal situation as a federal employee on hiatus for 40 days, maintaining optimism: "Look like I'm gearing to get off hiatus, but we can only pray. But if we do not, it is all good. We're still going to make it." The Mayor emphasized accessibility: "As I was talking to the citizens that were coming up to the polls, I'm here. My door is open. My email is accessible. My phone number is accessible. We have public comment section... but just be reminded, stick to the topic, and we'll get you an answer."

Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to go into Closed Session under NCGS § 143-318.11.(a)(5) to discuss property acquisition negotiations and under (a)(3) for attorney-client privilege matters Motion carried unanimously, 5-0.

CLOSED SESSION:

Motion made by Councilwoman Smith and seconded by Councilwoman Roberson to return to Open Session. Motion carried unanimously, 5-0.

ADJOURN:

Motion made by Councilwoman Harrell and seconded by Mayor Pro Tem Moye to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 9:20 pm.

Adopted this the 8th day of December 2025.

Richard E. Hines, Mayor

ATTEST:

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 8, 2025

Presenter: Donald Harvey, Town Clerk

Item to be Considered

Subject: 2026 Council Meeting and Budget Calendars.

Action Requested: Approval of Calendars.

Attachment: Draft Calendars Listed below.

Prepared By: Donald Harvey, Town Clerk

Date: 11/25/2025

ABSTRACT ROUTING:

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

Supporting Documentation

Approval of the following 2026 Calendars:

- Draft 2026 Regular Council Meeting Calendar; and
- Draft 2026 Holiday Calendar; and
- Draft 2026-2027 Budget Calendar.

Budgetary Impact: NA.

Recommendation: Staff recommends approval of the 2026 Calendars.



TOWN COUNCIL 2026 REGULAR MEETING CALENDAR

DATE	DESCRIPTION	TIME	LOCATION
Monday, January 12, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, February 9, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, March 9, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, April 13, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, May 11, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, June 8, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, July 13, 2026	NO MEETING	NA	NA
Monday, August 3, 2026 (Note Change)	Regular Council Meeting	6:00 pm	THAR
Monday, September 14, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, October 12, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, November 9, 2026	Regular Council Meeting	6:00 pm	THAR
Monday, December 14, 2026	Regular Council Meeting	6:00 pm	THAR

**THAR: Town Hall Assembly Room
2571 Railroad Street
Winterville, NC 28590**

Adopted by Town Council – 12/8/2025



TOWN OF WINTERVILLE

2026 HOLIDAY CALENDAR

DATE	HOLIDAY
Thursday, January 1, 2026	New Year's Day
Monday, January 19, 2026	Martin Luther King Jr. Birthday
Friday, April 3, 2026	Good Friday
Monday, May 25, 2026	Memorial Day
Friday, June 19, 2026	Juneteenth
Friday, July 4, 2026	Independence Day
Monday, September 7, 2026	Labor Day
Wednesday, November 11, 2026	Veterans Day
Thursday, November 26, 2026, and Friday, November 27, 2026	Thanksgiving
Thursday, December 24, 2026, Friday, December 25, 2026, and Monday, December 28, 2026,	Christmas

Source: North Carolina State Human Resources Holiday Schedule.

Town Council Approved - 12/8/2025.



TOWN OF WINTERVILLE

FY 2026-2027

BUDGET CALENDAR

DATE	DESCRIPTION	TIME	LOCATION
Tuesday, January 27, 2026	Town Annual Planning Meeting – Part 1	5:30 pm	THECR
Tuesday, February 3, 2026	Town Annual Planning Meeting – Part 2 (TENTATIVE)	5:30 pm	THECR
Monday, February 16, 2026	Distribution of Budget Worksheets to Management Team	NA	TMGR OFFICE
Monday, March 30, 2026	Management Team Recommendations Due	5:00 pm	TMGR OFFICE
Monday, May 4, 2026	Town Council & Manager Progress Meeting	6:00 pm	THECR
May 5-8, 2026	Manager Review with Management Team	NA	TMGR OFFICE
Monday, May 18, 2026	Hand delivery of the Recommended Budget	NA	NA
Thursday, May 21, 2026	Town Council Budget Work Session #1	6:00 pm	THAR
Tuesday, May 26, 2026	Town Council Budget Work Session #2	6:00 pm	THAR
Thursday, May 28, 2026	Town Council Budget Work Session #3 (TENTATIVE)	6:00 pm	THAR
Monday, June 1, 2026	Public Hearing	6:00 pm	THAR
Monday, June 8, 2026	Adoption of the FY 2026-2027 Budget Ordinance	6:00 pm	THAR
Wednesday, July 1, 2026	Fiscal Year Begins	NA	NA

THAR:
Town Hall Assembly Room
2571 Railroad Street
Winterville, NC 28590

THECR:
Executive Conference Room
2571 Railroad Street
Winterville, NC 28590

TMGR Office
Town Manager's Office
2571 Railroad Street
Winterville, NC 28590

DEPOT:
~~Winterville Train Depot~~
~~Railroad Street~~
~~Winterville, NC 28590~~

Approved by Town Council - 12/8/2025
Please NOTE the times of the meetings vary.



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 8, 2025

Presenter: Jessica Manning, Finance Director

Item to be Considered

Subject: Budget Amendment 2025-2026-4.

Action Requested: Approval of the Budget Amendment.

Attachment: Budget Amendment 2025-2026-4.

Prepared By: Jessica Manning, Finance Director

Date: 11/25/2025

ABSTRACT ROUTING:

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

Supporting Documentation

This is the fourth budget amendment for the 2025-2026 Fiscal Year.

This budget amendment addresses the need to increase the Miscellaneous Grant line item in the amount of \$19,000 to account for the Grant we have been awarded from the Greenville Eastern North Carolina Alliance for the Town of Winterville Rebranding and Marketing Project. The Non-Departmental Economic Development line item will be increased by \$19,000 as well.

Budgetary Impact: Budgetary Impact of \$19,000.

Recommendation: Staff recommends Council approve the Budget Amendment.

BUDGET ORDINANCE AMENDMENT 25-26-4

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

SECTION 1. Revenues are to be changed as follows:

LINE ITEM DESCRIPTION	Fund		Account		Increase	Decrease
Miscellaneous Grant	General		10-0000-00	3420	\$ 19,000	

Total **\$ 19,000** **\$ -**

SECTION 2. Appropriations are to be changed as follows:

LINE ITEM DESCRIPTION	Fund	Department	Account		Increase	Decrease
Economic Development	General	Non-Departmental	10-9500-00	5135	\$ 19,000	

Total **\$ 19,000** **\$ -**

Adopted the 8th day of December 2025.

Richard E. Hines, Mayor

Donald Harvey, Town Clerk



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 8, 2025

Presenter: Cliff McGuffin, Public Works Director

Item to be Considered

Subject: Emergency Stormwater Repair on Channel Drive.

Action Requested: Retroactive Approval of Emergency Repair.

Attachment: Bid Tab.

Prepared By: Cliff McGuffin, Public Works Director

Date: 11/25/2025

ABSTRACT ROUTING:

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

Supporting Documentation

Town staff has received bids for an emergency stormwater line repair as the existing pipe has collapsed and caused property damage and safety concerns. The project will be over \$30,000 and needs council approval. Three bids were obtained and are in the Agenda packet and the budget amendment for this project was approved at the October meeting. Staff went with the lowest bidder for the repair.

Budgetary Impact: Budget Amendment was approved at October Meeting for repairs.

Recommendation: Staff recommends retroactive approval of Emergency Stormwater Repair on Channel Drive.

Emergency Stormwater Line Repair Channel Drive

East Coast Grading & Utilities, LLC

Total- \$47,240.00

E.R. Lewis Construction

Total- \$63,350.00

Tripp Brothers, Inc

Total- \$79,118.44



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 8, 2025

Presenter: Stephen Penn, Planning and Economic Development Director

Item to be Considered

Subject: Fortner Commercial LLC (Reedy Branch Storage) Annexation Petition.

Action Requested: Direct Town Clerk to Investigate Sufficiency of Annexation.

Attachment: Annexation Petition, Metes and Bounds/Legal Description, and Annexation Map.

Prepared By: Stephen Penn, Planning and Economic Development Director

Date: 11/24/2025

ABSTRACT ROUTING:

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

Supporting Documentation

Applicant: Tyler Justin Fortner & Ark Consulting Group, PLLC.

Location: 4771 Reedy Branch Rd.

Parcel Numbers: 2230

Site Data: 3.7162 acres.

Zoning: Industrial.

Staff Analysis:

This site has been developed for Mini-Storage/Warehousing. The property owners are now in the process of adding office space to the site and are applying for an annexation in order to connect to Town sewer.

Anticipated Annexation Schedule:

12/8/25: Direct Town Clerk To Investigate Sufficiency.

1/12/26: Schedule Public Hearing.

2/9/26: Hold Public Hearing.

If approved, anticipated Effective Date will be February 28, 2026.

Budgetary Impact: TBD.

Recommendation: Staff recommends Council direct Town Clerk to Investigate Sufficiency of Annexation

PETITION REQUESTING ANNEXATION

Date: July 8, 2025

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

1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.

- All owners of the property must sign.

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

Description

See attached legal description.

Name Tyler Justin Fortner Address 3910 US 264 East, Greenville, NC 27834

Signature 

Name _____ Address _____

Signature _____

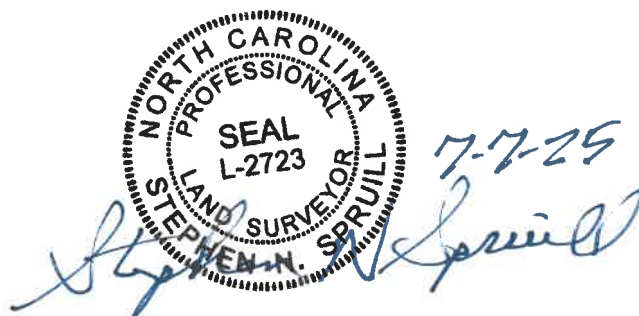
Name _____ Address _____

Signature _____

LEGAL DESCRIPTION FOR ANNEXATION OF PARCEL 02230

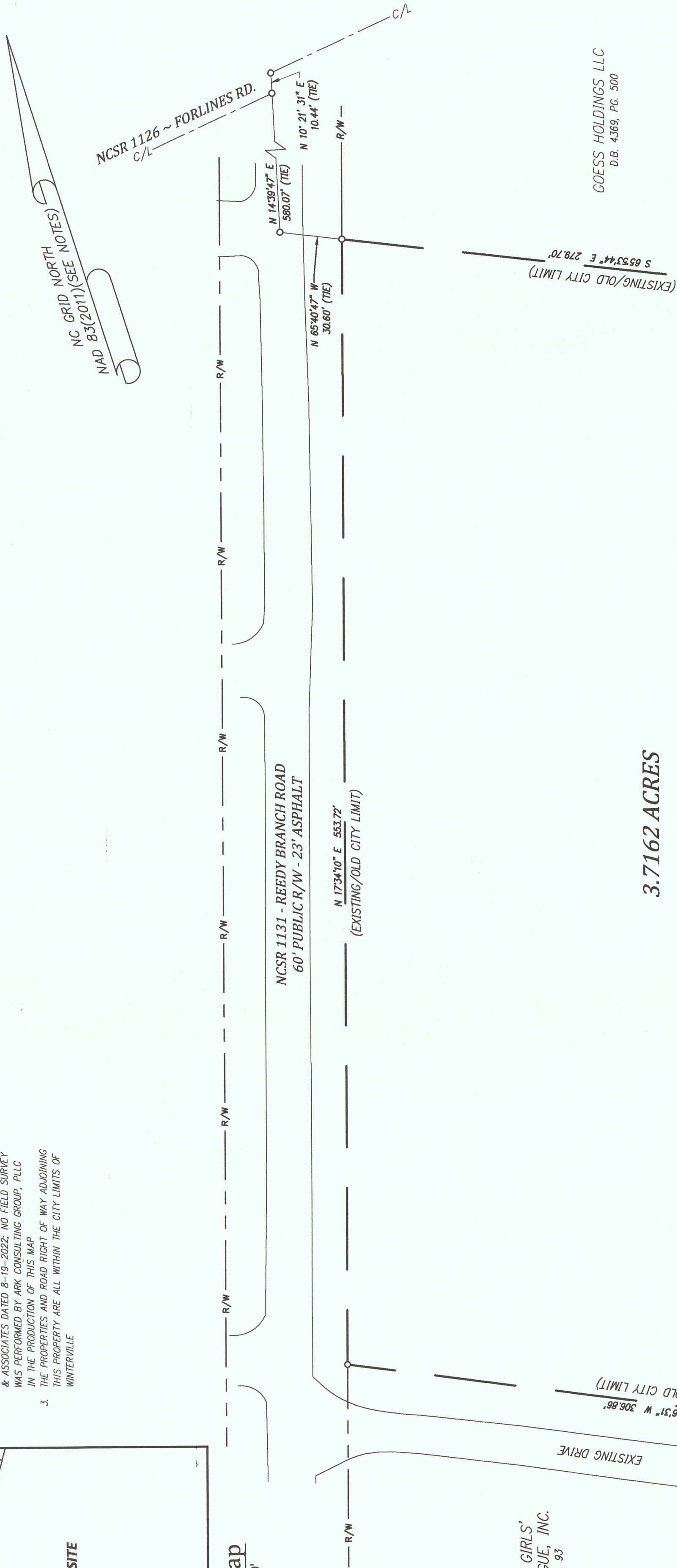
Being that certain tract or parcel of land lying and being situate in the Winterville Township, Pitt County, North Carolina on the east side of NCSR 1131 (Reedy Branch Road) and being bounded on the north by the property of Goess Holdings, LLC, on the east and south by the property of Pitt County Girls' Softball League, Inc. on the west by NCSR 1131 (Reedy Branch Road) and being more particularly described as follows:

Commencing at a point at the centerline intersection of NCSR 1131 (Reedy Branch Road) and NCSR 1126 (Forlines Road) lying east of said NCSR 1131; running thence S 10°21'31" W 10.44 feet to a point at the centerline intersection of NCSR 1131 and NCSR 1126 lying west of NCSR 1131; thence S 14°39'47" W 580.07 feet to a point in the center of NCSR 1131; thence S 65°40' 47" E 30.60 feet to an existing iron bar on the eastern right of way line of NCSR 1131 at the southwest corner of the property of Goess Holdings, LLC as described in Deed Book 4369, Page 500 and being the POINT OF BEGINNING; thence from said being point so established with the Goess Holdings, LLC south property line S 65°53'44" E 279.70 feet to an existing iron pipe on the west line of the property of Pitt County Girls' Softball League, Inc. as described in Deed Book 624, Page 93; thence with the west line of said Pitt County Girls' Softball League, Inc. S 14°52'57" W 562.50 feet to an existing iron pipe and N 64°56'31" W 306.86 feet to an existing iron pipe on the eastern right of way line of NCSR 1131 (Reedy Branch Road); thence with the eastern right of way line of NCSR 1131 N 17°34'10" E 553.72 feet to the POINT OF BEGINNING containing 3.7162 acres and being Pitt County Tax Parcel 02230 as described in Deed Book 4319, Page 84 and as shown in Map Book 70, Page 71. This description was prepared based on that Boundary and Topographic Survey for Fortner Commercial, LLC by Gary S. Miller & Associates, P.A. dated August 19, 2022 and no field survey has been performed by Ark Consulting Group, PLLC. All deeds and maps referenced in this description are located at the Pitt County Cadastre.

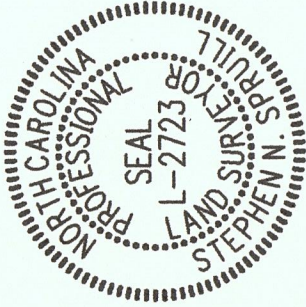


1. THIS IS AN ANNEXATION MAP OF PITT COUNTY TAX PARCEL NO. 022330
2. BOUNDARY AND NORTH REFERENCE INFORMATION SHOWN HEREON IS BASED ON THAT BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY GARY S. MILLER & ASSOCIATES DATED 8-19-2022; NO FIELD SURVEY WAS PERFORMED BY ARK CONSULTING GROUP, PLLC IN THE PRODUCTION OF THIS MAP
3. THE PROPERTIES AND ROAD RIGHT OF WAY ADJOINING THIS PROPERTY ARE ALL WITHIN THE CITY LIMITS OF WINTERVILLE

D.B. 4319, PG. 84
M.B. 70, PG. 71
PITT COUNTY CADASTRE



GOESS HOLDINGS LLC
D.B. 4369, PG. 500



SURVEYOR'S CERTIFICATION

I, STEPHEN N. SPRUILL, CERTIFY THAT THIS MAP WAS PREPARED BASED ON DEEDS AND MAPS OF RECORD AND NO FIELD SURVEY WAS PERFORMED BY ARK CONSULTING GROUP, PLLC AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS EXEMPTED FROM G.S. 47-30 AS SET FORTH IN SECTION THEREOF. (j)

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS
THE 7 DAY OF JULY, 2025

SIGNED Stephen N. Spruill
PROFESSIONAL LAND SURVEYOR NO. L-2723

PITT COUNTY, NORTH CAROLINA

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT STEPHEN N. SPRUILL, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL. THIS 7 DAY OF JULY, 2025

William L. Hill
NOTARY PUBLIC

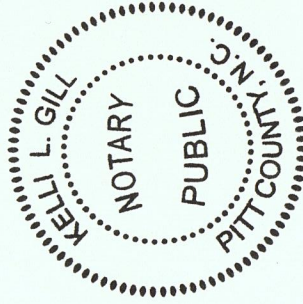
MY COMMISSION EXPIRES: Sept. 25, 2026

LEGEND

NEW CITY LIMIT

OLD CITY LIMIT

CITY LIMIT _____
CALCULATED PROPERTY CORNER _____



MAP SHOWING AREA ANNEXED BY

TOWN OF WINTERVILLE, N.C.

ORDINANCE NO. AREA: 3.7162 AC.

EFFECTIVE DATE:

ACCEPTED FOR THE TOWN OF WINTERVILLE

MAYOR: _____ DATE: _____

COMPOSITE ANNEXATION PLAT FOR

FORTNER COMMERCIAL, LLC

WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

DEED BOOK 4319, PAGE 84 ARK DRAWING NO. C-1071

SURVEYED: JB	APPROVED: SNS
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956101	956102
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DRAWN:	BMP	DATE:	07/07/2025
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CHECKED: SNS SCALE: 1"=40'

ARK CONSULTING GROUP, PLLC
ENGINEERS & SURVEYORS
www.arkconsultinggroup.com
925-A Conference Drive
Greenville, NC 27858
Phone: (252) 558-0888
NC License: P-1199



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: Consent Agenda

Meeting Date: December 8, 2025

Presenter: Chris Williams, Police Chief

Item to be Considered

Subject: The Town of Winterville Code of Ordinance section 96.04 requires person(s) wishing to engage in activities regulated by this ordinance to acquire a specific permit approved by the Chief of Police, or his designee. A permit granted under this section requires an administration fee of fifteen dollars (\$15.00). The Town Christmas Parade is exempt from this fee.

Action Requested: Approval.

Attachment: Parade Route.

Prepared By: Chris Williams, Police Chief

Date: 11/25/2025

ABSTRACT ROUTING:

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: tlp - 12/1/2025

Supporting Documentation

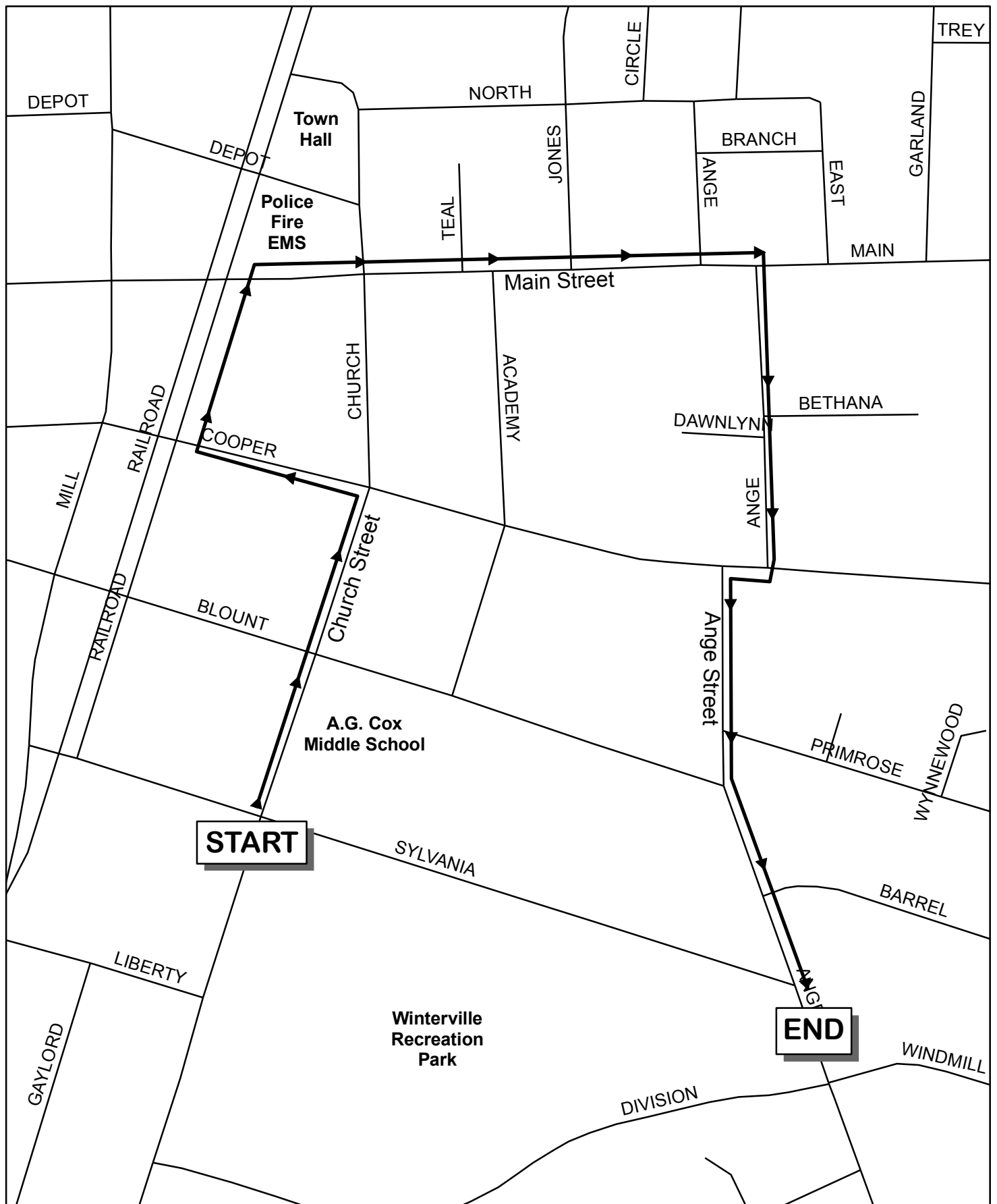
The code of ordinance requires all organizations that wish to hold a parade submit information describing the route, responsible persons, and their contact numbers. The Town Council must approve the issuance of the permit. The parade route is attached.

Point of Contact Chris Williams, Chief Of Police (252) 417-5113.

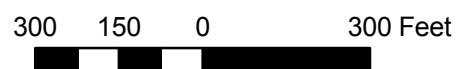
Hours of event are Saturday, December 13, 2025 from 2:00 pm – 4:00 pm.

Budgetary Impact: NA.

Recommendation: Staff recommends Council approve the Christmas Parade.



Winterville Parade Route Map





**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: December 8, 2025

Presenter: Cliff McGuffin, Public Works Director

Item to be Considered

Subject: Purchase of Town Equipment – Hurco Trailer

Action Requested: Approve Purchase of Town Equipment via Southern Vac.

Attachment: Southern Vac is the Authorized Distributor for North Carolina.

Prepared By: Cliff McGuffin, Public Works Director

Date: 11/24/2025

ABSTRACT ROUTING:

☒ TC: 12/1/2025

☒ TM: 12/1/2025

☒ Final: 12/1/2025

Supporting Documentation

The 2025-2026 Public Works Budget allocated monies for the purchase of equipment over \$30,000. Staff received the following quote of \$99,449.00 for the requested Vac Trailer in the Water Dept. Southern Vac is the Authorized Distributor of Hurco Equipment for North and South Carolina so three quotes could not be obtained. The Authorized Distributor/Dealer letter for Hurco Technologies is in your packets. Staff is recommending Council approval of this purchase as specified in the current budget.

Budgetary Impact: No change in approved budget.

Recommendation: Staff recommends Council approve the purchase of the listed equipment.



3605 Augusta Hwy.
Gilbert, SC 29054
(803) 358-0221
Website: www.southern-vac.com

November 10, 2025

Town of Winterville
Attn: Chad Skinner
2916 Church St.
Winterville, NC 28590

Mr. Skinner,

Thank you for considering Southern Vac for your equipment needs.

Southern Vac is pleased to offer ***Town of Winterville*** the following quote on a ***stock Hurco 600 Diesel Model Valve Exerciser Trailer***. If you have any questions regarding this quote, I can be reached at ***(803) 563-0809***.

Thanks,

Justin Borman



Specifications for: Town of Winterville

Hurco 600D Trailer

- 630 Gallon 49.6 bhp C2.2 Caterpillar Diesel High CFM Vacuum. 4" suction wand and hose, unless 3" is specified.
- Hydraulic Hose Reel (50 ft of 1/2" hose) with Auxiliary Hydraulic Port.
- Auxiliary Hydraulic Port (Port only - No Hose Reel). Vacs come with one hydraulic port, which is occupied if using a valve exerciser.
- Hydraulic Cooler
- Reverse Air Flow Option for High CFM Vacs.
- Light Bar with Control Box.
- Tool Box.
- Bed Liner Coating for Vacuum - Trailer frame, fenders and motor plate (no tank interior)
- Hydrant Wrench
- Dig Pig 8.0 Silencer Nozzle

Total Price: \$99,449.00

***Price good for 30 days**

****ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE****



TERMS AND CONDITIONS

1. Binding Agreement. By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
2. Purchase of Equipment. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise, unavailable, but CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC, are not a part of this Agreement, and shall be of no effect or binding upon CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC unless specifically agreed to in writing by an authorized officer of CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC. Failure by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
3. Price and Other Expenses. All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorney's fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.
4. Equipment Delivery. Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC and its designees from time to time.
5. Risk of Loss. The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in Section 6 of this Agreement. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.
6. Payment and Credit. Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to Purchaser shall terminate without further notice to Purchaser. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC retains, and Purchaser hereby grants CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC or CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.
7. Taxes and Other Charges. Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to the

invoice where CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC is not required to collect such tax, Purchaser agrees to provide CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC with any documentation necessary to support such a claim and to allow CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC to document its decision not to collect tax(es).

8. Acceptance; Non-Conforming Equipment; Sole Remedy. Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.

9. Purchaser Representations and Covenants. Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.

10. Indemnification. Purchaser shall indemnify, defend and hold CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC for any portion of such liabilities that result from CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S gross negligence or willful misconduct.

11. Equipment Warranties. Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC. EXCEPT FOR THEAFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.

12. Limitations on Liability. IN NO EVENT SHALL CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.

13. Force Majeure. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Gilbert, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in South Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in South Carolina for such purpose.

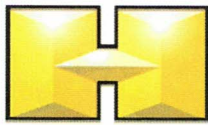
15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries. This Agreement constitutes the entire understanding between Purchaser and CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CITY WORKS EQUIPMENT AND SUPPLY LLC DBA SOUTHERN VAC's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

Customer Signature:_____

Date:

Southern Vac Representative:_____

Date:



HURCO
TECHNOLOGIES, INC.®

This letter is to certify that Southern Vac is the exclusive dealer for Hurco Technologies, Inc in the states of North and South Carolina. There are no other authorized dealers in North and South Carolina that can sell Hurco Technologies, Inc Spin Doctor valve exercising line of equipment. Hurco Technologies, Inc has several patents on the Spin Doctor product line. These patents cover the vertical and horizontal movement of the valve exerciser, GPS location, torque set and many others.

Thank you,

Michael Hurley

Mike Hurley

President

Hurco Technologies, Inc

www.HurcoTech.com

Mike@HurcoTech.com



**Town of Winterville
Town Council
Agenda Abstract**

Item Section: New Business

Meeting Date: December 8, 2025

Presenter: Anthony Bowers, Assistant Town Manager

Item to be Considered

Subject: Cost Share Agreement with Garden Street Communities.

Action Requested: Approve the Cost Share Agreement.

Attachment: Agreement and Certified Upfitting Cost.

Prepared By: Anthony Bowers, Assistant Town Manager

Date: 11/25/2025

ABSTRACT ROUTING:

☒ TC: 12/1/2025

☒ TM: 12/2/2025

☒ Final: tlp - 12/2/2025

Supporting Documentation

Staff is interested in regionalizing sewer lift stations so that we can control the location and the quantity of stations on our sewer system. This regionalized approach will also help facility growth and development in Winterville; as well as, reduce the amount of time and maintenance required to operate the lift stations.

The location of the Quail Trace Subdivision will allow for regionalization to cover most of the land south of NC 903, east of the Swift Creek, and west of NC 11.

This cost share agreement allows for the developer to increase the capacity of the sewer lift station so that it can handle development in the area in close proximity to the site.

There are two components of the agreement. The first is to increase the size of the wet well on the station from 6 feet to 8 feet. We will also increase the size of the force main from 4 inches to 6 inches. These increases will cost the town \$92,998. These funds will be due at the completion of the project and will be needed to be included in next year's annual operating budget.

Budgetary Impact: Contract Cost is \$92,998 and will be included in next fiscal year's budget.

Recommendation: Approve the contract with Garden Street Communities.

INFRASTRUCTURE COST SHARING AND REIMBURSEMENT AGREEMENT

THIS INFRASTRUCTURE COST SHARING AND REIMBURSEMENT AGREEMENT, dated as of _____, 2025 (the "Agreement"), by and between GARDEN STREET COMMUNITIES SOUTHEAST, LLC, a North Carolina Limited Liability Company (the "Developer"), and the TOWN OF WINTERVILLE, NORTH CAROLINA, a public body of the State of North Carolina (the "Town") (the Developer and Town each referred to hereafter individually as a "Party" and collectively as the "Parties").

WITNESSETH:

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

WHEREAS, the Developer proposes to develop a residential subdivision known as Quail Trace (hereinafter "Quail Trace") located in part within the corporate limits of Town at Ready Branch Rd, Winterville, North Carolina 28590; and

WHEREAS, both Developer and Town anticipate that Developer will request the Town to annex Quail Trace; and

WHEREAS, the Developer has requested that the Town provide sanitary sewer service to Quail Trace; and

WHEREAS, the Developer has requested that the Town provide water service to a portion of Quail Trace; and

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

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

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

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

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

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

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

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

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

I. Description of Improvements.

A. Definitions.

1. "Developer's Improvements" mean all those facilities to be constructed by Developer pursuant to this Agreement as shown on the Plans & Specifications (defined below). The Improvements are designed and shall be constructed in compliance with the Town's Utility Regulations and Ordinance (the "Ordinance") and all applicable regulations.
 - a. The Developer's Improvements which would be needed to serve Quail Trace generally consist of:
 - A lift station as shown on the Plans & Specifications and said lift station would include a 6 foot diameter wet well 23 feet deep;
 - A 4 inch force main extending approximately 2,060 linear feet, as shown on the Plans & Specifications (from Quail Trace Lift Station to the Old Tar Road Lift Station).
2. "Town Improvements" means all the oversizing of the Developers Improvements requested by the Town and constructed by the Developer pursuant to this Agreement as shown on the Plans & Specifications (defined below). The Improvements are designed and shall be constructed in compliance with the Town's Utility Regulations and Ordinance (the "Ordinance") and all applicable regulations.
 - a. The oversizing of the Improvements which the Town has requested generally consist of:
 - A regional lift station, as shown on the Plans & Specifications once completed

and said lift station will include a wet well which is an additional 2 foot in diameter and an additional 0 feet in depth to the Developer's Improvements (as defined in Section I.A.1.) so that the wet well has a total diameter of 8 feet and is a total of 23 feet deep;

- An additional 2 inches added to the 4 inch force main (as defined in Section I.A.1.) so that the resultant line is a 6 inch force main extending approximately 2,060 linear feet, as shown on the Plans & Specifications once completed.
3. "Improvements" mean both Developer's Improvements and Town Improvements as defined herein.
 4. "Plans & Specifications" means those surveys, plans, engineering, and construction drawings designed by Developer's Engineer and approved by the Developer and the Town in accordance with the Town's Ordinance, policies, standards, and regulations. The Plans & Specifications have been approved by the Town and are attached hereto as **Exhibit B**. Any amendment to the Plans & Specifications shall be in accordance with the provisions of this Agreement and any applicable permits associated with the same (e.g., Department of Environment and Natural Resources). Such amended plans and specifications shall from the date of such amendment or date of any required permit modification, whichever is later, be deemed the "Plans & Specifications" and **Exhibit B** shall be revised to reflect the same. Notwithstanding anything contained herein to the contrary, the Town Improvements shall not include any infrastructure and improvements solely for the benefit of Developer or Quail Trace.

II. Improvement Costs.

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

I.A.1. above and the Town shall pay for all costs associated with the engineering, design and construction, including legal costs and expenses, of the Town Improvements as generally described in Section I.A.2. above.

III. Timing.

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

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

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

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

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

C. "Required Property" means any such property deemed necessary by Developer and Town for Developer to construct the Improvements.

IV. Administration.

A. Definitions.

1. "Town Management Designee" means the Town Manager of the Town or such person designated in writing by the Town Manager or any successor position to the Town Manager.
2. "Town Contact" means one or more employees of the Town identified by the Town Management Designee for the purpose of receiving information from the Developer, relaying required approvals from the Town Management Designee, and where allowed in this Agreement giving approvals.

B. Design & Engineering.

1. Developer engaged a licensed North Carolina engineer to design the Improvements to meet all adopted Town requirements and specifications, including but not limited to the size and type of material used, which Town has approved.
2. Any amendment to the Plans & Specifications shall occur only with the consent and approval of Developer and the Town. Upon amendment, Developer shall not be subjected to any requirements or demands of the Town that are unique and not generally applied to other developers, except for the application of standards that may be unique because of the specific or unique nature of the infrastructure being designed and constructed.

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

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

Developer shall provide any contracts, including subcontracts in Developer's possession, for work on the Improvements to the Town upon request by the Town Contact. The Improvements shall be completed in accordance with Plans & Specifications. The Town shall inspect construction of the Improvements at any time and at such frequency as the Town desires, but at least weekly. In the event that a Town inspection reveals any discrepancy or other issue, the Town immediately shall notify the Developer thereof in writing. Developer shall be responsible for obtaining all state, local, and any other permits and approvals required in order to construct the Improvements. Developer shall ensure that Town is identified as an Additional Insured on all insurance policies issued pursuant to this Agreement.

V. Property Acquisition.

- A. Generally. Developer shall obtain the Required Property, as defined by Section

III.C, and shall deed, dedicate, or otherwise transfer or assign the same to the Town upon completion of the Improvements as provided hereafter in this Agreement.

- B. Eminent Domain. The Town shall cooperate with Developer in efforts to obtain any of the Required Property including, but not limited to, the exercise of the Town's power to acquire property as allowed by law. Through approval of this Agreement, the Town hereby determines that construction of the Improvements confers a public benefit and is for a public purpose, given the public benefits to be realized from extension of the Utility System. Prior to action by the Town to invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain), Developer shall make and document three (3) good faith attempts to purchase any Required Property at offers of not less than fair market value. If these offers are unsuccessful, the Town shall invoke its power to acquire property as allowed by law (including, but not limited to, the power of eminent domain if necessary to make such acquisitions).

VI. Acceptance of Improvements.

- A. Requirements for Acceptance. When the Improvements are completed, Developer shall notify the Town Contact in writing to start the process for Town acceptance of the Improvements, and Developer shall furnish the following to the Town:
1. Sealed as-built plans for the Improvements;
 2. A standard form release of liens from all contractors and subcontractors who have worked on the Improvements and who have a right under statute to file liens against the Improvements or property on which the Improvements are located;
 3. Deeds, dedications, or assignments conveying Developer's interests to Town in all real property burdened by the Improvements; and
 4. Releases or subordination of any mortgage or security interests held in the Improvements or in the property containing the Improvements.
- B. Acceptance and Payment. Upon completion of construction and delivery to the Town of the documents set forth in A. above, the Town, within ten (10) days, shall conduct an inspection of the Improvements and upon approval thereof shall accept the Improvements and associated property or property interests, shall have the rights described hereafter, and shall thereafter maintain the Improvements. The Town's declaration of acceptance under this Section shall be made by the Town Management Designee subject to the approval of the Town Council. The Town shall document the date it accepts the Improvements by written letter to Developer signed by the Town Management Designee. Each of the (i) acceptance by the Town and (ii) payment by the Town to the Developer for all of Developer's costs and expenses for the Town Improvements as herein provided,

shall take place not later than forty-five (45) days after the foregoing approval by the Town. Delay for any reason in acceptance by the Town shall not operate to postpone or excuse timely payment by the Town to the Developer for the Town Improvements.

- C. Town Ownership and Control of Improvements. Upon the Town's full acceptance of the Improvements and payment to the Developer for the Town Improvements, the Town shall use the Improvements to provide utility service. The Town then shall have sole ownership, control over, and use of the Improvements and associated property interests. After the Town's acceptance of the Improvements and subject to terms of this Agreement, the Town may make extensions from, connections to, and alterations to any of the Improvements, and/or make any other decisions regarding the Improvements without consent of Developer so long as said extensions, connections and alterations do not negatively affect or impede Developer's Improvements.

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

- VII. Payment of Construction Costs. The Parties hereto agree that the Developer is solely responsible to pay for all costs associated with the Developer's Improvements. Further, the Parties hereto agree that the Town is solely responsible to pay for all costs associated with the Town Improvements that are incurred by Developer in connection with the Town Improvements. The Town will pay for and reimburse the Developer for all costs associated with the Town Improvements within forty-five (45) days of Town acceptance of the Improvements.
- VIII. Written Consents from Town. Where this Agreement refers to written approvals or consents to be given by the Town and the person or position that may give consent is not identified, the authority to give such approvals shall be delegated to the Town Management Designee. An approval required by this Agreement shall not be effective unless given in writing. Consents or approvals specifically delegated to the Town Council in this Agreement are excluded from the operation of this Section. Any dispute between the Developer and a delegated party acting on behalf of the Town may be submitted to the Town Council for review and resolution. Notwithstanding the foregoing, nothing herein shall prevent either Party from pursuing other remedies available to it, including requesting relief from courts of appropriate jurisdiction.
- IX. Suspension For Cause/Default.
- A. Either party shall have the right to terminate this Agreement in the event the other shall default in any of the terms and conditions of this Agreement. Either party shall have the right to exercise any and all rights and remedies available to it under law and equity in the event the other shall default in any of the terms and

conditions of this Agreement. No default shall be declared under this Agreement unless the Party claiming default gives the other Party Notice (as defined below) of any alleged default with particularity and an opportunity of at least thirty (30) working days from the date of receipt of the Notice to commence to cure such default. No such failure to cure, however, will be deemed to exist if the defaulting Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting Party.

- B. Any Notice of default shall be provided in accordance with the Notice provisions contained herein and shall in addition be prominently titled NOTICE OF DEFAULT.
- X. “Notice” shall mean any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder. All Notices shall be in writing, and shall be (i) hand delivered personally or (ii) sent by a nationally recognized courier service providing verification of deliver, fees prepaid, and addressed as follows:

To the Developer at:

Garden Street Communities Southeast, LLC
Attention: William Bryan Adams
100 West Garden Street, 2nd Floor
Pensacola, Florida 32502

With copy to:

Garden Street Communities Southeast, LLC
Attention: Luke Henderson, General Counsel
100 W. Garden Street, 2nd Floor
Pensacola, FL 32502

To the Town at:

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

With copy to:

Anthony Bowers, Asst. Town Manager

Town of Winterville
Post Office Box 1459
Winterville, NC 28590

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

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

XI. Miscellaneous.

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

of the Town, such consent not to be unreasonably delayed nor withheld.

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

the Town. Nothing in this Agreement shall be construed to make the Town an owner or contractor or responsible party with regard to any contracts entered into by Developer.

- L. Warranty, Guaranty and Correction Period. Developer warrants and guarantees for the time period contained in this subsection L that all work performed by or at the direction of Developer shall be in accordance with the Plans & Specifications approved by the Town. If within one year after acceptance by the Town, any work performed by or at the direction of Developer is found to be defective due to faulty workmanship, Developer shall cause the repair, replacement or correction of such defects at no cost to the Town. After such one-year period, this subsection L shall not survive except for those matters which the Town provides Developer written Notice prior to the expiration of such one-year period. Notwithstanding anything contained herein to the contrary, in no event shall Developer warrant, guarantee nor indemnify the Town or any other party for design defects contained within the Plans & Specifications approved by the Town. This Section L shall not prevent the Town from pursuing action against any third party for design defects contained within the Plans & Specifications as a third-party beneficiary of such Plans & Specifications.

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

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

"Developer"

Garden Street Communities Southeast, LLC

By: _____
Name: William Bryan Adams
Title: Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Infrastructure Cost Sharing and Reimbursement Agreement instrument was acknowledged before me, the undersigned, by William Bryan Adams, as Manager for Garden Street Communities Southeast, LLC, who is personally known by me, by means of physical presence, this ____ day of _____, 2025.

Signature of Notary Public

Print, Type or Stamp Name of Notary

“Town”

Town of Winterville, North Carolina

By: _____

Name: Richard A. Hines

Title: Mayor

Attest: _____

Name: Donald Harvey

Title: Town Clerk

State of North Carolina

County of _____

I the undersigned, a Notary Public, do hereby certify that Donald Harvey personally came before me this day and acknowledged that he/she is Town Clerk of the Town of Winterville, North Carolina and that by authority duly given and as the act of the Town of Winterville, North Carolina the foregoing Infrastructure Cost Sharing and Reimbursement Agreement was signed in its name by its Mayor, sealed with its corporate seal and attested by her/him as the Town Clerk.

Witness my hand and official seal, this the ____ day of _____, 2025.

Notary Public (Signature)

Notary's Printed Name

My Commission Expires: _____

Exhibit C



November 10, 2025

Mr. Anthony Bowers
Town of Winterville

RE: Quail Trace Subdivision – Lift Station Upgrade Certification

This Lift Station Upgrade Certification is being provided at the request of the contractor and developer for Quail Trace Subdivision in Winterville, NC, whereas the Town of Winterville has requested the developer to upgrade the proposed sewer design from a 6' Diameter Pump Station Wet Well and 4" Force Main to an 8' Diameter Pump Station Wet Well and 6" Force Main.

The cost breakdown is as follows:

<u>Required for Project</u>	<u>Upsized for Regionalization</u>
4" Force Main - \$74,160	6" Force Main - \$93,524
6' Wet Well - \$208,925	8' Wet Well - \$282,559
Total - \$283,085	Total - \$376,083

Therefore, the total cost for the **Regionalized Upgrade is \$92,998.00.**

If there are any further questions, please contact Stocks Engineering at 252.459.8196.
Thanks!

Sincerely,
Stocks Engineering, P.A.

A handwritten signature in blue ink, appearing to read "J. Varnell", is written over the printed name.

J. Kevin Varnell



NC GC License #101820

To: Garden Street Communities Southeast, LLC
Robert Paschal
Land Acquisition and Development

Date: 9.23.35

Re: Quail Trace Proposal Breakdown (All pricing per Plan Set Dated 4.30.25)

We specifically include the following:

General Conditions/OH

Mobilization (2%)	1 LS	\$	95,000.00	\$	95,000.00
Surveying (Includes Final Plat and Setting (Irons)	1 LS	\$	101,818.00	\$	101,818.00
OH/Management/Supervision	1 LS	\$	130,542.25	\$	130,542.25
			General Conditions/OH Subtotal	\$	327,360.25

Erosion Control

Barries	1550 LF	\$	9.50	\$	14,725.00
Concrete Washout	1 LS	\$	3,500.00	\$	3,500.00
Construction Entrance	1 LS	\$	10,250.00	\$	10,250.00
Diversion Ditch	2075 LF	\$	7.25	\$	15,043.75
Inlet Protection	45 EA	\$	500.00	\$	22,500.00
Rip Rap (Rip Rap Check Dams are included in this item) - Approx. 33 in total	2680 SF	\$	10.90	\$	29,212.00
Silt Fence	5405 SF	\$	8.00	\$	43,240.00
Silt Fence Outlet	17 EA	\$	445.00	\$	7,565.00
Shimmer	2 EA	\$	3,166.00	\$	6,332.00
Slope Drain	160 LF	\$	40.00	\$	6,400.00
Erosion Control Maintenance	1 LS	\$	7,500.00	\$	7,500.00
Permanant Seeding	25 ACR	\$	500.00	\$	12,500.00
			Erosion Control Subtotal	\$	178,767.75

Earthwork

Topsoil Strip/Stoopile	4525 CY	\$	3.50	\$	15,837.50
Cut/Fill (Includes Excavation of SCM - Conversion of Pond is not included)	4500 CY	\$	4.50	\$	202,500.00
Landscape Berm (Berm locations are per the Construction Drawings)	1500 CY	\$	7.50	\$	11,250.00
Fine Grading - House Puds	85 EA	\$	450.00	\$	38,250.00
Fine Grading - Road Subgrade (Includes fine grading for C&G)	15481 SY	\$	4.00	\$	61,924.00
Fine Grading - Green Space	1 LS	\$	27,486.50	\$	27,486.50
Fine Grading - Behind Curb and Gutter (ROW)	14800 SF	\$	0.38	\$	56,240.00
			Earthwork Subtotal	\$	413,500.00

Storm Drain

15" RCP	40 LF	\$	75.00	\$	3,000.00
18" RCP	2008 LF	\$	88.00	\$	176,704.00
24" RCP	1059 LF	\$	121.00	\$	128,139.00
30" RCP	221 LF	\$	224.00	\$	49,504.00
36" RCP	686 LF	\$	265.00	\$	184,440.00
48" RCP	200 LF	\$	415.00	\$	83,000.00
Flared End Section 15" (Structure 720/721)	2 EA	\$	1,000.00	\$	2,000.00
Flared End Section 18" (Structure 711/710/200)	3 EA	\$	1,750.00	\$	5,250.00
Flared End Section 24" (Structure 704)	1 EA	\$	2,690.00	\$	2,690.00
Flared End Section 30" (Structure 700)	1 EA	\$	3,000.00	\$	3,000.00
Flared End Section 48" (Structure 100)	1 EA	\$	4,000.00	\$	4,000.00
Catch Basin	35 EA	\$	6,098.00	\$	213,430.00
Drop Inlet	10 EA	\$	4,900.00	\$	49,000.00
Storm Manhole	1 EA	\$	4,269.00	\$	4,269.00
Outlet Barrel	80 LF	\$	94.00	\$	7,520.00
Outlet Control Structure	2 EA	\$	7,231.00	\$	14,462.00
Storm Drain Testing for Municipality Acceptance is included (Including Re-testing as necessary for acceptance)	1 EA	\$	-	\$	-
Old Castle Material Credit	1 EA	\$	(31,036.36)	\$	(31,036.36)
			Storm Drain Subtotal	\$	899,369.64

Utilities - Water

6" Tap/Saddle/Valve	2 EA	\$	6,000.00	\$	12,000.00
Fire Hydrant Assembly	10 EA	\$	10,250.00	\$	102,500.00
6" Gate Valve	8 EA	\$	2,220.00	\$	17,760.00
Water Line 6" C-900	4174 LF	\$	44.00	\$	183,656.00
Water Service	85 EA	\$	2,025.00	\$	172,125.00
Jack and Bore for Waterline Tie In	100 LF	\$	895.00	\$	89,500.00

(Jack and Bore Includes Casing/DIP/Bore Pit and Receiving Pit)
Waterline Testing is Included for Municipality/State Acceptance (Including re-testing if necessary for acceptance)

Utilities - Sewer				
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Sanitary Sewer Manholes				
Sewer Main - 6"	0 LF	\$	-	\$
Sewer Services				
	1 EA	\$	-	\$
Utilities - Water Subtotal				\$ 577,541.00

Sewer Testing for Municipality/State Acceptance is Included

Utilities-Sewer Subtotal				\$ 720,911.00
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Pump Station - Option A

Water Service to Pump Station	1 LS	\$	5,250.00	\$ 5,250.00
Force Main - 4"	2080 LF	\$	36.00	\$ 74,160.00
Pump Station Wet Well and Internals 6' Dia	1 LS	\$	208,925.00	\$ 208,925.00
Pump Station Electrical	1 LS	\$	164,781.00	\$ 164,781.00
ABC Paving	1240 SY	\$	19.00	\$ 23,560.00
Fencing	1 LS	\$	20,000.00	\$ 20,000.00
Pump Station Total				\$ 486,676.00

Concrete/Flatwork

6" Sidewalk	4985 SF	\$	8.00	\$ 39,880.00
Handicap Ramps	4 EA	\$	1,750.00	\$ 7,000.00
24" Roll Curb	7400 LF	\$	18.25	\$ 135,050.00
Monolithic Island (Right/Right Out Concrete Island)	780 SF	\$	36.00	\$ 28,080.00
Mailbox Kiosk	560 SF	\$	12.10	\$ 6,776.00
Concrete/Flatwork Subtotal				\$ 216,786.00

Traffic Control and Patching

Electrical Conduit	1 LS	\$	43,060.00	\$ 43,060.00
	1 LS	\$	20,000.00	\$ 20,000.00
Traffic Control and Patching Subto				\$ 63,060.00

ABC Stone/Asphalt Paving

ABC Stone Base	8375 Ton	\$	48.00	\$ 410,375.00
2" SB-1B (Includes Striping and Stop Signs)	15481 SY	\$	18.00	\$ 278,658.00
ABC/Paving Subtotal				\$ 689,033.00

Qual Trace Proposal Total	\$ 4,553,004.64
Grand Total	\$ 4,553,004.64

Exclusions/Clarifications:

- Compaction and materials testing. Compaction will be to NCDOT standards. GSC will pay for UES to conduct 3rd party testing. ENC will not be responsible for delays in construction activity resulting from UES schedule conflict provided adequate testing request notice is provided.
- Mailbox CBU's
- Any undercut or soil stabilization outside of native materials.
- Any regionalization upgrades to the pump station- other than those included in the plan set dated 4.30.25
- Any bonds, permits or fees.
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- Any gas, telecommunications, cable, internet or utilities not otherwise listed above.
- Any street lighting.
- Handling or removal of any hazardous materials.
- Construction of landscape berm is INCLUDED, but landscaping is EXCLUDED. See attached map
- Construction Survey is Included in Proposal. Surveyor is contracted to ENC - not Owner. Construction survey will be certified to GSC
- Reclaimed Water Is Not Applicable to this Project
- Subdrains are not applicable to this project per the construction drawings
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- Dumpsters and or Site Clean Up are included in our proposal for our scopes of work
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NC GC License #101820

To: Garden Street Communities Southeast, LLC
Robert Paschal
Land Acquisition and Development

Date: 9.23.35

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Utilities-Sewer Subtotal				\$ 720,911.00

Pump Station - Option B				
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